



**ANNUAL GENERAL AND SPECIAL MEETING OF
SHAREHOLDERS
to be held on June 22, 2023**

**NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING
AND
MANAGEMENT INFORMATION CIRCULAR**

May 15, 2023



NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN that an Annual General and Special Meeting (the “**Meeting**”) of the holders (the “**Shareholders**”) of common shares in the capital of ShaMaran Petroleum Corp. (the “**Corporation**”) will be held at **2000, 885 West Georgia Street, Vancouver, British Columbia, V6C 3E8 on Thursday, June 22, 2023, at 8:00 a.m. PDT**, for the following purposes:

1. to receive the consolidated financial statements of the Corporation for the year ended December 31, 2022, together with the report of the auditors thereon;
2. to elect directors for the ensuing year;
3. to appoint PricewaterhouseCoopers SA, as auditors of the Corporation for the ensuing year and to authorize the directors to fix their remuneration;
4. to consider and, if thought fit, to pass an ordinary resolution providing the required annual approval of the Corporation’s Incentive Stock Option Plan, as more particularly described in the accompanying Management Information Circular;
5. to consider and, if thought fit, to pass an ordinary resolution to ratify and approve the amendment of the Corporation’s Deferred Share Unit Plan, as more particularly described in the accompanying Management Information Circular;
6. to transact such further or other business as may properly come before the Meeting or any adjournment or postponement thereof.

Accompanying this Notice of Meeting is a Management Information Circular of the Corporation dated May 15, 2023 (the “**Information Circular**”). Reference is made to the Information Circular for details of the matters to be considered at the Meeting.

The Corporation is not aware of any items of business to be brought before the Meeting other than those described in the Information Circular and there will be no management presentation on the business and operations of the Corporation at the Meeting.

The directors of the Corporation have fixed May 5, 2023 as the record date for the Meeting (the “**Record Date**”). Only Shareholders of record at the close of business on the Record Date are entitled to vote at the Meeting or any adjournment or postponement thereof.

As described in the “notice and access” notification mailed to Shareholders of the Corporation, the Corporation has opted to deliver its Meeting materials to Shareholders by posting them on its website at www.shamaranpetroleum.com and under the Corporation’s issuer profile on SEDAR at www.sedar.com on May 15, 2023. The use of this alternative means of delivery is more environmentally friendly and more economical as it reduces the Corporation’s paper and printing use and thus reduces the Corporation’s printing and mailing costs. The Meeting materials will be available on the Corporation’s website for one full year.

Shareholders who wish to receive paper copies of the Meeting materials prior to the meeting may request copies from the Corporation by calling 1-855-887-2243 no later than June 9, 2023.

If you are a registered Shareholder and not able to attend the Meeting, please vote by using the proxy form or voting instruction form included with the “notice and access” notification and return it according to the instructions provided before 8:00 a.m. PDT on Tuesday, June 20, 2023.

If you are a non-registered Shareholder and received this Notice of Meeting and accompanying materials through an intermediary, such as an investment dealer, brokerage firm, bank, trust company, trustee, custodian, administrator or other nominee, or a clearing agency in which the intermediary participates (each, an “**Intermediary**”), please complete and return the materials in accordance with the instructions provided to you by your Intermediary.

If you have any questions about the procedures required to qualify to vote at the Meeting or about obtaining and depositing the required form of proxy, you should contact the Corporation's transfer agent, Computershare Investor Services Inc., by telephone (toll free in North America) at 1-800-564-6253, by fax at 1-866-249-7775 or by e-mail at service@computershare.com.

DATED at Vésenaz, Switzerland, the 15th day of May, 2023.

ON BEHALF OF THE BOARD

(signed) “Alex C. Lengyel”

Alex C. Lengyel
Chief Commercial Officer and Corporate Secretary



MANAGEMENT INFORMATION CIRCULAR

(Containing information as at May 15, 2023, unless indicated otherwise)

PERSONS MAKING THE SOLICITATION

This Management Information Circular (the “Information Circular”) is furnished in connection with the solicitation of proxies being made by the management (“Management”) of ShaMaran Petroleum Corp. (the “Corporation”) for use at the Annual General and Special Meeting (the “Meeting”) of holders (collectively the “Shareholders” and each a “Shareholder”) of common shares in the capital of the Corporation (the “Common Shares”) to be held on Thursday, June 22, 2023 at 8:00 a.m. PDT at 2000, 885 West Georgia Street, Vancouver, British Columbia, V6C 3E8 and for the purposes set forth in the accompanying Notice of Meeting. While it is expected that the solicitation will be made primarily by mail, proxies may be solicited personally or by telephone by directors, officers and employees of the Corporation at nominal cost. All costs of this solicitation will be borne by the Corporation.

The contents and the sending of this Information Circular have been approved by the directors of the Corporation.

Unless otherwise stated herein, all currency amounts indicated as “\$” in this Information Circular are expressed in United States dollars, the Corporation’s reporting currency.

HOW TO VOTE

The Corporation is not aware of any items of business to be brought before the Meeting other than those described in the Information Circular and there will be no management presentation on the business and operations of the Corporation at the Meeting.

APPOINTMENT OF PROXYHOLDER AND VOTING BY PROXY

The individuals named in the accompanying form of proxy (the “Proxy”) is an officer or legal counsel of the Corporation (the “Management Proxyholders”). A Shareholder may appoint a person other than the Management Proxyholders to attend and act for and on behalf of the Shareholder at the Meeting, by striking out the names of the Management Proxyholders in the accompanying Proxy form, inserting the desired appointee’s name in the blank space provided and executing and delivering that form, or by executing and delivering another acceptable form of proxy. In either case, the completed form of proxy must be received by Computershare Investor Services Inc. prior to the Meeting or any adjournment or postponement thereof. A proxyholder need not be a Shareholder.

You can choose to vote your Common Shares by proxy, whether by mail, by telephone or through the Internet. If you vote your Common Shares by proxy by mail, completed forms of proxies **must be received by the Corporation’s transfer agent, Computershare Investor Services Inc. (“Computershare”), at Proxy Department, at 100 University Avenue, 8th Floor, Toronto, Ontario, Canada M5J 2Y1.** Telephone and Internet voting can also be completed 24 hours a day, 7 days a week which is noted on your proxy form. If you vote by telephone, you cannot appoint anyone other than the appointees named on the proxy form as your proxyholder. For internet voting, go to www.investorvote.com and follow the instructions on the screen. For either telephone or internet voting, you will need your 15 digit control number which is noted on your proxy form. **Duly completed forms of proxy or a vote using the telephone or over the Internet must be completed no later than forty-eight (48) hours (excluding Saturdays, Sundays and holidays) before the time of the Meeting, or any adjournment or postponement thereof.**

If you are a Beneficial Shareholder (as defined below) and receive these materials through your broker or through another intermediary please complete and return the form of proxy in accordance with the instructions provided by your broker or other intermediary.

ADVICE TO NON-REGISTERED HOLDERS OF COMMON SHARES

The information set forth in this section is of significant importance to Shareholders that do not hold their Common Shares in their own name. Shareholders who hold their Common Shares through their banks, brokers, trustees or other persons (“Intermediaries”), or who otherwise do not hold their Common Shares in their own name (referred to in this Information Circular as “Beneficial Shareholders”) should

note that only proxies deposited by Shareholders who appear on the records maintained by the Corporation's registrar and transfer agent as registered holders of Common Shares ("**Registered Shareholders**") will be recognized and acted upon at the Meeting. If Common Shares are listed in an account statement provided to a Beneficial Shareholder by an Intermediary, those Common Shares are likely not registered in the Shareholder's name but instead registered under the name of the Shareholder's Intermediary. In Canada, the vast majority of such Common Shares are registered under the name of CDS & Co. (the registration name of the Canadian Depository for Securities, which acts as nominee for many Canadian brokerage firms). Common Shares held by Intermediaries on behalf of an Intermediary's client can only be voted (for or against resolutions) at the direction of the Beneficial Shareholder. Without specific instructions, Intermediaries are prohibited from voting shares for their broker's clients. **Therefore, each Beneficial Shareholder should ensure that voting instructions are communicated to the appropriate person well in advance of the Meeting.**

Existing regulatory policy requires Intermediaries to seek voting instructions from Beneficial Shareholders in advance of Shareholders' meetings. The Intermediaries have their own mailing procedures and provide their own return instructions to clients, which should be carefully followed by Beneficial Shareholders in order to ensure that their Common Shares are voted at the Meeting. The form of proxy supplied to a Beneficial Shareholder by its broker (or the agent of the broker) is substantially similar to the instrument of proxy provided directly to Registered Shareholders by the Corporation and is commonly referred to as a "**voting instruction form**". However, its purpose is limited to instructing the Registered Shareholder (i.e., the Intermediary) how to vote on behalf of the Beneficial Shareholder. The vast majority of Intermediaries now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. ("**Broadridge**"). Broadridge typically prepares a machine-readable voting instruction form, mails such forms to Beneficial Shareholders and asks Beneficial Shareholders to return the forms to Broadridge or otherwise communicate voting instructions to Broadridge (by way of the Internet or telephone, for example). Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of Common Shares to be represented at the Meeting. **A Beneficial Shareholder who receives a Broadridge voting instruction form cannot use that form to vote their Common Shares directly at the Meeting. Such voting instruction forms must be returned to Broadridge (or instructions respecting the voting of Common Shares must otherwise be communicated to Broadridge) well in advance of the Meeting in order to have the Common Shares voted. If you have any questions respecting the voting of Common Shares held through an Intermediary, please contact that Intermediary promptly for assistance.** Although a Beneficial Shareholder may not be recognized directly at the Meeting for the purposes of Common Shares registered in the name of his broker, a Beneficial Shareholder may attend the Meeting as proxyholder for the Registered Shareholder and vote the Common Shares in that capacity. **Beneficial Shareholders who wish to attend the Meeting and indirectly vote their securities as proxyholder for the Registered Shareholder should enter their own names in the blank space on the form of proxy provided to them and return the same to their broker (or the broker's agent) in accordance with the instructions provided by such broker.**

These security holder materials are being sent to both Registered Shareholders and Beneficial Shareholders who have not objected to the Intermediary through which their Common Shares are held disclosing ownership information about themselves to the Corporation ("**NOBO**'s"). If you are a NOBO, and the Corporation or its agent has sent these materials directly to you. Your name and address and information about your holdings of Common Shares have been obtained in accordance with applicable securities regulatory requirements from the Intermediary holding on your behalf. By choosing to send these materials to you directly, the Corporation (and not the Intermediary holding Common Shares on your behalf) has assumed responsibility for (i) delivering these materials to you, and (ii) executing your proper voting instructions. Please return your voting instructions as specified in the request for voting instructions.

If you are a Beneficial Shareholder who has objected to the intermediary through which your common shares are held disclosing ownership information about you to the Corporation (an "**OBO**"), please note that the Corporation does not intend to pay for an intermediary to deliver the proxy-related materials with respect to the Meeting and related forms to you and, therefore, you will not receive the materials with respect to the Meeting unless your intermediary assumes the cost of delivery.

ADVICE TO HOLDERS OF EUROCLEAR SWEDEN REGISTERED SHARES

The information set forth in this section is of significance to Shareholders who hold their Common Shares ("Euroclear Registered Shares") through Euroclear Sweden AB, which Common Shares trade on the NASDAQ First North Growth Market Exchange (Sweden). Shareholders who hold Euroclear Registered Shares Securities are not registered holders of voting securities for the purposes of voting at the Meeting. Instead, Euroclear Registered Shares are registered under CDS & Co., the registration name of the Canadian Depository for Securities holders of Euroclear Registered Shares. Such holders will receive a voting instruction form (the "**VIF**") by mail directly from Computershare AB ("**Computershare Sweden**"). Additional copies of the VIF, together with the Information Circular, can also be obtained from Computershare Sweden and are available on the Corporation's website (www.shamaranpetroleum.com). **The VIF cannot be used to vote securities directly at the Meeting. Instead, the VIF must be completed and returned to Computershare Sweden, strictly in accordance with the instructions and deadlines that will be described in the instructions provided with the VIF.**

REVOCAION OF PROXIES

A Registered Shareholder who has given a Proxy may revoke it by an instrument in writing executed by the Registered Shareholder or by the Registered Shareholder's attorney authorized in writing or, if the Registered Shareholder is a company, by a duly authorized officer or attorney of the company, and delivered: (i) at the registered office of the Corporation at any time up to and including the last business day before the day set for the holding of the Meeting or any adjournment or postponement of it at which the Proxy is to be used; (ii) either to Computershare Investor Services Inc. not less than 48 hours (excluding Saturdays, Sundays and holidays) before the Meeting or any adjournment or postponement of it; or (iii) to the chair of the Meeting on the day of the Meeting or any adjournment or postponement of it. **Only Registered Shareholders have the right to revoke a Proxy. Beneficial Shareholders who wish to change their vote must, in**

accordance with the instructions provided by the Intermediaries, arrange for their respective Intermediaries to revoke the Proxy on their behalf. A revocation of a Proxy does not affect any matter on which a vote has been taken prior to the revocation.

VOTING OF PROXIES

The Common Shares represented by a properly executed proxy in favor of Management Proxyholders will:

- (a) be voted or withheld from voting in accordance with the instructions of the person appointing the Management Proxyholder on any ballot that may be called for; and
- (b) where a choice with respect to any matter to be acted upon has been specified in the form of proxy, be voted in accordance with the specification made in such proxy.

ON A POLL SUCH COMMON SHARES WILL BE VOTED IN FAVOUR OF EACH MATTER FOR WHICH NO CHOICE HAS BEEN SPECIFIED OR WHERE BOTH CHOICES HAVE BEEN SPECIFIED BY THE SHAREHOLDER. The enclosed form of proxy, when properly completed and delivered and not revoked, confers discretionary authority upon the person appointed proxy thereunder to vote with respect to amendments or variations of matters identified in the Notice of Meeting, and with respect to other matters which may properly come before the Meeting. If any amendments or variations to matters identified in the Notice of Meeting are properly brought before the Meeting or any further or other business is properly brought before the Meeting, it is the intention of the Management Proxyholders to vote in accordance with their best judgment on such matters or business. At the time of the printing of this Information Circular, the Management knows of no such amendment, variation or other matter that may be presented to the Meeting.

ELECTRONIC DELIVERY OF DOCUMENTS

Every year the Corporation delivers various documentation to Shareholders. In order to make this process more convenient, Shareholders may choose to be notified by email when the Corporation's documentation, including the Meeting materials, is posted on the Corporation's website www.shamaranpetroleum.com and accordingly, such documentation will not be sent in paper form by mail other than as required by applicable laws.

Delivery in an electronic format, rather than paper, reduces costs to the Corporation and benefits the environment. Shareholders who do not consent to receive documentation through email notification will continue to receive such documentation by mail or otherwise, in accordance with securities laws.

By consenting to electronic delivery, Shareholders: (i) agree to receive all documents to which they are entitled electronically, rather than by mail; and (ii) understand that access to the Internet is required to receive a document electronically and certain system requirements must be installed (currently Adobe Acrobat Reader to view Adobe's portable document format ("PDF")). Such documents may include the interim consolidated financial reports, the annual report (including audited annual consolidated financial statements and management's discussion and analysis ("MD&A")), the notice of annual and/or special meeting and related management information circular and materials, and other corporate information about the Corporation.

At any time, the Corporation may elect to not send a document electronically, or a document may not be available electronically. In either such case, a paper copy will be mailed to Shareholders.

Registered Shareholders can consent to electronic delivery by completing and returning the form of consent included with the form of proxy. Non-registered Shareholders can consent to electronic delivery by completing and returning the appropriate form received from the applicable intermediary.

Shareholders are not required to consent to electronic delivery. The Corporation will notify consenting Shareholders at the email address provided by the Shareholder on the form of proxy when the documents that the Shareholder is entitled to receive are posted on the Corporation's website, with a link to the specific pages of the website containing the PDF document.

NOTICE AND ACCESS

In 2012, the Canadian Securities Administrators announced the adoption of regulatory amendments to securities laws governing the delivery of proxy-related materials by public companies. As a result, public companies are now permitted to advise their Shareholders of the availability of all proxy-related materials on an easily accessible website, rather than mailing physical copies of the materials.

As described in the "notice and access" notification mailed to Shareholders of the Corporation, the Corporation has opted to deliver its Meeting materials to Shareholders by posting them on its website at www.shamaranpetroleum.com and under the Corporation's issuer profile on SEDAR at www.sedar.com on May 15, 2023. The Meeting materials will be available on the Corporation's website for one full year.

The Corporation has decided to mail paper copies of the Information Circular to those registered and non-registered Shareholders who had previously elected to receive paper copies of the Corporation's Meeting materials. All other Shareholders will receive a "notice and access"

notification which will contain information on how to obtain electronic and paper copies of the Information Circular in advance of the Meeting and for a full year following the Meeting.

INTEREST OF CERTAIN PERSONS OR COMPANIES IN MATTERS TO BE ACTED UPON

Except as may be disclosed herein, no director or executive officer of the Corporation, or any person who has held such a position since the beginning of the last completed financial year end of the Corporation, nor any nominee for election as a director of the Corporation, nor any associate or affiliate of the foregoing persons, has any substantial or material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted upon at the Meeting. Executive officers may, however, be interested in the annual approval of the Corporation’s 10% rolling Incentive Stock Option Plan (the “**Stock Option Plan**”) as detailed in “*Particulars of Other Matters to be Acted Upon – Annual Approval of Stock Option Plan*” and non-executive directors may, however, be interested in the amendments and ratification of the Corporation’s Deferred Share Unit Plan (the “**DSU Plan**”) “*Particulars of Other Matters to be Acted Upon – Ratification and Approval of DSU Plan*”.

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

The Corporation is authorized to issue an unlimited number of Common Shares, of which 2,821,287,906 Common Shares are issued and outstanding as at May 15, 2023. Each Common Share is entitled to one vote.

In accordance with applicable laws, the board of directors of the Corporation (the “**Board**”) has fixed May 5, 2023 (the “**Record Date**”) as the record date for the purposes of determining Shareholders entitled to receive notice of and vote at the Meeting. Shareholders who wish to be represented by proxy at the Meeting must, to entitle the person appointed by the form of proxy to attend and vote, deliver their form of proxies at the place and within the time set forth in the notes to the form of proxy.

To the knowledge of the directors and executive officers of the Corporation as at the date of this Information Circular, only the following persons beneficially own or control or direct, directly or indirectly, Common Shares carrying 10% or more of the voting rights attached to all outstanding Common Shares:

Name	Number of Common Shares ⁽²⁾	Percentage of Total Issued Common Shares ⁽³⁾
Zebra Holdings and Investments S.à.r.l. (“ Zebra ”) ⁽¹⁾ and Nemesia S.à.r.l. (“ Nemesia ”) ⁽¹⁾	724,584,065	25.7 %

⁽¹⁾ Zebra and Nemesia, who report their security holdings as joint actors, are private companies ultimately controlled by a trust whose settlor is the Estate of the late Adolf H. Lundin.

⁽²⁾ The information above has been obtained by the Corporation from filings on the System for Electronic Disclosure by Insiders (SEDI) as of the date of this Information Circular.

⁽³⁾ The percentage shown has been calculated based on the number of issued and outstanding Common Shares of the Corporation as at May 15, 2023.

BUSINESS OF THE ANNUAL GENERAL AND SPECIAL MEETING

FINANCIAL STATEMENTS AND AUDITORS’ REPORT

The Corporation’s consolidated financial statements for the year ended December 31, 2022 and the report of the auditors thereon will be placed before the Meeting. Copies of the consolidated financial statements and auditors’ report, together with the related management’s discussion and analysis, have been mailed to all registered Shareholders and non-registered Shareholder (or Beneficial Shareholders) who have opted to receive such materials. These documents can also be found on the Corporation’s website at www.shamaranpetroleum.com and are also available under the Corporation’s issuer profile on SEDAR at www.sedar.com. No vote by the Shareholders is required to be taken with respect to the consolidated financial statements.

ELECTION OF DIRECTORS

The term of office of each current director expires at the Meeting. At the Meeting, Shareholders will be asked to elect the six persons named below will be proposed for election as directors of the Corporation for the ensuing year. Unless authority to vote is withheld, the Common Shares represented by the proxies hereby solicited will be voted by the persons named therein **FOR** the election of the nominees whose names are set forth below. All nominees are presently members of the Board and the dates on which they were first elected or appointed are indicated below. Management does not contemplate that any nominee will be unable or unwilling to serve as a director, but if that should occur for any reason prior to the Meeting, Management Proxyholders reserve the right to vote **FOR** another nominee in their discretion, unless the Shareholder has specified in the accompanying form of proxy that such Shareholder’s Common Shares are to be withheld from voting on the election of directors.

Pursuant to the advance notice provisions contained in Part 28 of the Corporation’s Articles (the “**Advance Notice Provisions**”) any additional director nominations for the Meeting must be received by the Corporation in compliance with the Advance Notice Provisions no

later than 40 days prior to the date of the Meeting. No such nominations have been received by the Corporation as the date for making such nominations as per the Advance Notice Provisions closed prior to the date hereof.

The following table states the name of each person proposed to be nominated by management for election as a director (a “**proposed director**”), the jurisdiction in which he is ordinarily resident, all other positions and offices with the Corporation and any significant affiliate now held by each such person, if any, his principal occupation or employment, the period or periods of service as a director of the Corporation and the approximate number of Common Shares of the Corporation beneficially owned directly or indirectly, by each such person, or over which he or she exercises control or direction.

