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INFORMATION CIRCULAR

SOLICITATION OF PROXIES BY MANAGEMENT

This management information circular (the “Information Circular”) is furnished in connection with the solicitation of proxies by or on behalf of the management of Grande West Transportation Group Inc. (the “Company”) for use at the annual general and special meeting (the “Meeting”) of the shareholders of the Company (the “Shareholders”) to be held at 3168 262nd Street, Aldergrove, British Columbia, on Wednesday, July 15, 2015 at 10 a.m. (Vancouver time) and at any adjournments thereof for the purposes set out in the accompanying Notice of Meeting. Although it is expected that the solicitation of proxies will be primarily by mail, proxies may also be solicited personally, electronically or by telephone by directors, officers, employees or consultants of the Company. Arrangements will also be made with clearing agencies, brokerage houses and other financial intermediaries to forward proxy solicitation material to the beneficial owners of common shares of the Company (“**Common Shares**”) pursuant to the requirements of National Instrument 54-101, *Communication with Beneficial Owners of Securities of a Reporting Issuer* (“**National Instrument 54-101**”).

The Canadian securities regulators have adopted new rules under National Instrument 54-101, which permit the use of notice-and-access for proxy solicitation, instead of the traditional physical delivery of material. This new process provides the option to post meeting related materials, including management information circulars, as well as annual financial statements, and related management’s discussion and analysis, on a website in addition to SEDAR. Under notice-and-access, such meeting related materials will be available for viewing for up to one (1) year from the date of posting, and a paper copy of the material can be requested at any time during this period. The Company is not relying on the notice-and-access provisions of National Instrument 54-101 to send proxy related materials to registered shareholders or beneficial owners of shares in connection with the Meeting.

The Company may reimburse shareholders’ nominees or intermediaries (including brokers or their agents holding shares on behalf of clients) for the cost incurred in obtaining from their principals authorization to execute forms of proxy. The cost of any such solicitation will be borne by the Company. Unless otherwise stated, the information contained in this Information Circular is given as at June 10, 2015.

APPOINTMENT OF PROXYHOLDERS AND COMPLETION AND REVOCATION OF PROXIES

The purpose of a proxy is to designate persons who will vote the proxy on a Shareholder’s behalf in accordance with the instructions given by the Shareholder in the proxy. The persons named in the enclosed proxy (the “**Management Designees**”) have been selected by the directors of the Company.

A Shareholder has the right to designate a person (who need not be a Shareholder), other than the Management Designees to represent the Shareholder at the Meeting. Such right may be exercised by inserting in the space provided for that purpose on the proxy the name of the person to be designated, and by deleting from the proxy the names of the Management Designees, or by completing another proper form of proxy and delivering the same to the transfer agent of the Company. Such Shareholder should notify the nominee of the appointment, obtain the nominee’s consent to act as proxyholder and attend the Meeting, and provide instructions on how the Shareholder’s shares are to be voted. The nominee should bring personal identification with them to the Meeting.

To be valid, the proxy must be dated and executed by the Shareholder or an attorney authorized in writing, with proof of such authorization attached (where an attorney executed the proxy). The proxy must then be delivered to the Company's registrar and transfer agent, Computershare Investor Services Inc., Proxy Department, 100 University Avenue, 8th Floor, Toronto, Ontario, M5J 2Y1, or by fax within North America to 1-866-249-7775, and outside North America to (416) 263-9524, at least 48 hours, excluding Saturdays, Sundays and holidays, before the time of the Meeting or any adjournment thereof. Proxies received after that time may be accepted by the Chairman of the Meeting in the Chairman's discretion, but the Chairman is under no obligation to accept late proxies.

Any registered Shareholder who has returned a proxy may revoke it at any time before it has been exercised. A proxy may be revoked by a registered Shareholder personally attending at the Meeting and voting their shares. A Shareholder may also revoke their proxy in respect of any matter upon which a vote has not already been cast by depositing an instrument in writing, including a proxy bearing a later date executed by the registered Shareholder or by their authorized attorney in writing, or, if the Shareholder is a corporation, under its corporate seal by an officer or attorney thereof duly authorized, either at the office of the Company's registrar and transfer agent at the foregoing address or the head office of the Company, at 3168 262nd Street, Aldergrove, British Columbia, V4W 2Z6, at any time up to and including the last business day preceding the date of the Meeting, or any adjournment thereof at which the proxy is to be used, or by depositing the instrument in writing with the Chairman of such Meeting, or any adjournment thereof. **Only registered Shareholders have the right to revoke a proxy. Non-registered Shareholders who wish to change their vote must, at least seven days before the Meeting, arrange for their respective nominees to revoke the proxy on their behalf.**

VOTING OF PROXIES

Voting at the Meeting will be by a show of hands, each registered Shareholder and each proxyholder (representing a registered or unregistered Shareholder) having one vote, unless a poll is required or requested, whereupon each such Shareholder and proxyholder is entitled to one vote for each Common Share held or represented, respectively. Each Shareholder may instruct their proxyholder how to vote their Common Shares by completing the blanks on the proxy. All Common Shares represented at the Meeting by properly executed proxies will be voted or withheld from voting when a poll is required or requested and, where a choice with respect to any matter to be acted upon has been specified in the form of proxy, the Common Shares represented by the proxy will be voted in accordance with such specification. **In the absence of any such specification as to voting on the proxy, the Management Designees, if named as proxyholder, will vote in favour of the matters set out therein.**

The enclosed proxy confers discretionary authority upon the Management Designees, or other person named as proxyholder, with respect to amendments to or variations of matters identified in the Notice of Meeting and any other matters which may properly come before the Meeting. As of the date hereof, the Company is not aware of any amendments to, variations of or other matters which may come before the Meeting. If other matters properly come before the Meeting, then the Management Designees intend to vote in a manner which in their judgment is in the best interests of the Company.

In order to approve a motion proposed at the Meeting, a majority of greater than 50% of the votes cast will be required (an "**ordinary resolution**"), unless the motion requires a "**special resolution**" in which case a majority of 66 2/3% of the votes cast will be required.

BENEFICIAL HOLDERS

Only registered shareholders or duly appointed proxyholders are permitted to vote at the Meeting. Most shareholders of the Company are "non-registered" or "beneficial" shareholders because the shares they own are not registered in their names, but are instead registered in the name of the brokerage firm, bank or trust company through which they purchased the shares. More particularly, a person is not a registered shareholder in respect of shares which are held on behalf of that person (the "**Beneficial Holder**") but which are registered either: (a) in the name of an intermediary (an "**Intermediary**") that the Beneficial Holder deals with in respect of the shares (Intermediaries include, among others, banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered RRSP's, RRIF's, RESP's and similar plans); or (b) in the name of a clearing agency (such as The Canadian Depository for Securities Limited ("**CDS**")) of which the Intermediary is a participant. In accordance with the requirements of National Instrument 54-101 of the Canadian Securities Administrators, the Company has distributed copies of the Notice of Meeting, this Information

Circular and the Proxy (collectively, the “**Meeting Materials**”) to the clearing agencies and Intermediaries for onward distribution to Beneficial Holders.

Intermediaries are required to forward the Meeting Materials to Beneficial Holders unless a Beneficial Holder has waived the right to receive them. Very often, Intermediaries will use service companies to forward the Meeting Materials to Beneficial Holders. Generally, Beneficial Holders who have not waived the right to receive Meeting Materials will either:

- (a) be given a form of proxy **which has already been signed by the Intermediary** (typically by a facsimile, stamped signature), which is restricted as to the number of shares beneficially owned by the Beneficial Holder but which is otherwise not completed. Because the Intermediary has already signed the form of proxy, this form of proxy is not required to be signed by the Beneficial Holder when submitting the proxy. In this case, the Beneficial Holder who wishes to submit a proxy should otherwise properly complete the form of proxy and **deposit it with the Company’s transfer agent as provided above; or**
- (b) more typically, be given a voting instruction form **which is not signed by the Intermediary**, and which, when properly completed and signed by the Beneficial Holder and **returned to the Intermediary or its service company**, will constitute voting instructions (often called a “proxy authorization form”) which the Intermediary must follow. Typically, the proxy authorization form will consist of a one page pre-printed form. Sometimes, instead of the one page pre-printed form, the proxy authorization form will consist of a regular printed proxy form accompanied by a page of instructions which contains a removable label containing a bar-code and other information. In order for the form of proxy to validly constitute a proxy authorization form, the Beneficial Holder must remove the label from the instructions and affix it to the form of proxy, properly complete and sign the form of proxy and return it to the Intermediary or its service company in accordance with the instructions of the Intermediary or its service company.

In either case, the purpose of this procedure is to permit Beneficial Holders to direct the voting of the shares which they beneficially own. Should a Beneficial Holder who receives one of the above forms wish to vote at the Meeting in person, the Beneficial Holder should strike out the names of the Management Designees named in the form and insert the Beneficial Holder’s name in the blank space provided. **In either case, Beneficial Holders should carefully follow the instructions of their Intermediary, including those regarding when and where the proxy or proxy authorization form is to be delivered.**

VOTING SECURITIES AND PRINCIPAL HOLDERS THEREOF

The Company is authorized to issue an unlimited number of common shares, without nominal or par value, of which as at the date hereof 46,803,350 common shares are issued and outstanding.

The holders of common shares of record at the close of business on the record date, set by the directors of the Company to be June 10, 2015, are entitled to vote such common shares at the Meeting on the basis of one vote for each common share held.

The Articles of the Company provide that a quorum for the transaction of business at the Meeting is two (2) shareholders, or one or more proxyholder representing two members, or one member and a proxyholder representing another member.

To the knowledge of the directors and senior officers of the Company, no person or company beneficially owns, directly or indirectly, or exercises control or direction over, voting securities carrying more than 10% of the outstanding voting rights of the Company other than:

Name of Shareholder	Number of Shares	Percentage of Issued and Outstanding
Joseph Miller	5,091,631 ⁽¹⁾	10.9%

⁽¹⁾ Of which, 96,000 shares are held in an RRSP, and 2,198,000 shares are held by a family trust and are under Mr. Miller’s control or direction.

Those shareholders so desiring may be represented by proxy at the Meeting.

PARTICULARS OF MATTERS TO BE ACTED UPON

TO THE KNOWLEDGE OF THE COMPANY'S DIRECTORS, THE ONLY MATTERS TO BE PLACED BEFORE THE MEETING ARE THOSE REFERRED TO IN THE NOTICE OF MEETING ACCOMPANYING THIS INFORMATION CIRCULAR. HOWEVER, SHOULD ANY OTHER MATTERS PROPERLY COME BEFORE THE MEETING, THE SHARES REPRESENTED BY THE PROXY SOLICITED HEREBY WILL BE VOTED ON SUCH MATTERS IN ACCORDANCE WITH THE BEST JUDGMENT OF THE PERSONS VOTING THE SHARES REPRESENTED BY THE PROXY.

Additional detail regarding each of the matters to be acted upon at the Meeting is set forth below.

I. Financial Statements

The audited financial statements of the company for the financial year ended August 31, 2014 (the "**Financial Statements**"), together with the Auditors' Report thereon, will be presented to the shareholders at the Meeting.

II. Appointment of Auditors

Management proposes the appointment of Manning Elliott LLP, Chartered Accountants, as Auditors of the Company for the ensuing year and that the directors be authorized to fix their remuneration. Manning Elliott LLP have been the Company's Auditors since March 2013.

In the absence of instructions to the contrary the shares represented by proxy will be voted in favour of a resolution to appoint Manning Elliott LLP, Chartered Accountants, as Auditors of the Company for the ensuing year, at a remuneration to be fixed by the Board of Directors, unless the Shareholder has specified in the Shareholder's proxy that the Shareholder's Common Shares are to be withheld from voting on the appointment of auditors.

III. Election of Directors

The board of directors of the Company (the "**Board**" or the "**Board of Directors**") currently consists of four (4) directors, all of whom are elected annually. The term of office for each of the present directors of the Company expires at the Meeting. All of the current directors of the Company will be standing for re-election. It is proposed that the number of directors for the ensuing year be fixed at four (4) subject to such increases as may be permitted by the Articles of the Company. At the Meeting, the Shareholders will be asked to consider and, if thought fit, approve an ordinary resolution fixing the number of directors to be elected at the Meeting at four (4).

It is proposed that the persons named below will be nominated at the Meeting. Each director elected will hold office until the next Annual General Meeting of the Company or until his successor is duly elected or appointed pursuant to the Articles of the Company unless his office is earlier vacated in accordance with the provisions of the *Business Corporations Act* (British Columbia) or the Company's Articles.

It is the intention of the management designees, if named as proxy, to vote for the election of the said persons to the Board of Directors, unless the Shareholder has specified in its proxy that its Common Shares are to be withheld from voting on the election of directors. Management does not contemplate that any of the nominees will be unable to serve as a director.

The following information relating to the nominees for election to the Board of Directors is based on information received by the Company from said nominees:

Name, Present Office Held and Province or State of Residency	Director Since	Number of Shares Beneficially Owned, Directly or Indirectly, or over which Control or Direction is Exercised at the Date of this Information Circular	Principal Occupation and if not at present an elected director, occupation during the past five (5) years
Yves Devin ^{(1) (2)(3)(4)} Director Quebec, Canada	May 2014	180,000 (direct)	COO of Imvescor Restaurant Group Inc.; Associate Professor HEC Montreal; former CEO of STM (Montreal Transit System)
Joseph Miller ⁽¹⁾⁽²⁾⁽³⁾⁽⁴⁾ Director British Columbia, Canada	December 2012	2,797,631 (direct) 2,294,000 (indirect) ⁽⁵⁾	Owner of Emajin Specialties
William R. Trainer President, CEO and Director British Columbia, Canada	December 2012	2,799,125 (direct) 400,000 (indirect) ⁽⁶⁾	President and CEO of the Company and GWTI (defined below), President of Tractorhill Sales Ltd.
Donald Siemens ^{(1) (2)(3)(4)} Director British Columbia, Canada	May 2014	Nil	Independent Financial Advisor, Chartered Accountant, Corporate Director.

⁽¹⁾ Member or proposed member of the Audit Committee.

⁽²⁾ Member or proposed member of the Compensation Committee.

⁽³⁾ Member or proposed member of the Corporate Governance and Nomination Committee.

⁽⁴⁾ Member or proposed member of the Special Committee.

⁽⁵⁾ Of which, 96,000 shares are held in an RRSP, and 2,198,000 shares are held by a family trust and are under Mr. Miller's control or direction.

⁽⁶⁾ Held by Tractorhill Sales Ltd., a private company controlled by Mr. Trainer.

Corporate Cease Trade Orders or Bankruptcies

Except as disclosed below, to the knowledge of the Company, no director or proposed director of the Company is, or within the ten years prior to the date of this Circular has been, a director or executive officer of any company, including the Company, that while that person was acting in that capacity:

- (a) was the subject of a cease trade order or similar order or an order that denied the company access to any exemption under securities legislation for a period of more than 30 consecutive days; or
- (b) was subject to an event that resulted, after the director ceased to be a director or executive officer of the company being 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, for a period of more than 30 consecutive days; or
- (c) 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.

Mr. Donald Siemens has been a director of Great Western Minerals Group Ltd. ("GWMG") since January 2014. Pursuant to an application by GWMG, in accordance with National Policy 12-203 - Cease Trade Orders for Continuous Disclosure Defaults, a management cease trade order was issued by the Financial and Consumer Affairs Authority of Saskatchewan (the "Commission"), GWMG's principal regulator, on April 2, 2015, due to GWMG's failure to file certain required continuous disclosure documents. On April 30, 2015, GWMG announced that it entered into a support agreement with holders of approximately 65.3% of GWMG's US\$90 million secured convertible bonds outstanding (the "Supporting Bondholders") pursuant to which GWMG, with the support of the Supporting Bondholders, would commence an orderly process for the solicitation of interests in the GWMG's business, property and assets by way of a sale and investor solicitation process to be implemented pursuant to proceedings commenced by GWMG under the Companies' Creditors Arrangement Act ("CCAA"). On May 11,

2015, GWMG announced that the Commission had ceased trading all securities of GWMG. Mr. Siemens was elected to the Board of GWMG because of his valuable experience and expertise in negotiating financial restructurings.

Individual Bankruptcies

To the knowledge of the Company, no director or proposed director of the Company has, within the ten years prior to the date of this Circular, become bankrupt or made a proposal under any legislation relating to bankruptcy or insolvency, or been subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of that individual.

Penalties or Sanctions

To the knowledge of the Company, no proposed director of the Company has been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority, or has been subject to any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to vote for a proposed director.

IV. Approval of Restricted Stock Unit Incentive Plan

The purpose of the Restricted Stock Unit Incentive Plan (“**RSU Plan**”) is to (i) encourage the attraction and retention of officers, directors, employees, consultants and other persons to serve the Company and its subsidiaries; and (ii) encourage such persons to improve the business results and earnings of the Company, by providing to such persons an opportunity to acquire or increase a direct interest in the operations and future success of the Company. To this end, the RSU Plan provides for the grant of restricted stock units (“**RSU**”). Any of these awards of RSU’s may, but need not, be made as performance incentives to reward attainment of annual or long-term performance goals.

At the Meeting, shareholders will be asked to approve an ordinary resolution to adopt the RSU Plan. The following is a summary of the RSU Plan. The summary is qualified in its entirety by the full text of the RSU Plan as attached as Schedule “A” of this Information Circular. The RSU Plan remains subject to the approval of the TSX Venture Exchange (the “**Exchange**”).

Description of the RSU Plan

The RSU Plan is available to officers, directors, employees, consultants and service providers of the Company, as determined by the Board (the “**Eligible Grantees**”). The maximum number of common shares of the Company issuable under the RSU Plan shall be 500,000 (the Company currently has a 10% rolling stock option plan and the number of shares issuable pursuant to the RSU Plan must be deducted from the maximum number of shares issuable under the current 10% rolling stock option plan). The total number of common shares issuable to insiders under the RSU Plan, at any time, together with any other security-based compensation arrangements of the Company, shall not exceed ten percent of the issued and outstanding common shares of the Company. The total number of common shares issuable to insiders within any one-year period under the RSU Plan shall not exceed ten percent of the issued and outstanding common shares of the Company. The total number of common shares issuable to any person within any one-year period under the RSU Plan shall not exceed one percent of the issued and outstanding common shares of the Company. The total number of common shares issuable to all persons within any one-year period under the RSU Plan shall not exceed two percent of the issued and outstanding common shares of the Company. Neither awards nor any rights under any such awards shall be assignable or transferable.

If any common shares covered by an award are forfeited, or if an award terminates without delivery of any common shares subject thereto, then the number of common shares counted against the aggregate number of common shares available under the RSU Plan with respect to such award shall, to the extent of any such forfeiture or termination, again be available for making awards under the RSU Plan. The RSU Plan shall terminate automatically after ten (10) years (June 8, 2025) and may be terminated on any earlier date or extended by the Board.

The Board may at any time, in its sole discretion and without the approval of shareholders, amend, suspend, terminate or discontinue the RSU Plan and may amend the terms and conditions of any awards thereunder, subject

to (a) any required approval of any applicable regulatory authority or the Exchange, and (b) approval of shareholders of the Company, provided that shareholder approval shall not be required for the following amendments and the Board may make changes which may include but are not limited to: (i) amendments of a 'housekeeping nature'; (ii) changes to vesting provisions; (iii) changes to the term of the Plan or awards made under the RSU Plan; or (iv) changes to performance criteria term. The Board may amend, modify, or supplement the terms of any outstanding award.

Restricted Stock Units

The RSU Plan provides that the Board of the Company may, from time to time, in its sole discretion, grant awards of RSU's to Eligible Grantees. Each RSU shall represent one common share of the Company. The Board may, in its sole discretion, establish a period of time (a "**Vesting period**") applicable to such RSU's. Each award of RSU's may be subject to a different Vesting period. The Board may, in its sole discretion prescribe restrictions in addition to or other than the expiration of the Vesting period, including the satisfaction of corporate or individual performance objectives, which may be applicable to all or any portion of the RSU's. The performance criteria will be established by the Board in its sole discretion. The Board may, in its sole discretion, revise the performance criteria. Notwithstanding the foregoing and except in the case of accelerated vesting for grantees whose age plus years of service total at least sixty-five (65), (i) RSUs that vest solely by the passage of time shall not vest in full in less than three (3) years from the grant date; (ii) RSUs for which vesting may be accelerated by achieving performance targets shall not vest in full in less than one (1) year from the grant date; and (iii) RSU's granted to outside directors vest, (a) at the election of an outside director at the time the award is granted, within a minimum of one (1) year to a maximum of three (3) years following the grant date, as such outside director may elect, and (b) if no election is made, upon the earlier of a change of control or his or her resignation from the Board.

Restrictions on any RSUs shall lapse immediately and become fully vested in the grantee upon a change of control. If a grantee's employment is terminated with cause, the Company may, within 30 days, annul an award if the grantee is an employee of the Company or an affiliate thereof. If a grantee's employment is terminated with or without cause, unless the Board otherwise provides in an award agreement or in writing after the award agreement is issued, any RSU's that have not vested and will not vest within 30 days from the date of termination, or with respect to which all applicable restrictions and conditions have not lapsed, shall immediately be deemed forfeited. Upon the death of a grantee, any RSU's granted to said grantee which, prior to the grantee's death, have not vested, will immediately vest and the grantee's estate shall be entitled to receive payment in accordance with the terms of the RSU Plan.

Not more than 500,000 RSU's may be issued under the RSU Plan. As of the date of this Information Circular, there are no RSU's outstanding under the RSU Plan.

Approval Required

The text of the ordinary resolution approving the RSU Plan is as follows:

"BE IT RESOLVED as an ordinary resolution that:

1. the RSU Plan, substantially in the form attached as Schedule "A" to the Information Circular be, and is hereby, ratified, affirmed and approved;
2. the form of the RSU Plan may be amended in order to satisfy the requirements or requests of any regulatory authorities or stock exchange without requiring further approval of the shareholders of the Company; and
3. any one director or officer of the Company be, and is hereby, authorized and directed to do all such acts and things and to execute and deliver under the corporate seal of the Company or otherwise all such deeds, documents, instruments and assurances as in his opinion may be necessary or desirable to give effect to the foregoing resolutions."

To be effective, the resolution must be passed by the majority of votes cast by shareholders present or represented by proxy at the Meeting, and be accepted for filing by the Exchange.

The persons named in the enclosed form of proxy intend to vote at the Meeting IN FAVOUR of this resolution, unless the shareholder has specified in the form of proxy that its shares are to be voted against the resolution.

V. Approval of Incentive Stock Option Plan

At last year's Annual General Meeting, the Shareholders approved a rolling stock option plan (the "**Stock Option Plan**"), authorizing the issuance of incentive stock options to eligible persons for up to an aggregate of 10% of the issued shares of the Company from time to time (less the number of shares issuable pursuant to the RSU Plan, in the event the shareholders approve the RSU Plan). The policies of the Exchange require the approval of the Stock Option Plan by the Company's "disinterested shareholders" (as defined below) on an annual basis. There are currently 46,803,350 shares of the Company issued and outstanding, and therefore the current 10% threshold is 4,680,335 shares (4,180,335 shares, in the event the shareholders approve the RSU Plan) available for incentive stock option grants under the Stock Option Plan. Incentive stock options under the Stock Option Plan may be granted by the Board of Directors to eligible persons, who are directors, officers or consultants of the Company or its subsidiaries (if any), or who are employees of a company providing management services to the Company, or who are eligible charitable organizations. Stock options may be granted under the Stock Option Plan with a maximum exercise period of up to ten (10) years, as determined by the Board of Directors of the Company.

The Stock Option Plan will limit the number of stock options which may be granted to any one individual to not more than 5% of the total issued shares of the Company in any 12 month period (unless otherwise approved by the disinterested shareholders of the Company), and not more than 10% of the total issued shares to all insiders at any time or granted over any 12 month period. The number of options granted to any one consultant or person employed to provide investor relations activities in any 12 month period must not exceed 2% of the total issued shares of the Company. Any stock options granted under the Stock Option Plan will not be subject to any vesting schedule, unless otherwise determined by the Board of Directors or required by the policies of the Exchange.

Options under the Plan may be granted at an exercise price which is at or above the current discounted market price (as defined under the policies of the Exchange) on the date of the grant. In the event of the death or permanent disability of an optionee, any option granted to such optionee will be exercisable upon the earlier of 365 days from the date of death or permanent disability, or the expiry date of the option. In the event of the resignation, or the termination or removal of an optionee without just cause, any option granted to such optionee will be exercisable for a period of 90 days thereafter. In the event of termination for cause, any option granted to such optionee will be cancelled as at the date of termination.

In the event the shareholders approve the RSU Plan and the Stock Option Plan, the minor amendments to the Stock Option Plan will be effective. Shareholders are referred to the full text of the Stock Option Plan, as amended, a copy of which is attached as Schedule "B" of this Information Circular.

The Stock Option Plan must be approved, as amended, by a majority of the "disinterested shareholders" entitled to vote present in person or by proxy at the Meeting, and be accepted for filing by the Exchange. "Disinterested shareholders" mean all Shareholders of the Company who are not directors, officers, promoters, or other insiders of the Company, or their associates or affiliates, as such terms are defined under the *Securities Act* (British Columbia).

To the knowledge of the Company, Shareholders who are ineligible to vote on the approval of the Stock Option Plan and their shareholdings are as follows:

Name of Insider, Associate or Affiliate	Number of Shares
Yves Devin	180,000
Jean-Marc Landry	81,400
Joseph Miller	5,091,631 ⁽¹⁾
Donald R. Siemens	Nil

Name of Insider, Associate or Affiliate	Number of Shares
William R. Trainer	3,199,125 ⁽²⁾
Yue Zhong (John) Wang	1,450,000 ⁽³⁾

⁽¹⁾ Of which, 96,000 shares are held in an RRSP, and 2,198,000 shares are held by a family trust and are under Mr. Miller's control or direction.

⁽²⁾ Of which 400,000 shares are held Tractorhill Sales Ltd., a private company controlled by Mr. Trainer.

⁽³⁾ Of which 400,000 shares are held by NGT Machinery Design Ltd., a private company controlled by Mr. Wang

In the event that annual disinterested shareholder approval is not obtained at the Meeting, the Company will implement a new fixed stock option plan for up to 10% of the Company's issued shares (which does not require shareholder approval), and any existing option grants under the Stock Option Plan as previously approved by the disinterested shareholders of the Company at the last Annual General Meeting will not be affected.

EXECUTIVE COMPENSATION (For the financial year ended August 31, 2014)

For purposes of this Information Circular, "named executive officer" of the Company means an individual who, at any time during the year, was:

- (a) the Company's chief executive officer ("CEO");
- (b) the Company's chief financial officer ("CFO");
- (c) each of the Company's three most highly compensated executive officers, or the three most highly compensated individuals acting in a similar capacity, other than the CEO and CFO, at the end of the most recently completed financial year and whose total compensation was, individually, more than \$150,000 for that financial year; and
- (d) each individual who would be a named executive officer under paragraph (c) but for the fact that the individual was neither an executive officer of the Company, nor acting in a similar capacity, at the end of the most recently completed financial year;

(each a "Named Executive Officer" or "NEO").

Based on the foregoing definition, during the last completed financial year of the Company, there were four Named Executive Officers ("NEOs") namely William Trainer, its President and Chief Executive Officer, Yue Zhong (John) Wang, Vice-President, Jean-Marc Landry, Vice-President, Business Development, and John Sutherland, the former Chief Financial Officer of the Company. Mr. Sutherland ceased acting as the Company's Chief Financial Officer effective April 30, 2015.

Compensation Discussion and Analysis

The objectives of the Company's executive compensation program are:

- to reward individual contributions in light of the Company's performance;
- to be competitive with the companies with whom the Company competes for talent;
- to align the interests of the executives with the interests of the shareholders; and
- to attract and retain executives who could help the Company achieve its objectives.

The two basic components of the Company's executive compensation program are (i) a fixed salary component; and (ii) a performance-based variable incentive compensation component which is comprised of Stock Option grants (collectively, the "**Total Direct Compensation**"). The allocation of Total Direct Compensation value to each component is not based on a formula, but rather is intended to reflect market practices as well as the Compensation Committee's discretionary assessment of an NEO's past contribution and ability to contribute to future short and long-term business results.

The Compensation Committee assists the Board in fulfilling its responsibility to shareholders, potential shareholders and the investment community by reviewing and providing recommendations to the Board regarding compensation of the Company's executive officers, employees and directors, succession plans for executive officers, and the Company's overall compensation and benefits policies, plans and programs. The Compensation Committee is responsible for establishing, administering and evaluating the compensation philosophy based on criteria, including the Company's performance for the accomplishment of long-term strategic objectives. The Compensation Committee oversees the Company Stock Option Plan. In determining compensation for the executive management and directors, the Compensation Committee will utilize any or all of the following: compensation surveys, peer comparison, analysis, compensation consultants and any other reference or means deemed appropriate. All of the members of the Compensation Committee have experience setting compensation for executives in companies of similar size to the Company.

In the course of its deliberations, the Compensation Committee considered the implications of the risks associated with adopting the compensation program currently in place. The Compensation Committee does not believe that the compensation program adopted by the Company creates a material risk that the NEOs or any employee will be encouraged to take inappropriate or excessive risks and no such risks have been detected to date. The Compensation Committee will continue to include this consideration in its deliberations, and believes that it and the Board will detect actions of management or employees of the Company that constitute or could lead to inappropriate or excessive risks.

The Company does not have a policy that prohibits the NEOs or directors from purchasing financial instruments that are designed or would have the effect of hedging or offsetting a decrease in the value of equity securities granted to, or held by these individuals.

The Company has not retained a compensation consultant or advisor since August 31, 2014 to assist the Board or the Compensation Committee in determining compensation for any of the Company's directors or executive officers.

The Compensation Committee is currently composed of Yves Devein, Joseph Miller and Donald Siemens, of whom each of Yves Devein, Joseph Miller and Donald Siemens are independent directors within the meaning set out in Section 1.4 of National Instrument 52-110 – *Audit Committees* ("NI 52-110"). All three of the members of the Compensation Committee are experienced participants in business or finance, and have sat on the board of directors of other companies, charities or business associations, in addition to the Board of the Company.

If elected, the newly constituted Compensation Committee will be comprised of Yves Devein, Joseph Miller and Donald Siemens, all of whom are independent within the meaning of s.1.4 of NI 52-110.

The recommendations of the Compensation Committee are based primarily on a benchmarking analysis which compares the Company's pay levels and compensation practices with other reporting issuers of the same size as the Company and which are active in the industry and/or market in which the Company competes for talent. This analysis provides valuable information that will allow the Company to make adjustments, if necessary, to attract and retain the best individuals to meet the Company's needs and provide value to the Company's shareholders. In formulating its recommendations, the Compensation Committee benchmarked the compensation of the Company's directors and executive officers against those of the following companies: Aveda Transportation and Energy Services Inc., Cancen Oil Canada Inc., Changfeng Energy Inc., ComWest Enterprise Corp., Cordy Oilfield Services Inc., DEQ Systems Corp., Feronia Inc., Flyht Aerospace Solutions Ltd., Franchise Services of North America Inc., Galvanic Applied Sciences Inc., Imaflex Inc., MATRRIX Energy Technologies Inc., Noble Iron Inc., Northampton Group Inc., Novik Inc., People Corporation, Raise Production Inc., Titan Logix Corp., VersaPay Corporation, and ZoomerMedia Limited.