Name and jurisdiction of residence	Offices held and date of appointment as a Director	Number of Common Shares beneficially owned or controlled or directed, directly or indirectly ⁽²⁾	Principal Occupation within the Preceding Five Years ⁽¹⁾
Chris Bruijnzeels The Netherlands	Director (January 19, 2015) Chairman of the Board (May 15, 2019)	2,579,612	Director of the Corporation ; Director of International Petroleum Corp., previously President & CEO of the Corporation and previously Director of Norwegian Energy Company ASA.
Michael Ebsary Switzerland	Director (January 1, 2019)	697,625	Director of the Corporation; previously CEO & Director of Oryx Petroleum Limited.
Keith C. Hill U.S.A.	Director (February 19, 2007)	1,343,000	Director of the Corporation; President & CEO of Africa Oil Corp.
William A.W. Lundin Switzerland	Director (June 26, 2019)	2,952,900	Director of the Corporation; Chairman & Director of Africa Energy, Director of Filo Mining Corp. and Chief Operating Officer of International Petroleum Corp.
Garrett Soden Spain	President & CEO (Effective May 15, 2023) Proposed Director	Nil	Proposed Director of the Corporation; President & Chief Executive Officer of the Corporation and of Africa Energy Corp. and Non-Executive Director of Gulf Keystone Petroleum Ltd. and Panoro Energy ASA
Nick Walker Switzerland	Director (June 23, 2022)	Nil	Director of the Corporation; CEO of Vedanta - Cairn Oil & Gas; Director of Maha Energy AB, Former President & Chief Executive Officer of Lundin Energy AB.

(1) The information as to the jurisdiction of residence and principal occupation, not being within the knowledge of the Corporation, has been furnished by the respective directors individually.

(2) The information as to Common Shares beneficially owned or controlled or directed, directly or indirectly, not being within the knowledge of the Corporation, has been furnished by the respective directors individually.

Chris Bruijnzeels, Chairman of the Board and Director

From January 15, 2015 to May 15, 2019, Mr. Bruijnzeels was President and Chief Executive Officer of the Corporation. Mr. Bruijnzeels is a qualified Professional Engineer with over 35 years of experience in the oil and gas industry. Mr. Bruijnzeels is a Director of International Petroleum Corporation and was Senior Vice President, Development of Lundin Petroleum AB from January 2003 until he joined the Corporation in 2015.

Michael Ebsary, Director

Mr. Ebsary was previously the Chief Executive Officer and a director of Oryx Petroleum Limited from 2010 to 2016. Mr. Ebsary served as the Chief Financial Officer of Addax Petroleum Corporation, an international oil and gas exploration and production company, for 11 years between 1998 and 2009, after having held various positions in project finance and treasury with oil companies Elf Aquitaine and Occidental Petroleum both in France and the United Kingdom. Mr. Ebsary began his career with positions at multinational banking institutions in Canada and the United Kingdom. Mr. Ebsary holds an MBA from Queen’s University.

Keith C. Hill, Director

Mr. Hill is currently President and Chief Executive Officer of Africa Oil Corp., a publicly traded oil and gas company focused on Africa. Mr. Hill has over 30 years of experience in the oil industry and has previously served as President of each of: Valkyries Petroleum, Black Pearl Resources and ShaMaran Petroleum. Prior to that, Mr. Hill's experience included international new venture management and senior exploration positions at Occidental Petroleum and Shell Oil Company. His education includes a Master of Science degree in Geology and Bachelor of Science degree in Geophysics from Michigan State University as well as an MBA from the University of St. Thomas in Houston.

William A.W. Lundin, Director

Mr. Lundin is the Chairman of the Board of Africa Energy Corp., a Director of the Board of Filo Mining Corp., a Director of the Board of the Lundin Foundation and is the Chief Operating Officer of International Petroleum Corp. Mr. Lundin holds a Bachelor of Engineering in Mineral Resource Engineering from Dalhousie University and he is recognized as a professional engineer in the Province of Alberta.

Garrett Soden, Proposed Director

Mr. Soden became President and Chief Executive Officer of the Corporation effective on May 15, 2023 and is also currently President and Chief Executive Officer of Africa Energy Corp. Mr. Soden has worked with the Lundin Group since 2007 and has extensive experience as a senior executive and board member of various public companies in the natural resources sector. Mr. Soden is currently a Non-Executive Director of Gulf Keystone Petroleum Ltd. and Panoro Energy ASA. He holds a BSc honors degree from the London School of Economics and an MBA from Columbia Business School.

Nick Walker, Director

Mr. Walker is currently Chief Executive Officer of Vedanta - Cairn Oil & Gas, the largest private sector producer of crude oil in India. Mr. Walker has over 30 years of experience in the oil and gas industry and previously served as President and CEO of Lundin Energy AB, as Chief Operating officer of Africa Oil Corp., and various senior roles with Talisman Energy Inc., including as Executive Vice President International Operations and country manager positions in the United Kingdom and Malaysia/Vietnam. His education includes degrees in Mining Engineering from Imperial College London, Computer Science from University College London as well as an MBA from City University Business School, London.

The Board of Directors does not have an executive committee. There are presently four standing committees of the Board: the Audit Committee, the Compensation Committee, the Reserves Committee and the Corporate Governance and Nominating Committee. The following table sets out the proposed membership of such committees following the Meeting:

Audit Committee	Compensation Committee	Reserves Committee	Corporate Governance and Nominating Committee
Michael Ebsary*	Keith C. Hill*	William A.W. Lundin*	Nick Walker*
Chris Bruijnzeels	Michael Ebsary	Chris Bruijnzeels	Michael Ebsary
Keith C. Hill	Chris Bruijnzeels	Nick Walker	William A.W. Lundin

*Chair of the Committee

For further information on the standing Board committees, see "*Disclosure of Corporate Governance Practices*" below.

Other than as disclosed below, none of the proposed directors (or any of their personal holding companies):

- (a) is, as at the date of this Information Circular, or has been, within ten years before the date of this Information Circular, a director, chief executive officer or chief financial officer of any company that:
 - (i) was the subject of a cease trade order or similar order or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days (an "order") that was issued while that person was acting in the capacity as director, chief executive officer or chief financial officer; or
 - (ii) was the subject of an order that was issued after the person ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer;
- (b) is, as at the date of this Information Circular, or has been within the 10 years before the date of this Information Circular, a director or executive officer of any company that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or

- (c) has, within the 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, arrangements or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of that individual.

None of the proposed directors (or any of their personal holding companies) has been subject to:

- (a) 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
- (b) 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.

AUDIT COMMITTEE AND NATIONAL INSTRUMENT 52-110, AUDIT COMMITTEES (“NI 52-110”) DISCLOSURE

The Audit Committee of the Corporation oversees the accounting and financial reporting processes of the Corporation and its subsidiaries and all audits and external reviews of the financial statements of the Corporation on behalf of the Board, and has general responsibility for oversight of internal controls, accounting and auditing activities of the Corporation and its subsidiaries. All auditing services and non-audit services to be provided to the Corporation by the Corporation’s auditors are pre-approved by the Audit Committee. The Audit Committee is responsible for examining all financial information, including annual and quarterly financial statements, prepared for securities commissions and similar regulatory bodies prior to filing or delivery of the same. The Audit Committee also oversees the annual audit process, the Corporation’s internal accounting controls, the Code of Business Conduct and Ethics, as amended (the “Code”), any complaints and concerns regarding accounting, internal controls or auditing matters and the resolution of issues identified by the Corporation’s external auditors. The Audit Committee recommends to the Board the firm of independent auditors to be nominated for appointment by the Shareholders and the compensation of the auditors. The Audit Committee meets a minimum of four times per year. The Audit Committee’s Charter is attached as Schedule “A” to this Information Circular.

Composition of the Audit Committee and Relevant Education and Experience

Below are the details of each proposed Audit Committee member, including their name, whether they are independent of the Corporation and financially literate within the meaning of NI 52-110, and a summary of their education and experience which is relevant to the performance of their responsibilities as an Audit Committee member.

Audit Committee Member Name	Independent ⁽¹⁾	Financially Literate ⁽²⁾
Michael Ebsary	Yes	Yes
Chris Bruijnzeels	No	Yes
Keith C. Hill	Yes	Yes

⁽¹⁾ To be considered independent, a member of the audit committee must not have any direct or indirect “material relationship” with the Corporation. A material relationship is a relationship which could, in the view of the Board of Directors of the Corporation, reasonably interfere with the exercise of a member’s independent judgement. Mr. Chris Bruijnzeels is not considered "independent" within the meaning of NI 52-110, as he was a paid advisor to the Corporation compensated in excess of CAD \$75,000 annually until May 2021.

⁽²⁾ To be considered financially literate, a member of the audit committee must have the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Corporation’s financial statements.

Education and experience relevant to performance of Audit Committee duties

Michael Ebsary, Audit Committee Chair and member

Mr. Ebsary was previously the Chief Executive Officer and a director of Oryx Petroleum Limited from 2010 to 2016. Mr. Ebsary served as the Chief Financial Officer of Addax Petroleum Corporation, an international oil and gas exploration and production company, for 11 years between 1998 and 2009, after having held various positions in project finance and treasury with oil companies Elf Aquitaine and Occidental Petroleum both in France and the United Kingdom. Mr. Ebsary began his career with positions at multinational banking institutions in Canada and the United Kingdom. Mr. Ebsary holds an MBA from Queen’s University. It is proposed that Mr. Ebsary be re-appointed Chair of the Audit Committee following the Meeting.

Chris Bruijnzeels, Audit Committee member

Mr. Bruijnzeels was previously the President and Chief Executive Officer of the Corporation from January 2015 to May 2019 and a director of the Corporation from 2015 to the present and became the Chairman of the Board of the Corporation in May 2019. He is a graduate of Delft University where he obtained a degree in Mining Engineering and has obtained financial experience and exposure to accounting and financial issues through his roles in the Corporation as President and Chief Executive Officer, Director and Chairman of the Board. It is proposed that Mr. Bruijnzeels be re-appointed as a member of the Audit Committee following the Meeting.

Keith C. Hill, Audit Committee member

Mr. Hill has been a Director of the Corporation since February 2007 and served as Chairman of the Board from February 2007 to May 15, 2019. Mr. Hill is President, Chief Executive Officer and a director of Africa Oil Corp.; a director of Africa Energy Corp., Eco (Atlantic) Oil & Gas Ltd. and TAG Oil Corp. Prior to his appointment as Chief Executive Officer of Africa Oil Corp., Mr. Hill was President and CEO of Black Pearl Resources Inc. and of Valkyries Petroleum Corp. Mr. Hill holds a Master of Science degree in Geology and Bachelor of Science degree in Geophysics from Michigan State University, as well as an MBA in Finance from the University of St. Thomas in Houston. It is proposed that Mr. Hill be re-appointed as a member of the Audit Committee following the Meeting.

Audit Committee Oversight

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

Reliance on Certain Exemptions

Since the commencement of the Corporation's recently completed financial year, the Corporation has not relied on the exemptions contained in section 2.4 (*De Minimis Non-audit Services*), subsection 6.1.1(4) (*Circumstances Affecting the Business or Operations of the Venture Issuer*), subsection 6.1.1(5) (*Events Outside Control of Member*) or subsection 6.1.1(6) (*Death, Incapacity or Resignation*) of NI 52-110, or discretionary exemption from NI 52-110, in whole or in part, granted under Part 8 (*Exemptions*) thereof.

Pre-Approval Policies and Procedures

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

External Auditor Service Fees (By Category)

The following table discloses the fees billed to the Corporation by its external auditor during the last two fiscal years ended December 31, 2022 and December 31, 2021:

Fiscal Year	Audit Fees⁽¹⁾ \$ ⁽²⁾	Audit Related Fees⁽³⁾ \$ ⁽²⁾	Tax Fees⁽⁴⁾ \$ ⁽²⁾	All Other Fees⁽⁵⁾ \$ ⁽²⁾
2022	152,765	20,894	48,850	Nil
2021	126,399	48,012	118,724	Nil

⁽¹⁾ The aggregate fees billed for audit services.

⁽²⁾ Fees are reported in U.S. Dollars.

⁽³⁾ The aggregate fees billed for assurance and related services 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.

⁽⁴⁾ The aggregate fees billed for tax compliance, tax advice, and tax planning services.

⁽⁵⁾ The aggregate fees billed for professional services other than those listed in the other three columns.

Exemption

The Corporation is relying upon the exemption in section 6.1 of the NI 52-110 – Audit Committees, which exempts venture issuers (as defined therein) from the requirements of Part 3 (*Composition of the Audit Committee*) and Part 5 (*Reporting Obligations*) of that instrument.

STATEMENT OF EXECUTIVE COMPENSATION

For the purposes of this Information Circular, a Named Executive Officer (a “NEO”) means each of the following individuals: (a) the Chief Executive Officer of the Corporation, (b) the Chief Financial Officer of the Corporation, (c) the most highly compensated executive officer of the Corporation including any of its subsidiaries, or the most highly compensated individual acting in a similar capacity, other than the Chief Executive Officer and Chief Financial Officer, at the end of the most recently completed financial year whose total compensation was, individually, more than CAD \$150,000 as determined in accordance with subsection 1.3(5) of Form 51-102F6V for the financial year ended December 31, 2022; and (d) each individual who would be an NEO under paragraph (c) but for the fact that the individual was neither an executive officer of the Corporation or its subsidiaries, nor acting in a similar capacity, as of December 31, 2022.

During the financial year ended December 31, 2022, the Corporation had four NEOs, namely, Dr. Adel Chaouch, President and Chief Executive Officer, Mr. Elvis Pellumbi, Chief Financial Officer, Mr. Alex C. Lengyel, Chief Commercial Officer and Corporate Secretary and Mr. Chris Bruijnzeels was a paid advisor to the Corporation, compensated in excess of CAD \$75,000 annually until May 2021.

COMPENSATION DISCUSSION AND ANALYSIS

The following compensation discussion and analysis describes the Corporation’s practices with respect to the compensation of its NEOs.

Overview of Compensation Philosophy

The Corporation’s compensation philosophy is to structure remuneration packages that are sufficiently attractive to recruit, retain and motivate the kind of executives who will be instrumental in helping the Corporation achieve its short and long-term objectives, to provide executives with compensation that is in accordance with existing market standards generally, to align the interests of executive officers with those of the Corporation’s Shareholders and to link individual executive compensation to the performance of both the Corporation and the individual executive.

The Corporation’s compensation structure is based on a European model which takes into account inflation (cost of living) and provides for merit increases (only to the extent that an individual’s job description or duties have been substantially altered), and cash bonuses which are based on a number of factors, including base salary, length of service and specific performance.

Elements of Compensation

Executive compensation is comprised of three elements:

- base salaries, which are set at levels which are competitive with the base salaries paid by corporations of a comparable size within the oil and gas exploration industry and with operations at approximately the same stage of development, thereby enabling the Corporation to compete for and retain executives critical to the Corporation’s long-term success;
- bonuses, which are considered from time to time, based on individual and corporate performance criteria;
- share ownership opportunities through a Stock Option Plan, a Share Unit Plan and Deferred Share Unit Plan providing for the issuance, at the discretion of the directors, of stock options, restricted share units, performance share units and deferred share units, which provides additional incentive and aligns the interests of executive officers with the longer-term interests of Shareholders.

Each element of the Corporation's executive compensation program is described in more detail below.

Base Salaries

An NEO’s base salary is intended to remunerate the NEO for discharging job responsibilities and reflects the executive’s performance over time. Individual salary adjustments take into account performance contributions in connection with their specific duties. The base salary of each executive officer is determined by the Compensation Committee based on an assessment of his sustained performance and consideration of competitive compensation levels for the markets in which the Corporation operates. In making its recommendations to the Board, the Compensation Committee also considers the particular skills and experience of the individual. The base salaries of executive officers are reviewed annually.

Performance-based Cash Bonuses

The Corporation may award discretionary cash bonuses to executive officers and employees of the Corporation from time to time. The amount of the bonus that each individual may be eligible for is not set in relation to any formula or specific criteria, but rather is the result of a comprehensive determination of the Corporation's performance, overall industry conditions, as well as the individual's performance and his or her contribution to overall corporate goals. The payment of bonuses is subject to the final approval of the Board and the Board has the discretion to amend or veto bonuses in its sole discretion.

Long Term Incentive Compensation

The Corporation may, in order to align the performance of its executives to strategic goals of the Corporation and its long-term Shareholder return, issue stock options (“**Stock Options**”), restricted share units (“**RSUs**”) and/or, performance share units (“**PSUs**”). A description of these awards follows and details on each of the plans governing these awards is contained on Page 16 under the heading, “*Securities Authorized For Issuance Under Equity Compensation Plans*”.

Stock Options

The stock option component of a NEO’s compensation, which includes a vesting element to ensure retention, serves to both motivate the executive toward increasing share value and to enable the executive to share in the future success of the Corporation. Individual stock options are granted by the Board on the recommendation of senior management, in the case of employees, and by the Compensation Committee, in the case of executive officers, including the NEO’s. Options are normally awarded by the Board upon the commencement of an individual’s employment with the Corporation based on the level of responsibility within the Corporation. Additional option grants may be made periodically to ensure that the number of stock options granted to any particular individual is commensurate with the individual’s level of ongoing responsibility within the Corporation. In considering additional grants, a number of factors are considered, including, the role the individual plays in the Corporation, the number of stock options an individual has been granted, the exercise price and the value of the options and the term remaining on those options. The terms and conditions of the Corporation’s stock option grants, including vesting provisions and exercise prices, are governed by the terms of the Stock Option Plan, which are described under “*Securities Authorized for Issuance Under Equity Compensation Plans*”.

Restricted Share Units (“**RSUs**”)

The RSU component of a NEO’s compensation is an incentive-based method of compensation pursuant to which executives are awarded units in lieu of cash payments that such individuals are entitled to for their service to the Corporation. When RSUs are granted the award is valued based on the market price of the Corporation’s shares at the time of grant and the value of a RSU tracks the market value of the Corporation’s shares from the date of grant to the date of expiry, which is generally three years from the grant date. When the RSU is paid out, the value of the RSU will be the market value of the Corporation’s shares at the payout date. RSUs may be settled in cash or the Corporation’s shares issued from treasury.

Performance Share Units (“**PSUs**”)

Similar to RSUs, the performance share unit component of a NEO’s compensation is an incentive-based method of compensation pursuant to which executives are awarded units that track the value of the Corporation’s common shares. However, PSUs are subject to additional performance conditions that serve to enhance the alignment of executives to key strategic, financial and operational milestones of the Corporation. PSUs will vest when the performance conditions have been met. PSUs may be settled in cash or the Corporation’s shares issued from treasury.

Benefits and Perquisites

Benefits form a part of the remuneration package of the named NEOs. Employment benefits, health care, life insurance and, where applicable, state pension plan contributions are provided in a manner which is in keeping with industry standards.

Defined Benefit Pension Plan

During the financial year ended December 31, 2022, each of the NEOs (other than Mr. Bruijnzeels) received either employer contributions to a pension plan or a payment in lieu of a plan and employer contributions to personal medical insurance.

The Corporation’s Swiss subsidiary, ShaMaran Services S.A., has a defined benefit pension plan that is managed through a private pension plan. Independent actuaries determine the cost of the defined benefit plan on an annual basis, and ShaMaran Services S.A. pays the annual insurance premium. The pension plan provides benefits coverage to the Swiss-based employees of ShaMaran Services S.A. in the event of retirement, death or disability. ShaMaran Services S.A. and its Swiss-based employees jointly finance retirement and risk benefits. Swiss-based employees of ShaMaran Services S.A. pay 40% of the savings contributions, of the risk contributions and of the cost contributions and ShaMaran Services S.A. contributes the difference between the total of all required pension plan contributions and the total of all employees’ contributions. A summary of the key terms of the Corporation’s defined benefit pension plan is as follows:

General Information. ShaMaran Services S.A. is affiliated to the Swiss Life Collective BVG Foundation in Zurich which offers full insurance coverage. The employees are admitted to the risk insurance after age 18 (death and disability) and to full insurance after age 25 (retirement, death and disability). The normal retirement age (“**NRA**”) is 65 years for men and 64 years for women. Early retirement is possible up to 7 years before NRA. Deferred retirement is possible up to age 70.

Salary Definition. The insured salary corresponds to the annual base salary (no coordination offset) and is capped at 3,000% of the maximum Swiss social security pension.

Retirement credits. Amounts are age related and a percentage of the insured salary (years 18 – 34 = 7%; years 35 – 44 = 10%; years 45 – 54 = 15%; years 55 – 65 male/ 64 female = 18%).

Retirement benefits. The accrued savings capital is converted into a lifelong retirement pension plus a 60% future spouse pension based upon the conversion rate at the age of retirement. The insured member can choose a lump-sum pay-out upon request.

Disability benefits. The temporary disability pension up to NRA is equal to 50% of the insured salary. It is replaced by a lifelong retirement pension based on the accrued savings capital (premium waiver).

Death benefits. The spouse pension amounts to 60% of the projected retirement pension without interest at NRA. A lump sum on death before retirement is equal to the accrued savings capital less the present value of the spouse pension.

Contributions. Employees pay 40% of the savings contributions, of the risk contributions and of the cost contributions. The employer contribution corresponds to the difference between the total of all required pension plan contributions and the total of all employees' contributions.

Vesting. The accrued savings capital is immediately and fully vested. It is transferred to the new employer's pension fund or to a blocked account upon termination of the employment contract.

Other. Pension increases are granted by Swiss pension plan trustees on an ad-hoc basis depending on the financial situation of the pension fund. Employees can pay voluntary contributions up to the legal limit which is based on a defined percentage of an employee's insured salary over the insurable period of employment. Employees can withdraw part of or all accrued savings capital for the encouragement of home ownership for their own use.

Composition of the Compensation Committee

The Compensation Committee, on behalf of the Board, monitors compensation for the executive officers of the Corporation. For the year ended December 31, 2022, the Compensation Committee consisted of three members: namely, Messrs. Keith C. Hill, Michael Ebsary and Chris Bruijnzeels. Messrs. Hill and Ebsary are considered to be "independent" within the meaning of NI 52-110 for 2023, and Mr. Bruijnzeels is not considered "independent" within the meaning of NI 52-110, as he was a paid advisor to the Corporation compensated in excess of CAD \$75,000 annually until May 2021. Since April 2008 the Compensation Committee has maintained a mandate and meets as frequently as necessary in order to fulfill its responsibilities and in any event, at least once annually.