Base Salary

Base salary is the fixed portion of Total Direct Compensation and is designed to provide income certainty and to attract and retain executives. Base salaries for NEOs are reviewed annually.

Long-term Incentives

Long-term incentive compensation is provided through the granting of Stock Options. This incentive arrangement is typically designed to motivate executives to achieve longer-term sustainable business results, align their interests with those of the shareholders and to attract and retain executives.

Participants benefit only if the market value of the Company's common shares at the time of Stock Option exercise is greater than the exercise price of the stock options at the time of grant. In most instances to date, the vesting period and term of the option has been established by the Board in relation to the circumstances surrounding each grant.

For the 2014 fiscal year, the Compensation Committee reviewed all compensation to be awarded to the NEOs. The Compensation Committee directed management to gather information on its behalf, and provide initial analysis and commentary. The Compensation Committee reviewed this material along with other information received from external advisors, if any, in its deliberations before considering or rendering decisions. The Compensation Committee had full discretion to adopt or alter management recommendations or to consult its own external advisors.

The Compensation Committee believes it is important to follow appropriate governance practices in carrying out its responsibilities with respect to the development and administration of executive compensation and benefit programs. Governance practices followed by the Compensation Committee included holding in-camera sessions without management present and, when necessary, obtaining advice from external consultants.

The Role of Management

For the 2014 fiscal year, management had direct involvement in and knowledge of, the business goals, strategies, experiences and performance of the Company. As a result, management played an important role in the compensation decision-making process. The CEO may also provide a self-assessment of his own individual performance objectives and/or results achieved, if requested by the Compensation Committee. No such requests were made by the Compensation Committee during the 2014 fiscal year.

The CEO did not engage in discussions with the Compensation Committee regarding his own Total Direct Compensation for the 2014 fiscal year; rather, the CEO provided the Compensation Committee with relevant market data and other information as requested, in order to support the Compensation Committee's deliberations regarding the CEO's Total Direct Compensation, employment agreement and subsequent recommendation to the Board.

Performance Assessment

Rather than strictly applying formulas and weightings to forward-looking performance objectives, which may lead to unintended consequences for compensation purposes, the Compensation Committee exercises its discretion and uses sound judgment in making compensation determinations. For this reason, the Compensation Committee does not measure performance using any pre-set formulas in determining compensation awards for NEOs. The Compensation Committee's assessment of the overall business performance of the Company, including corporate performance against both quantitative and qualitative objectives and, where appropriate, relative performance against peers, provides the context for individual executive officer evaluations for all direct compensation awards.

Corporate Performance

In the future, it is the intention that the Company's Board will approve annual corporate objectives in line with the Company's key longer-term strategies for growth and value creation. These quantitative and qualitative objectives will then be utilized by the Compensation Committee as a reference when making compensation decisions. It is the intention of the Compensation Committee to review the results achieved by the Company and discuss them with management on an annual basis. For the purposes of Total Direct Compensation deliberations, the Compensation Committee will then determine an overall rating for actual corporate performance relative to an expected level of performance. This overall corporate performance rating will provide general context for the Compensation Committee's review of individual performance by the NEOs.

Individual Performance

As with the corporate objectives, individual executive officer's performance objectives may include a combination of quantitative and qualitative measures with no pre-determined weightings. During the 2014 fiscal year the compensation of the NEOs was fixed.

Internal Equity and Retention Value

Executive officers' pay relative to other executives' internal equity is generally considered in establishing compensation levels. The difference between one executive officer's compensation and that of the other NEOs reflects, in part, the difference in their relative responsibilities. The CEO's responsibility for the management and oversight of the enterprise is greater than each of the executive officers' respective business areas. The Compensation Committee also considers the retentive potential of its compensation decisions. Retention of the NEOs is generally critical to business continuity and succession planning.

Previously Awarded Compensation

The Compensation Committee approved or recommended compensation awards which were not contingent on the number, term or current value of other outstanding compensation previously awarded to the individual. The Compensation Committee believed that reducing or limiting current stock option grants or other forms of compensation because of prior gains realized by an executive officer would unfairly penalize the officer and reduce the motivation for continued high achievement. Similarly, the Compensation Committee did not purposely increase long-term incentive award values in a given year to offset less-than-expected returns from previous grants. During the annual Total Direct Compensation deliberations, the Compensation Committee was provided with summaries of the history of each executive officer's previously awarded Total Direct Compensation. These summaries help the Compensation Committee to track changes in an executive officer's Total Direct Compensation from year to year and to remain aware of the historical compensation for each individual.

Overall Corporate Performance

For the purposes of Total Direct Compensation deliberations, the Compensation Committee reviewed the fiscal 2014 corporate performance results, including the information noted below. The Compensation Committee used this information to determine an overall rating to provide general context for the review of individual performance by the NEOs.

Option-Based Awards

Stock options are granted to provide an incentive to the directors, officers, employees and consultants of the Company to achieve the longer-term objectives of the Company; to give suitable recognition to the ability and industry of such persons who contribute materially to the success of the Company; and to attract and retain persons of experience and ability, by providing them with the opportunity to acquire an increased proprietary interest in the Company. The Company awards stock options to its executive officers based upon the recommendation of the Compensation Committee, which recommendation is based upon the Committee's review of a proposal from the CEO. Previous grants of incentive stock options are taken into account when considering new grants.

Implementation of a new incentive stock option plan and amendments to the existing stock option plan are the responsibility of the Company's Compensation Committee.

Summary Compensation Table

Section 1.3(8)(b) of National Instrument 51-102F6 - *Statement of Executive Compensation* provides that an issuer is not permitted to include historic compensation figures for Named Executive Officers for a completed financial year if the company was not a reporting issuer for any part of that financial year. As the Company first became a reporting issuer in November of 2013 upon completion of its initial public offering, no summary compensation information is included in this Circular for the year ended August 31, 2014.

Incentive Plan Awards

Outstanding Share-Based Awards and Option-Based Awards

The following table sets forth the options granted to the Named Executive Officers to purchase or acquire securities of the Company outstanding at the end of the most recently completed financial year:

Name	Number of Securities Underlying Unexercised Options (#)	Option Exercise Price (\$)	Option Expiration Date	Value of Unexercised In-the-money Options (\$) ⁽¹⁾
William R. Trainer	600,000	\$0.50	Dec 13, 2018	None
Yue Zhong (John) Wang	350,000	\$0.50	Dec 13, 2018	None
Jean-Marc Landry	350,000	\$0.50	Dec 19, 2018	None
John Sutherland ⁽²⁾	350,000	\$0.50	Dec 13, 2018	None

⁽¹⁾ The aggregate dollar value of the in-the-money unexercised vested options held at the end of the last financial year, based on the difference between the market value of the shares at the financial year end, and the exercise price. This does not mean the options were exercised or that any shares were sold at these values.

⁽²⁾ Mr. Sutherland ceased acting as CFO of the Company as at April 30, 2015.

Incentive Plan Awards – Value Vested or Earned During the Year

The following table sets forth the value vested or earned during the year of option-based awards, share-based awards and non-equity incentive plan compensation paid to Named Executive Officers during the most recently completed financial year:

Name	Option-based Awards – Value Vested During the Year (\$) ⁽¹⁾	Non-equity Incentive Plan Compensation – Value earned During the Year (\$)
William R. Trainer	\$3,000	-
Yue Zhong (John) Wang	-	-
Jean-Marc Landry	\$3,500	-
John Sutherland	-	-

⁽¹⁾ The aggregate value of the option based awards vested during the most recent financial year is based on the difference between the Company share price on the vesting day of any options that vested during the financial year and the exercise price of the options.

⁽²⁾ Mr. Sutherland ceased acting as CFO of the Company as at April 30, 2015.

Termination and Change of Control Benefits

The Company has entered into the following employment agreements with directors and officers of the Company:

- Pursuant to an Employment Agreement dated August 15, 2013 between the Company and William Trainer, Mr. Trainer has agreed to serve as the Company's full time Chief Executive Officer for an indefinite term at an annual salary of \$240,000.
- Pursuant to an Employment Agreement dated August 15, 2013 between the Company and John Wang, Mr. Wang has agreed to serve as the Company's full time Vice-President and Chief Engineer for an annual salary of \$150,000. The compensation for Mr. Wang was subsequently reviewed and given the duties performed and contribution to the Company by Mr. Wang that his annual salary be increased to \$200,000.
- Pursuant to an Employment Agreement dated August 15, 2013 between the Company and John Sutherland, Mr. Sutherland has agreed to serve as the Company's part time Chief Financial Officer for an indefinite term at an annual salary of \$90,000. The salary and Mr. Sutherland's working time commitment to the business and affairs of the Company are subject to renegotiation following the expiry of the initial six

months of the term of the agreement in the event the growth and development of the Company's business justifies a greater time commitment by the Chief Financial Officer. The Compensation Committee reviewed and recommended to the Board that due to the increased commitment of Mr. Sutherland that effective January 1, 2014 his annual salary was increased to \$180,000. Mr. Sutherland ceased acting as Chief Financial Officer of the Company as at April 30, 2015.

If the Company elects to terminate any of the Employment Agreements described above, without cause, it is obligated to pay severance to the employee in an amount equal to 12 months of salary plus two months of additional salary for each full year of employment to a maximum of 24 months of salary. If termination without cause occurs within 12 months of a "change of control" of the Company, or the employee terminates the agreement for good reason during such 12 month period, the Company is obligated to pay severance to the employee in an amount equal to 24 months of salary, regardless of the number of years of employment. For purposes of calculating severance payment entitlements, the reference date for the commencement of Mr. Trainer's and Mr. Wang's employment with the Company is September 2, 2008, the date they commenced employment with GWTL.

If each of the foregoing Employment Agreements were terminated without cause as at the end of the Company's most recently completed financial year (August 31, 2014), the Company would be required to make the following severance payments: Mr. Trainer - \$400,000; and Mr. Wang - \$250,000. In the event of a change of control and if the foregoing Employment Agreements were terminated within 12 months of such change of control, the Company would be required to make the following severance payments: Mr. Trainer - \$480,000; and Mr. Wang - \$300,000.

The Employment Agreements provide that a "change of control" is deemed to occur when either:

- (i) voting shares of the Company are acquired by any one person or group of persons acting in concert, through one transaction or a series of transactions, which when added to the number of Common Shares previously owned by such person or group of persons acting in concert, would equal at least 40% of the total issued Common Shares of the Company from time to time; or
- (ii) there is a reconstitution of the Board such that the majority of the is comprised of individuals who were not members of the Board before the reconstitution.

Director Compensation

Director Compensation Table

The following table sets forth the value of all compensation provided to directors, not including those directors who are also Named Executive Officers, for the Company's most recently completed financial year:

Name	Fees Earned	Option-based Awards ⁽¹⁾ (\$)	All Other Compensation (\$)	Total (\$)
Yves Devin	\$5,815	\$38,992	-	\$44,807
Joseph Miller	\$17,323	\$99,058	-	\$116,380
Donald R. Siemens	\$6,363	\$38,992	-	\$45,355
Michael Evans ⁽²⁾	\$14,500	\$19,049	-	\$33,549
Joanne Yan ⁽³⁾	\$13,000	\$19,049	-	\$32,049

⁽¹⁾ The fair value of stock options granted during the last financial year is based on the Black-Scholes Option Pricing Model. The Company used the following assumptions in the model to determine the award recorded above: Dividend Yield – Nil; Expected Life – 2.76 years; Volatility – 100%; Risk Free Interest Rate – 1.4%.

⁽²⁾ Mr. Evans resigned as a director of the Company effective May 29, 2014.

⁽³⁾ Ms. Yan resigned as a director of the Company effective May 29, 2014.

A cash retainer is paid quarterly effective after the Company's annual general meeting of shareholders. Directors are also reimbursed for their board-related expenses incurred on the Company's behalf. The cash retainer is comprised of the following:

- an annual fee of \$12,000;
- an additional annual retainer fee of \$3,000 for the Chairman of the Board, \$2,000 for the Chair of the Audit Committee, \$1,000 for the Chair of the Compensation Committee and \$1,000 for the Chair of the Corporate Governance and Nominating Committee; and
- attendance at each Board or Committee meeting by independent directors of \$750 per meeting. The total meeting fees are capped annually at five Board meetings, five Audit Committee meetings, two Compensation Committee meetings and two Corporate Governance and Nominating Committee meetings.

Outstanding Share-Based Awards and Option-Based Awards

The following table sets forth the options granted to the directors of the Company, not including those directors who are also Named Executive Officers, to purchase or acquire securities of the Company outstanding at the end of the most recently completed financial year:

Name	Option-based Awards -Number of Securities Underlying Unexercised Options (#)	Option Exercise Price (\$)	Option Expiration Date	Value of Unexercised In-the-money Options (\$)⁽¹⁾
Joseph Miller	400,000	\$0.50	Dec 13, 2018	None
Donald R. Siemens	250,000	\$0.50	May 29, 2019	None
Yves Devin	250,000	\$0.50	May 29, 2019	None
Michael Evans⁽²⁾	250,000	\$0.50	Dec 13, 2018	None
Joanne Yan⁽³⁾	250,000	\$0.50	Dec 13, 2018	None

⁽¹⁾ The aggregate dollar value of the in-the-money unexercised vested options held at the end of the last financial year, based on the difference between the market value of the shares at the financial year end, and the exercise price. This does not mean the options were exercised or that any shares were sold at these values.

⁽²⁾ Mr. Evans resigned as a director of the Company effective May 29, 2014.

⁽³⁾ Ms. Yan resigned as a director of the Company effective May 29, 2014.

Incentive Plan Awards – Value Vested or Earned During the Year

The following table sets forth the value vested or earned during the year of option-based awards and non-equity incentive plan compensation paid to the directors of the Company, not including those directors who are also Named Executive Officers, during the financial year ended August 31, 2014:

Name	Option-based Awards – Value Vested During the Year (\$)⁽¹⁾	Non-equity Incentive Plan Compensation – Value Earned During the Year (\$)
Joseph Miller	-	-
Donald R. Siemens	-	-
Yves Devin	-	-
Michael Evans⁽²⁾	-	-
Joanne Yan⁽³⁾	-	-

⁽¹⁾ The aggregate value of the option based awards vested during the most recent financial year is based on the difference between the Company share price on the vesting day of any options that vested during the financial year and the exercise price of the options.

⁽²⁾ Mr. Evans resigned as a director of the Company effective May 29, 2014.

⁽³⁾ Ms. Yan resigned as a director of the Company effective May 29, 2014.

EQUITY COMPENSATION PLAN INFORMATION

The following table sets forth certain information pertaining to the Company's equity compensation plan as at the end of the most recently completed financial year:

Plan Category	Number of Securities to be Issued Upon Exercise of Outstanding Options, Warrants and Rights (a)	Weighted-average Exercise Price of Outstanding Options, Warrants and Rights (b)	Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans (Excluding Securities Reflected in Column (a)) (c)
Equity compensation plans approved by securityholders	3,448,400 ⁽¹⁾	\$0.50	393,450
Equity compensation plans not approved by securityholders	N/A	N/A	N/A
TOTAL	3,448,400		393,450

⁽¹⁾ The Company has granted no options to purchase Common Shares since the end of the most recently completed financial year. As at the date hereof, there are 3,448,400 Common Shares which may be acquired pursuant to outstanding options.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

None of the directors or senior officers of the Company, no proposed nominee for election as a director of the Company, and no associates or affiliates of any of them, is or has been indebted to the Company or its subsidiaries at any time since the beginning of the Company's last completed financial year.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

No Insider of the Company, no proposed nominee for election as a director of the Company and no associate or affiliate of any of the foregoing, has any material interest, direct or indirect, in any transaction since the commencement of the Company's last financial year or in any proposed transaction, which, in either case, has materially affected or will materially affect the Company or any of its subsidiaries.

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

Other than as set forth herein, management of the Company is not aware of any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted upon at the Meeting, other than the election of directors or the appointment of auditors, of any person or company who has been: (a) if the solicitation is made by or on behalf of management of the Company, a director or executive officer of the Company at any time since the beginning of the Company's last financial year; (b) if the solicitation is made other than by or on behalf of management of the Company, any person or company by whom or on whose behalf, directly or indirectly, the solicitation is made; (c) any proposed nominee for election as a director of the Company; or (d) any associate or affiliate of any of the foregoing persons or companies.

MANAGEMENT CONTRACTS

Management functions of the Company and its subsidiaries are substantially performed by the Company's directors and executive officers. The Company has not entered into any contracts, agreements or arrangements with parties other than its directors and executive officers for the provision of such management functions.

CORPORATE GOVERNANCE

General

The Board believes that good corporate governance improves corporate performance and benefits all shareholders. National Policy 58-201 - Corporate Governance Guidelines provides non-prescriptive guidelines on corporate governance practices for reporting issuers such as the Company. In addition, National Instrument 58-101 - Disclosure of Corporate Governance Practices ("NI 58-101") prescribes certain disclosure by the Company of its corporate governance practices. This disclosure is presented below.

Board of Directors

The Board facilitates its exercise of independent supervision over the Company's management through frequent meetings of the Board.

The Board is comprised of four (4) directors, of whom each of Joseph Miller, Donald Siemens, and Yves Devin are independent for the purposes of NI 58-101. William Trainer is not independent since he serves as the President and Chief Executive Officer of the Company.

The Board Mandate is attached to this Circular as Schedule "D".

Directorships

Certain of the directors and proposed directors are also directors of other reporting issuers, as follows:

Director	Other Reporting Issuers
Donald Siemens	Atlantic Gold Corporation Boss Power Corp. Great Western Minerals Group Inc. Hansa Resources Limited Nikos Exploration Ltd. Wildcat Silver Corporation Argentex Mining Corporation

Orientation and Continuing Education

The Board intends to develop a comprehensive orientation program for the Company's directors to assist new directors with understanding the role of the Board and its Audit Committee, the contribution that directors are expected to make to the Board and the nature and operation of the Company's business. Board meetings are expected to be held at the Company's offices and, from time to time, will be combined with presentations by the Company's management to give the directors additional insight into the Company's business. In addition, management of the Company makes itself available for discussion with all Board members

Ethical Business Conduct

The Board has adopted a written code of business conduct and ethics (the "**Code**") for the Company's directors, officers and employees. The Code constitutes written standards that are designed to deter wrongdoing and promote: (i) compliance with applicable governmental laws, rules and regulations; (ii) fair dealing in regards to competition by discouraging unethical or illegal competitive advantages; (iii) accountability for illegal payments by requiring all illegal or improper "facilitating payments" to be reported to the Chief Financial Officer; (iv) the protection of confidential information entrusted to employees; (v) the protection and proper use of Company assets and resources including proprietary information and information technology; (vi) avoidance of conflicts of interest, including disclosure to a director or officer of the Company of any material transaction or relationship that reasonably could be expected to give rise to a conflict of interest or personal interests that might conflict with an officer or employee's duty to the Company; (vii) diversity and equal opportunity in all aspects of employment; (viii) a safe and healthy workplace; (ix) accurate corporate records that do not contain false or intentionally misleading entries; (x) accountability for instances of management decisions overriding the Code; (xi) the establishment of reporting procedures for improper conduct; and (xii) adherence to the rules established in the Anti-Corruption Laws and Foreign Corrupt Practices Act.

Nomination of Directors

The Company has a Corporate Governance and Nomination Committee (the "**CGNC**"), the members of which are Yves Devin, Joseph Miller, and Donald R. Siemens, all of whom are independent within the meaning set out in NI 52-110.

The CGNC is responsible for (i) conducting annual nominations by identifying individuals qualified to become board members and recommending to the Board individual directors to serve on the various committees; (iii)

developing and updating long-term plans for the composition and size of the Board; (iv) ensuring that an appropriate system is in place to evaluate the effectiveness of the Board and the various committees of the Board; (v) monitoring conflicts of interest of both the board and management in accordance with the Code; (vi) conducting periodic reviews of the Company's corporate governance policies and public disclosure documents; (vii) making recommendations regarding new director orientation and on-going development of existing directors; (viii) reviewing the Board's guidelines and the charters for the various committees and providing recommendations regarding structure, size, composition, the charter and membership for the committees; and (ix) receiving and reporting annually to the Board, all instances of breaches of the Code and their resolutions.

Compensation Governance

The Company has a Compensation Committee, the members of which are Yves Devin, Joseph Miller, and Donald R. Siemens, all of whom are independent within the meaning set out in NI 52-110.

The Compensation Committee has oversight of executive and director compensation, including with respect to: (i) reviewing and approving compensation of the Company's President, Chief Executive Officer and Chief Financial Officer; (ii) making recommendations to the Board regarding the President, Chief Executive Officer and Chief Financial Officer's compensation, incentive-based plans and equity-based plans; and (iii) reviewing compensation disclosure in public documents, including the annual report on executive compensation for inclusion in the Company's proxy circular, in accordance with applicable rules and regulations.

With regards to the President, Chief Executive Officer, and Chief Financial Officer's compensation, the Compensation Committee will be responsible for: (i) reviewing and making recommendations to the Board with respect to the corporate goals and objectives relevant to the President, Chief Executive Officer, Chief Financial Officer's compensation; (ii) evaluating the President, Chief Executive Officer and Chief Financial Officer's performance in light of those corporate goals and objectives; (iii) making recommendations to the Board with respect to the President, Chief Executive Officer Chief Financial Officer's compensation level based on this evaluation; and (iv) making recommendations to the Board with respect to the long-term incentive component of the President, Chief Executive Officer and Chief Financial Officer's compensation with regards to certain factors. In addition, the Compensation Committee will have oversight of: (i) compensation of the Company's executive officers and directors; (ii) overall guidance of other employees' compensation; (iii) incentive compensation plans; (iv) equity-based plans; and (v) succession plans for executive officers.

Other Board Committees

There is a Special Committee comprised of independent Board members to evaluate business opportunities and strategies. Other than the Special Committee, Audit Committee, the Compensation Committee, and the Corporate Governance and Nomination Committee there are no other committees.

Assessments

The Board intends, on an annual basis, to examine its size and composition in order to facilitate effective decision-making. The Board's assessment policy provides that the Board, its committees and each individual director should be regularly assessed, a general assessment of the Board as a whole on responsibility, operations and effectiveness, an assessment of each committee against its written mandate, and an assessment of each individual director against the competencies and skills the director is expected to bring to the Board.

AUDIT COMMITTEE

Under National Instrument 52-110 – Audit Committees (“**NI 52-110**”) reporting issuers are required to provide disclosure with respect to its Audit Committee including the text of the Audit Committee's Charter, composition of the Committee, and the fees paid to the external auditor. The Company provides the following disclosure with respect to its Audit Committee:

The Audit Committee's Charter

The Audit Committee Charter is attached to this Information Circular as Schedule “C”.

Composition of Audit Committee

Following the election of directors pursuant to this Information Circular, the following will be members of the Audit Committee:

Joseph Miller	Independent ⁽¹⁾	Financially literate ⁽²⁾
Donald Siemens	Independent ⁽¹⁾	Financially literate ⁽²⁾
Yves Devin	Independent ⁽¹⁾	Financially literate ⁽²⁾

⁽¹⁾ A member of an audit committee is independent if the member has no direct or indirect material relationship with the Company, which could, in the view of the Board of Directors, reasonably interfere with the exercise of a member's independent judgment.

⁽²⁾ An individual is financially literate if he has the ability to read and understand a set of financial statements that present a breadth 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 Company's financial statements.

Relevant Education and Experience

The relevant education and/or experience of each member of the Audit Committee is as follows:

Joseph Miller, Director

Mr. Miller has been a director of the Company since December 4, 2012. Mr. Miller has over 30 years' experience in the construction field and manages a large diverse construction company based in British Columbia with projects across North America and the South Pacific. He brings vast knowledge in negotiation skills and customer relationship building to the Company. He currently sits on ten Boards of Directors and brings a broad base of experiences in management and innovation skills.

Yves Devin, Director

Mr. Devin is the recently appointed Chief Operating Officer of Imvescor Restaurant Group Inc., a company which owns both proprietary food manufacturing facilities and a variety of franchised and corporate restaurants across Canada. Mr. Devin has also been an Associate Professor at HEC, the affiliated business school of the Université de Montréal since 2012. Mr. Devin was CEO of the Montreal Transit System which is the second largest system in Canada with 9,800 employees and an operating budget of \$1.8 Billion from 2006 to 2012. Mr. Devin was instrumental in improving the Montreal Transit System from being under-performing to winning the APTA award for being the Best Transportation Company in North America in 2010.

Donald Siemens, Director

Mr. Siemens is an independent financial advisor specializing in Corporate Finance, cross-border transactions and Mergers & Acquisitions. Mr. Siemens brings over 30 years of experience to the board as a Chartered Accountant, including eight years in public practice as a partner with major accounting firms, eight years in senior executive positions in the industry and 19 years as a self-employed Financial Services executive. He currently serves as a director and Audit Committee Chair for six public companies: Hansa Resources Limited, Nikos Explorations Ltd, Spur Ventures Inc., Argentex Mining Corporation, Boss Power Corp. and Goldgroup Mining Inc. and as a director and member of the Audit Committee for Great Western Minerals Group Inc. Previously, Mr. Siemens was Partner-in-Charge of Thorne Ernst & Whinney's (now KPMG) Vancouver office Financial Advisory Services group. Mr. Siemens obtained his Chartered Accountant designation in 1972.

Audit Committee Oversight

At no time since the commencement of the Company's most recently completed financial year was a recommendation of the Audit Committee to nominate or compensate an external auditor not adopted by the Board of Directors.

Reliance on Certain Exemptions

At no time since the commencement of the Company's most recently completed financial year has the Company relied on the exemption in Section 2.4 of NI 52-110 (De Minimis Non-audit Services), or an exemption from NI 52-110, in whole or in part, granted under Part 8 of National Instrument 52-110.

Pre-Approval Policies and Procedures

The Audit Committee is authorized by the Board of Directors to review the performance of the Company's external auditors and approve in advance provision of services other than auditing and to consider the independence of the external auditors, including a review of the range of services provided in the context of all consulting services bought by the Company. The Audit Committee is authorized to approve in writing any non-audit services or additional work which the Chairman of the Audit Committee deems is necessary, and the Chairman will notify the other members of the Audit Committee of such non-audit or additional work and the reasons for such non-audit work for the Committee's consideration, and if thought fit, approval in writing.

External Auditor Service Fees

The fees billed by the Company's external auditors in each of the last two financial years for audit and non-audit related services provided to the Company or its subsidiaries (if any) are as follows:

Financial Year Ending August 31	Audit Fees	Audit Related Fees	Tax Fees	All other Fees
2014	\$56,320	-	\$7,980	\$9,735
2013	\$54,000	Nil	Nil	Nil

Exemption

As a TSX Venture Exchange listed issuer, the Company is exempt from the requirements of Part 3 *Composition of the Audit Committee* and Part 5 *Reporting Obligations* of NI 52-110.

ADDITIONAL INFORMATION

Financial information is provided in the Company's audited annual financial statements and accompanying management's discussion and analysis ("MD&A") for the year ended August 31, 2014.

Under National Instrument 51-102, *Continuous Disclosure Obligations*, any person or company who wishes to receive financial statements from the Company may deliver a written request for such material to the Company or the Company's agent, together with a signed statement that the persons or company is the owner of securities of the Company. Shareholders who wish to receive financial statements are encouraged to send the enclosed mail card, together with the completed form of proxy, in the addressed envelope provided, to the Company's registrar and transfer agent, Computershare Investor Services Inc., 100 University Avenue, 8th Floor, Toronto, Ontario, M5J 2Y1. The Company will maintain a supplemental mailing list of persons or companies wishing to receive financial statements.

Shareholders may obtain copies of the Company's financial statements and related MD&A by contacting the Company at 3168 262nd Street, Aldergrove, British Columbia, V4W 2Z6 or by telephone at (604) 607-4000. Additional information relating to the Company is available on SEDAR at www.sedar.com

GENERAL

Unless otherwise specified, all matters referred to herein for approval by the Shareholders require a simple majority of the Shareholders voting, in person or by proxy, at the Meeting. Where information contained in this Information Circular, rests specifically within the knowledge of a person other than the Company, the Company has relied upon information furnished by such person.

The contents of this Information Circular have been approved and this mailing has been authorized by the Directors of the Company.

DATED at Aldergrove, British Columbia as of the 10th day of June, 2015

BY THE ORDER OF THE BOARD OF DIRECTORS OF
GRANDE WEST TRANSPORTATION GROUP INC.

“William R. Trainer”

William R. Trainer,
President and Chief Executive Officer

SCHEDULE "A"

RESTRICTED STOCK UNIT INCENTIVE PLAN

GRANDE WEST TRANSPORTATION GROUP INC.

RESTRICTED STOCK UNIT INCENTIVE PLAN

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GRANDE WEST TRANSPORTATION GROUP INC.

RESTRICTED STOCK UNIT INCENTIVE PLAN

Grande West Transportation Group Inc., a company incorporated under the laws of the Province of British Columbia (the “**Company**”), sets forth herein the terms of its Restricted Stock Unit Incentive Plan (the “**Plan**”), as follows:

1. **PURPOSE**

The Plan is intended to enhance the Company’s and its Affiliates’ (as defined herein) ability to attract and retain highly qualified officers, directors, key employees, consultants and other persons, and to motivate such officers, directors, key employees, consultants and other persons to serve the Company and its Affiliates and to expend maximum effort to improve the business results and earnings of the Company, by providing to such persons an opportunity to acquire or increase a direct proprietary interest in the operations and future success of the Company. To this end, the Plan provides for the grant of restricted stock units. Any of these awards of restricted stock units may, but need not, be made as performance incentives to reward attainment of annual or long-term performance goals in accordance with the terms hereof (as such performance goals are specified in the Award Agreement).

2. **DEFINITIONS**

For purposes of interpreting the Plan and related documents (including Award Agreements), the following definitions shall apply:

2.1 “**Affiliate**” means, with respect to the Company, any person or company if it is a Subsidiary entity of the other or if both are Subsidiary entities of the same person or company within the meaning of Multi-lateral Instrument 61-101 – *Protection of Minority Shareholders in Special Transactions*.

2.2 “**Award**” means a grant of Restricted Stock Units under the Plan.

2.3 “**Award Agreement**” means the written agreement between the Company and a Grantee that evidences and sets out the terms and conditions of an Award.

2.4 “**Board**” means the Board of Directors of the Company.

2.5 “**Cause**” means, as determined by the Board and unless otherwise provided in an applicable agreement with the Company or an Affiliate, (i) gross negligence or willful misconduct in connection with the performance of duties; (ii) conviction of a criminal offense; or (iii) material breach of any term of any employment, consulting or other services, confidentiality, intellectual property or non-competition agreements, if any, between the Service Provider and the Company or an Affiliate.