The following is a summary description of the mandate and responsibilities of the Compensation Committee as it relates to NEO compensation:

- to review and approve corporate goals and objectives relevant to NEO compensation, including the evaluation and performance of the NEO in light of those corporate goals and objectives, and to make recommendations to the Board with respect to NEO compensation levels (including the award of any cash bonuses or share ownership opportunities);
- to consider the implementation of short and long-term incentive plans, including equity-based plans, proposed by management, to make recommendations to the Board with respect to these plans and to annually review such plans after their implementation; and
- to annually review any other benefit plans proposed by management and to make recommendations to the Board with respect to their implementation.

All members of the Compensation Committee have direct experience which is relevant to their responsibilities as Compensation Committee members. All members are or have held senior executive roles within public companies, and therefore have a good understanding of compensation programs. They also have good financial understanding which allows them to assess the costs versus benefits of compensation plans. The members combined experience in the resource sector provides them with the understanding of the Corporation's success factors and risks, which is very important when determining metrics for measuring success.

Performance Factors

At this stage of the Corporation's development, no formal criteria have been established to evaluate corporate and individual performance; however, a number of factors are considered by the Compensation Committee in making recommendations for executive compensation including, but not limited to:

- the progression of the Corporation's projects framed around budget forecasts presented to and approved by the Board;
- the Corporation's overall financial and operating performance;
- objective factors such as the NEO's level of responsibilities, experience, and expertise, length of service and the levels of compensation provided by industry competitors;

- subjective factors such as leadership and such NEOs specific performance and contribution to the benefit of the Corporation, including maintaining good government relations;
- compensation data of peer group companies;
- the Corporation's market capitalization; and
- the long-term interests of the Corporation and its Shareholders.

Role of Management in Determining Compensation

The accountability for decisions on executive remuneration is within the mandate of the Board with recommendations from the Compensation Committee; however, management has a key role in helping support the Compensation Committee in fulfilling its obligations. For example, the CEO and other senior members of the Corporation's management team provide a source of external data and analysis.

Recruiting and Retention

The Corporation recognizes that its compensation package has to be sufficient to attract and retain the right level of skill, expertise and talent in an increasingly competitive global market.

The structure of the remuneration package must be well-balanced across the short, medium and longer-term elements, so that it is both attractive to the individual and cost effective for the Corporation. This balance is achieved by providing base salary at a reasonable median level as an anchor which makes the Corporation a realistic prospect for talented candidates. However, the short-term incentive (discretionary bonuses) provides recruits with the opportunity to achieve superior total annual reward through their own delivery of excellence at individual

and business levels. Finally, the longer-term reward element (stock option and share unit grants), which provides the opportunity to build ownership and growth in the medium and longer term future in line with the opportunities for success afforded to the Shareholders.

Fiscal 2022 Compensation Review

In December 2022, the Compensation Committee conducted its annual review of NEO salaries and to consider bonuses to the NEOs as well as other staff. The Compensation Committee determined that it was appropriate that Messrs. Chaouch, Pellumbi and Lengyel each receive cash bonuses which are reflected in the Summary Compensation Table below under the column "Annual Incentive Plans". The Board accepted and approved the recommendations of the Compensation Committee on December 19, 2022.

The Compensation Committee was satisfied that the Corporation's compensation appropriately took into account the factors relevant to the industry, the Corporation's performance within that industry, and the individual contributions to the Corporation's performance made by its NEOs.

During the fiscal year ended December 31, 2022 the Corporation made grants to NEOs as well as other staff under the Stock Option Plan and the Share Unit Plan as further described under the section entitled "Stock Options and Other Compensation Securities".

Risks Associated with Corporation's Compensation Policies and Practices

Neither the Board nor the Compensation Committee has proceeded to a formal evaluation of the implications of the risks associated with the Corporation's compensation policies and practices. Risk management is a consideration of the Board when implementing its compensation program, and the Board and the Compensation Committee does not believe that the Corporation's compensation program results in unnecessary or inappropriate risk-taking including risks that are likely to have a material adverse effect on the Corporation.

The Corporation's NEOs and directors are not permitted to purchase financial instruments, including for greater certainty, prepaid variable forward contracts, equity swaps, collars or units of exchange funds that are designed to hedge or offset a decrease in market value of equity securities granted as compensation or held, directly or indirectly, by the NEO or director.

Directors' Compensation

To encourage the directors to align their interests with Shareholders, directors are, from time to time, granted incentive stock options pursuant to the Corporation's Stock Option Plan and Deferred Share Units, pursuant to the Corporation's Deferred Share Unit Plan. A description of these awards follows and full details on the Deferred Share Unit Plan is contained on Page 19 under the heading, "Securities Authorized For Issuance Under Equity Compensation Plans".

Directors' and Officers' Liability Insurance

The Corporation maintains insurance for the benefit of its directors and officers and the directors and officers of its subsidiaries, as a group, in respect of the performance of them of the duties of their offices. The total amount of insurance coverage available to the Corporation in 2022 was up to CAD \$20,000,000, depending on the type of claim, with a deductible of up to CAD \$500,000 throughout all of 2022,

depending on the type of claim, for each claim for which the Corporation grants indemnification. The Corporation bears the entire cost of the premiums payable pursuant to this coverage.

Director and NEO Compensation, Excluding Compensation Securities

Set out below is a summary of all compensation paid, payable, awarded, granted, given, or otherwise provided, excluding compensation securities, during the Corporation's two most recently completed financial years to the Corporation's NEOs and directors, in any capacity, for services provided and for services to be provided, directly or indirectly, to the Corporation or any subsidiary thereof. Unless otherwise indicated, all dollar amounts in this section are enumerated in United States dollars, being the Corporation's reporting currency.

Name and position	Year ⁽¹⁾	Salary, consulting fee, retainer or commission ^{(2) (3)} (\$)	Bonus (\$)	Committee or meeting fees ⁽³⁾ (\$)	Value of perquisites (\$)	Value of all other compensation ⁽⁴⁾ (\$)	Total compensation (\$)
Adel Chaouch⁽⁵⁾ <i>Former President, Chief Executive Officer & Director</i>	2022	546,314	738,448	N/A	Nil	219,920	1,504,682
	2021	555,860	472,481	N/A	Nil	162,022	1,190,364
Elvis Pellumbi⁽⁶⁾ <i>Chief Financial Officer</i>	2022	125,681	252,942	N/A	Nil	29,117	407,740
Alex C. Lengyel <i>Chief Commercial Officer & Corporate Secretary</i>	2022	302,304	644,130	N/A	Nil	67,218	1,013,653
	2021	257,393	218,784	N/A	Nil	38,082	514,260
Chris Bruijnzeels⁽⁷⁾ <i>Former President & Chief Executive Officer, Chairman of the Board & Director</i>	2022	Nil	Nil	59,890	Nil	Nil	59,890
	2021	Nil	Nil	56,493	Nil	256,300	312,793
Terry L. Allen⁽⁸⁾ <i>Former Director</i>	2022	Nil	Nil	Nil	Nil	Nil	Nil
	2021	Nil	Nil	33,819	Nil	Nil	33,819
Michael Ebsary <i>Director</i>	2022	Nil	Nil	65,000	Nil	Nil	65,000
	2021	Nil	Nil	61,375	Nil	Nil	61,375
Keith C. Hill <i>Director</i>	2022	Nil	Nil	57,500	Nil	Nil	57,500
	2021	Nil	Nil	59,222	Nil	Nil	59,222
William A.W. Lundin <i>Director</i>	2022	Nil	Nil	50,000	Nil	Nil	50,000
	2021	Nil	Nil	50,000	Nil	Nil	50,000
Nick Walker⁽⁹⁾ <i>Director</i>	2022	Nil	Nil	26,099	Nil	Nil	26,099

(1) Financial year ended December 31, 2022.

(2) Salaries and other compensation earned by NEOs have been paid in United States dollars, Swiss francs or British Pounds and, as applicable, are translated into United States dollars or British Pounds using an average exchange rate for the reporting year for United States dollars of 1.05 per Swiss franc and 1.23 per British Pound. The Corporation paid no retainers or commissions in 2022.

(3) Directors' fees in 2021 and 2022 have been paid in United States dollars.

(4) All other compensation for Dr. Chaouch is comprised of employer pension plan contributions, medical insurance, schooling fees, an allowance towards wellness costs and an allowance for accommodation. All other compensation for Mr. Pellumbi is comprised of payments in lieu of pension benefit, medical insurance and an allowance towards wellness cost and schooling fees. All other compensation for Mr. Lengyel is comprised of certain costs and fees such as medical insurance, payments in lieu of pension benefit and an allowance towards wellness costs. All other compensation for Mr. Bruijnzeels is comprised of fees relating to the Consulting Agreement (refer to discussion under "Relevant Agreements" below) during the year 2021.

(5) Dr. Chaouch was appointed President, Chief Executive Officer and a Director of the Corporation on May 10, 2019 and since his appointment has received his compensation for serving as President and Chief Executive Officer but has received no compensation for serving as Director. Dr. Chaouch resigned as President and Chief Executive Officer of the Corporation to be effective on May 15, 2023.

(6) Mr. Pellumbi's first day of employment as Chief Financial Officer was October 1, 2022.

(7) Mr. Bruijnzeels resigned as President and Chief Executive Officer of the Corporation effective May 10, 2019 and has served as a director of the Corporation since January 1, 2015.

(8) Ms. Allen resigned from the Board on June 23, 2021 and partially redeemed her DSUs in 2022.

(9) Mr. Walker was elected as a Director on June 23, 2022 so only received director fees from that date in 2022.

Stock Options and Other Compensation Securities

The following table sets forth all compensation securities granted or issued to each NEO and director of the Corporation in 2022 -the most recently completed financial year for services provided or to be provided, directly or indirectly, to the Corporation or any of its subsidiaries:

Compensation Securities							
Name and position	Type of compensation security ⁽¹⁾	Number of compensation securities, number of underlying securities ⁽²⁾	Date of issue or grant	Issue, conversion or exercise price (\$) ⁽³⁾	Closing price of security or underlying security on date of grant (\$) ⁽³⁾	Closing price of security or underlying security at year end (\$) ⁽³⁾	Expiry date ⁽⁴⁾
Adel Chaouch⁽⁵⁾ <i>Former President, Chief Executive Officer, & Director</i>	RSUs	5,470,000	March 24, 2022	0.10	0.10	0.09	March 24, 2027
	Stock Options	8,290,000	March 24, 2022	0.10	0.10	0.09	March 24, 2027
Elvis Pellumbi⁽⁶⁾ <i>Chief Financial Officer</i>	Stock Options	5,000,000	October 1, 2022	0.08	0.08	0.09	September 30, 2027
Alex C. Lengyel⁽⁷⁾ <i>Chief Commercial Officer & Corporate Secretary</i>	RSUs	2,540,000	March 24, 2022	0.10	0.10	0.09	March 24, 2027
	Stock Options	3,840,000	March 24, 2022	0.10	0.10	0.09	March 24, 2027
Chris Bruijnzeels⁽⁸⁾ <i>Former President & Chief Executive Officer, Chairman of the Board & Director</i>	DSUs	508,360	March 24, 2022	0.10	0.10	0.09	-
Michael Ebsary⁽⁹⁾ <i>Director</i>	DSUs	508,360	March 24, 2022	0.10	0.10	0.09	-
Keith C. Hill⁽¹⁰⁾ <i>Director</i>	DSUs	508,360	March 24, 2022	0.10	0.10	0.09	-
William A.W. Lundin⁽¹¹⁾ <i>Director</i>	DSUs	508,360	March 24, 2022	0.10	0.10	0.09	-
Nick Walker⁽¹²⁾ <i>Director</i>	DSUs	-	-	-	-	-	-

⁽¹⁾ See “Securities Authorized for Issuance Under Equity Compensation Plans” beginning on page 19 for details about vesting provisions and exercise prices.

⁽²⁾ In accordance with the terms of the plans governing the respective compensation securities, and subject to applicable vesting provisions, each outstanding restricted share unit (RSU) and deferred share unit (DSU) is redeemable for one Common Share or the cash equivalent, and each outstanding Stock Option is exercisable for one Common Share.

⁽³⁾ These values are expressed in Canadian dollars.

⁽⁴⁾ In accordance with the terms of the relevant plans: (i) the outstanding Stock Options vest (and thereupon become exercisable) in one-third increments annually over 3 years from the date of grant, and expire 5 years after the date of grant unless exercised; (ii) the outstanding RSUs do not have a fixed expiry date, but vest in one-third increments annually over 3 years and are subject to redemption on vesting (provided that the redemption date cannot be later than December 31 of the calendar year that is three years after the end of the year in which services to which the grant relates were performed by the holder); and (iii) the outstanding DSUs do not have a fixed expiry date, but vest immediately and are subject to redemption only after the holder ceases to be a director or employee. Stock Options and RSUs are also subject to early termination in the event of the holder ceasing to be a qualified service provider.

⁽⁵⁾ On December 31, 2022, Dr. Chaouch held a total of 60,796,667 compensation securities, pursuant to which up to a maximum of 60,796,667 Common Shares were issuable, consisting of (i) 11,596,667 RSUs that remained subject to vesting and redemption in accordance with their terms, (ii) 8,456,667 Stock Options exercisable at a weighted-average exercise price of CAD \$0.08 per share that were not yet vested, and (iii) 40,743,333 Stock Options exercisable at a weighted-average exercise price of CAD \$0.07 per share that were vested and exercisable. Effective as of May 15, 2023, Dr. Chaouch resigned as President and Chief Executive Officer of the Corporation.

⁽⁶⁾ Mr. Pellumbi’s employment with the Corporation commenced on October 1, 2022 and he was issued Stock Options as of such date.

⁽⁷⁾ On December 31, 2022, Mr. Lengyel held a total of 15,903,333 compensation securities, pursuant to which up to a maximum of 15,903,333 Common Shares were issuable, consisting of (i) 4,243,333 RSUs that remained subject to vesting and redemption in accordance with their terms, (ii) 3,566,667 Stock Options exercisable at a weighted-average exercise price of CAD \$0.09 per share that were not yet vested, and (iii) 8,093,333 Stock Options exercisable at a weighted-average exercise price of CAD \$0.07 per share that were vested and exercisable.

⁽⁸⁾ On December 31, 2022, Mr. Bruijnzeels held 3,133,666 DSUs, pursuant to which up to a maximum of 3,133,666 Common Shares are issuable upon a future redemption after he ceases to be a director. Mr. Bruijnzeels does not hold any other compensation securities of the Corporation.

⁽⁹⁾ On December 31, 2022, Mr. Ebsary held 3,133,666 DSUs, pursuant to which up to a maximum of 3,133,666 Common Shares are issuable upon a future redemption after he ceases to be a director. Mr. Ebsary does not hold any other compensation securities of the Corporation.

⁽¹⁰⁾ On December 31, 2022, Mr. Hill held 3,133,666 DSUs, pursuant to which up to a maximum of 3,133,666 Common Shares are issuable upon a future redemption after he ceases to be a director. Mr. Hill does not hold any other compensation securities of the Corporation.

⁽¹¹⁾ On December 31, 2022, Mr. Lundin held 2,413,613 DSUs, pursuant to which up to a maximum of 2,413,613 Common Shares upon a future redemption after he ceases to be a director. Mr. Lundin does not hold any other compensation securities of the Corporation.

⁽¹²⁾ On December 31, 2022, Mr. Walker held no DSUs and holds no other compensation securities of the Corporation.

Exercise of Compensation Securities by Directors and NEOs

No current director or NEO exercised Stock Options or received settlement of RSUs or DSUs during the 2022 financial year. Following Ms. Allen’s resignation as a Director of the Corporation in June 2021 she has redeemed all of her DSUs as per the terms of the DSU Plan.

TERMINATION AND CHANGE OF CONTROL BENEFITS

Other than as set forth above, and as set out below under Employment Agreements, the Corporation and its subsidiaries have no other compensatory plan, contract or arrangement where a NEO is entitled to receive more than CAD \$100,000 (including periodic payments or instalments) to compensate such executive officer in the event of resignation, retirement or other termination of the NEO's employment with the Corporation or its subsidiaries, a change of control of the Corporation or its subsidiaries, or a change in responsibilities of the NEO, with or without a change in control.

Employment Agreement – Adel Chaouch, former President and Chief Executive Officer

On May 15, 2023 the Corporation announced the resignation of Dr. Chaouch as President, Chief Executive Officer and director of the Corporation. Pursuant to an employment agreement dated May 1, 2019 between Dr. Adel Chaouch and ShaMaran Services S.A. (“**ShaMaran Services**”), Dr. Chaouch was employed at an annual base salary (as at December 31, 2022) of CHF 520,200 per annum, exclusive of bonuses, benefits and other compensation.

Employment Agreement – Garrett Soden, President and Chief Executive Officer (effective May 15, 2023)

Pursuant to an employment agreement dated May 15, 2023 between Mr. Garrett Soden and ShaMaran Services S.A. (“**ShaMaran Services**”), Mr. Soden is employed at an annual base salary (as at the date of this Information Circular) of CHF 520,000 per annum, exclusive of bonuses, benefits and other compensation. The employment agreement of Mr. Soden may be terminated without prior notice only for just cause as defined in the Swiss Code of Obligations. Pursuant to the employment agreement, the Corporation or Mr. Soden may terminate the employment agreement for any reason upon six months' notice.

In case Mr. Soden's employment agreement with ShaMaran Services is terminated within one year following a change of control of ShaMaran Services or of the Corporation, Mr. Soden is entitled to receive within 30 days of termination a lump sum payment of 24 month's base salary then in effect. A change of control in respect of the Corporation shall be deemed to occur if the ultimate parent company of the Corporation is no longer ShaMaran Petroleum Corp. or another person or entity in which one or more members of the Lundin family (including through an investment company or trust) holds the largest shareholding.

Employment Agreement – Elvis Pellumbi, Chief Financial Officer

Pursuant to an employment agreement dated October 1, 2022 between Mr. Pellumbi and ShaMaran Services, Mr. Pellumbi is employed at an annual base salary (as at December 31, 2022) of USD 463,000 per annum, exclusive of bonuses, benefits and other compensation. The employment agreement of Dr. Chaouch may be terminated without prior notice only for just cause as defined in the Swiss Code of Obligations. Pursuant to the employment agreement, the Corporation or Mr. Pellumbi may terminate the employment agreement for any reason upon the applicable notice period as follows:

<u>Period of Employment</u>	<u>Period of Notice</u>
First 3 years	3 months' notice
4 th to 6 th year inclusive	4 months' notice
7 th year to 9 th year inclusive	5 months' notice
10 year to 14 th year	6 months' notice

In case Mr. Pellumbi's employment agreement with ShaMaran Services is terminated within one year following a change of control of ShaMaran Services or of the Corporation, Mr. Pellumbi is entitled to receive within 30 days of termination a lump sum payment of 24 month's base salary then in effect. A change of control in respect of the Corporation shall be deemed to occur if the ultimate parent company of the Corporation is no longer ShaMaran Petroleum Corp. or another person or entity in which one or more members of the Lundin family (including through an investment company or trust) holds the largest shareholding. Further, if Mr. Pellumbi resigns in accordance with the terms of his employment contract following a change of control, he shall, within 30 days of such written notice, receive a lump sum payment of 24 months' base salary.

Employment Agreement – Alex C. Lengyel, Chief Commercial Officer and Corporate Secretary

Pursuant to an employment agreement dated January 17, 2020 between Mr. Lengyel and ShaMaran Services, Mr. Lengyel is employed at an annual base salary (as at December 31, 2022) of CHF 298,500 per annum, exclusive of bonuses, benefits and other compensation. The employment agreement of Mr. Lengyel may be terminated without prior notice only for just cause as defined in the Swiss Code of Obligations. Pursuant to the employment agreement, ShaMaran Services or Mr. Lengyel may terminate the employment agreement for any reason upon the applicable notice period as follows:

<u>Period of Employment</u>	<u>Period of Notice</u>
First 3 months of employments	1 week's notice
4 th month to 1 year inclusive	1 months' notice

1 st year to 3 rd year inclusive	3 months' notice
4 th year to 6 th year	4 months' notice
7 th year to 9 th year inclusive	5 months' notice
10 th year to 14 th year inclusive	6 months' notice

In case Mr. Lengyel's employment agreement with ShaMaran Services is terminated within one year following a change of control of ShaMaran Services or of the Corporation, Mr. Lengyel is entitled to receive within 30 days of termination a lump sum payment of 24 month's base salary then in effect. A change of control in respect of the Corporation shall be deemed to occur if the ultimate parent company of the Corporation is no longer ShaMaran Petroleum Corp. or another person or entity in which one or more members of the Lundin family (including through an investment company or trust) holds the largest shareholding. Further, if Mr. Lengyel resigns in accordance with the terms of his employment contract following a change of control, he shall, within 30 days of such written notice, receive a lump sum payment of 24 months' base salary.

Relevant Agreements - Chris Bruijnzeels, former President and Chief Executive Officer

On May 15, 2019, Mr. Bruijnzeels entered into a Consultant Agreement (the "**Consultant Agreement**") with the Corporation, whereby he received a fixed fee of CHF 52,000 per month for a term of 24 four months in exchange for certain defined consulting services. The Consultant Agreement was terminated effective December 31, 2019 and was replaced with a new agreement between the Corporation and CB Consultants BV, a company owned solely by Mr. Bruijnzeels, effective as of January 1, 2020 for a term of 16 months that ended by its terms in May 2021.