2.6 “**Change of Control**” means (i) a takeover bid for a sufficient number of Shares such that if such number of Shares are tendered into the bid and the bid closes, the bidder and all parties acting jointly or in concert with the bidder (the “**bid group**”) would have direction or control over more than 50% of the outstanding common shares of the Company, excluding the shares subject to the Plan, unless parties exercising control or direction over a blocking number of common shares of the Company have provided by the date (the “**blocking date**”) which is five business days before the initial expiry date of the bid, their written undertaking to all Grantees under the Plan not to tender into the bid, in the aggregate, at least a blocking number of Shares; “**blocking number**” means that number of common shares of the Company which, if withheld from being tendered into the bid and assuming no increase in the number of outstanding common shares of the Company, would result in the bidder not acquiring direction or control over more than 50% of the outstanding common shares of the Company immediately following closing of the bid; (ii) a merger, consolidation, combination, reorganization or other transaction pursuant to which a party, or parties acting jointly and in concert, would acquire direction or control over more than 50% of the outstanding common shares of the Company or more than 50% of the votes attaching to all of the voting securities of any successor entity resulting from such transaction; (iii) a sale of all or substantially all of the assets of the Company determined on either a consolidated or a non-consolidated basis; or (iv) the election or appointment to the Board of

a number of persons who represent a majority of the Board and who were not proposed or approved by a majority of the Board as previously constituted.

The effective date of a Change of Control is (a) for the purposes of (i), the date immediately following the blocking date; (b) for the purposes of (ii) and (iii), the date of the latest of shareholder, other stakeholder, Court or other required approval of the transaction; and for the purposes of (iv), the date of the shareholder resolution or other corporate action approving the election or appointment.

2.7 “**Committee**” means the Compensation committee of the Board, and designated from time to time by resolution of, the Board, which shall be constituted as provided in Section 3.2.

2.8 “**Company**” means Grande West Transportation Group Inc.

2.9 “**Effective Date**” means June 8, 2015, the date the Plan is approved by the Board.

2.10 “**Fair Market Value**” means the value of a Share, determined as follows: if on the Grant Date or other determination date the Shares are listed on the TSX Venture Exchange or another established national or regional stock exchange or is publicly traded on an established securities market, the Fair Market Value of the Company’s Shares shall be the closing price of the Shares on such exchange or in such market (if there is more than one such exchange or market the Board shall determine the appropriate exchange or market) on the Grant Date or such other determination date (or if there is no such reported closing price, the Fair Market Value shall be the mean between the highest bid and lowest asked prices or between the high and low sale prices on such trading day) or, if no sale of Shares is reported for such trading day, on the next preceding day on which any sale shall have been reported. If the Shares are not listed on such an exchange, quoted on such system or traded on such a market, Fair Market Value shall be the value of a Share as determined by the Board in good faith.

2.11 “**GAAP**” means, at any time, accounting principles generally accepted in Canada applying IFRS, including those set out in the Handbook of the Chartered Professional Accountants of Canada, at the relevant time applied on a consistent basis.

2.12 “**Grant Date**” means, as determined by the Board, the latest to occur of (i) the date as of which the Board approves an Award, (ii) the date on which the recipient of an Award first becomes eligible to receive an Award under Section 6 hereof, or (iii) such other date as may be specified by the Board.

2.13 “**Grantee**” means a person who receives or holds an Award under the Plan.

2.14 “**IFRS**” means International Financial Reporting Standards adopted by the International Accounting Standards Board from time to time.

2.15 “**Outside Director**” means a member of the Board who is not an officer or employee of the Company.

2.16 “**Plan**” means this Grande West Transportation Group Inc. Restricted Stock Unit Incentive Plan.

2.17 “**Restricted Stock Unit**” or “**RSU**” means a bookkeeping entry representing the right to receive one Share, subject to the restrictions and vesting provisions provided herein, and awarded to a Grantee pursuant to Section 8 hereof.

2.18 “**Securities Act**” means the *Securities Act* (British Columbia), as now in effect or as hereafter amended.

2.19 “**Service**” means service of a Service Provider to the Company or an Affiliate. Unless otherwise stated in the applicable Award Agreement, a Grantee’s change in position or duties shall not result in interrupted or terminated Service, so long as such Grantee continues to be a Service Provider to the Company or an Affiliate. Subject to the preceding sentence, whether a termination of Service shall have occurred for purposes of the Plan shall be determined by the Board, which determination shall be final, binding and conclusive.

2.20 “**Service Provider**” means an employee, officer, director, consultant, Outside Director of the Company or an Affiliate and any other individual whose participation in the Plan is determined to be in the best interests of the Company by the Board.

2.21 “**Share(s)**” means the issued and outstanding common shares of the Company.

2.22 “**Subsidiary**” means any “subsidiary entity” of the Company within the meaning of Multi-lateral Instrument 61-101 – *Protection of Minority Shareholders in Special Transactions*.

3. ADMINISTRATION OF THE PLAN

3.1 Board

The Board shall have such powers and authorities related to the administration of the Plan as are consistent with the Company’s notice of articles, articles and applicable law. The Board shall have full power and authority to take all actions and to make all determinations required or provided for under the Plan, any Award or any Award Agreement, and shall have full power and authority to take all such other actions and make all such other determinations not inconsistent with the specific terms and provisions of the Plan that the Board deems to be necessary or appropriate to the administration of the Plan, any Award or any Award Agreement. All such actions and determinations shall be by the affirmative vote of a majority of the members of the Board present at a meeting or by unanimous consent of the Board executed in writing in accordance with the Company’s articles and applicable law. The interpretation and construction by the Board of any provision of the Plan, any Award or any Award Agreement shall be final, binding and conclusive.

3.2 Committee

The Board from time to time may delegate to the Committee such powers and authorities related to the administration and implementation of the Plan, as set forth in Section 3.1 above and other applicable provisions, as the Board shall determine, other than the Board’s power and authority to grant awards or to issue Shares to Grantees upon the vesting of an Award, consistent with the articles of the Company and applicable law.

(i) Except as provided in Subsection (ii) and except as the Board may otherwise determine, the Committee, if any, appointed by the Board to administer the Plan shall consist of two or more Outside Directors of the Company who meet such requirements as may be established from time to time by the securities regulatory authorities for such incentive plans and who comply with the independence requirements of applicable securities regulatory policies.

(ii) The Board may also appoint one or more separate committees of the Board, each composed of one or more directors of the Company who need not be Outside Directors, who may administer the Plan and may determine all terms of such Awards.

Notwithstanding the foregoing, the Board may not delegate its authority to grant Awards or to issue Shares to Grantees upon the vesting of an Award.

In the event that the Plan, any Award or any Award Agreement entered into hereunder provides for any action to be taken by or determination to be made by the Board, such action may be taken or such determination may be made by the Committee if the power and authority to do so has been delegated to the Committee by the Board as provided for in this Section. Unless otherwise expressly determined by the Board, any such action or determination by the Committee shall be final, binding and conclusive. To the extent permitted by law, the Committee may delegate its authority under the Plan to a member of the Board.

3.3 Terms of Awards

Subject to the other terms and conditions of the Plan, the Board shall have full and final authority to:

(i) designate Grantees;

- (ii) determine the number of Shares to be subject to an Award;
- (iii) establish the terms and conditions of each Award (including, but not limited to, the nature and duration of any restriction or condition (or provision for lapse thereof) relating to the vesting or forfeiture of an Award and any other terms or conditions);
- (iv) prescribe the form of each Award Agreement evidencing an Award;
- (iv) establish performance criteria; and
- (v) amend, modify, or supplement the terms of any outstanding Award. Such authority specifically includes the authority, in order to effectuate the purposes of the Plan but without amending the Plan, to modify Awards to eligible individuals who are foreign nationals or are individuals who are employed outside Canada to recognize differences in local law, tax policy, or custom.

As a condition to any subsequent Award, the Board shall have the right, at its discretion, to require Grantees to return to the Company Awards previously made under the Plan. Subject to the terms and conditions of the Plan, any such new Award shall be upon such terms and conditions as are specified by the Board at the time the new Award is made. The Board shall have the right, in its discretion, to make Awards in substitution or exchange for any other award under another plan of the Company, any Affiliate, or any business entity to be acquired by the Company or an Affiliate. The Company may retain the right in an Award Agreement to cause a forfeiture of the gain realized by a Grantee on account of actions taken by the Grantee in violation or breach of or in conflict with any employment agreement, non-competition agreement, any agreement prohibiting solicitation of employees or clients of the Company or any Affiliate thereof or any confidentiality obligation with respect to the Company or any Affiliate thereof or otherwise in competition with the Company or any Affiliate thereof, to the extent specified in such Award Agreement applicable to the Grantee. Furthermore, the Company may, within 30 days, annul an Award if the Grantee is an employee of the Company or an Affiliate thereof and is terminated for Cause. The grant of any Award shall be contingent upon the Grantee executing the appropriate Award Agreement.

3.4 No Liability

No member of the Board or of the Committee shall be liable for any action or determination made in good faith with respect to the Plan or any Award or Award Agreement.

3.5 Book Entry

Notwithstanding any other provision of this Plan to the contrary, the Company may elect to satisfy any requirement under this Plan for the delivery of share certificates through the use of book-entry.

4. SHARES SUBJECT TO THE PLAN

Shares issued or to be issued under the Plan shall be authorized but unissued shares. Subject to adjustment as provided in Section 11 hereof, the maximum number of Shares available for issuance under the Plan shall be 500,000. If any Shares covered by an Award are forfeited, or if an Award terminates without delivery of any Shares subject thereto, then the number of Shares counted against the aggregate number of Shares available under the Plan with respect to such Award shall, to the extent of any such forfeiture or termination, again be available for making Awards under the Plan. The Board shall have the right to substitute or assume Awards in connection with mergers, reorganizations, separations, or other transactions. The number of Shares reserved pursuant to this Section 4 may be increased by the corresponding number of Awards assumed and, in the case of a substitution, by the net increase in the number of Shares subject to Awards before and after the substitution.

Notwithstanding the foregoing:

- (i) the number of securities issuable to insiders of the Company under all security-based compensation arrangements, including the Plan, at any time, cannot exceed 10% of the issued and outstanding Shares;

- (ii) the number of securities issued to insiders of the Company pursuant to such arrangements, within any one-year period, cannot exceed 10% of the issued and outstanding Shares;
- (iii) the number of Shares issuable to any one Service Provider or other individual pursuant to an Award within any one-year period, cannot exceed 1% of the issued and outstanding Shares; and
- (iv) the aggregate number of Shares issuable to all Service Providers pursuant to Awards within any one-year period, cannot exceed 2% of the issued and outstanding Shares.

5. EFFECTIVE DATE, DURATION AND AMENDMENTS

5.1 Effective Date

The Plan shall be effective as of the Effective Date, subject to approval of the Plan by the Company's shareholders within one year of the Effective Date. Upon approval of the Plan by the shareholders of the Company as set forth above, all Awards made under the Plan on or after the Effective Date shall be fully effective as if the shareholders of the Company had approved the Plan on the Effective Date. If the shareholders fail to approve the Plan within one year after the Effective Date, any Awards made hereunder shall be null and void and of no effect.

5.2 Term

The Plan shall terminate automatically ten (10) years after the Effective Date and may be terminated on any earlier date or extended as provided in Section 5.3.

5.3 Amendment and Termination of the Plan

The Board may, at any time and from time to time, amend, suspend, extend or terminate the Plan as to any Shares as to which Awards have not been made. An amendment shall be contingent on approval of the Company's shareholders to the extent stated by the Board, required by applicable law or required by applicable stock exchange listing requirements. However, amendments of a housekeeping nature, changes to vesting provisions, changes to the term of the Plan or Awards made hereunder or changes to performance criteria will not require shareholder approval.

6. AWARD ELIGIBILITY AND LIMITATIONS

6.1 Service Providers

Subject to this Section 6, Awards may be made under the Plan to any Service Provider, as the Board shall determine and designate from time to time.

6.2 Successive Awards

An eligible person may receive more than one Award, subject to such restrictions as are provided herein.

6.3 Stand-Alone, Additional, Tandem, and Substitute Awards

Awards granted under the Plan may, in the discretion of the Board, be granted either alone or in addition to, in tandem with, or in substitution or exchange for, any other Award or any award granted under another plan of the Company, any Affiliate, or any business entity to be acquired by the Company or an Affiliate, or any other right of a Grantee to receive payment from the Company or any Affiliate. Such additional, tandem, and substitute or exchange Awards may be granted at any time. If an Award is granted in substitution or exchange for another Award, the Board shall require the surrender of such other Award in consideration for the grant of the new Award.

7. AWARD AGREEMENT

Each Award granted pursuant to the Plan shall be evidenced by an Award Agreement, in such form or forms as the Board shall from time to time determine. Award Agreements granted from time to time or at the same time need not contain similar provisions but shall be consistent with the terms of the Plan.

8. TERMS AND CONDITIONS OF RESTRICTED STOCK UNITS

8.1 Grant of Restricted Stock Units

Awards shall be in the form of Restricted Stock Units. Subject to the restrictions and vesting provisions provided in Section 8.2, each RSU shall entitle the Grantee to receive one Share.

8.2 Restrictions and Vesting

At the time a grant of Restricted Stock Units is made, the Board may, in its sole discretion, establish a period of time (a “**Vesting period**”) applicable to such Restricted Stock Units. Each Award of Restricted Stock Units may be subject to a different Vesting period. The Board may, in its sole discretion, at the time a grant of Restricted Stock Units is made, prescribe restrictions in addition to or other than the expiration of the Vesting period, including the satisfaction of corporate or individual performance objectives, which may be applicable to all or any portion of the Restricted Stock Units in accordance with Section 9.1. Notwithstanding the foregoing, (i) Restricted Stock Units that vest solely by the passage of time shall not vest in full in less than three (3) years from the Grant Date; (ii) Restricted Stock Units for which vesting may be accelerated by achieving performance targets shall not vest in full in less than one (1) year from the Grant Date; and (iii) Restricted Stock Units granted to Outside Directors vest, (a) at the election of an Outside Director at the time the Award is granted, within a minimum of one (1) year to a maximum of three (3) years following the Grant Date, as such Outside Director may elect, and (b) if no election is made, upon the earlier of a Change of Control in accordance with Section 11.2 or his or her resignation from the Board.

Restricted Stock Units may not be sold, transferred, assigned, pledged or otherwise encumbered or disposed of (other than to the Grantee’s beneficiary or estate, as the case may be, upon the death of the Grantee) during the Vesting period.

Upon the death of a Grantee, any RSUs granted to such Grantee which, prior to the Grantee’s death, have not vested, will immediately vest and the Grantee’s estate shall be entitled to receive payment in accordance with Section 8.6 hereof.

8.3 Restricted Stock Unit Accounts

An account will be maintained by the Secretary of the Company, or such other officer of the Company as the Board may designate, in the name and for the benefit of the Grantee, in which will be recorded the number of RSUs granted to the Grantee, the Grant Date and expiry date of the RSUs.

8.4 Rights of Holders of Restricted Stock Units

8.4.1 Voting and Dividend Rights

Grantees of Restricted Stock Units shall have no rights as shareholders of the Company. The Board may provide in an Award Agreement evidencing a grant of Restricted Stock Units that the Grantee shall be entitled to receive, upon the Company’s payment of a cash dividend on its outstanding Shares, a cash payment for each Restricted Stock Unit granted equal to the per-share dividend paid on the outstanding Shares. Such Award Agreement may also provide that such cash payment will be deemed reinvested in additional Restricted Stock Units at a price per unit equal to the Fair Market Value of the Shares on the date that such dividend is paid.