If a change of control had occurred on December 31, 2022, the following payments would have been payable to the following NEOs:

Name	Lump Sum Payment ⁽¹⁾ (\$)	Value of accelerated share-based awards ⁽²⁾ (\$)	Total (\$)
Adel Chaouch	1,125,123	770,772	1,895,895
Elvis Pellumbi	926,000	Nil	926,000
Alex C. Lengyel	622,590	282,033	904,623

- (1) Lump sum payments would be paid in Swiss francs or British Pounds and are translated into United States dollars using the closing exchange rate at December 31, 2022 of 1.08 per Swiss franc and 1.21 per British Pound.
- (2) Share-based award value is calculated based on the closing price of the Corporation's common shares on the TSX-V as at December 31, 2022, being CAD \$0.09 and are translated into United States dollars using the closing exchange rate at December 31, 2022 of 0.7385 per Canadian dollar and assumes full satisfaction of all other vesting conditions.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

Equity Compensation Plan Information

The following table provides information regarding compensation plans under which securities of the Corporation are authorized for issuance to directors, officers, employees and consultants in effect as of the end of the Corporation's most recently completed fiscal year:

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity Compensation Plans approved by securityholders			
Stock Option Plan	82,740,000	CAD \$ 0.072	164,207,140
Deferred Share Unit Plan	11,814,611	CAD \$ 0.059	2,985,389
Share Unit Plan	22,123,339	CAD \$ 0.058	152,876,661
Equity compensation plans not approved by security holders	None	None	None

Percentage of Issued and Outstanding Shares

Stock Option Plan

There are a maximum of 280,885,090 shares issuable under the stock option plan, representing 10% of the Corporation's issued and outstanding shares as at December 31, 2022. At December 31, 2022, there were 82,740,000 stock options outstanding, and share units

combined representing 3% of shares then issued and outstanding and 164,207,140 stock options remained available for grant, representing 6% of shares then issued and outstanding.

Deferred Share Unit Plan

As at December 31, 2022 there are a maximum of 14,800,000 shares issuable under the Deferred Share Unit Plan, representing 0.5 % of the Corporation's issued and outstanding shares. At December 31, 2022, there were 11,814,611 DSUs outstanding. Following ratification and approval by the Shareholders of the Corporation of the amendments to the Deferred Share Unit Plan as being proposed at the Meeting, there will be a maximum of 20,800,000 shares issuable under the Deferred Share Unit Plan, which will consequently reduce the number of stock options and restricted stock units that can be issued under the plans of the Corporation.

Share Unit Plan

There are a maximum of 175,000,000 shares issuable under the Share Unit Plan, representing 6% of the Corporation's issued and outstanding shares as at December 31, 2022. At December 31, 2022, there were 22,123,339 RSUs outstanding.

The Stock Option Plan

The following is a description of material terms of the Stock Option Plan as amended by the Board on May 1, 2023 and May 10, 2023 and is qualified in its entirety by the full text of the Stock Option Plan as amended at Schedule B.

1. Each person who is a bona fide "Consultant", a "Director", an "Employee" or a "Management Company Employee" in relation to the Corporation (as those terms are defined in TSX-V Policy 4.4, Security Based Compensation) is eligible to be granted one or more options (the "Optionee"). The Corporation and the Optionee are to ensure and confirm that the Optionee is a bona fide "Consultant", a "Director", an "Employee" or a "Management Company Employee" each time one or more options are granted to an Optionee.
2. The Stock Option Plan was amended to comply with TSX-V Policy 4.4. such that the number of Common Shares which may be issuable by the Corporation under any stock option plan, deferred share unit plan, employee stock purchase plan, share unit plan, restricted share unit plan, performance share unit plan or any other compensation or incentive mechanism involving the issuance or potential issuance of Shares, including a share purchase from treasury which is financially assisted by the Corporation by way of loan, guarantee or otherwise ("Share Compensation Arrangement") in existence from time to time shall not exceed 10% of the issued and outstanding Common Shares of the Corporation at any point in time, the exercise price of which, as determined by the board of directors in its sole discretion, shall not be less than the closing price of the Corporation's Common Shares traded through the facilities of the TSX Venture Exchange (the "TSX-V") on the date prior to the date of grant, less allowable discounts, in accordance with the policies of the TSX-V, provided that the option price shall not be less than CAD \$0.05 per share.
3. The Stock Option Plan was amended to comply with TSX-V Policy 4.4. such that unless disinterested shareholder approval is obtained, the number of Shares that are issuable to Insiders as a group (as that term is defined under the Policies of the TSX-V) under the Stock Option Plan and all of the Corporation's other previously established or proposed Share Compensation Arrangements shall not exceed 10% of the issued and outstanding share capital of the Corporation at any point in time.
4. The Stock Option Plan was amended to comply with TSX-V Policy 4.4 such that unless disinterested shareholder approval is obtained, the number of Shares that are issuable to Insiders as a group (as that term is defined under the Policies of the TSX-V) in any 12 month period under the Stock Option Plan and all of the Corporation's other previously established or proposed Share Compensation Arrangements shall not exceed 10% of the issued and outstanding share capital of the Corporation, as calculated on the date that the Option is granted.
5. The Stock Option Plan was amended to comply with TSX-V Policy 4.4. such that unless disinterested shareholder approval is obtained, the number of Shares that are issuable to Insiders as a group (as that term is defined under the Policies of the TSX-V) under the Stock Option Plan and all of the Company's other previously established or proposed Share Compensation Arrangements shall not exceed 10% of the issued and outstanding share capital of the Company at any point in time.
6. The Stock Option Plan was amended to comply with TSX-V Policy 4.4. such that the number of Shares that are issuable to any Consultant in any 12 month period under the Stock Option Plan and all of the Corporation's other previously established or proposed Share Compensation Arrangements shall not exceed 2% of the issued and outstanding share capital of the Corporation, as calculated on the date that the Option is granted.
7. The Stock Option Plan was amended to comply with TSX-V Policy 4.4. such that the number of Shares that are issuable pursuant to Options granted or issued under the Stock Option Plan to all Investor Relations Service Providers (as this term is defined in Policy 4.4, "Security Based Compensation" of the TSX-V) in any 12 month period shall not exceed an aggregate of 2% of the issued and outstanding share capital of the Corporation, as calculated on the date that the Option is granted.
8. Shares subject to, but not issued or delivered under an option which expires or terminates, shall again be available for option under the Stock Option Plan. The maximum term of any option is five years.
9. If the option holder ceases to be an eligible person, being a bona fide consultant, a director, an employee or a management company employee in relation to the Corporation (as those terms are defined in Policy 4.4 of the TSX-V) the option shall terminate no longer than 90 days after such person ceases to be in at least one of those categories, or if an Optionee dies, within one year after the date of

such death. Options granted to an option holder who is engaged in investor relations activities must expire within 30 days after the option holder ceases to be so engaged.

10. The options may be subject to such vesting schedule over time as the board of directors may, in their discretion, implement or as may be required by the TSX-V. Options granted to consultants engaged to perform investor relations activities must be subject to vesting requirement, whereby such options must vest in stages over a 12-month period, with no more than 25% of the Shares vesting in any three-month period.
11. There can be no acceleration of the vesting requirements applicable to Investor Relations Services Providers without the prior written approval of the TSX-V.
12. The options are non-assignable. The Corporation may withhold from the Optionee or its agent, as the case may be, any amounts required by applicable legislation to be withheld for any taxes, or otherwise, as a consequence of such participation in the Stock Option Plan.
13. The Corporation must obtain disinterested Shareholder approval for any grant of stock options to insiders within a 12-month period, of a number of options exceeding 10% of the issued share capital of the Corporation.
14. Specific disinterested Shareholder approval is required to reduce the exercise price of an option for an Optionee who is an insider, or to extend the term of the option.
15. The exercise price and the number of Common Shares which are subject to an option may be adjusted from time to time for share dividends, and in the event of amalgamation or merger.
16. The price per Share at which Shares may be purchased upon the exercise of an Option must not be less than the "Discounted Market Price" (as defined in the policies of the Exchange), provided that the Option Price shall not be less than \$0.05 per Share.
17. The Board may alter, suspend or discontinue the Stock Option Plan, but may not, without the approval of the Shareholders of the Corporation, and subject to the approval of the TSX-V, make any amendments to the Stock Option Plan.
18. The Stock Option Plan was amended to comply with TSX-V Policy 4.4. such that any amendments to the terms of the Stock Option Plan or to grants or issuances of Options will be subject to the approval of the TSX-V, and to shareholder approval where applicable.

The Corporation does not provide any financial assistance to participants in order to facilitate the purchase of Common Shares under the Stock Option Plan.

A copy of the Stock Option Plan may be inspected at the head office of the Corporation, 2000, 885 West Georgia Street, Vancouver, British Columbia, V6C 3E8 during normal business hours and at the Meeting. In addition, a copy of the Stock Option Plan will be mailed, free of charge, to any holder of Common Shares who requests a copy, in writing, from the Assistant Corporate Secretary of the Corporation. Any such requests should be mailed to the Corporation, at its head office, to the attention of the Assistant Corporate Secretary.

Deferred Share Unit Plan (the "DSU Plan")

Set out below is a summary of the DSU Plan, as amended by the Board on May 1, 2023 and May 10, 2023 which is qualified in its entirety by the full text of the DSU Plan as amended at Schedule C.

Under the DSU Plan, any director who is not an employee of the Corporation, including any non-executive chair of the Board, is eligible to be granted DSUs (referred to in the following section as "**Participants**"). If a Participant should become an officer (other than non-executive Chairman) or employee of the Corporation while remaining as a Director, his or her eligibility for the DSU Plan shall be suspended effective the date of the commencement of his or her employment and shall resume upon termination of such employment, provided he or she continues as a Director of the Corporation. During the period of such ineligibility, such individual shall not be entitled to receive or be credited with any Deferred Share Units under the DSU Plan, other than dividend equivalent allocations.

Administration of Plan

The Board may, in its discretion, delegate such of its powers, rights and duties under the DSU Plan, in whole or in part, to a committee of the Board or any one or more directors, officers or employees of the Corporation as it may determine from time to time, on terms and conditions as it may determine, except the Board shall not, and shall not be permitted to, delegate any such powers, rights or duties to the extent such delegation is not consistent with Applicable Law. Subject to the foregoing, the Board shall, in its sole and absolute discretion: (i) interpret and administer the Plan; (ii) establish, amend and rescind any rules and regulations relating to the Plan; and (iii) make any other determinations that the Board deems necessary or desirable for the administration of the Plan.

Payment of Annual Cash Remuneration

"Annual Cash Remuneration" means all amounts ordinarily payable in cash to the Participant by the Corporation in respect of the services provided by the Participant to the Corporation in connection with such Participant's service on the Board in a fiscal year, including without limitation (i) the cash retainer, (ii) the fee for serving as a member of a Board committee; (iii) the fee for chairing a Board committee; and (iv) meeting and per diem fees, which amounts are payable as determined by the Board.

Subject to making a timely election and such conditions as the Board may impose, a Participant may elect to receive his or her Annual Cash Remuneration in the form of DSUs, cash or any combination thereof.

The DSU Plan was amended such that the number of Deferred Share Units (including fractional Deferred Share Units) to be granted to a Participant as of a particular date determined by the Board (the “**Grant Date**”) shall be determined by dividing the portion of that Participant's Annual Cash Remuneration for the applicable period to be satisfied by Deferred Share Units by the Market Price on the particular Grant Date, which, unless otherwise determined by the Board, shall be the last day of the Quarter in which such portion of the Participant's Annual Cash Remuneration was earned. The “Market Price,” as defined in the DSU Plan, is the average trading price on the TSX-V for the five trading days immediately preceding such date (subject to such price not being less than the Discounted Market Price (as defined in the policies of the TSX-V).

A DSU is a unit credited to a Participant by way of a bookkeeping entry in a notional account in favour of the participant (a “**DSU Account**”) in the books of the Corporation as of the Grant Date, the value of which is equivalent to a Common Share (based on the closing trading price of the common shares on the TSX-V on the immediately preceding trading date, being the “**Fair Market Value**” as defined in the DSU Plan, on the date on which the DSUs are credited). In cases where the initial value of the grant or issuance of a Deferred Share Unit is tied to the market price, the TSX-V's pricing rules applicable to stock options will apply, including that the price at which Deferred Share Units may be purchased must not be less than the “Discounted Market Price” (as defined in the policies of the TSX-V).

Deferred Share Units

In addition to the election above with respect to Annual Cash Remuneration, the Board may award such number of DSUs to a Participant as the Board deems advisable to provide the Participant with appropriate equity-based compensation for the services he or she renders to the Corporation. Subject to Applicable Law, the Board shall determine the date on which such DSUs may be granted and the date as of which such Deferred Share Units shall be credited to a Participant's DSU Account, together with any terms or conditions with respect to the vesting of such Deferred Share Units.

DSUs credited to a Participant's DSU Account, together with any additional DSUs granted, will vest in accordance with such terms and conditions as may be determined by the Board and set out in the agreement setting out the terms of any DSU award in the form of Schedule B in the DSU Plan (the “**DSU Award Agreement**”), but will not vest before the date that is one year following the date that the DSUs were granted to the Participant. However, as outlined in section 2.3(6) of the DSU Plan, DSUs to a Participant's DSU Account, together with any additional DSUs granted in lieu of dividends, may vest immediately for a Participant who dies or ceases to be an eligible Participant in connection with a change of control, take-over bid, RTO or other similar transaction.

Notwithstanding any other provision hereunder, at the discretion of the Board, a Participant may receive a grant of DSUs under the DSU Plan upon such Participant's first election or appointment to the Board. The aggregate equity award value, based on grant date fair value, of any grants of Deferred Share Units that are eligible to be settled in Shares, in combination with the aggregate equity award value, based on grant date fair value, of any grants under any other Share Compensation Arrangement, that may be made to a Participant for a year shall not exceed \$150,000 (the “**Aggregate Equity Award Limit**”).

Maximum Number of Common Shares Issuable

DSUs may be granted in accordance with the DSU Plan, provided the aggregate number of DSUs outstanding pursuant to the DSU Plan from time to time that are eligible to be settled through the issuance of common shares does not exceed 20,800,000 of the Corporation's outstanding common shares, provided that the number of common shares issued or issuable under all Share Compensation Arrangements or to Insiders as a group shall not exceed 10% of the number of issued and outstanding common shares on a non-diluted basis at any point in time, unless disinterested shareholder approval has been obtained. The DSU Plan is a “fixed number” plan, therefore, should the Corporation issue additional common shares in the future, the number of common shares issuable pursuant to DSUs will not increase. All common shares subject to DSUs that terminate or are cancelled without being settled shall be available for any subsequent grant.

The DSU Plan provides that the maximum number of common shares issuable under the DSU Plan, together with any common shares issuable pursuant to any other Share Compensation Arrangement (which includes the Share Unit Plan and the Stock Option Plan), in any 12 month period: (a) to any one Participant, shall not exceed 5% of the total number of issued and outstanding common shares on the grant date on a non-diluted basis, unless disinterested shareholder approval has been obtained; (b) to insiders (as that term is defined by the TSX-V) as a group shall not exceed 10% of the total number of issued and outstanding common shares on the grant date on a non-diluted basis, unless disinterested shareholder approval has been obtained; and (c) to any one consultant shall not exceed 2% in the aggregate of the total number of issued and outstanding common shares on the grant date on a non-diluted basis. The Aggregate Equity Award Limit of a Participant is subject to the percentage limits for Participants described in subparagraphs (a), (b) and (c) above.

Redemption of DSUs

The DSU Plan was amended such that following the date of a Participant's death or retirement from, or loss of office or employment with the Corporation or a corporation related to the Corporation for purpose of the *Income Tax Act* (Canada) (the “**Termination Date**”), the redemption of DSUs shall be no later than one-month after the Termination Date (the “**Redemption Date**”). The redemption of DSUs shall be made in accordance with a signed Redemption Certificate, in the form at Schedule C of the DSU Plan, that has been filed with the Corporate Secretary of the Corporation no later than the Redemption Date.

A Participant will be entitled to receive from the Corporation, as a single distribution and not in installments:

1. A cash payment, subject to the DSU Award Agreement applicable to such DSUs, if any. Settlement of DSUs in cash shall be made by way of the lump sum payment of an amount equal to the Fair Market Value on the Redemption Date multiplied by the number of Deferred Share Units being settled in cash as of such Redemption Date.
2. a settlement in Shares, to be made by way of the issuance by the Corporation of one Share for each Deferred Share Unit being settled in Shares as of the Redemption Date.
3. A combination of cash and shares.

No fractional shares will be issued and any fractional DSUs shall be settled in cash based on Fair Market Value on the Redemption Date.

Notwithstanding any other provision of the DSU Plan, all Shares issuable and any payments thereto, or in respect of, a Participant shall be issued or paid, as applicable, no later than 12 months immediately after the Participant's Termination Date. All Shares issuable and any payments hereunder to, or in respect of, a Participant shall be issued or paid as set out in the redemption mechanism of the DSU Plan, and in no case later than 12 months immediately after the Participant's Termination Date.

Transferability

No right to receive payment of deferred compensation or retirement awards shall be transferable or assignable by any Participant. During the lifetime of a Participant, the Deferred Share Units may only be redeemed by the Participant.

Adjustments and Reorganizations

Notwithstanding any other provision of the DSU Plan, any change in the common shares, other than in connection with a share consolidation or share split, is subject to the prior approval of the TSX-V, including by reason of any stock dividend, recapitalization, reclassification, amalgamation, arrangement, merger, consolidation, combination or exchange of common shares or distribution of rights to holders of common shares or any other form of corporate reorganization whatsoever, an equitable adjustment permitted under applicable law shall be made to any DSUs then outstanding. Such adjustment shall be made by the Board, subject to applicable law, shall be conclusive and binding for all purposes of the DSU Plan.

Dividends

On any payment date for dividends paid on the common shares, a Participant shall be credited with dividend equivalents in respect of DSUs credited to the Participant's Account as of the record date for payment of dividends. Such dividend equivalents shall be converted into additional Deferred Share Units (including fractional Deferred Share Units) based on the Fair Market Value as of the date on which the dividends on the Shares are paid. In the event that the issuance of additional Deferred Share Units (including fractional Deferred Share Units) would result in any of the limit on the maximum number of shares issuable being exceeded, or the Corporation otherwise does not have sufficient Shares available to be issued, the Corporation will settle its obligation in respect of such dividends described hereto in cash. The DSU Plan was amended such that in the event that the issuance of additional Deferred Share Units (including fractional Deferred Share Units) would result in any of the limits described in the Maximum Number of Common Shares Issuable section above being exceeded, or the Corporation otherwise does not have sufficient Shares available to be issued, the Corporation will settle its obligation in respect of such dividends described hereto in cash.

Amendments to the DSU Plan

The Board may amend, suspend or cancel the DSU Plan or DSUs granted thereunder as it deems necessary or appropriate, provided that: (a) any Shareholder and TSX-V approvals required under applicable law or the rules and policies of the TSX-V are obtained; (b) Shareholder approval will be sought where the proposed addition or amendment results in: (i) an increase in the maximum number of common shares issuable from treasury under the DSU Plan, other than in accordance with the terms of the DSU Plan that permit the Board to make equitable adjustments in the event of transactions affecting the Corporation or the common shares; (ii) amendments to the DSU Plan that would increase the insider participation limits set out in the DSU Plan; (iii) any amendments to increase the maximum aggregate equity award value, based on grant date fair value, of any grants made to a Participant under any other Share Compensation Arrangement to exceed \$150,000; (iv) amendments permitting awards other than DSUs to be made under the DSU Plan; (v) an amendment that would permit DSUs to be granted to persons other than eligible Participants on a discretionary basis; (vi) an amendment to permit DSUs to be transferred other than for estate settlement purposes or to a beneficiary; and (vii) amendments deleting or reducing the range of amendments which require Shareholder approval.

A copy of the DSU Plan may be inspected at the head office of the Corporation, 2000, 885 West Georgia Street, Vancouver, British Columbia, V6C 3E8 during normal business hours and at the Meeting. In addition, a copy of the DSU Plan will be mailed, free of charge, to any holder of Common Shares who requests a copy, in writing, from the Assistant Corporate Secretary of the Corporation. Any such requests should be mailed to the Corporation, at its head office, to the attention of the Assistant Corporate Secretary.

Share Unit Plan (the “Share Unit Plan”)

The Share Unit Plan was established as a vehicle by which equity-based incentives may be awarded to the employees (including officers) and consultants of the Corporation (in this section “**Eligible Participants**”), to recognize and reward their significant contributions to the long-term success of the Corporation including to align employee, and consultant interests more closely with the Shareholders of the Corporation.

Set out below is a summary of the Share Unit Plan, which is qualified in its entirety by the full text of the Share Unit Plan.

Administration of the Share Unit Plan

The Board has authorized the Compensation Committee to administer the Share Unit Plan. The Compensation Committee may (a) interpret and administer the Share Unit Plan; (b) establish, amend and rescind any rules and regulations relating to the Share Unit Plan; and (c) make any other determinations that the Board deems necessary or desirable for the administration of the Share Unit Plan.

Share Units

Share Units may be granted as Restricted Share Units (RSUs) or Performance Share Units (PSUs). Generally, RSUs are subject to time-based vesting requirements whereas PSUs are subject to performance-based vesting requirements.

Maximum Number of Common Shares Issuable

Share Units may be granted in accordance with the Share Unit Plan provided the aggregate number of Share Units outstanding under the Share Unit Plan that are eligible to be settled through the issuance of common shares does not exceed 175,000,000 common shares. The Share Unit Plan is a “fixed number” plan, therefore, should the Corporation issue additional common shares in the future, the number of common shares issuable pursuant to Share Units will not increase. All common shares subject to Share Units that terminate or are cancelled without being settled shall be available for any subsequent grant.

The Share Unit Plan provides that the maximum number of common shares issuable under the Share Unit Plan, together with any common shares issuable pursuant to any other Share Compensation Arrangement (which includes the DSU Plan and the Stock Option Plan), in any one-year period: (a) to any one Eligible Participant, shall not exceed 5% of the total number of issued and outstanding common shares on the grant date on a non-diluted basis; (b) to insiders (as that term is defined by the TSX-V) as a group shall not exceed 10% of the total number of issued and outstanding common shares on the grant date on a non-diluted basis; and (c) to any one consultant shall not exceed 2% in the aggregate of the total number of issued and outstanding common shares on the grant date on a non-diluted basis.

Redemption of Share Units

Share Units may be redeemed by an Eligible Participant on the Redemption Date (being the date on which all of the time-based vesting criteria have been satisfied, in the case of an RSU or the date on which each of the performance based vested criteria have been satisfied, in the case of a PSU). On the Redemption Date, Share Units may be redeemed for cash, common shares or a combination of cash and common shares, at the discretion of the Compensation Committee. In no event will the Redemption Date in respect of any Share Unit be after the end of the calendar year which is three years following the end of the year in which services to which the grant of such Share Unit relates were performed by the employee or consultant to whom such Share Unit was granted (the “**Termination Date**”).

Transferability

Rights respecting Share Units are not transferable or assignable by any Eligible Participant except by will or laws of descent and distribution.

Adjustments and Reorganizations

If any change occurs in the outstanding common shares by reason of a Reorganization (as defined in the Share Unit Plan), the Compensation Committee, in its sole discretion, and without liability to any person, shall make such equitable changes or adjustments, if any, as it considers appropriate, in such manner as the Compensation Committee may consider equitable, to reflect such change or event including, without limitation, adjusting the number of Share Units credited to Eligible Participants, provided that any such adjustment will not otherwise extend the Redemption Date otherwise applicable.

Dividends

On any payment date for dividends paid on the common shares an Eligible Participant shall be credited with dividend equivalents in respect of Share Units credited to the Eligible Participant’s account as of the record date for payment of dividends. Such dividend equivalents shall be converted into additional Share Units (disregarding fractional Share Units) based on the Fair Market Value as of the date on which the dividends on the common shares are paid.

Termination Provisions

(i) *Voluntary Resignation*

In the event an Eligible Participant's employment or service is terminated due to his or her voluntary resignation, then (a) all Share Units granted to the Eligible Participant which have not vested on or before the date of termination shall be forfeited and cancelled effective as of the date of termination; and (b) any vested Share Units credited to the Eligible Participant's account as at the date of termination remain payable in accordance with the Share Unit Plan.

(ii) *Termination without Cause*

In the event an Eligible Person's employment or service is terminated by the Corporation without cause, (a) a portion of the unvested RSUs shall vest in accordance with Section 4.1 of the Share Unit Plan; (b) any unvested PSUs held by such Eligible Participant will remain outstanding for the balance of their term pursuant to the Share Unit Plan and the applicable Grant Agreement and in the event that the applicable performance conditions are met prior to expiry, such PSUs will vest and may be redeemed; and (c) any vested Share Units credited to the Eligible Participant's account as of his or her date of termination will remain payable in accordance with the terms of the Share Unit Plan.

(iii) *Termination for Cause*

In the event that an Eligible Participant's employment or service is terminated for cause, the Eligible Participant's Share Units, whether vested or unvested, shall be forfeited and cancelled as of the date of termination.

(iv) *Retirement, Death or Disability*

Upon the retirement, death or disability of an Eligible Participant, (a) a portion of the unvested RSUs held by the Eligible Participant shall immediately vest on the date of retirement, death or disability (as applicable) in accordance with Section 4.2 of the Share Unit Plan; (b) any unvested PSUs held by such Eligible Participant will remain outstanding for the balance of their term pursuant to the Share Unit Plan and the applicable Grant Agreement and in the event that the applicable performance conditions are met prior to expiry, such PSUs will vest and may be redeemed; and (c) any vested Share Units credited to the Eligible Participant's account as of his or her date of retirement, death or disability (as applicable) will remain payable in accordance with the terms of the Share Unit Plan.

Amendments to the Share Unit Plan

The Board reserves the right, in its sole discretion, to amend, suspend or terminate the Share Unit Plan or any portion thereof at any time, in accordance with applicable legislation, without obtaining the approval of Shareholders. Notwithstanding the foregoing, the Corporation will be required to obtain the Disinterested Shareholder approval for any amendment related to (a) the number or percentage of issued and outstanding common shares available for grant under the Share Unit Plan; (b) a change in the method of calculation of redemption of Share Units held by Eligible Participants; or (c) an extension to the term for redemption of Share Units held by Eligible Participants.

A copy of the Share Unit Plan may be inspected at the head office of the Corporation, 2000, 885 West Georgia Street, Vancouver, British Columbia, V6C 3E8 during normal business hours and at the Meeting. In addition, a copy of the Share Unit Plan will be mailed, free of charge, to any holder of Common Shares who requests a copy, in writing, from the Assistant Corporate Secretary of the Corporation. Any such requests should be mailed to the Corporation, at its head office, to the attention of the Assistant Corporate Secretary.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

None of the directors or executive officers of the Corporation, proposed nominees for directorship, or associates or affiliates of the said person, have been indebted to the Corporation at any time since the beginning of the last completed financial year of the Corporation.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Other than as set out below and in this Information Circular, and other than transactions carried out in the ordinary course of business of the Corporation, none of the directors or executive officers of the Corporation, a director or executive officer of a person or company that is itself an informed person or subsidiary of the Corporation, nor any Shareholder beneficially owning, directly or indirectly, Common Shares of the Corporation, or exercising control or direction over Common Shares of the Corporation, or a combination of both, carrying more than 10% of the voting rights attached to the outstanding shares of the Corporation nor an associate or affiliate of any of the foregoing persons has since January 1, 2021 (being the commencement of the Corporation's last completed financial year) any material interest, direct or indirect, in any transactions which materially affected or would materially affect the Corporation or any of its subsidiaries.

In connection with the Corporation's US \$240 million senior bond issue completed in July 2018 (the "**2023 Bond**"), Nemesia S.à.r.l. ("**Nemesia**"), a private company controlled by a trust settled by the estate of the late Adolf H. Lundin, agreed to guarantee the Corporation's obligations under the 2023 Bond up to US \$22.8 million (an equivalent of one year of bond interest, the "**Liquidity Guarantee**"). In exchange for the Liquidity Guarantee, the Corporation entered into a Debenture in favour of Nemesia dated February 25, 2019

(the “**Debenture**”) and agreed to issue an initial 2,000,000 common shares to Nemesia for providing the Liquidity Guarantee and a further 50,000 common shares of the Corporation for each US \$500,000 drawdown per month until the drawn amount is repaid. In July 2020, the Corporation announced a full drawdown of the Liquidity Guarantee in the amount of US \$22.8 million followed by the full and final discharge of such Liquidity Guarantee by Nordic Trust as Bond Trustee. The Corporation then commenced the monthly issuance of common shares to Nemesia. In addition, the Corporation was required to accrue interest on the amount due to Nemesia at an annual rate of 5% with payment of the accrued interest and principal by the Corporation to Nemesia being payable on or before July 5, 2023, and such claim for repayment was subordinated to all obligations under the Corporation’s 2023 and 2025 Bond Terms. The Debenture was amended and restated in connection with the closing of the acquisition by the Corporation of TEPKRI Sarsang A/S (now known as ShaMaran Sarsang A/S) (the “**Sarsang Acquisition**”) and after the successful closing of the Sarsang Acquisition and the 2023 Bond conversion into the 2025 Bond on September 27, 2022, US \$7.2 million of the existing US \$22.8 million debt owed by the Corporation to Nemesia was refinanced into the new 2025 Bond, the balance of US \$15.6 million remains as a loan to the Corporation with an adjusted interest rate to match the interest rate on the new 2025 Bond of 12% (payable in cash semi-annually) plus an additional interest amount of 2% per annum payable in kind. The monthly common share allotment to Nemesia by the Corporation has been eliminated.

In connection with the US \$30.5 million rights offering of the Corporation announced on July 12, 2021 and launched on April 5, 2022 in Canada and on April 7, 2022 in Sweden (the “**Rights Offering**”), Nemesia entered into a Standby Purchase Commitment Agreement (“**SPCA**”) with the Corporation and agreed to acquire all shares in such Rights Offering not taken up by other Shareholders of the Corporation up to a maximum of US \$30 million. The Rights Offering was over-subscribed so no call was required to be made pursuant to the SPCA on Nemesia.

APPOINTMENT OF AUDITORS

Unless such authority is withheld, the persons named in the accompanying proxy intend to vote for the appointment of PricewaterhouseCoopers SA, as auditors of the Corporation, at a remuneration to be determined by the directors. PricewaterhouseCoopers SA were first appointed auditor of the Corporation on October 1, 2014.

MANAGEMENT CONTRACTS

No management functions of the Corporation are to any substantial degree performed by a person or company other than the directors or executive officers of the Corporation.

DISCLOSURE OF CORPORATE GOVERNANCE PRACTICES

The Corporation’s Board of Directors and management have established certain corporate governance practices which, in the opinion of the Board, are consistent with the overall business of the Corporation and its stage of development. The following represents the disclosure required by National Instrument 58-101 - *Disclosure of Corporate Governance Practices* (“**NI 58-101**”).

Corporate Governance Practices

National Policy 58-201 - *Corporate Governance Guidelines* (“**NP 58-201**”) sets out guidelines for effective corporate governance. These guidelines deal with matters such as the constitution and independence of corporate boards, their functions, the effectiveness and education of board members and other items dealing with sound corporate governance.

The Board has considered the guidelines set out in NP 58-201 and believes that its approach to corporate governance is appropriate and works effectively for the Corporation and its Shareholders. The following is a description of the Corporation’s corporate governance practices which have been approved by the Board.

The Board of Directors

Of the six proposed nominees for election as directors at the Meeting all are current directors of the Corporation.

The Board of Directors is currently comprised of Chris Bruijnzeels, Michael Ebsary, Keith C. Hill, William A.W. Lundin and Nick Walker and (by appointment of the Board on May 15, 2023) Garrett Soden. Dr. Chaouch has elected not to be nominated for re-election at the Meeting and Mr. Garrett Soden is being proposed to serve as Executive Director of the Corporation. With the exception of Mr. Soden and Mr. Bruijnzeels, all proposed nominees for election as directors are “independent” within the meaning of NI 58-101. Mr. Soden is not “independent” as he is the current President and Chief Executive Officer of the Corporation and Mr. Bruijnzeels is not “independent” as he was a paid advisor to the Corporation with compensation in excess of CAD \$75,000 annually until May 2021.

The independent directors exercise their responsibilities for independent oversight of management and are provided with leadership through their position on the Board and ability to meet independently of management whenever deemed necessary.

Directorships

The directors of the Corporation may serve as directors of other reporting issuers. The following nominees for re-election or election, as the case may be, as directors of the Corporation serve (or have served in the past five years) on the boards of directors of other reporting issuers or reporting issuer equivalent(s) as follows:

Director/Proposed Director	Reporting Issuer(s) or Equivalent(s)
Chris Bruijnzeels	<ul style="list-style-type: none"> International Petroleum Corporation, previously Norwegian Energy Company ASA
Michael Ebsary	<ul style="list-style-type: none"> None
Keith C. Hill	<ul style="list-style-type: none"> Africa Oil Corp. Africa Energy Corp. Eco (Atlantic) Oil & Gas Ltd. TAG Oil Corp.
William A.W. Lundin	<ul style="list-style-type: none"> Africa Energy Corp. Proposed for Filo Mining Corp.
Garrett Soden	<ul style="list-style-type: none"> Africa Energy Corp. Gulf Keystone Petroleum Ltd. Panoro Energy ASA
Nick Walker	<ul style="list-style-type: none"> Maha Energy AB

During fiscal year ended December 31, 2022, the Board and its committees held the following number of meetings. The following table does not include decisions made by the Board and the committees of the Board by written resolution during 2022:

Director	2022 BOARD / STANDING COMMITTEES				
	Board 10 meetings ⁽¹⁾	Audit Committee meetings ⁽¹⁾	Compensation Committee 2 meetings ⁽¹⁾	Reserves Committee 1 meeting ⁽¹⁾	Corporate Governance and Nominating Committee 1 meeting ⁽¹⁾
Chris Bruijnzeels	10 of 10	4 of 4	2 of 2	1 of 1	1 of 1
Adel Chaouch	10 of 10				
Michael Ebsary	10 of 10	4 of 4	2 of 2		1 of 1
Keith C. Hill	10 of 10	4 of 4	2 of 2	1 of 1	
William A.W. Lundin	10 of 10			1 of 1	1 of 1
Nick Walker ⁽²⁾	2 of 2				

⁽¹⁾ The numbers in each row represent the number of meetings the director/committee member attended in 2022 and the second number represents the number that he was eligible to attend.

⁽²⁾ Mr. Walker was elected to the Board on June 23, 2022 and attended all 2022 Board meetings thereafter.

Orientation and Continuing Education

The measures that the Board of Directors takes in connection with orienting new Board members regarding the role of the Board, its directors, the committees of the Board and the nature and operation of the Corporation's business include providing each new member with information concerning the role and responsibilities of a public company director and discussing with new members the Corporation's operations. New directors also have the opportunity to meet with management, technical experts and consultants of the Corporation. As each director has a different set of skills and professional background, the Board seeks to tailor orientation of new members according to the particular needs and experience of each new director. For example, if the new director is highly sophisticated with regard to the oil and gas industry, orientation on that matter would not be necessary or if a director has a high level of financial expertise, finance orientation may not be included. In addition, all new and existing Board members are provided with a Directors' Manual which contains, among other things, information respecting the functioning of the Board of Directors, committees and copies of the Corporation's corporate governance policies, the Board's mandate, the charters of the Board and its committees, corporate policies and other relevant information. The Directors' Manual is updated regularly.

The Board encourages continued education for its directors and ensures that all directors are kept apprised of changes in the Corporation's operations and business and changes in the regulatory environment affecting the Corporation's day-to-day business. At every Board meeting, management provides updates and briefings to directors with respect to the business and operations of the Corporation. The Corporation's outside legal counsel also provides directors and senior officers with summary updates of any developments relating to the duties and responsibilities of directors and officers and corporate governance matters. Board members may also attend external education seminars that they determine necessary to keep themselves up-to-date with current issues relevant to their services as directors of the Corporation. In addition, as part of the annual director assessment process, directors are canvassed by the Corporate Governance and Nominating Committee for their input on what additional information would assist them in increasing their effectiveness as directors. The Corporate Governance and Nominating Committee considers directors' responses and makes recommendations.

Ethical Business Conduct

The Corporation is committed to conducting its business in compliance with the law and the highest ethical standards. Accordingly, the Corporation has adopted a written Code of Business Conduct and Ethics, as amended (the “Code”) applicable to directors, officers and all employees of the Corporation. Directors, officers or employees who have concerns or questions about violations of laws, rules or regulations, or of the Code, are required to report them to the Corporation’s legal counsel. Following the receipt of any complaints submitted hereunder, the Corporation’s legal counsel will investigate each matter so reported and report to the Board which will take corrective disciplinary actions, if appropriate, up to and including termination of employment. The Corporation encourages all directors, officers, and employees to report promptly any suspected violation of the Code to the Corporation’s legal counsel. The Corporation does not tolerate any retaliation for reports or complaints regarding suspected violations of the Code that were made in good faith. There has been no departure from the Code during the Corporation’s most recently completed financial year.

All directors, officers and employees have an obligation to act in the best interest of the Corporation. Any situation that presents an actual or potential conflict between a director, officer or employee’s personal interests and the interests of the Corporation are to be reported to the Corporation’s legal counsel.

The Code is available on the Corporation’s website at www.shamaranpetroleum.com, and is available on the Canadian System for Electronic Document Analysis and Retrieval (SEDAR) website which may be accessed at www.sedar.com. In addition to the Code, the Corporation has adopted policies to assist in the conduct of ethical business which include the following:

- an Internal Employee Alert Policy to encourage employees, officers and directors to raise concerns regarding accounting, internal controls or auditing matters, on a confidential basis free from discrimination, retaliation or harassment;
- a Blackout Period Policy for its directors, executive officers and senior management of the Corporation to raise the general level of awareness of the trading and confidential obligations of directors, executive officers and senior management. All directors, executive officers and senior management are expected to comply with the Blackout Period Policy;
- a Corporate Disclosure Policy to ensure effective communication between the Corporation, its Shareholders and the public; and
- an Environment, Society and Governance (ESG) Statement.

At the present time, the Board has four (4) standing committees: the Audit Committee, the Compensation Committee, the Corporate Governance and Nominating Committee and the Reserves Committee. Disclosure with respect to the Audit Committee, as required by NI 52-110 – *Audit Committees*, is contained under the heading “*Audit Committee and National Instrument 52-110, Audit Committees (“NI 52-110”) Disclosure*” and in Schedule “A” to this Information Circular.

Corporate Governance and Nominating Committee

The Corporate Governance and Nominating Committee is comprised of three directors. The current members of this committee are Messrs. Nick Walker (Chair), Michael Ebsary and William A.W. Lundin. The Corporate Governance and Nominating Committee is responsible for developing and monitoring the Corporation’s approach to corporate governance issues. The Committee oversees the effective functioning of the Board, oversees the relationship between the Board and management, ensures that the Board can function independently of management at such times as is desirable or necessary, identifies individuals qualified to become new Board members and recommends to the Board the director nominees at each annual meeting of Shareholders and, with the assistance of the Board and where necessary, develops an orientation and education program for new recruits to the Board. In identifying possible nominees to the Board, the Corporate Governance and Nominating Committee considers the competencies and skills necessary for the Board as a whole, the skills of existing directors and the competencies and skills each new nominee will bring to the Board, as well as whether or not each nominee will devote sufficient time and resources to the Board. The Corporate Governance and Nominating Committee also annually reviews and makes recommendations to the Board with respect to: (i) the size and composition of the Board; (ii) the appropriateness of the committees of the Board; and (iii) the effectiveness and contribution of the Board, its committees and individual directors, having reference to their respective mandates, charters and position descriptions. The Corporate Governance and Nominating Committee meets at least once annually.

Compensation Committee

The Compensation Committee is comprised of three directors. The current members are Messrs. Keith C. Hill (Chair), Michael Ebsary and Chris Bruijnzeels. No changes are currently proposed to be made following the Meeting. The Compensation Committee evaluates the CEO’s performance and establishes executive and senior officer compensation, determines the general compensation structure, policies and programs of the Corporation, including the extent and level of participation in incentive programs in conjunction with the Board, and delivers an annual report to Shareholders on executive compensation. The Compensation Committee has also been mandated to review the adequacy and form of the compensation of directors and to ensure that such compensation realistically reflects the responsibilities and risk involved in being an effective director. The Compensation Committee meets at least annually. The Compensation Committee’s role in the compensation of directors and the CEO of the Corporation is further described under “*Compensation Discussion and Analysis*”.

Reserves Committee

The Reserves Committee is comprised of three directors. The current members are Messrs. Willian A. W. Lundin (Chair), Chris Bruijnzeels, and Nick Walker. The Reserves Committee has the responsibility in general for developing the Corporation's approach to the reporting of oil and gas reserves and other oil and gas information required to be publicly disclosed. The Reserves Committee's mandate prescribes the methodology that the Corporation and the independent evaluator selected by management and approved by the Reserves Committee will adhere to in the calculation of oil and gas reserves and the valuation of those reserves. The Reserves Committee must meet at least once annually.

PARTICULARS OF OTHER MATTERS TO BE ACTED UPON

Annual Approval of the Stock Option Plan

The Corporation's current Stock Option Plan governing the issuance of stock options was initially adopted by Shareholders at the annual and special meeting held on June 21, 2004 and was most recently approved by Shareholders on June 23, 2022. As per the authority granted to the Board at the Annual General Meeting held on June 23, 2022 to make any further amendments to the Stock Option Plan as may be required by regulatory authorities, the Board has adopted certain amendments to the Stock Option Plan as required by the TSX-V. In addition, the policies of the TSX-V require that rolling plans be approved by Shareholders on a yearly basis.

A summary of the terms and conditions of the Corporation's Stock Option Plan (as amended by the Board on May 1, 2023 and May 10, 2023) are set forth under "*Securities Authorized for Issuance under Equity Compensation Plans – The Stock Option Plan*" above. A copy of the Stock Option Plan as amended is included at Schedule B.

The TSX-V has conditionally approved the amendments to the Stock Option Plan, subject to approval of the Shareholders.

Accordingly, Shareholders are being asked to pass an ordinary resolution to approve the Stock Option Plan which permits the issuance of up to 10% of the issued and outstanding Common Shares of the Corporation from time to time. To be effective, the resolution must be passed by a simple majority of the votes cast thereon by Shareholders present in person or by proxy at the Meeting. If the resolution to approve the Stock Option Plan is not approved by Shareholders of the Corporation, all unallocated stock options will be cancelled, and the Corporation will not be permitted to make any further grants until Shareholder approval is obtained.

Shareholders will be asked to pass an ordinary resolution, in substantially the following form, to re-approve the Stock Option Plan:

“BE IT RESOLVED AS AN ORDINARY RESOLUTION THAT:

1. the Stock Option Plan of the Corporation, as described and included in the Management Information Circular dated May 15, 2023, be and is hereby approved and ratified, and the Corporation be and is hereby authorized to reserve for issuance pursuant to the Stock Option Plan up to 10% of the issued and outstanding common shares of the Corporation from time to time;
2. the Board of Directors be and is hereby authorized on behalf of the Corporation to make any further amendments to the Stock Option Plan as may be required by regulatory authorities or otherwise made necessary by applicable legislation, with further approval of the Shareholders of the Corporation, as required in order to ensure the adoption and efficient function of the Stock Option Plan; and
3. any director or officer of the Corporation be and is hereby authorized and directed to do such things and to execute and deliver all such instruments, deeds and documents, and any amendments thereto, as may be necessary or advisable in order to give effect to the foregoing resolutions, and to complete all transactions in connection with the implementation of the Stock Option Plan.”