8.4.2 Creditor’s Rights

A Grantee shall have no rights other than those of a general creditor of the Company. Restricted Stock

Units represent an unfunded and unsecured obligation of the Company, subject to the terms and conditions of the applicable Award Agreement.

8.5 Termination of Service

Unless the Board otherwise provides in an Award Agreement or in writing after the Award Agreement is issued, upon the termination of a Grantee's Service, any Restricted Stock Units granted to a Grantee that have not vested and will not vest within 30 days from the date of termination, or with respect to which all applicable restrictions and conditions have not lapsed, shall immediately be deemed forfeited. Upon forfeiture of Restricted Stock Units, the Grantee shall have no further rights with respect to such Award, including but not limited to any right to receive dividends with respect to the Restricted Stock Units.

8.6 Delivery of Shares

Upon the expiration or termination of the Vesting period and the satisfaction of any other restrictions prescribed by the Board, the Restricted Stock Units shall vest and shall be settled in Shares issued by the Company from treasury and, unless otherwise provided in the Award Agreement, a share certificate for that number of Shares equal to the number of vested RSUs shall be delivered, free of all such restrictions, to the Grantee or the Grantee's beneficiary or estate, as the case may be.

Settlement of RSUs shall be in Shares issued by the Company from treasury. The Committee shall specify the circumstances in which Awards shall be made or forfeited in the event of termination of Service by the Grantee prior to vesting.

8.7 Exchange Hold Period

If the Award is granted to a director, officer, promoter or other insider of the Company, then the Award will bear an Exchange Hold Period (as defined in TSX Venture Exchange Policies), and the following legend will be inserted onto the first page of the Award Agreement:

Without prior written approval of the TSX Venture Exchange and compliance with all applicable securities legislation, the Shares represented by this agreement when vested and issued thereunder may not be sold, transferred, hypothecated or otherwise traded on or through the facilities of the TSX Venture Exchange or otherwise in Canada or to or for the benefit of a Canadian resident until ♦, 20 ♦, [i.e., four months and one day after the date of Award grant].

9. TERMS AND CONDITIONS OF AWARDS

9.1 Performance Conditions

The granting and vesting of RSUs may be subject to such performance conditions as may be specified by the Board in the Award Agreement. The Board may use such business criteria and other measures of performance as it may deem appropriate in establishing any performance conditions, and may exercise its discretion to reduce the amounts payable under any Award subject to performance conditions.

9.1.1 Performance Goals Generally

The performance goals for Awards shall consist of one or more business criteria and a targeted level or levels of performance with respect to each of such criteria, as specified by the Committee consistent with this Section 9.1. Performance goals shall be objective and shall otherwise meet the requirements that the level or levels of performance targeted by the Committee result in the achievement of performance goals being "substantially uncertain". The Committee may determine that Awards shall vest upon achievement of any one performance goal or that two or more of the performance goals must be achieved as a condition to the vesting of an Award. Performance goals may differ for Awards granted to any one Grantee or to different Grantees.

9.1.2 Business Criteria

The Board, in its sole discretion, may establish business criteria for the purpose of establishing performance goals in accordance with Section 9.1, including but not limited to, one or more of the following business criteria for the Company, on a consolidated basis, and/or specified Subsidiaries or business units of the Company (except with respect to the total shareholder return and earnings per share criteria): (1) total shareholder return; (2) such total shareholder return as compared to total return (on a comparable basis) of a publicly available index such as, but not limited to, the S&P/TSX Composite Index; (3) past service to the Company; (4) net income; (5) pre-tax earnings; (6) earnings before interest expense, taxes, depreciation and amortization; (7) pre-tax operating earnings after interest expense and before bonuses, service fees, and extraordinary or special items; (8) operating margin; (9) earnings per share; (10) return on equity; (11) return on capital; (12) return on investment; (13) operating earnings; (14) working capital; (15) ratio of debt to shareholders' equity; (16) revenue; and (17) free cash flow and free cash flow per share. Business criteria may be measured on an absolute basis or on a relative basis (i.e., performance relative to peer companies) and on a GAAP or non-GAAP basis.

9.1.3 Timing For Establishing Performance Goals

Performance goals shall be established not later than 90 days after the beginning of any performance period applicable to such Awards, or at such other date as may be determined by the Board.

9.2 Written Determinations

All determinations by the Committee as to the establishment of performance goals, the amount of any Award and as to the achievement of performance goals relating to Awards, and the amount of any final Awards, shall be made in writing.

10. REQUIREMENTS OF LAW

10.1 General

The Plan shall comply with the provisions of any applicable law or regulation of any governmental authority, including without limitation any federal, state or provincial securities laws or regulations and the requirements of any stock exchange having jurisdiction. The failure to comply with such laws or regulations, including without limitation *The Securities Act*, may result in a termination of the Plan and/or the forfeiture of previously granted RSUs.

11. EFFECT OF CHANGES IN CAPITALIZATION

11.1 Changes in Shares

If the number of outstanding Shares is increased or decreased or the Shares are changed into or exchanged for a different number or kind of shares or other securities of the Company on account of any recapitalization, reclassification, stock split, reverse split, combination of shares, exchange of shares, stock dividend or other distribution payable in capital stock, or other increase or decrease in such shares effected without receipt of consideration by the Company occurring after the Effective Date, the number and kinds of shares for which Awards may be made under the Plan shall be adjusted proportionately and accordingly by the Company. In addition, the number and kind of shares for which Awards are outstanding shall be adjusted proportionately and accordingly so that the proportionate interest of the Grantee immediately following such event shall, to the extent practicable, be the same as immediately before such event. The conversion of any convertible securities of the Company shall not be treated as an increase in shares effected without receipt of consideration. Notwithstanding the foregoing, in the event of any distribution to the Company's shareholders of securities of any other entity or other assets (including an extraordinary cash dividend but excluding a non-extraordinary dividend payable in cash or in shares of the Company) without receipt of consideration by the Company, the Company may, in such manner as the Company deems appropriate, adjust the number and kind of shares subject to outstanding Awards.

11.2 Change of Control

Upon the occurrence of a Change of Control, all outstanding Restricted Stock Units shall be deemed to have vested, and all restrictions and conditions applicable to such Restricted Stock Units shall be deemed to have lapsed and the Shares subject to such Restricted Stock Units shall be issued and delivered, immediately prior to the occurrence of such Change of Control.

11.3 Adjustments

Adjustments under Section 11.1 relating to Shares or securities of the Company shall be made by the Board, whose determination in that respect shall be final, binding and conclusive. No fractional shares or other securities shall be issued pursuant to any such adjustment, and any fractions resulting from any such adjustment shall be eliminated in each case by rounding downward to the nearest whole Share. The Board may provide in the Award Agreement at the time of grant, or any time thereafter with the consent of the Grantee, for different provisions to apply to an Award in place of those described in Sections 11.1 and 11.3.

11.4 No Limitations on Company

The making of Awards pursuant to the Plan shall not affect or limit in any way the right or power of the Company to make adjustments, reclassifications, reorganizations, or changes of its capital or business structure or to merge, consolidate, dissolve, or liquidate, or to sell or transfer all or any part of its business or assets.

12. GENERAL PROVISIONS

12.1 Disclaimer of Rights

No provision in the Plan or in any Award or Award Agreement shall be construed to confer upon any individual the right to remain in the employ or service of the Company or any Affiliate, or to interfere in any way with any contractual or other right or authority of the Company either to increase or decrease the compensation or other payments to any individual at any time, or to terminate any employment or other relationship between any individual and the Company. In addition, notwithstanding anything contained in the Plan to the contrary, unless otherwise stated in the applicable Award Agreement, no Award granted under the Plan shall be affected by any change of duties or position of the Grantee, so long as such Grantee continues to be a director, officer, consultant or employee of the Company or an Affiliate. The obligation of the Company to issue Shares or pay any benefits pursuant to this Plan shall be interpreted as a contractual obligation only in respect of those amounts described herein, in the manner and under the conditions prescribed herein. The Plan shall in no way be interpreted to require the Company to transfer any amounts to a third party trustee or otherwise hold any amounts in trust or escrow for payment to any Grantee or beneficiary under the terms of the Plan.

12.2 Nonexclusivity of the Plan

Neither the adoption of the Plan nor the submission of the Plan to the shareholders of the Company for approval shall be construed as creating any limitations upon the right and authority of the Board to adopt such other incentive compensation arrangements (which arrangements may be applicable either generally to a class or classes of individuals or specifically to a particular individual or particular individuals) as the Board in its discretion determines desirable.

12.3 Withholding Taxes

The Company or an Affiliate, as the case may be, shall have the right to deduct from payments of any kind otherwise due to a Grantee any federal, provincial, state, or local taxes of any kind required by law to be withheld with respect to the vesting of an Award or upon the issuance of any Shares upon the vesting of an Award. At the time of such vesting, lapse, or exercise, the Grantee shall pay to the Company or the Affiliate, as the case may be, any amount that the Company or the Affiliate may reasonably determine to be necessary to satisfy such withholding obligation.

12.4 Captions

The use of captions in this Plan or any Award Agreement is for the convenience of reference only and shall not affect the meaning of any provision of the Plan or such Award Agreement.

12.5 Other Provisions

Each Award granted under the Plan may contain such other terms and conditions not inconsistent with the Plan as may be determined by the Board, in its sole discretion.

12.6 Number and Gender

With respect to words used in this Plan, the singular form shall include the plural form, the masculine gender shall include the feminine gender, etc., as the context requires.

12.7 Severability

If any provision of the Plan or any Award Agreement shall be determined to be illegal or unenforceable by any court of law in any jurisdiction, the remaining provisions hereof and thereof shall be severable and enforceable in accordance with their terms, and all provisions shall remain enforceable in any other jurisdiction.

12.8 Governing Law

The validity and construction of this Plan and the instruments evidencing the Award hereunder shall be governed by the laws of the Province of British Columbia, other than any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Plan and the instruments evidencing the Awards granted hereunder to the substantive laws of any other jurisdiction.

12.9 No Representation or Warranty

The Company makes no representation or warranty as to the future market value of any Shares issued in accordance with the provisions of the Plan.

12.10 Conflict

In the event of any conflict between the provisions of this Plan and an Award Agreement, the provisions of this Plan shall govern.

12.11 Time of Essence

Time is of the essence of this Plan and of each Award Agreement. No extension of time will be deemed to be or to operate as a waiver of the essentiality of time.

Approved by the Board of Directors on June 8, 2015.

SCHEDULE “B”

INCENTIVE STOCK OPTION PLAN

GRANDE WEST TRANSPORTATION GROUP INC.

STOCK OPTION PLAN

1. PURPOSE OF THE PLAN

The Company hereby establishes a stock option plan for directors, senior officers, Employees, Consultants, Consultant Company or Management Company Employees (as such terms are defined below) of the Company and its subsidiaries, or an Eligible Charitable Organization (collectively “**Eligible Persons**”), to be known as the “Stock Option Plan” (the “**Plan**”). The purpose of the Plan is to give to Eligible Persons, as additional compensation, the opportunity to participate in the success of the Company by granting to such individuals options, exercisable over periods of up to ten years, as determined by the board of directors of the Company, to buy shares of the Company at a price equal to the Market Price prevailing on the date the option is granted less applicable discount, if any, permitted by the policies of the Exchange and approved by the Board.

2. DEFINITIONS

In this Plan, the following terms shall have the following meanings:

- 2.1 “**Associate**” means an “Associate” as defined in the TSX Policies.
- 2.2 “**Board**” means the Board of Directors of the Company.
- 2.3 “**Change of Control**” means the acquisition by any person or by any person and all Joint Actors, whether directly or indirectly, of voting securities (as defined in the *Securities Act*) of the Company, which, when added to all other voting securities of the Company at the time held by such person or by such person and a Joint Actor, totals for the first time not less than fifty percent (50%) of the outstanding voting securities of the Company or the votes attached to those securities are sufficient, if exercised, to elect a majority of the Board of Directors of the Company.
- 2.4 “**Company**” means Grande West Transportation Group Inc. and its successors.
- 2.5 “**Consultant**” means a “Consultant” as defined in the TSX Policies.
- 2.6 “**Consultant Company**” means a “Consultant Company” as defined in the TSX Policies.
- 2.7 “**Disability**” means any disability with respect to an Optionee which the Board, in its sole and unfettered discretion, considers likely to prevent permanently the Optionee from:
 - (a) being employed or engaged by the Company, its subsidiaries or another employer, in a position the same as or similar to that in which he was last employed or engaged by the Company or its subsidiaries; or
 - (b) acting as a director or officer of the Company or its subsidiaries.
- 2.8 “**Discounted Market Price**” of Shares means, if the Shares are listed only on the TSX Venture Exchange, the Market Price less the maximum discount permitted under the TSX Policy applicable to Options.
- 2.9 “**Eligible Charitable Organization**” means an “Eligible Charitable Organization” as defined in the TSX Policies.

- 2.10 **“Eligible Persons”** has the meaning given to that term in section 1 hereof.
- 2.11 **“Employee”** means an “Employee” as defined in the TSX Policies.
- 2.12 **“Exchange”** means the TSX Venture Exchange and, if applicable, any other stock exchange on which the Shares are listed.
- 2.13 **“Expiry Date”** means the date set by the Board under subsection 3.1 of the Plan, as the last date on which an Option may be exercised.
- 2.14 **“Grant Date”** means the date specified in the Option Agreement as the date on which an Option is granted.
- 2.15 **“Insider”** means an “Insider” as defined in the British Columbia *Securities Act*.
- 2.16 **“Investor Relations Activities”** means “Investor Relations Activities” as defined in the TSX Policies.
- 2.17 **“Joint Actor”** has the meaning defined in National Instrument 62-103, *The Early Warning System and Related Take-Over Bid and insider Reporting Issues*.
- 2.18 **“Management Company Employee”** means a “Management Company Employee” as defined in the TSX Policies.
- 2.19 **“Market Price”** of Shares at any Grant Date means the last closing price per Share on the trading day immediately preceding the day on which the Company announces the grant of the option or, if the grant is not announced, on the Grant Date, or if the Shares are not listed on any stock exchange, “Market Price” of Shares means the price per Share on the over-the-counter market determined by dividing the aggregate sale price of the Shares sold by the total number of such Shares so sold on the applicable market for the last day prior to the Grant Date.
- 2.20 **“Option”** means an option to purchase Shares granted pursuant to this Plan.
- 2.21 **“Option Agreement”** means an agreement, in the form attached hereto as Schedule “A”, whereby the Company grants to an Optionee an Option.
- 2.22 **“Optionee”** means each of Eligible Persons granted an Option pursuant to this Plan and their heirs, executors and administrators.
- 2.23 **“Option Price”** means the price per Share specified in an Option Agreement, adjusted from time to time in accordance with the provisions of section 5.
- 2.24 **“Option Shares”** means the aggregate number of Shares which an Optionee may purchase under an Option.
- 2.25 **“Plan”** means this Stock Option Plan.
- 2.26 **“Restricted Stock Unit Plan”** means the restricted stock unit incentive plan adopted by the Company and having an effective date of June 8, 2015.
- 2.27 **“Shares”** means the common shares in the capital of the Company as constituted on the Grant Date provided that, in the event of any adjustment pursuant to section 5, “Shares” shall thereafter mean the shares or other property resulting from the events giving rise to the adjustment.
- 2.28 **“Securities Act”** means the *Securities Act*, R.S.B.C. 1996, c.418, as amended, as at the date hereof.
- 2.29 **“TSX Policies”** means the policies included in the TSX Venture Exchange Corporate Finance Manual and “TSX Policy” means any one of them.