The directors of the Corporation believe the passing of the foregoing ordinary resolutions are in the best interests of the Corporation and recommend that Shareholders of the Corporation vote **IN FAVOR** of the resolutions. **In the absence of contrary instruction, the person(s) designated by management of the Corporation in the enclosed form of proxy intend(s) to vote IN FAVOR of the Stock Option Plan.**

Approval and Ratification of the Amendments to the DSU Plan

The Corporation's current DSU Plan governing the issuance of deferred share units to non-executive directors was initially adopted by the Corporation's Board of Directors on May 8, 2018 and approved by the Corporation's Shareholders at the annual general meeting held on June 25, 2018. The maximum number of DSUs is being proposed to be increased by an additional 6,000,000 DSUs so the maximum will be 20,800,000 DSUs so that an award to the current non-executive directors for their services in 2022 can be made. In addition, the mechanism for redemption of DSUs after a director's service has ended has been simplified and future redemptions will be accomplished by delivery of a completed redemption certificate and delivered to the Corporate Secretary of the Corporation within the specified time periods as set forth in the DSU Plan. The Board has also adopted certain amendments to the DSU Plan as required by the TSX-V.

A summary of the terms and conditions of the Corporation's DSU Plan (as amended by the Board on May 1, 2023 and May 10, 2023) are set forth under "*Securities Authorized for Issuance under Equity Compensation Plans – The Deferred Share Unit Plan*" above. A copy of the DSU Plan as amended is included at Schedule C.

The TSX-V has conditionally approved the amendments to the DSU Plan, subject to approval of the Shareholders.

Shareholders will be asked to pass an ordinary resolution, in substantially the following form, to ratify and approve the DSU Plan as amended by the Board on May 1, 2023 and May 10, 2023:

“BE IT RESOLVED AS AN ORDINARY RESOLUTION THAT:

1. the DSU Plan of the Corporation, as amended by the Board and as described and included in the Management Information Circular dated May 15, 2023, be and is hereby approved and ratified;
2. the Board of Directors be and is hereby authorized on behalf of the Corporation to make any further amendments to the DSU Plan as may be required by regulatory authorities or otherwise made necessary by applicable legislation, with further approval of the Shareholders of the Corporation, in order to ensure the adoption and efficient function of the DSU Plan; and
3. any director or officer of the Corporation be and is hereby authorized and directed to do such things and to execute and deliver all such instruments, deeds and documents, and any amendments thereto, as may be necessary or advisable in order to give effect to the foregoing resolutions, and to complete all transactions in connection with the implementation of the DSU Plan.”

The directors of the Corporation believe the passing of the foregoing ordinary resolutions are in the best interests of the Corporation and recommend that Shareholders of the Corporation vote **IN FAVOR** of the resolutions. **In the absence of contrary instruction, the person(s) designated by management of the Corporation in the enclosed form of proxy intend(s) to vote IN FAVOR of ratifying and approving the proposed amendments to the DSU Plan.**

ANY OTHER MATTERS

Management of the Corporation knows of no other matters which will be brought before the Meeting, other than those referred to in the Notice of Meeting. Should any other matters properly be brought before the Meeting, the Common Shares represented by the proxies solicited hereby will be voted on those matters in accordance with the best judgment of the persons voting such proxies.

ADDITIONAL INFORMATION

Additional information relating to the Corporation and its business activities is available on SEDAR website located at www.sedar.com “*Corporation’s profiles*” – *Shamaran Petroleum Corp*”. Financial information regarding the Corporation is provided in the Corporation’s consolidated annual financial statements and related management’s discussion and analysis (“**MD&A**”) for its most recently completed financial year and may be viewed on the SEDAR website at the location noted above. Copies of the audited consolidated financial statements and related MD&A, for the fiscal year ended December 31, 2022, may be accessed on the Corporation’s website at www.shamaranpetroleum.com or Shareholders may contact the Corporation to request copies of such documents as follows:

E-mail: info@shamaranpetroleum.com

Telephone: 604-689-7842

Mail: ShaMaran Petroleum Corp.
2000, 885 West Georgia Street
Vancouver, B.C., V6C 3E8
Attn: Investor Relations

APPROVAL OF THE BOARD OF DIRECTORS

The contents of this Information Circular have been approved, and the delivery of it to each Shareholder of the Corporation entitled thereto, to the Corporation's auditors and to the appropriate regulatory agencies has been authorized by the Board.

Dated as of the 15th day of May 2023.

**BY ORDER OF THE BOARD OF DIRECTORS OF
SHAMARAN PETROLEUM CORP.**

(signed) "Chris Bruijnzeels"

Chris Bruijnzeels
Chairman of the Board

**SCHEDULE “A”
AUDIT COMMITTEE CHARTER**

(As adopted by the Board of Directors on April 20, 2010, amended on March 9, 2017 and reviewed on March 7, 2019 and on March 3, 2020, further amended on May 5, 2021 and reviewed on May 10, 2023)

I. MANDATE

The Audit Committee (the “**Committee**”) of the Board of Directors (the “**Board**”) of ShaMaran Petroleum Corp. (the “**Corporation**”) shall assist the Board in fulfilling its financial oversight responsibilities. The Committee’s primary duties and responsibilities under this mandate are to serve as an independent and objective party to monitor:

1. The quality and integrity of the Corporation’s financial statements and other financial information;
2. The compliance of such financial statements and financial information with legal and regulatory requirements;
3. The qualifications and independence of the Corporation’s independent external auditor (the “**Auditor**”); and
4. The performance of the Corporation’s internal accounting procedures and Auditor.

II. STRUCTURE AND OPERATIONS

A. Composition

The Committee will be comprised of a minimum of three members.

B. Qualifications

Each member of the Committee must be a member of the Board.

A majority of the members of the Committee must, with the exception of certain qualifying exemptions, be “independent” (as defined in Sec. 1.4 of National Instrument 52-110 (Audit Committees)) (“NI 52-110”).

Each member of the Committee must be “financially literate” (as defined in NI 52-110) or must become financially literate within a reasonable period of time after his or her appointment to the Committee.

Each member of the Committee must not be executive officers, employees or control persons of the Corporation or of an affiliate of the Corporation (as defined in NI-52-110).

C. Appointment and Removal

In accordance with the By-laws of the Corporation, the members of the Committee shall be appointed by the Board and shall serve until such member’s successor is duly elected and qualified or until such member’s earlier resignation or removal. Any member of the Committee may be removed, with or without cause, by a majority vote of the Board.

D. Chair

Unless the Board shall select a Chair, the members of the Committee shall designate a Chair by the majority vote of all of the members of the Committee. The Chair shall call, set the agendas for and chair all meetings of the Committee.

E. Sub-Committees

The Committee may form and delegate authority to subcommittees consisting of one or more members when appropriate, including the authority to grant pre-approvals of audit and permitted non-audit services, provided that a decision of such subcommittee to grant a pre-approval shall be presented to the full Committee at its next scheduled meeting.

F. Meetings

The Committee shall meet at least four times in each fiscal year, or more frequently as circumstances dictate. The Auditor shall be given reasonable notice of, and be entitled to attend and speak at, each meeting of the Committee concerning the Corporation’s annual and interim financial statements and, if the Committee feels it is necessary or appropriate, at every other meeting. On request by the Auditor, the Chair shall call a meeting of the Committee to consider any matter that the Auditor believes should be brought to the attention of the Committee, the Board or the shareholders of the Corporation.

At each meeting, a quorum shall consist of a majority of members that are not executive officers, employees or control persons of the Corporation or of an affiliate of the Corporation.

As part of its goal to foster open communication, the Committee may periodically meet separately with each of management and the Auditor to discuss any matters that the Committee or any of these groups believes would be appropriate to discuss privately. In addition, the Committee should meet with the Auditor and management annually to review the Corporation’s financial statements in a manner consistent with Section III of this Charter.

The Committee may invite to its meetings any director, any manager of the Corporation, and any other person whom it deems appropriate to consult in order to carry out its responsibilities. The Committee may also exclude from its meetings any person it deems appropriate to exclude in order to carry out its responsibilities.

III. DUTIES

A. Introduction

The following functions shall be the common recurring duties of the Committee in carrying out its purposes outlined in Section I of this Charter. These duties should serve as a guide with the understanding that the Committee may fulfill additional duties and adopt additional

policies and procedures as may be appropriate in light of changing business, legislative, regulatory or other conditions. The Committee shall also carry out any other responsibilities and duties delegated to it by the Board from time to time related to the purposes of the Committee outlined in Section I of this Charter.

The Committee, in discharging its oversight role, is empowered to study or investigate any matter of interest or concern which the Committee in its sole discretion deems appropriate for study or investigation by the Committee.

The Committee shall be given full access to the Corporation's internal accounting staff, managers, other staff and Auditor as necessary to carry out these duties. While acting within the scope of its stated purpose, the Committee shall have all the authority of, but shall remain subject to, the Board.

B. Powers and Responsibilities

The Committee will have the following responsibilities and, in order to perform and discharge these responsibilities, will be vested with the powers and authorities set forth below, namely, the Committee will:

Independence of Auditor

1. Review and discuss with the Auditor any disclosed relationships or services that may impact the objectivity and independence of the Auditor and, if necessary, obtain a formal written statement from the Auditor setting forth all relationships between the Auditor and the Corporation, consistent with Independence Standards Board Standard 1.
2. Take, or recommend that the Board take, appropriate action to oversee the independence of the Auditor.
3. Require the Auditor to report directly to the Committee.
4. Review and approve the Corporation's hiring policies regarding partners, employees and former partners and employees of the Auditor and former independent external auditor of the Corporation.

Performance & Completion by Auditor of its Work

5. Be directly responsible for the oversight of the work by the Auditor (including resolution of disagreements between management and the Auditor regarding financial reporting) for the purpose of preparing or issuing an audit report or related work.
6. Review annually the performance of the Auditor and recommend the appointment by the Board of a new, or re-election by the Corporation's shareholders of the existing, Auditor.
7. Pre-approve all auditing services and permitted non-audit services, including the fees and terms thereof, to be performed for the Corporation by the Auditor unless such non-audit services:
 - (a) which are not pre-approved, are reasonably expected not to constitute, in the aggregate, more than 5% of the total amount of revenues paid by the Corporation to the Auditor during the fiscal year in which the non-audit services are provided;
 - (b) were not recognized by the Corporation at the time of the engagement to be non-audit services; and
 - (c) are promptly brought to the attention of the Committee by the Corporation and approved prior to the completion of the audit by the Committee or by one or more members of the Committee who are members of the Board to whom authority to grant such approvals has been delegated by the Committee.

Internal Financial Controls & Operations of the Corporation

8. Establish procedures for:
 - (a) the receipt, retention and treatment of complaints received by the Corporation regarding accounting, internal accounting controls, or auditing matters; and
 - (b) the confidential, anonymous submission by employees of the Corporation of concerns regarding questionable accounting or auditing matters.

Preparation of Financial Statements

9. Discuss with management and the Auditor significant financial reporting issues and judgments made in connection with the preparation of the Corporation's financial statements, including 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.
10. Discuss with management and the Auditor any correspondence with regulators or governmental agencies and any employee complaints or published reports which raise material issues regarding the Corporation's financial statements or accounting policies.
11. Discuss with management and the Auditor the effect of regulatory and accounting initiatives as well as off-balance sheet structures on the Corporation's financial statements.
12. Discuss with management the Corporation's major financial risk exposures and the steps management has taken to monitor and control such exposures, including the Corporation's risk assessment and risk management policies.
13. Discuss with the Auditor the matters required to be discussed relating to the conduct of any audit, in particular:
 - (a) The adoption of, or changes to, the Corporation's significant auditing and accounting principles and practices as suggested by the Auditor, internal auditor or management.

- (b) The management inquiry letter provided by the Auditor and the Corporation's response to that letter.
- (c) Any difficulties encountered in the course of the audit work, including any restrictions on the scope of activities or access to requested information, and any significant disagreements with management.

Public Disclosure by the Corporation

- 14. Review the Corporation's annual and interim financial statements, management discussion and analysis (MD&A) and earnings press releases and provide a recommendation to the Board with respect to the approval of the financial statements, MD&A and earnings press release prior to their release to the public.
- 15. Where reasonably possible, review the Corporation's financial reporting procedures and internal controls to be satisfied that adequate procedures are in place for the review of the Corporation's public disclosures containing financial information, including news releases, prior to release to the public. The Committee must be satisfied that adequate procedures are in place for the review of the Corporation's public disclosures of financial information extracted or derived from the Corporation's financial statements, other than disclosure described in the previous paragraph, and periodically assess the adequacy of those procedures.
- 16. Review disclosures made to the Committee by the Corporation's Chief Executive Officer and Chief Financial Officer during their certification process of the Corporation's financial statements about any significant deficiencies in the design or operation of internal controls or material weaknesses therein and any fraud involving management or other employees who have a significant role in the Corporation's internal controls.

Other Responsibilities

- 17. Review the findings of any examinations by securities regulatory authorities and stock exchanges.
- 18. Review with the Corporation's counsel, any legal matters that could have a significant impact on the Corporation's financial statements.
- 19. Consult with the Auditor, without the presence of management, about the quality of the Corporation's accounting principles, internal controls and the completeness and accuracy of the Corporation's financial statements.
- 20. Request any officer or employee of the Corporation or the Corporation's outside counsel or Auditor to attend a meeting of the Committee or to meet with any members of, or consultants to, the Committee.
- 21. Meet with management, any internal auditor and the Auditor in separate executive sessions at least quarterly.
- 22. Have the authority, to the extent it deems necessary or appropriate, to retain special independent legal, accounting or other consultants to advise the Committee advisors.
- 23. Make regular reports to the Board about the Committee's activities and make appropriate recommendations.
- 24. Review and reassess the adequacy of this Charter annually and recommend any proposed changes to the Board for approval.
- 25. Annually review the Committee's own performance.
- 26. Provide an open avenue of communication among the Auditor, the Corporation's financial and senior management and the Board.
- 27. Not delegate these responsibilities other than to one or more independent members of the Committee the authority to pre-approve, which the Committee must ratify at its next meeting, non-audit services to be provided by the Auditor.

C. Limitation of Audit Committee's Role

While the Committee has the responsibilities and powers set forth in this Charter, it is not the duty of the Committee to plan or conduct audits or to determine that the Corporation's financial statements and disclosures are complete and accurate and are in accordance with generally accepted accounting principles and applicable rules and regulations. These are the responsibilities of management and the Auditor.

SCHEDULE "B"
CORPORATION'S EMPLOYEE INCENTIVE STOCK OPTION PLAN
(Tier 2 Issuer, Rolling 10%)

(Approved by the Board on May 1, 2023 and May 10, 2023 and conditionally approved by the TSX-V
subject to approval of the Shareholders of the Corporation at the Meeting)

1. Purpose

1.01 The purpose of the Incentive Stock Option Plan (the "**Plan**") is to promote the profitability and growth of ShaMaran Petroleum Corp. (the "**Company**") by facilitating the efforts of the Company and its subsidiaries to obtain and retain key individuals. The Plan provides an incentive for and encourages ownership of the Company's shares by its key individuals so that they may increase their stake in the Company and benefit from increases in the value of the Company's shares.

2. Administration

2.01 The Plan will be administered by the board of directors of the Company (the "**Board**") or a committee of the Board to which the duties of the Board hereunder are delegated. If a committee is appointed for this purpose, all references to the term "Board" will be deemed to be references to the committee.

2.02 The Board will be authorized, subject to the provisions of the Plan, to adopt such rules and regulations as it deems consistent with the Plan's provisions and, in its sole discretion, to designate options ("**Options**") to purchase shares of the Company pursuant to the Plan. The Board may authorize one or more individuals of the Company to execute, deliver and receive documents on behalf of the Board.

3. Eligibility

3.01 Each person (an "**Optionee**") who is a bona fide "Consultant", a "Director", an "Employee" or a "Management Company Employee" in relation to the Company (as those terms are defined in Policy 4.4, "Security Based Compensation", of the TSX Venture Exchange (the "**Exchange**") is eligible to be granted one or more Options.

3.02 The Company and the Optionee to ensure and confirm that the Optionee is a bona fide "Consultant", a "Director", an "Employee" or a "Management Company Employee" under section 3.01 each time one or more Options are granted to an Optionee.

3.03 Nothing in the Plan or in any Option shall confer any right on any individual to continue in the employ of, or association with the Company or its subsidiaries or will interfere in any way with the right of the Company or subsidiaries to terminate at any time the employment of a person who is an Optionee.

3.04 As a condition of participation in the Plan, an Optionee shall authorize the Company in written form to collect and withhold from the Optionee or its agent, as the case may be, any amounts required by applicable legislation to be withheld for any taxes, or otherwise, as a consequence of such participation in the Plan.

4. Shares Subject to Option

4.01 The shares to be optioned under the Plan will be authorized but unissued Common Shares without par value ("**Shares**") of the Company.

4.02 Shares subject to, but not issued or delivered under an Option which expires or terminates shall again be available for option under the Plan.

4.03 The number of Common Shares which may be issuable by the Company under this Plan, and any deferred share unit plan, employee stock purchase plan, share unit plan, restricted share unit plan, performance share unit plan or any other compensation or incentive mechanism involving the issuance or potential issuance of Shares, including a share purchase from treasury which is financially assisted by the Company by way of loan, guarantee or otherwise ("**Share Compensation Arrangement**") in existence from time to time shall not exceed 10% of the issued and outstanding common share capital at any point in time, subject to adjustment under Section 11 below.

4.04 Unless disinterested shareholder approval is obtained, the number of Shares that are issuable to any one Optionee in any 12 month period under this Plan and all of the Company's other previously established or proposed Share Compensation Arrangements shall not exceed 5% of the issued and outstanding share capital of the Company, as calculated on the date that the Option is granted.

4.05 Unless disinterested shareholder approval is obtained, the number of Shares that are issuable to Insiders as

a group (as that term is defined under the Policies of the Exchange) in any 12 month period under this Plan and all of the Company's other previously established or proposed Share Compensation Arrangements shall not exceed 10% of the issued and outstanding share capital of the Company, as calculated on the date that the Option is granted.

4.06 Unless disinterested shareholder approval is obtained, the number of Shares that are issuable to Insiders as a group (as that term is defined under the Policies of the Exchange) under this Plan and all of the Company's other previously established or proposed Share Compensation Arrangements shall not exceed 10% of the issued and outstanding share capital of the Company at any point in time.

4.07 The number of Shares that are issuable to any Consultant in any 12 month period under this Plan and all of the Company's other previously established or proposed Share Compensation Arrangements shall not exceed 2% of the issued and outstanding share capital of the Company, as calculated on the date that the Option is granted.

4.08 The number of Shares that are issuable pursuant to Options granted or issued under this Plan to all Investor Relations Service Providers (as this term is defined in Policy 4.4, "Security Based Compensation" of the Exchange) in any 12 month period shall not exceed an aggregate of 2% of the issued and outstanding share capital of the Company, as calculated on the date that the Option is granted.

4.09 All Options granted under this Plan to all Investor Relations Service Providers (as this term is defined in Policy 4.4, "Security Based Compensation" of the Exchange) must vest in stages over a 12 month period, with no more than 25% of the Shares vesting in any three month period.

4.10 In certain circumstances, an Option and any Shares issued under such Option may be subject to a four-month hold period from the time the Option was granted during which period they cannot be sold and, in accordance with the Exchange's policies, the certificates representing such Shares shall be legended accordingly. Shares issued on the exercise of an Option may be subject to such other hold periods as may be imposed by the Exchange or under applicable securities legislation.

5. Granting of Options

5.01 The Board may from time to time at its discretion, subject to the provisions of the Plan, determine those eligible individuals to whom Options will be granted, the number of Shares subject to such Options, the dates on which such Options are to be granted and the term of such Options.

5.02 The Board may, at its discretion, with respect to any Option, impose additional terms and conditions which are more restrictive on the Optionee than those provided for in the Plan. Notwithstanding the foregoing, any Option granted to an Optionee that is providing investor relations services to the Company shall vest in stages over a period of no less than 12 months with a maximum of one-quarter of such Option vesting in any three month period.

5.03 Each Option will be evidenced by:

- (a) a written agreement between, and executed by, the Company and the individual containing terms and conditions established by the Board with respect to such Option and will be consistent with the provisions of the Plan; or
- (b) a certificate executed by the Company and delivered to the Optionee setting out the material terms of the Option, with a copy of this Plan attached thereto.

5.04 Notwithstanding anything else herein to the contrary, and subject to prior approval of the Exchange if required, in the event of a Change of Control, all outstanding Options which have not vested shall immediately vest and become exercisable on the date of (or, if so determined by the Board, immediately prior to) such Change of Control in accordance with the terms of this Plan. There can be no acceleration of the vesting requirements applicable to Investor Relations Services Providers described section 5.0 2 without the prior written approval of the Exchange. For purposes of this Plan, "**Change of Control**" includes:

- (i) the acquisition by any persons acting jointly or in concert (as determined by the Securities Act (British Columbia)), whether directly or indirectly, of voting securities of the Company that, together with all other voting securities of the Company held by such persons, constitute in the aggregate more than 50% of all outstanding voting securities of the Company;
- (ii) an amalgamation, arrangement or other form of business combination of the Company with another Company that results in the holders of voting securities of that other Company holding, in the aggregate, more than 50% of all outstanding voting securities of the Company resulting from the business combination;

- (iii) the sale, lease or exchange of all or substantially all of the property of the Company to another person, other than in the ordinary course of business of the Company or to a related entity; or
- (iv) any other transaction that is deemed to be a "Change of Control" for the purposes of this Plan by the Board in its sole discretion.