- 2.30 **“Unissued Option Shares”** means the number of Shares which have, at a particular time, been reserved for issuance upon the exercise of an Option, but which have not been issued, as adjusted from time to time in accordance with the provisions of section 5, such adjustments to be cumulative.
- 2.31 **“Unlisted Issuer”** means a company, corporation trust or limited partnership which has no securities listed or quoted on any stock exchange, nor has outstanding securities for which trading is reported to or through a stock exchange or public market.
- 2.32 **“Vested”** means that an Option has become exercisable in respect of a number of Option Shares by the Optionee pursuant to the terms of the Option Agreement.

3. GRANT OF OPTIONS

3.1 Option Terms

The Board may from time to time authorize the issue of Options to Eligible Persons of the Company and its subsidiaries. The Option Price under each Option shall be not less than the Discounted Market Price on the Grant Date. The Expiry Date for each Option shall be set by the Board at the time of issue of the Option and shall not be more than ten years after the Grant Date. Options shall not be assignable (or transferable) by the Optionee.

3.2 Limits on Shares Issuable on Exercise of Options

The maximum number of Shares which may be issuable pursuant to options granted under the Plan shall be that number equal to 10% of the Company's issued share capital from time to time, less the number of Shares issuable pursuant to the Restricted Stock Unit Plan. The number of Shares reserved for issuance under the Plan and all of the Company's other previously established or proposed share compensation arrangements, including the Restricted Stock Unit Plan:

- (a) in aggregate shall not exceed 10% of the total number of issued and outstanding shares on a non-diluted basis; and
- (b) to any one Optionee within a 12 month period shall not exceed 5% of the total number of issued and outstanding shares on a non-diluted basis (unless otherwise approved by the disinterested shareholders of the Company).

The number of Shares which may be issuable under the Plan and all of the Company's other previously established or proposed share compensation arrangements, including the Restricted Stock Unit Plan, within a one-year period:

- (a) to all Insiders shall not exceed 10% of the total number of issued and outstanding shares on the Grant Date on a non-diluted basis;
- (b) to any one Optionee, shall not exceed 5% of the total number of issued and outstanding Shares on the Grant Date on a non-diluted basis (unless otherwise approved by the disinterested shareholders of the Company);
- (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; and
- (d) to all Eligible Persons who undertake Investor Relations Activities 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, which Options are to be vested in stages over at least a one-year period and no more than one-quarter (1/4) of such Options may be vested in any three (3) month period.

3.3 Option Agreements

Each Option shall be confirmed by the execution of an Option Agreement. Each Optionee shall have the option to purchase from the Company the Option Shares at the time and in the manner set out in the Plan and in the Option Agreement applicable to that Optionee. For stock options to Employees, Consultants, Consultant Company or Management Company Employees, the Company is representing herein and in the applicable Option Agreement that the Optionee is a bona fide Employee, Consultant, Consultant Company or Management Company Employee, as the case may be, of the Company or its subsidiary. The execution of an Option Agreement shall constitute conclusive evidence that it has been completed in compliance with this Plan.

4. EXERCISE OF OPTION

4.1 When Options May be Exercised

Subject to subsections 4.3 and 4.4, an Option shall be granted as fully Vested on the Grant Date, and may be exercised to purchase any number of Shares up to the number of Unissued Option Shares at any time after the Grant Date, provided that this Plan has been previously approved by the shareholders of the Company, where such prior approval is required by TSX Policies, up to 4:00 p.m. local time on the Expiry Date and shall not be exercisable thereafter.

4.2 Manner of Exercise

The Option shall be exercisable by delivering to the Company a notice specifying the number of Shares in respect of which the Option is exercised together with payment in full of the Option Price for each such Share. Upon notice and payment there will be binding contract for the issue of the Shares in respect of which the Option is exercised, upon and subject to the provisions of the Plan. Delivery of the Optionee's cheque payable to the Company in the amount of the Option Price shall constitute payment of the Option Price unless the cheque is not honoured upon presentation in which case the Option shall not have been validly exercised.

4.3 Vesting of Option Shares

An Option shall be granted hereunder as fully Vested, unless a vesting schedule is imposed by the Board as a condition of the grant on the Grant Date; and provided that if the Option is being granted to an Eligible Person who is providing Investor Relations Activities to the Company, then the Option must vest in stages over at least a one-year period and no more than one-quarter (1/4) of such Options may be vested in any three (3) month period.

4.4 Termination of Employment

If an Optionee ceases to be an Eligible Person, his or her Option shall be exercisable as follows:

(a) Death or Disability

If the Optionee ceases to be an Eligible Person, due to his or her death or Disability or, in the case of an Optionee that is a company, the death or Disability of the person who provides management or consulting services to the Company or to any entity controlled by the Company, the Option then held by the Optionee shall be exercisable to acquire Vested Unissued Option Shares at any time up to but not after the earlier of:

- (i) 365 days after the date of death or Disability; and
- (ii) the Expiry Date.

(b) Termination For Cause

If the Optionee, or in the case of a Management Company Employee or a Consultant Company, the Optionee's employer, ceases to be an Eligible Person as a result of termination for cause, as that term is

interpreted by the courts of the jurisdiction in which the Optionee, or, in the case of a Management Company Employee or a Consultant Company, of the Optionee's employer, is employed or engaged; any outstanding Option held by such Optionee on the date of such termination shall be cancelled as of that date.

(c) Early Retirement, Voluntary Resignation or Termination Other than For Cause

If the Optionee or, in the case of a Management Company Employee or a Consultant Company, the Optionee's employer, ceases to be an Eligible Person due to his or her retirement at the request of his or her employer earlier than the normal retirement date under the Company's retirement policy then in force, or due to his or her termination by the Company other than for cause, or due to his or her voluntary resignation, the Option then held by the Optionee shall be exercisable to acquire Vested Unissued Option Shares at any time up to but not after the earlier of the Expiry Date and the date which is 90 days after the Optionee or, in the case of a Management Company Employee or a Consultant Company, the Optionee's employer, ceases to be an Eligible Person.

4.5 Effect of a Take-Over Bid

If a *bona fide* offer (an “**Offer**”) for Shares is made to the Optionee or to shareholders of the Company generally or to a class of shareholders which includes the Optionee, which Offer, if accepted in whole or in part, would result in the offeror becoming a control person of the Company, within the meaning of subsection 1(1) of the *Securities Act*, the Company shall, immediately upon receipt of notice of the Offer, notify each Optionee of full particulars of the Offer, whereupon the Option Shares subject to such Option may be exercised in whole or in part by the Optionee so as to permit the Optionee to tender the Option Shares received upon such exercise, pursuant to the Offer. However, if:

- (a) the Offer is not completed within the time specified therein; or
- (b) all of the Option Shares tendered by the Optionee pursuant to the Offer are not taken up or paid for by the offeror in respect thereof,

then the Option Shares received upon such exercise, or in the case of clause (b) above, the Option Shares that are not taken up and paid for, may be returned by the Optionee to the Company and reinstated as authorized but unissued Shares and with respect to such returned Option Shares, the Option shall be reinstated as if it had not been exercised. If any Option Shares are returned to the Company under this subsection 4.5, the Company shall immediately refund the exercise price to the Optionee for such Option Shares.

4.6 Acceleration of Expiry Date

If at any time when an Option granted under the Plan remains unexercised with respect to any Unissued Option Shares, an Offer is made by an offeror, the Directors may, upon notifying each Optionee of full particulars of the Offer, declare all Option Shares issuable upon the exercise of Options granted under the Plan, are Vested (subject to the proviso below), and declare that the Expiry Date for the exercise of all unexercised Options granted under the Plan is accelerated so that all Options will either be exercised or will expire prior to the date upon which Shares must be tendered pursuant to the Offer, PROVIDED THAT where an Option was granted to a consultant providing Investor Relations Activities, the Directors declaration that Option Shares issuable upon the exercise of such Options granted under the Plan be Vested with respect to such Option Shares, is subject to prior approval of the Exchange. The Directors shall give each Optionee as much notice as possible of the acceleration of the Options under this section, except that not less than 5 business days and not more than 35 days notice is required.

4.7 Effect of a Change of Control

If a Change of Control occurs, all Option Shares subject to each outstanding Option may be exercised in whole or in part by the Optionee.

4.8 Exclusion From Severance Allowance, Retirement Allowance or Termination Settlement

If the Optionee, or, in the case of a Management Company Employee or a Consultant Company, the Optionee's employer, retires, resigns or is terminated from employment or engagement with the Company or any subsidiary of the Company, the loss or limitation, if any, by the cancellation of the right to purchase Option Shares under the Option Agreement shall not give rise to any right to damages and shall not be included in the calculation of nor form any part of any severance allowance, retiring allowance or termination settlement of any kind whatsoever in respect of such Optionee.

4.9 Shares Not Acquired or Exercised

Any Unissued Option Shares not acquired by an Optionee under an Option which has expired, and any Option Shares acquired by an Optionee under an Option when exercised, may be made the subject of a further Option granted pursuant to the provisions of the Plan.

4.10 Extension of Term During Trading Black Out

In the event the Expiry Date of an Option falls on a date during a trading black out period that has been self imposed by the Company, the Expiry Date of the Option will be extended to the 10th business day following the date that the self imposed trading black out period is lifted by the Company. For greater certainty, the Expiry Date of an Option will not be extended in the event a cease trade order is issued by a securities regulatory authority against the Company or an Optionee.

5. ADJUSTMENT OF OPTION PRICE AND NUMBER OF OPTION SHARES

5.1 Share Reorganization

Whenever the Company issues Shares to all or substantially all holders of Shares by way of a stock dividend or other distribution, or subdivides all outstanding Shares into a greater number of Shares, or combines or consolidates all outstanding Shares into a lesser number of Shares (each of such events being herein called a “**Share Reorganization**”) then effective immediately after the record date for such dividend or other distribution or the effective date of such subdivision, combination or consolidation, for each Option:

- (a) the Option Price will be adjusted to a price per Share which is the product of:
 - (i) the Option Price in effect immediately before that effective date or record date; and
 - (ii) a fraction, the numerator of which is the total number of Shares outstanding on that effective date or record date before giving effect to the Share Reorganization, and the denominator of which is the total number of Shares that are or would be outstanding immediately after such effective date or record date after giving effect to the Share Reorganization; and
- (b) the number of Unissued Option Shares will be adjusted by multiplying (i) the number of Unissued Option Shares immediately before such effective date or record date by (ii) a fraction which is the reciprocal of the fraction described in subparagraph (a)(ii).

5.2 Special Distribution

Subject to the prior approval of the Exchange, whenever the Company issues by way of a dividend or otherwise distributes to all or substantially all holders of Shares:

- (a) shares of the Company, other than the Shares;
- (b) evidences of indebtedness;

- (c) any cash or other assets, excluding cash dividends (other than cash dividends which the Board of Directors of the Company has determined to be outside the normal course); or
- (d) rights, options or warrants,

then to the extent that such dividend or distribution does not constitute a Share Reorganization (any of such non-excluded events being herein called a “**Special Distribution**”), and effective immediately after the record date at which holders of Shares are determined for purposes of the Special Distribution, for each Option the Option Price will be reduced, and the number of Unissued Option Shares will be correspondingly increased, by such amount, if any, as is determined by the Board in its sole and unfettered discretion to be appropriate in order to properly reflect any diminution in value of the Option Shares as a result of such Special Distribution.

5.3 Corporate Organization

Whenever there is:

- (a) a reclassification of outstanding Shares, a change of Shares into other shares or securities, or any other capital reorganization of the Company, other than as described in subsections 5.1 or 5.2;
- (b) a consolidation, merger or amalgamation of the Company with or into another corporation resulting in a reclassification of outstanding Shares into other shares or securities or a change of Shares into other shares or securities; or
- (c) a transaction whereby all or substantially all of the Company's undertaking and assets become the property of another corporation,

(any such event being herein called a “**Corporate Reorganization**”) the Optionee will have an option to purchase (at the times, for the consideration, and subject to the terms and conditions set out in the Plan) and will accept on the exercise of such option, in lieu of the Unissued Option Shares which he would otherwise have been entitled to purchase, the kind and amount of shares or other securities or property that he would have been entitled to receive as a result of the Corporate Reorganization if, on the effective date thereof, he had been the holder of all Unissued Option Shares or if appropriate, as otherwise determined by the Directors.

5.4 Determination of Option Price and Number of Unissued Option Shares

If any questions arise at any time with respect to the Option Price or number of Unissued Option Shares deliverable upon exercise of an Option following a Share Reorganization, Special Distribution or Corporate Reorganization, such questions shall be conclusively determined by the Company's auditor, or, if they decline to so act, any other firm of Chartered Accountants in Vancouver, British Columbia, that the Directors may designate and who will have access to all appropriate records and such determination will be binding upon the Company and all Optionees.

5.5 Regulatory Approval

Any adjustment to the Option Price or the number of Unissued Option Shares purchasable under the Plan pursuant to the operation of any one of subsection 5.1, 5.2 or 5.3 is subject to the approval of the Exchange where required pursuant to their policies, and compliance with the applicable securities rules or regulations of any other governmental authority having jurisdiction.

6. MISCELLANEOUS

6.1 Right to Employment

Neither this Plan nor any of the provisions hereof shall confer upon any Optionee any right with respect to employment or continued employment with the Company or any subsidiary of the Company or interfere in any way with the right of the Company or any subsidiary of the Company to terminate such employment.

6.2 Necessary Approvals

The Plan shall be effective immediately upon the approval of the Board of directors of the Company, where the Company is a non-reporting issuer. If the Company is a reporting issuer whose Shares are listed on any Exchange, then the Plan shall be effective only upon the approval of the shareholders of the Company given by way of an ordinary resolution of the disinterested shareholders in the case of a new Plan, and thereafter provided that the Plan is ratified annually by way of an ordinary resolution of the disinterested shareholders, where such prior approval is required by the policies of the Exchange. Any Options granted under this Plan before such prior approval shall only be exercised upon the receipt of such approval, where it is required by the policies of the Exchange. After the Plan has been so approved by the disinterested shareholders of the Company, the failure to obtain annual disinterested shareholder approval does not affect prior granted Options under a previously approved Plan. Disinterested shareholder approval (as required by the Exchange) will also be obtained for any reduction in the exercise price of any Option granted under this Plan, if the Optionee is an Insider of the Company at the time of the proposed amendment. The obligation of the Company to sell and deliver Shares in accordance with the Plan is subject to compliance with the policies of the Exchange and applicable securities rules or regulations of any governmental authority having jurisdiction. If any Shares cannot be issued to any Optionee for any reason, including, without limitation, the failure to comply with such policies, rules or regulations, then the obligation of the Company to issue such Shares shall terminate and any Option Price paid by an Optionee to the Company shall be immediately refunded to the Optionee by the Company.

6.3 Administration of the Plan

The Directors shall, without limitation, have full and final authority in their discretion, but subject to the express provisions of the Plan, to interpret the Plan, to prescribe, amend and rescind rules and regulations relating to the Plan and to make all other determinations deemed necessary or advisable in respect of the Plan. Except as set forth in subsection 5.4, the interpretation and construction of any provision of the Plan by the Directors shall be final and conclusive. Administration of the Plan shall be the responsibility of the appropriate officers of the Company and all costs in respect thereof shall be paid by the Company.

6.4 Income Taxes

As a condition of and prior to participation of the Plan any Optionee shall on request authorize the Company in writing to withhold from any remuneration otherwise payable to him or her any amounts required by any taxing authority to be withheld for taxes of any kind as a consequence of his or her participation in the Plan.