6. Option Price

6.01 The price per Share at which Shares may be purchased upon the exercise of an Option (the "**Option Price**") must not be less than the "**Discounted Market Price**" (as defined in the policies of the Exchange, provided that the Option Price shall not be less than \$0.05 per Share.

6.02 The Option Price must be paid in full at the time of exercise of the Option together with the amount necessary to satisfy the Company's withholding obligations pursuant to Section 3.03 and no Shares will be issued and delivered until full payment of such amounts is made.

6.03 An Optionee will not be deemed the holder of any Shares subject to his Option until the Shares are delivered to him.

7. Term of Option

7.01 The maximum term of any Option will be five years.

8. Assignability and Transferability of Options

8.01 An Option may not be assigned. During the lifetime of an Optionee, the Option may be exercised only by the Optionee.

8.02 An Option may not be transferred. During the lifetime of an Optionee, the option may be exercised only by the Optionee.

9. Termination of Employment

9.01 An Option granted to a person who is a Director, Employee, Consultant or Management Company Employee shall terminate no longer than 90 days after such person ceases to be in at least one of those categories.

9.02 An Option granted to a person who is engaged in Investor Relations Activities shall terminate no longer than 30 days after such person ceases to be employed to provide Investor Relations Activities.

9.03 The Company shall be under no obligation to give an Optionee notice of termination of an Option.

10. Death

10.01 Notwithstanding any other provision of this Plan, if any Optionee shall die holding an Option which has not been fully exercised, his personal representative, heirs or legatees may, at any time within one year after the date of such death (notwithstanding the normal expiry date of the Option under the provisions of Section 7 hereof) exercise the Option with respect to the unexercised balance of the Shares subject to the Option.

11. Change in Shares

11.01 In the event the authorized common share capital of the Company as constituted on the date that this Plan comes into effect is consolidated into a lesser number of Shares or subdivided into a greater number of Shares, the number of Shares for which Options are outstanding will be decreased or increased proportionately as the case may be and the Option Price will be adjusted accordingly and the Optionees will have the benefit of any stock dividend declared during the period within which said Optionee held his Option.

11.02 Any adjustment to the Options granted or issued under the Plan, other than in connection with section 11.01, are subject to the prior acceptance of the Exchange, including adjustments relating to an amalgamation, merger, arrangement, reorganization, spin-off, dividend or recapitalization.

12. Cancellation of Options

12.01 The Board may, with the consent of the Optionee, cancel an existing Option, in accordance with the policies of the Exchange.

13. Amendment or Discontinuance

13.01 The Board may alter, suspend or discontinue the Plan, but may not, without the approval of the

shareholders of the Company, and subject to the approval of the Exchange, make any amendments to this Plan, including those which would:

- (a) increase the aggregate number of Shares subject to Option under the Plan except as provided in Section 11; or
- (b) decrease the Option Price except as provided in Section 11.01.

Any amendments to the terms of this Plan or to grants or issuances of Options will be subject to the approval of the Exchange, and to shareholder approval where applicable. Notwithstanding the foregoing, the terms of an existing Option may not be altered, suspended or discontinued without the consent in writing of the Optionee.

13.02 If the Option Price of an Option is reduced, or the term of an option is extended, at any time when the Optionee is an Insider of the Company, the approval of the disinterested shareholders must be obtained prior to the exercise of such Option at the reduced Option Price or extension of the term of the Option.

14. Interpretation

14.01 The Plan will be construed according to the laws of the Province of British Columbia.

15. Liability

15.01 No director, officer or employee of the Company will be personally liable for any act taken or omitted in good faith in connection with the Plan.

SCHEDULE "C"
CORPORATION'S DEFERRED SHARE UNIT PLAN
(Approved by the Board on May 1, 2023 and May 10, 2023 and conditionally approved by the TSX-V
subject to the approval of the Shareholders of the Corporation at the Meeting)

ARTICLE 1
INTERPRETATION

1.1 Purpose

The purposes of the Plan are:

- (a) to promote a greater alignment of long-term interests between Participants, by providing them the opportunity to acquire DSUs, and the shareholders of the Company; and
- (b) to provide a compensation system for Participants that, together with the other compensation mechanisms of the Company, is reflective of the responsibility, commitment and risk accompanying Board membership and the performance of the duties required of Participants.

1.2 Definitions

As used in the Plan, the following terms have the following meanings:

"Account" means the account maintained by the Company in its books for each Participant to record the DSUs credited to such Participant under the Plan;

"Annual Cash Remuneration" means all amounts ordinarily payable in cash to the Participant by the Company in respect of the services provided by the Participant to the Company in connection with such Participant's service on the Board in a fiscal year, including, without limitation: (i) the Cash Retainer, (ii) the fee for serving as a member of a Board committee; (iii) the fee for chairing a Board committee; and (iv) meeting and per diem fees, which amounts are payable as determined by the Board;

"Applicable Law" means any applicable provision of law, domestic or foreign, including, without limitation, applicable securities legislation, together with all regulations, rules, policy statements, rulings, notices, orders or other instruments promulgated thereunder and Stock Exchange Rules;

"Blackout Period" means a period during which a Participant is to refrain from trading in the Company's securities pursuant to a restriction imposed by the Company on all or any of its executives, employees, Insiders or persons in a "special relationship" (as defined in the Securities Act) with the Company, whether scheduled or extraordinary;

"Beneficiary" means an individual who, on the date of a Participant's death, has been designated in accordance with Section 4.7 and the laws applying to the Plan or, where no such individual has been validly designated by the Participant or where the designated individual does not survive the Participant, the Participant's personal representative;

"Board" means the board of directors of the Company, as constituted from time to time;

"Company" means ShaMaran Petroleum Corp. and includes any successor corporation thereof, and any reference in this Plan to action by the Company means action by or under the authority of the Board;

"Deferred Share Unit" or "DSU" means a unit credited by the Company to a Participant by way of a bookkeeping entry in the books of the Company, as determined by the Board,

pursuant to this Plan, the value of which at any particular date shall be the Fair Market Value at that date;

"Director" means a member of the Board;

"DSU Award Agreement" means the agreement setting out the terms of any DSU award in the form of Schedule B hereto, or such other form as may be prescribed by the Board from time to time;

"Effective Date" has the meaning ascribed thereto in Section 1.3;

"Elected Percentage" has the meaning ascribed thereto in Schedule A;

"Election Notice" means the written election under Section 2.2 to receive Deferred Share Units, in the form of Schedule A hereto, or such other form as may be prescribed by the Board from time to time;

"Fair Market Value" means, with respect to any Redemption Date, (i) if the Shares are listed on the Stock Exchange, the closing trading price of the Shares on the Trading Day immediately preceding the date the Company (through the Company's Corporate Secretary receives the duly executed Redemption Certificate; (ii) if the Shares are listed on more than one Stock Exchange, the Fair Market Value as determined in accordance with paragraph (i) above for the primary Stock Exchange on which the Shares are listed, as determined by the Board; and (iii) if the Shares are not listed for trading on a Stock Exchange, a price which is determined by the Board to be the fair value of the Shares, taking into consideration all factors that the Board deems appropriate, including recent sale and offer prices of the Shares in private transactions negotiated at arm's length;

"Grant Date" means for any DSU granted under this Plan, the current or future date specified by the Board, pursuant to section 1.6 of this Plan, at the time it grants the DSU or if no such date is specified the date upon which the DSU was granted;

"Insider" means an "insider" as defined in the policies of the Stock Exchange relating to security-based compensation arrangements;

"Market Price" at any date in respect of the Shares shall be determined as follows:

- (a) if the Shares are then listed on the Stock Exchange, then the Market Price shall be the average trading price on the Stock Exchange for the five trading days immediately preceding such date (subject to such price not being less than the Discounted Market Price (as defined in the policies of the Stock Exchange); and
- (b) if the Shares are not listed on the Stock Exchange, then the Market Price shall be, subject to the necessary approvals of applicable regulatory authorities, the fair market value of the Shares on such date as determined by the Board in its discretion

"Participant" means any Director who is not an employee (determined without regard to the *Income Tax Act* (Canada)), including any non-executive Chair of the Board;

"Plan" means this ShaMaran Petroleum Corp. Deferred Share Unit Plan, as amended from time to time;

"Quarter" means a fiscal quarter of the Company, which, until changed by the Company, shall be the three month period ending March 31, June 30, September 30 and December 31 in any year, and **"Quarterly"** means each "Quarter";

"Redemption Certificate" has the meaning ascribed thereto in Section 3.1;

"Redemption Date" has the meaning ascribed thereto in Section 3.1;

"Share" means a common share of the Company and such other share as may be substituted for it as a result of amendments to the notice of articles of the Company, arrangement, reorganization or otherwise, including any rights that form a part of the common share or substituted share;

"Share Compensation Arrangement" means any stock option, stock option plan, employee stock purchase plan, share unit plan, restricted share unit plan, performance share unit plan or any other compensation or incentive mechanism involving the issuance or potential issuance of Shares, including a share purchase from treasury which is financially assisted by the Company by way of loan, guarantee or otherwise;

"Securities Act" means the *Securities Act* (British Columbia), RSBC 1996, c.418, as from time to time amended;

"Stock Exchange" means the TSX Venture Exchange Inc. and such other stock exchange on which the Shares are listed, or if the Shares are not listed on any stock exchange, then on the over-the-counter market;

"Stock Exchange Rules" means the applicable rules of any stock exchange upon which shares of the Company are listed;

"Termination Date" means the date of a Participant's death, or retirement from, or loss of office or employment with the Company or a corporation related to the Company, within the meaning of paragraph 6801(d) of the regulations under the *Income Tax Act* (Canada), including, (i) the voluntary resignation or retirement of a Participant from the Board; or (ii) the removal of such Participant from the Board whether by shareholder resolution or failure to achieve re-election; and

"Trading Day" means any date on which the Stock Exchange is open for the trading of Shares and on which Shares are actually traded.

1.3 Effective Date

The Plan shall be effective as of June 25, 2018 (the **"Effective Date"**).

1.4 Eligibility

If a Participant should become an officer (other than non-executive Chairman) or employee of the Company while remaining as a Director, his or her eligibility for the Plan shall be suspended effective the date of the commencement of his or her employment and shall resume upon termination of such employment, provided he or she continues as a Director of the Company. During the period of such ineligibility, such individual shall not be entitled to receive or be credited with any Deferred Share Units under the Plan, other than dividend equivalent allocations under Section 2.5.

1.5 Construction

In this Plan, all references to the masculine include the feminine; references to the singular shall include the plural and vice versa, as the context shall require. If any provision of the Plan or part hereof is determined to be void or unenforceable in whole or in part, such determination shall not affect the validity or enforcement of any other provision or part thereof. Headings wherever used herein are for reference purposes only and do not limit or extend the meaning of the provisions contained herein. References to "Section" or "Sections" mean a section or sections contained in the Plan, unless expressly stated otherwise. All amounts referred to in this Plan are stated in Canadian dollars unless otherwise indicated.

1.6 Administration

(1) The Board may, in its discretion, delegate such of its powers, rights and duties under the Plan, in whole or in part, to a committee of the Board or any one or more directors, officers or employees of the Company as it may determine from time to time, on terms and conditions as it may determine, except the Board shall not, and shall not be permitted to, delegate any such powers, rights or duties to the extent such delegation is not consistent with Applicable Law. The Board may also appoint or engage a trustee, custodian or administrator to administer or implement the Plan or any aspect of it, except that the Board shall not, and shall not be permitted to, appoint or engage such a trustee, custodian or administrator to the extent such appointment or engagement is not consistent with Applicable Law.

(2) Subject to the foregoing, the Board shall, in its sole and absolute discretion: (i) interpret and administer the Plan; (ii) establish, amend and rescind any rules and regulations relating to the Plan; and (iii) make any other determinations that the Board deems necessary or desirable for the administration of the Plan. The Board may correct any defect or rectify any omission or reconcile any inconsistency in the Plan in the manner and to the extent the Board deems, in its sole and absolute discretion, necessary or desirable. Any decision of the Board or any delegate of the Board with respect to the administration and interpretation of the Plan shall be conclusive and binding on the Participant and any other person claiming an entitlement or benefit through the Participant. All expenses of administration of the Plan shall be borne by the Company as determined by the Board.

1.7 Governing Law

The Plan shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable in that province. Any actions, proceedings or claims in any way pertaining to the Plan shall be commenced in the courts of the Province of British Columbia.

ARTICLE 2 ELECTION UNDER THE PLAN

2.1 Payment of Annual Cash Remuneration

(1) Subject to Section 2.2 and such rules, regulations, approvals and conditions as the Board may impose, a Participant may elect to receive his or her Annual Cash Remuneration in the form of Deferred Share Units, cash or any combination thereof.

2.2 Election Process

(1) A person who is a Participant while the Plan is effective may elect a form or forms of payment of Annual Cash Remuneration payable for services for one or more chosen period by completing and delivering to the secretary of the Company an initial Election Notice by no later than 30 days after the effective date of the Plan, which shall apply to the Participant's Annual Cash Remuneration payable for services provided after the effective date of such election.

(2) An individual who becomes a Participant during a year may elect the form or forms of payment of Annual Cash Remuneration earned in Quarters that commence after the date the election is made by completing and delivering to the secretary of the Company an Election Notice within 30 days after the individual becomes a Participant.

(3) A Participant who has previously made an election under this Section 2.2, or who has never made an election under the Plan may elect the form or forms of payment of Annual Cash Remuneration for a subsequent period by completing and delivering to the secretary of the Company a new Election Notice prior to January 1 of the calendar year that includes the first day of the relevant period.

(4) The Board may prescribe election forms for use by Participants who are residents of a jurisdiction other than Canada that differ from the election forms it prescribes for use by Canadian resident Participants where the Board determines it is necessary or desirable to do so to obtain comparable treatment for the Plan, the Participants or the Company under the laws or regulatory policies of such other jurisdiction as is provided under the laws and regulatory policies of Canada and its Provinces, provided that no election form prescribed for use by a non-resident of Canada shall contain terms that would cause the Plan to cease to meet the requirements of paragraph 6801(d) of the regulations under the Income Tax Act (Canada) and any successor to such provisions.

(5) For greater certainty, if the Company establishes a policy for members of the Board with respect to the acquisition and / or holding of Shares and/or DSUs, each Director shall ensure that any election he or she makes under this Section 2.2 complies with any such applicable policy.

2.3 Deferred Share Units

(1) Deferred Share Units elected by a Participant pursuant to Section 2.2 shall, be granted to the Participant as of the applicable Grant Date . The number of Deferred Share Units (including fractional Deferred Share Units) to be granted to a Participant as of a particular Grant Date pursuant to this Section 2.3(1) shall be determined by dividing the portion of that Participant's Annual Cash Remuneration for the applicable period to be satisfied by Deferred Share Units by the Market Price on the particular Grant Date, which, unless otherwise determined by the Board, shall be the last day of the Quarter in which such portion of the Participant's Annual Cash Remuneration was earned.

(2) Deferred Share Units shall be credited to the Participant's Account as of the Grant Date;

(3) In addition to Deferred Share Units granted pursuant to Section 2.3(1):

(a) subject to Section 2.4(2) and 2.4(3), the Board may award such number of Deferred Share Units to a Participant as the Board deems advisable to provide the Participant with appropriate equity-based compensation for the services he or she renders to the Company. Subject to Applicable Law, the Board shall determine the date on which such Deferred Share Units may be granted and the date as of which such Deferred Share Units shall be credited to a Participant's Deferred Share Unit Account, together with any terms or conditions with respect to the vesting of such Deferred Share Units. The Company and a Participant who receives an award of Deferred Share Units pursuant to this Section 2.3(2) shall enter into a DSU Award Agreement to evidence the award and the terms, including terms with respect to vesting, applicable thereto;

(b) notwithstanding any other provision hereunder, at the discretion of the Board, a Participant may receive a grant of Deferred Share Units under the Plan upon such Participant's first election or appointment to the Board.

(4) Deferred Share Units credited to a Participant's Account under Section 2.3(1), together with any additional Deferred Share Units granted in respect thereof under Section 2.5, will be fully vested upon being credited to a Participant's Account and the Participant's entitlement to payment of such Deferred Share Units at his Termination Date shall not thereafter be subject to satisfaction of any requirements as to any minimum period of membership on the Board.

(5) Deferred Share Units credited to a Participant's Account under Section 2.3(2), together with any additional Deferred Share Units granted in respect thereof under Section 2.5, will vest in accordance with such terms and conditions as may be determined by the Board and set out in the DSU Award Agreement, but will not vest before the date that is one year following

the date that the Deferred Share Units were granted to the Participant. Vested Deferred Share Units shall be paid out in accordance with Article 3.

(6) Notwithstanding section 2.3(4), Deferred Share Units credited to a Participant's Account under Section 2.3(2), together with any additional Deferred Share Units granted in respect thereof under Section 2.5 may vest immediately for a Participant who dies or ceases to be an eligible Participant in connection with a Change of Control, take-over bid, RTO or other similar transaction.

(7) The Board may specify in a DSU Award Agreement entered into pursuant to Section 2.3(2) whether the Deferred Share Units subject to such agreement will be settled in cash or Shares, or both cash and Shares, provided that where a DSU Award Agreement does not provide for the settlement of the Deferred Share Units subject to such agreement in Shares, such Deferred Share Units may only be settled in cash.

(8) Notwithstanding the provisions under this Section 2.3: (a) the Board shall ensure that no Deferred Share Units are granted on a date which falls within a Blackout Period or on the first Trading Day following the date on which the relevant Blackout Period has expired; and (b) if the Grant Date falls on a day within a Blackout Period, then the Grant Date shall be automatically postponed until the second Trading Day following the date on which the relevant Blackout Period has expired.

2.4 Maximum Number of Shares and Limits

- (1) Subject to adjustment pursuant to Section 2.7, the maximum number of Shares that may be issued pursuant to this Plan:
 - (a) shall not exceed 20,800,000, or such greater number of Shares as shall have been duly approved by the Board and, if required by Stock Exchange Rules, by the shareholders of the Corporation; and
 - (b) in combination with the aggregate number of Shares which may be issuable under any and all of the Company's Share Compensation Arrangements in existence from time to time, including the Company's stock option plan, or to Insiders (as a group), shall not exceed 10% of the total number of issued and outstanding Shares on a non-diluted basis at any point in time, unless disinterested shareholder approval has been obtained.

(2) The number of Shares which may be issuable under this Plan and all of the Company's other previously established or proposed Share Compensation Arrangements, within any 12-month period:

- (a) to any one Participant, shall not exceed 5% of the total number of issued and outstanding Shares on the Grant Date on a non-diluted basis, unless disinterested shareholder approval has been obtained;
- (b) to Insiders as a group shall not exceed 10% of the total number of issued and outstanding Shares on the Grant Date of any Insider on a non-diluted basis, unless disinterested shareholder approval is obtained; and
- (c) to any one consultant shall not exceed 2% in the aggregate of the total number of issued and outstanding Shares on the Grant Date on a non-diluted basis.

(3) Subject to the requirements of Section 2.4(1) and Section 2.4(2), the aggregate equity award value, based on grant date fair value, of any grants of Deferred Share Units under Section 2.3(2)(a) that are eligible to be settled in Shares, in combination with the aggregate equity award value, based on grant date fair value, of any grants under any other Share Compensation

Arrangement, that may be made to a Participant for a year shall not exceed \$150,000.

(4) Notwithstanding anything herein to the contrary, the Company's obligation to issue and deliver Shares in respect of any DSU is subject to the satisfaction of all requirements under Applicable Law in respect thereof and obtaining all regulatory approvals as the Company shall determine to be necessary or advisable in connection with the authorization, issuance or sale thereof and the receipt from the Participant of such representations, agreements and undertakings as to future dealings in such Shares as the Company determines to be necessary or advisable in order to safeguard against the violation of the securities laws of any jurisdiction or to comply with Applicable Law. In this connection, the Company shall take all reasonable steps to obtain such approvals and registrations as may be necessary for the issuance of such Shares in compliance with Applicable Law. In a case of the issuance of Shares in respect of any Deferred Share Units granted to a Participant resident in the United States of America, such issuance shall be contingent upon receipt of completed representations as set forth in Schedule E hereto.

2.5 Dividends

On any payment date for dividends paid on Shares, a Participant shall be credited with dividend equivalents in respect of Deferred Share Units credited to the Participant's Account as of the record date for payment of dividends. Such dividend equivalents shall be converted into additional Deferred Share Units (including fractional Deferred Share Units) based on the Fair Market Value as of the date on which the dividends on the Shares are paid. In the event that the issuance of additional Deferred Share Units (including fractional Deferred Share Units) would result in any of the limits in Section 2.4 being exceeded, or the Company otherwise does not have sufficient Shares available to be issued, the Company will settle its obligation in respect of such dividends described hereto in cash.

2.6 Eligible Participant's Account

A Participant's Account shall record at all times the number of Deferred Share Units standing to the credit of the Participant. Upon payment in satisfaction of Deferred Share Units credited to a Participant in the manner described herein, such Deferred Share Units shall be cancelled. A written confirmation of the balance in each Participant's Account shall be provided by the Company to the Participant at least annually.

2.7 Adjustments and Reorganizations

Notwithstanding any other provision of the Plan, any change in the Shares, other than in connection with a consolidation or spit, is subject to the prior approval of the Stock Exchange, including by reason of any recapitalization, reclassification, amalgamation, arrangement, merger, consolidation, combination or exchange of Shares or distribution of rights to holders of Shares or any other form of corporate reorganization whatsoever, an equitable adjustment permitted under Applicable Law shall be made to any Deferred Share Units then outstanding. Such adjustment shall be made by the Board, subject to Applicable Law and the prior approval of the Stock Exchange, and shall be conclusive and binding for all purposes of the Plan.

ARTICLE 3 REDEMPTIONS

3.1 Redemption Date of Deferred Share Units

Subject to Sections 3.4 and 3.5, following the Termination Date of a Participant the Redemption Date shall be no later than one-month after such Termination Date. The redemption of Deferred Share Units shall be made in accordance with a signed Redemption Certificate in the form of Schedule C that has been filed with the Corporate Secretary of the Company no later than the Redemption Date. For the avoidance of doubt, any full or part redemption in cash shall be based on the Fair Market Value calculation set out in this Plan and in accordance with Section 3.2 below.

3.2 Settlement of Deferred Share Units

Subject to Section 4.12, a Participant, or the Beneficiary of a Participant, as the case may be, whose Deferred Share Units are redeemed hereunder as of the Redemption Date shall be entitled to receive from the Company, as a single distribution and not in installments:

1. a cash payment, subject to the DSU Award Agreement applicable to such Deferred Share Units, if any. Settlement of Deferred Share Units in cash shall be made by way of the lump sum payment of an amount equal to the Fair Market Value on the Redemption Date multiplied by the number of Deferred Share Units being settled in cash as of such Redemption Date.
2. a settlement in Shares, to be made by way of the issuance by the Company of one Share for each Deferred Share Unit being settled in Shares as of the Redemption Date.
3. a combination of cash and Shares.

No fractional Shares will be issued and any fractional Deferred Share Units shall be settled in cash based on the Fair Market Value on the Redemption Date.

3.3 Postponed Settlement

If the Redemption Date of a Participant's Deferred Share Units, whether in cash, Shares or any combination thereof, would, in the absence of this Section 3.4 fall within a Blackout Period set out in the Company's Blackout Policy, such settlement shall be automatically postponed until the second Trading Day following the date on which the relevant Blackout Period has expired.

3.4 Extended Redemption Date

In the event that the Board is unable, by a Participant's Redemption Date, to compute the final value of the Deferred Share Units recorded in such Participant's Account by reason of the fact that any data required in order to compute the market value of a Share has not been made available to the Board and such delay is not caused by the Participant, then the Redemption Date shall be the next following Trading Day on which such data is made available to the Board.

3.5 Limitation on Extension of Redemption Date

All Shares issuable and any payments hereunder to, or in respect of, a Participant shall be issued or paid as set out in Section 3.1 and in no case later than 12 months immediately after the Participant's Termination Date.

3.6 Death of Eligible Participant

In the event of a Participant's death, Shares shall become issuable and/or amounts payable in respect of any and all Deferred Share Units then credited to the Participant's Account in accordance with Sections 3.2, 3.4 and 3.6 as soon as reasonably practicable after the Participant's date of death and such date of death shall be deemed to be the sole Redemption Date with respect to the Participant. All Shares issuable and any payments hereunder to, or in respect of, a Participant shall be issued or paid as set out in Section 3.1, and in no case later than 12 months immediately after the Participant's Termination Date.

ARTICLE 4 GENERAL

4.1 Unfunded Plan

Unless otherwise determined by the Board, the Plan shall be unfunded. To the extent any individual holds any rights by virtue of an election under the Plan, such rights (unless otherwise determined by the Board) shall be no greater than the rights of an unsecured general creditor of the Company.

4.2 Assignability and Transferability

Notwithstanding any other provision of this Plan, if any Participant shall die holding a Deferred Share Unit which has not been redeemed, his personal representative, heirs or legatees may, at any time within one year after the date of such death (notwithstanding the normal expiry date to redeem the Deferred Share Unit(s) under section 3.1 of this Plan) redeem the Deferred Share Unit(s) with respect to the unredeemed balance of the Deferred Share Unites subject to the Plan.

The Plan shall be binding on all successors and permitted assigns of the Company and a Participant, including without limitation, the estate of such Participant and the legal representative of such estate, or any receiver or trustee in bankruptcy or representative of the Company's or the Participant's creditors.

4.3 Plan Amendment, Suspension & Termination

(1) Subject to the Stock Exchange Rules, Applicable Law and Section 4.3(2) and subject also to Section 4.3(3) below, the Board may, in its sole discretion, suspend or terminate this Plan at any time or from time to time amend, revise or discontinue the terms and conditions of this Plan or of any Deferred Share Unit granted under this Plan and any DSU Agreement relating thereto, provided that such suspension, termination, amendment, or revision will not adversely alter or impair any Deferred Share Unit previously granted except as permitted by the terms of this Plan or as required by applicable laws.

(2) If this Plan is terminated the provisions of this Plan and any administrative guidelines and other rules and regulations adopted by the Board and in force on the date of termination will continue in effect as long as any Deferred Share Unit or any rights pursuant thereto remain outstanding and, notwithstanding the termination of this Plan, the Board will remain able to make such amendments to this Plan or the Deferred Share Unit as would have been entitled to make if this Plan was still in effect.

(3) The Board shall have the power and authority to approve amendments relating to this Plan or to Deferred Share Units, without approval by shareholders or disinterested shareholders (as applicable), to the extent such amendment:

- (a) corrects typographical errors; or
- (b) is an amendment to this Plan of a "housekeeping nature", such that the amendment does not have the effect of altering the scope, nature and intent of any provisions.

(4) Notwithstanding Section 4.3(1) and Section 4.3(3), none of the following amendments shall be made to this Plan without approval by shareholders or disinterested shareholders (as applicable) by ordinary resolution:

- (a) amendments to this Plan that would amend the persons eligible to be granted DSUs under this Plan;

- (b) amendments to this Plan which would increase the number of securities issuable under this Plan, otherwise than in accordance with the terms of this Plan which permit the Board to make equitable adjustments in the event of transactions affecting the Company or its capital;
- (c) amendments to this Plan which would increase the number of securities issuable to Insiders, otherwise than in accordance with the terms of this Plan;
- (d) any amendments to Section 2.4(2);
- (e) amendments permitting awards other than DSUs to be made under this Plan;
- (f) an amendment that would permit DSUs to be granted to persons other than eligible Participants on a discretionary basis; and
- (g) amendments deleting or reducing the range of amendments which require shareholders' approval under this Section 4.3(4).

(5) If the Board terminates or suspends this Plan, previously credited DSUs may, at the Board's election, be distributed to Participants or may remain outstanding and in effect in accordance with the terms of this Plan. If DSUs remain outstanding after Plan termination or suspension, such DSUs shall not be entitled to Dividend Equivalents unless at the time of termination or suspension the Board determines that the entitlement to Dividend Equivalents after termination or during suspension, as applicable, should be continued. Subject to the foregoing sentence, if the Board terminates or suspends this Plan, no new Deferred Share Units will be credited to the DSU Account of a Participant.

4.4 Plan Amendment - Tax Matters

Notwithstanding Section 4.3, any amendment of the Plan shall be such that, in addition to continuously complying with Applicable Law and any amendments thereto, the Plan continuously meets the requirements of paragraph 6801(d) of the regulations under the *Income Tax Act* (Canada) or any successor to such provision. The Company does not make any representations as to the treatment of the DSUs granted hereunder or any related payments in cash or shares pursuant to the tax laws applicable to a Participant, or make any representation regarding any other matter related to the Plan under any such tax laws. Each Participant should consult his or her own tax advisor regarding his or her own particular circumstances.

4.5 Applicable Trading Policies and Reporting Requirements

The Board and each Participant will ensure that all actions taken and decisions made by the Board or a Participant, as the case may be, pursuant to the Plan, comply with applicable securities laws and regulations and policies of the Company relating to insider trading and "black out" periods. All Deferred Share Units shall be considered a "security" of the Company solely for reporting purposes under the insider trading policy of the Company.

4.6 Currency

All payments and benefits under the Plan shall be determined and paid in the lawful currency of Canada.

4.7 Designation of Beneficiary

Subject to the requirements of Applicable Law, a Participant may designate in writing a person who is a dependent or relation of the Participant as a beneficiary to receive any benefits that are payable under the Plan upon the death of such Participant. The Participant may, subject

to Applicable Law, change such designation from time to time. Such designation or change shall be in the form of Schedule D. The initial designation of each Participant shall be executed and filed with the secretary of the Company within sixty (60) days following the Effective Date of the Plan. Changes to such designation may be filed from time to time thereafter.

4.8 Rights of Participants

(1) Except as specifically set out in the Plan, no Eligible Participant, or any other person shall have any claim or right to any benefit in respect of Deferred Share Units granted or amounts payable pursuant to the Plan.

(2) Rights of Participants respecting Deferred Share Units and other benefits under the Plan shall not be transferable or assignable. A Deferred Share Unit may not be assigned or transferred. During the lifetime of a Participant, the Deferred Share Units may only be redeemed by the Participant.

(3) The Plan shall not be construed as granting a Participant a right to be retained as a member of the Board or a claim or right to any future grants of Deferred Share Units, future amounts payable or other benefits under the Plan.

(4) Under no circumstances shall Deferred Share Units be considered Shares nor shall they entitle any Participant or other person to exercise voting rights or any other rights attaching to the ownership of Shares.

4.9 Compliance with Law

Any obligation of the Company pursuant to the terms of the Plan is subject to compliance with Applicable Law. The Participants shall comply with Applicable Law and furnish the Company with any and all information and undertakings as may be required to ensure compliance therewith.

4.10 Administration Costs

The Company will be responsible for all costs relating to the administration of the Plan.

4.11 Limited Liability

No member of the Board, any committee of the Board or any officer or employee of the Company or any subsidiary, partnership or trust of the Company or other controlled entity (each, a "**Shamaran Entity**") shall be liable for any action or determination made in good faith pursuant to the Plan, any Election Notice or DSU Award Agreement under the Plan. To the fullest extent permitted by law, the Company and its Affiliates shall indemnify and save harmless each person made, or threatened to be made, a party to any action or proceeding in respect of the Plan by reason of the fact that such person is or was a member of the Board or a committee of the Board or is or was an officer or employee of the Company or a Shamaran Entity.

4.12 Withholding

The Company may withhold from any amount payable to a Participant, either under the Plan or otherwise, such amount as may be necessary to enable the Company to comply with the applicable requirements of any federal or provincial tax law or authority relating to the withholding of tax or any other required deductions with respect to Deferred Share Units. The Company may also satisfy any liability for any such withholding obligations, on such terms and conditions as the Company may determine in its discretion, by (a) selling on behalf of any Participant, or causing any Participant to sell, any Shares issued hereunder, or retaining any amount payable, which would otherwise be provided or paid to the Participant hereunder or (b) requiring a Participant, as a condition to the redemption of any Deferred Share Units, to make such arrangements as the

Company may require so that the Company can satisfy such withholding obligations, including, without limitation, requiring the Participant to remit to the Company in advance, or reimburse the Company for, any such withholding obligations.

Schedule A
ShaMaran Petroleum Corp. Deferred Share Unit Plan
(the "Plan")

ELECTION NOTICE

I. Election:

Subject to Part II of this Notice, for the period _____ to _____, I hereby elect to receive the following percentage (the "**Elected Percentage**") of my Annual Cash Remuneration by way of Deferred Share Units ("**DSUs**"):

	Percentage in DSUs	Percentage in Cash
Annual Cash Remuneration	%	%

II. Acknowledgement

I confirm and acknowledge that:

1. I have received and reviewed a copy of the terms of the Plan and agree to be bound by them.
2. I will not be able to cause the Company or any Affiliate thereof to redeem DSUs granted under the Plan until the date specified in the Plan following my Termination Date.
3. When DSUs credited to my Account pursuant to this election are redeemed in accordance with the terms of the Plan after my Termination Date, income tax and other withholdings as required will arise at that time. Upon redemption of the DSUs, the Company will make all appropriate withholdings as required by law at that time.
4. The value of DSUs is based on the value of the Shares and therefore is not guaranteed
5. No funds will be set aside to guarantee the payment of DSUs. Future payment of DSUs will remain an unfunded and unsecured liability recorded on the books of the Company.
6. This election is irrevocable.
7. The foregoing is only a brief outline of certain key provisions of the Plan. In the event of any discrepancy between the terms of the Plan and the terms of this Election Notice, the terms of the Plan shall prevail. All capitalized expressions used herein shall have the same meaning as in the Plan unless otherwise defined above.

Date

(Name of Eligible Participant)

(Signature of Eligible Participant)

Schedule B
Deferred Share Unit Plan
(the "Plan")

DSU AWARD AGREEMENT

I. Notice of Crediting of DSUs

This Agreement confirms the crediting by ShaMaran Petroleum Corp. (the "**Company**") to the Account of the director named below (the "**Participant**") pursuant to Section **[2.3(2)(a) / 2.3(2)(b)]** of the Plan of _____ **[number]** Deferred Share Units ("**DSUs**") effective [•], 20__ (the "**Effective Date**") on the terms set out in the Plan.

II. [Vesting - insert vesting conditions if any or] All DSUs referred to in Part I above, together with any additional DSUs credited to the Participant's Account pursuant to Section 2.5 of the Plan in respect of such DSUs shall at all times following their grant be fully vested in the Participant, and shall not be subject to forfeiture.

III. Confirmation

For greater certainty, the above-noted DSUs have been credited to the Participant's Account on the understanding that:

1. The Participant will not be able to cause the Company or any Affiliate thereof to redeem DSUs granted under the Plan until the date specified in the Plan following his/her Termination Date.
2. When DSUs credited to the Participant's Account pursuant to this Agreement are redeemed in accordance with the terms of the Plan after his/her Termination Date, income tax and other withholdings as required may arise at that time. Upon redemption of the DSUs, the Company will make such withholdings as it may determine to be required by law at that time.
3. The value of DSUs is based on the value of the Shares of the Company and therefore is not guaranteed.
4. No funds will be set aside to guarantee the payment of DSUs. Future payment of DSUs will remain an unfunded liability recorded on the books of the Company.
5. In the event of any discrepancy between the terms of the Plan and the terms of this Agreement, the terms of the Plan shall prevail. All capitalized expressions used herein shall have the same meaning as in the Plan unless otherwise specified above.
6. The Company does not make any representations as to the treatment of the DSUs granted hereunder, or any related payments in cash or shares pursuant to the tax laws applicable to the Participant, or make any representation regarding any other matter related to the Plan under any such tax laws. The Participant should consult his or her own tax advisor regarding his or her own particular circumstances.

Schedule C
Shamaran Petroleum Corp. Deferred Share Unit Plan
(the "Plan")

REDEMPTION CERTIFICATE

I. Redemption:

The undersigned Participant hereby elects to redeem DSUs granted by the Company to the undersigned pursuant to the Plan, as set forth below:

- a. ___ % of the value in cash
- b. ___ % of the value in shares

II. Acknowledgement

I confirm and acknowledge that:

- 1. I have received and reviewed a copy of the terms of the Plan and agree to be bound by them.
- 2. If any of the value of the DSUs is redeemed in cash, the cash amount will be calculated using the Fair Market Value calculation as set out in this Plan.
- 3. Upon redemption of the DSUs, the Company will make all appropriate withholdings as required by law at that time.
- 4. The value of DSUs is based on the value of the Shares and therefore is not guaranteed.
- 5. This redemption is irrevocable.
- 6. The foregoing is only a brief outline of certain key provisions of the Plan. In the event of any discrepancy between the terms of the Plan and the terms of this Redemption Certificate, the terms of the Plan shall prevail. All capitalized expressions used herein shall have the same meaning as in the Plan unless otherwise defined above.

Date

(Name of Eligible Participant)

(Signature of Eligible Participant)

**Schedule D
ShaMaran Petroleum Corp. Deferred Share Unit Plan
(the "Plan")**

BENEFICIARY DESIGNATION

To: ShaMaran Petroleum Corp.

I, _____, being a Participant under the Plan hereby designate the following person as my Beneficiary for purposes of the Plan:

Name of Beneficiary: _____

Address of Beneficiary: _____

This designation revokes any previous beneficiary designation made by me under the Plan. Under the terms of the Plan, I reserve the right to revoke this designation and to designate another person as my Beneficiary.

Date: _____

Name: _____

(please print)

Signature: _____

Schedule E
Shamaran Petroleum Corp.
Deferred Share Unit Plan
(the "Plan")

CERTIFICATE OF U.S. RESIDENT DIRECTOR

This Certificate is delivered pursuant to Section 2.4(4) of the Deferred Share Unit Plan of Shamaran Petroleum Corp. (the "**Company**"), and evidences that the undersigned _____, being the holder (the "**DSU Holder**") of the right, by way of "deferred share units" (the "**DSUs**"), to acquire certain common shares (the "**Shares**") of the capital stock of the Company upon such term, conditions and price as set forth in the Plan, hereby represents, warrants, acknowledges and affirms as follows:

- (1) the undersigned is a resident of the United States of America; and
- (2) the undersigned, in his/her capacity as a Director of the Company, has had full access to the books and records of the Company; has had the opportunity to access and review the Company's public Internet filings on the System for Electronic Document Analysis and Retrieval at www.sedar.com, the Electronic Data Gathering and Retrieval System at www.sec.gov, and to consult with his/her legal and tax advisors with regard thereto; has been offered the opportunity to ask questions and receive answers from management concerning the Company and its Securities; and that any request for such information has been complied with to the undersigned's satisfaction; and
- (3) the undersigned understands and agrees that all certificate(s) representing the Shares will be endorsed with, and be subject to the terms and conditions of, the following U.S. restrictive legend:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT") OR UNDER ANY STATE SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF SHAMARAN PETROLEUM CORP. (THE "COMPANY") THAT SUCH SECURITIES MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY, (B) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE U.S. SECURITIES ACT AND APPLICABLE STATE LAWS; (C) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH REGULATIONS UNDER THE U.S. SECURITIES ACT, (D) WITHIN THE UNITED STATES IN ACCORDANCE WITH AN EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 OR 144A THEREUNDER, IF AVAILABLE, AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS, OR (E) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR APPLICABLE STATE SECURITIES LAWS, AND THE SELLER HAS FURNISHED TO THE COMPANY AN OPINION TO SUCH EFFECT, FROM COUNSEL OF RECOGNIZED STANDING REASONABLY SATISFACTORY TO THE COMPANY, PRIOR TO SUCH OFFER, SALE OR TRANSFER UNDER (D) OR (E) ABOVE. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE GOOD DELIVERY IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA.

SUBJECT TO APPLICABLE CANADIAN LAW, AND PROVIDED THAT THE FOLLOWING PROCEDURE COMPLIES WITH U.S. SECURITIES LAWS AT THE TIME OF SALE, A NEW CERTIFICATE BEARING NO U.S. RESTRICTIVE LEGENDS MAY BE OBTAINED FROM THE COMPANY'S REGISTRAR AND TRANSFER AGENT UPON DELIVERY OF THIS CERTIFICATE AND A DULY EXECUTED DECLARATION, IN A FORM SATISFACTORY TO THE TRANSFER AGENT AND THE COMPANY, TO

**THE EFFECT THAT SUCH SALE IS BEING MADE IN ACCORDANCE WITH
REGULATION S UNDER THE U.S. SECURITIES ACT."**

Provided that, if the Shares bearing such legend are being sold outside the United States in compliance with Rule 904 of such Regulation S and in compliance with applicable local laws and regulations, the Company shall use its reasonable best efforts to cause the legend to be timely removed upon delivery of the certificate and a duly executed declaration to the Company's registrar and transfer agent in the form attached hereto as "Exhibit 1" to this Schedule E (or as the Company may reasonably prescribe from time to time); *provided, further*, that if any such Shares are being sold pursuant to Rule 144 under the U.S. Securities Act, the legend may be removed by delivery to the Company's registrar and transfer agent of an opinion of U.S. counsel of recognized standing in form and substance satisfactory to the Company, to the effect that the legend is no longer required under applicable requirements of the U.S. Securities Act and applicable state securities laws.

Please issue a certificate for the Shares being acquired pursuant to my DSUs as follows:

NAME: _____
(Please Print)
ADDRESS: _____

By: _____ Date: _____
Signature

Printed Name

EXHIBIT 1 TO SCHEDULE E

DECLARATIONS FOR REMOVAL OF U.S. RESTRICTIVE LEGEND

To: Computershare Investor Services Inc., as registrar and transfer agent for the shares of ShaMaran Petroleum Corp. (the "**Company**")

The undersigned (A) acknowledges that the sale of _____ shares of the Company, represented by certificate number _____, to which this declaration relates, has been made in reliance on Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the "**1933 Act**"), and (B) certifies that (1) the undersigned is not an "affiliate" (as defined in Rule 405 under the 1933 Act) of the Company, or is an "affiliate" solely by virtue of being an officer and/or director thereof; (2) the offer of such securities was not made to a "U.S. Person" or to a person in the United States and either (a) at the time the buy order was originated, the buyer was outside the United States, or the seller and any person acting on its behalf reasonably believe that the buyer was outside the United States, or (b) the transaction was executed on or through the facilities of The Toronto Stock Exchange, the TSX Venture Exchange or any other designated offshore securities market, and neither the seller nor any person acting on its behalf knows that the transaction was prearranged with a buyer in the United States; (3) in the case of the undersigned being an officer and/or director of the Company, no selling concession, fee or other remuneration will be paid in connection with such offer and sale other than the usual and customary broker's commission; and (4) neither the seller nor any person acting on its behalf engaged in any directed selling efforts in connection with the offer and sale of such securities. Terms used herein have the meanings given to them by Regulation S.

By: _____ Date: _____
Signature

Name (please print) _____

Affirmation by Seller's Broker-Dealer

We have read the foregoing representations of our customer with regard to the sale of shares described therein, and on behalf of ourselves we certify and affirm that (A) we have no knowledge that the transaction had been prearranged with a buyer in the United States, (B) the transaction was executed on or through the facilities of The Toronto Stock Exchange, the TSX Venture Exchange or any other designated offshore securities market and (C) neither we, nor any person acting on our behalf, engaged in any directed selling efforts in connection with the offer and sale of such securities. Terms used herein have the meanings given to them by Regulation S.

Name of Firm

By:
Authorized officer

Date: _____