6.5 Amendments to the Plan

The Directors may from time to time, subject to applicable law and to the prior approval, if required, of the Exchange or any other regulatory body having authority over the Company or the Plan, suspend, terminate or discontinue the Plan at any time, or amend or revise the terms of the Plan or of any Option granted under the Plan and the Option Agreement relating thereto, provided that no such amendment, revision, suspension, termination or discontinuance shall in any manner adversely affect any option previously granted to an Optionee under the Plan without the consent of that Optionee. Any amendments to the Plan or options granted thereunder will be subject to the approval of the shareholders.

6.6 Form of Notice

A notice given to the Company shall be in writing, signed by the Optionee and delivered to the head business office of the Company.

6.7 No Representation or Warranty

The Company makes no representation or warranty as to the future market value of any Shares issued in accordance with the provisions of the Plan.

6.8 Compliance with Applicable Law

If any provision of the Plan or any Option Agreement contravenes any law or any order, policy, by-law or regulation of any regulatory body or Exchange having authority over the Company or the Plan, then such provision shall be deemed to be amended to the extent required to bring such provision into compliance therewith.

6.9 No Assignment

No Optionee may assign any of his or her rights under the Plan or any Option granted thereunder.

6.10 Rights of Optionees

An Optionee shall have no rights whatsoever as a shareholder of the Company in respect of any of the Unissued Option Shares (including, without limitation, voting rights or any right to receive dividends, warrants or rights under any rights offering).

6.11 Conflict

In the event of any conflict between the provisions of this Plan and an Option Agreement, the provisions of this Plan shall govern.

6.12 Governing Law

The Plan and each Option Agreement issued pursuant to the Plan shall be governed by the laws of the Province of British Columbia.

6.13 Time of Essence

Time is of the essence of this Plan and of each Option Agreement. No extension of time will be deemed to be or to operate as a waiver of the essentiality of time.

6.14 Entire Agreement

This Plan and the Option Agreement sets out the entire agreement between the Company and the Optionees relative to the subject matter hereof and supersedes all prior agreements, undertakings and understandings, whether oral or written.

Approved by the Board of Directors on August 9, 2013, as amended June 8, 2015.

“William R. Trainer”

William R. Trainer, President and CEO

SCHEDULE "A"

GRANDE WEST TRANSPORTATION GROUP INC. STOCK OPTION PLAN

OPTION AGREEMENT

[Note: If either (i) the Option Price is less than the Market Price at the time of the grant, or (ii) the option is granted to a director, officer, promoter or other insider of the Company, and except if the grant is qualified by prospectus, or issued under a securities take-over bid, rights offering, amalgamation, or other statutory procedure, then insert the following legend:] Without prior written approval of the TSX Venture Exchange and compliance with all applicable securities legislation, the securities represented by this agreement and any securities issued upon exercise thereof may not be sold, transferred, hypothecated or otherwise traded on or through the facilities of the TSX Venture Exchange or otherwise in Canada or to or for the benefit of a Canadian resident until ■, 20■■ [four months and one day after the date of grant].

This Option Agreement is entered into between Grande West Transportation Group Inc. (the "Company") and the Optionee named below pursuant to the Company Stock Option Plan (the "Plan"), a copy of which is attached hereto, and confirms that:

1. on ■, 20■■ (the "Grant Date");
2. ■ (the "Optionee");
3. was granted the option (the "Option") to purchase ■ Common Shares (the "Option Shares") of the Company;
4. for the price (the "Option Price") of \$■ per share;
5. which shall be exercisable as fully Vested from the Grant Date, unless the granting of this Option is to a consultant providing Investor Relations Activities in which case the Option will be vested over a 12 month period from the date of grant in accordance with TSX Policies;
6. terminating on the ■, 20■■ (the "Expiry Date");
7. when exercised, the Company will forthwith calculate all applicable Canadian government withholding taxes of the Optionee, and Canada or Quebec (if applicable) Pension Plan contributions, and the Optionee agrees to remit to the Company such taxes and contributions to the Company, which will be remitted by the Company to Canada Revenue Agency and reflected on any annual statement of remuneration issued by the Company; and
8. by signing this Option Agreement, the Optionee acknowledges and consents to:
 - (a) the disclosure of Personal Information by the Company to the TSX Venture Exchange (the "Exchange") (as defined in Exchange Appendix 6A – see Appendix I hereto) pursuant to the Exchange Form 4G which the Company is required to file in connection with this Option grant; and
 - (b) the collection, use and disclosure of Personal Information by the Exchange for the purposes described in Appendix 6A or as otherwise identified by the Exchange, from time to time;

(Where "Personal Information" means any information about the Optionee, and includes the information contained in the tables, as applicable, found in Exchange Form 4G),

all on the terms and subject to the conditions set out in the Plan.

By signing this Option Agreement, the Optionee acknowledges that the Optionee has read and understands the Plan and agrees to the terms and conditions of the Plan and this Option Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Option Agreement as of the ■ day of ■, 20■.

**GRANDE WEST TRANSPORTATION GROUP
INC.**

Per:

OPTIONEE

Authorized Signatory

APPENDIX 6A
ACKNOWLEDGEMENT – PERSONAL INFORMATION

**TSX venture
EXCHANGE**



TSX Venture Exchange Inc. and its affiliates, authorized agents, subsidiaries and divisions, including the TSX Venture Exchange (collectively referred to as “the Exchange”) collect Personal Information in certain Forms that are submitted by the individual and/or by an Issuer or Applicant and use it for the following purposes:

- to conduct background checks,
- to verify the Personal Information that has been provided about each individual,
- to consider the suitability of the individual to act as an officer, director, insider, promoter, investor relations provider or, as applicable, an employee or consultant, of the Issuer or Applicant,
- to consider the eligibility of the Issuer or Applicant to list on the Exchange,
- to provide disclosure to market participants as to the security holdings of directors, officers, other insiders and promoters of the Issuer, or its associates or affiliates,
- to conduct enforcement proceedings, and
- to perform other investigations as required by and to ensure compliance with all applicable rules, policies, rulings and regulations of the Exchange, securities legislation and other legal and regulatory requirements governing the conduct and protection of the public markets in Canada.

As part of this process, the Exchange also collects additional Personal Information from other sources, including but not limited to, securities regulatory authorities in Canada or elsewhere, investigative, law enforcement or self-regulatory organizations, regulations services providers and each of their subsidiaries, affiliates, regulators and authorized agents, to ensure that the purposes set out above can be accomplished.

The Personal Information the Exchange collects may also be disclosed:

- (a) to the agencies and organizations in the preceding paragraph, or as otherwise permitted or required by law, and they may use it in their own investigations for the purposes described above; and
- (b) on the Exchange’s website or through printed materials published by or pursuant to the directions of the Exchange.

The Exchange may from time to time use third parties to process information and/or provide other administrative services. In this regard, the Exchange may share the information with such third party service providers.

SCHEDULE “C”

AUDIT COMMITTEE CHARTER

A. *Introduction and Purpose*

1. The primary function of the Audit Committee (the “Committee”) of Grande West Transportation Group Inc. (“Grande West” or the “Company”) is to oversee the accounting and financial reporting processes of the Company and the audits of the Company’s financial statements and to exercise the responsibilities and duties set forth below, including, but not limited to, assisting the Board in fulfilling its responsibilities in reviewing the following financial disclosures and internal controls over financial reporting; monitoring the system of internal control; monitoring the Company’s compliance with the binding requirement of any stock exchanges on which the securities of the Company are listed and all other applicable laws (collectively, the “Applicable Requirements”); selecting the external auditors for shareholder approval; reviewing the qualifications, independence and performance of the external auditor; reviewing the qualifications, independence and performance of the Company’s financial management; and identifying, evaluating and monitoring the management of the Company’s principal risks impacting financial reporting. The Committee also assists the Board with the oversight of the financial strategies and overall risk management.
2. The Committee is not responsible for: planning or conducting audits; certifying or determining the completeness or accuracy of the Company’s financial statements or that the financial statements are in accordance with generally accepted accounting principles or international financial reporting standards, as applicable; or guaranteeing the report of the Company’s external auditor. The fundamental responsibility for the Company’s financial statements and disclosure rests with management and the external auditor.

B. *Composition and Committee Organization*

1. Composition – The Committee shall preferably consist of not less than three independent members of the Board and at minimum have two of the three members being deemed independent. At the invitation of the Committee, members of the Company’s management and others may attend Committee meetings as the Committee considers necessary or desirable.
2. Appointment and Removal of Committee Members – Each member of the Committee shall be appointed by the Board on an annual basis at its first meeting following each annual shareholders meeting and shall serve at the pleasure of the Board, or until the earlier of (a) the close of the next annual meeting of the Company’s shareholders at which the member’s term of office expires, (b) the death of the member, or (c) the resignation, disqualification or removal of the member from the Committee or from the Board. The Board may fill a vacancy in the membership of the Committee.
3. Independence – Each member of the Committee shall meet the independence and audit committee composition requirements of the Applicable Requirements.
4. Financial Literacy – At the time his or her appointment to the Committee, each member of the Committee shall be financially literate and able to read and understand a set of financial statements, including a balance sheet, cash flow statement and income statement, 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 Company’s financial statements.
5. The Committee should meet privately at least annually with management to discuss any matters that the Committee or management believes should be discussed. In addition, a portion of each Committee meeting shall be held, in camera, without any member of management being present.

C. *Meetings*

1. Number of Meetings - Number of Meetings - The members of the Committee shall hold meetings as are required to carry out this mandate, and in any case no less than four meetings annually.

2. The external auditors and non-Committee board members are entitled to receive notice of and attend and be heard at each Committee meeting. The Chair, any member of the Committee, the external auditors, the Chairman of the Board, the Chief Executive Officer (the “CFO”) or the Chief Financial Officer (the “CEO”) may call a meeting of the Committee by notifying the Company’s Corporate Secretary who will notify the members of the Committee.
3. The Chair shall chair all Committee meetings that he or she attends, and in the absence of the Chair, the members of the Committee present may appoint a chair from their number of a meeting.
4. Quorum - No business may be transacted by the Committee at a meeting unless a quorum of the Committee is present. A majority of members of the Committee shall constitute a quorum.
5. Minutes - The Committee shall maintain minutes or other records of meetings and activities of the Committee in sufficient detail to convey the substance of all discussions held and file a copy of the minutes with the Corporate Secretary. The Chair may report orally to the Board on any matter in his or her view requiring the immediate attention of the Board.
6. Attendance of Non-Members - The Committee may invite to a meeting any officers or employees of the Company, legal counsel, advisors and other persons whose attendance it considers necessary or desirable in order to carry out its responsibilities.
7. Procedure - The procedures for calling, holding, conducting and adjourning meetings of the Committee shall be the same as those applicable to meetings of the Board.
8. Funding – The company shall provide appropriate funding, as determined by the Committee, for:
 - a. the payment of compensation to any external auditor engaged for the purpose of preparing or issuing an audit report or performing other audit, review or attest services of the Company;
 - b. payment for the services of any advisors retained by the Committee; and
 - c. the ordinary administrative expenses of the Committee that are necessary or appropriate in carrying out its duties.

D. Functions and Responsibilities

The Committee shall have the functions and responsibilities set out below as well as any other functions that are specifically delegated to the Committee by the Board and that the Board is authorized to delegate by applicable laws and regulations. In addition to these functions and responsibilities, the Committee shall perform the duties required of an audit committee by the Applicable Requirements.

1. Financial Reports
 - a. General – The Committee is responsible for overseeing the Company’s financial statements and financial disclosures. Management is responsible for the preparation, presentation and integrity of the Company’s financial statements and financial disclosures and for the appropriateness of the account principles and the reporting policies used by the Company. The external auditors are responsible for auditing the Company’s annual consolidated financial statements and for reviewing the Company’s unaudited interim financial statements.
 - b. Review of Annual Financial Reports – The Committee shall review the annual consolidated audited financial statements of the Company, the external auditors’ report thereon, the related management’s discussion and analysis of the Company’s financial condition and results of operation (“MD&A”), and the financial disclosure in any earnings press release. After completing its review, if advisable, the Committee shall recommend for Board approval the annual financial statements, the related MD&A, and the earnings release.

- c. Review of Interim Financial Reports – The Committee shall review the interim consolidated financial statements of the Company, the external auditors’ review report thereon, the related MD&A, and the financial disclosure in any earnings press release as well as the release of significant new financial information. After completing its review, if advisable the Committee shall recommend for Board approval the interim financial statements, the related MD&A, and the earnings release.
- d. Review Considerations – In conducting its review of the annual financial statements or the interim financial statements, the Committee shall:
 - i. meet with management, the external auditors to discuss the financial statements and MD&A;
 - ii. review the disclosures in the financial statements;
 - iii. review the audit report or review report prepared by the external auditors;
 - iv. discuss with management, the external auditors and legal counsel, as requested, any pending or threatened litigation claims and assessments or other contingency that could have a material effect on the financial statements;
 - v. review critical accounting and other significant estimates and judgments underlying the financial statements as presented by management;
 - vi. review any material effects of regulatory accounting initiatives or off-balance sheet structures on the financial statements as presented by management;
 - vii. review critical accounting and other significant estimates and judgments underlying the financial statements as presented by management;
 - viii. review the use of any non-GAAP financial measures, including “pro forma” or “adjusted” information;
 - ix. review management’s report on the design and effectiveness of disclosure controls and procedures and internal controls over financial reporting;
 - x. review results of the Company’s whistle blower program;
 - xi. meet in private with external auditors and one or more senior executives;
 - xii. review any other matters related to the financial statements that are brought forward by the external auditors and amendment or which are required to be communicated to the Committee under accounting policies, auditing standards or Applicable Requirements;
 - xiii. If the Company’s lists its securities on a stock exchange in a jurisdiction other than Canada the Audit Committee should review the equivalent applicable documentation and procedures; and
 - xiv. Maintain minutes of meetings and periodically report to the Board of Directors (the “Board”) on significant results of the foregoing activities.
- e. Approval of Other Financial Disclosures – The Committee shall review and if advisable, approve and recommend for Board approval financial related disclosure in a prospectus or other securities offering documents, annual report, annual information form and managements information or proxy circular of the Company.

The Committee will be satisfied that adequate procedures are in place of the review of the Company's public disclosure of financial information extracted or derived from the financial statements and must periodically assess the adequacy of those procedures.

2. Auditors

- a. General – The Committee shall be directly responsible for oversight of the work of the external auditors, including the external auditors work in preparing or issuing an audit report, performing other audit review, or attest services of any other related work. The external auditors shall report directly to the Committee and the Committee shall have authority to communicate directly with the Company's external auditors.
- b. Appointment of Other Financial Disclosures – The Committee shall review and if advisable select and recommend to the Board the appointment of the external auditors. The Committee shall review and recommend for Board approval the compensation of the external auditors.
- c. Resolution of Disagreements – The Committee shall resolve any disagreements between management and the external auditors as to financial reporting matters brought to its attention.
- d. Discussions with External Auditor – At least annually, the Committee shall discuss with the external auditor such matters as are required by applicable auditing standards to be discussed by the external auditor with the audit committee, including the matters required to be discussed by Applicable Requirements and review with the external auditor any difficulties encountered in the course of the audit work or otherwise, any restrictions on the scope of activities or access to requested information, and any significant disagreements with management; receive from and review with the independent auditor any accounting adjustments that were noted or proposed by the auditor but that were "passed" (as immaterial or otherwise), any "management" or "internal control" letter or schedule of unadjusted differences issued, or proposed to be issued, by the auditor to the Company, or any other material written communication provided by the auditor to the Company's management.
- e. External Audit Plan – At least annually, the Committee shall review a summary of the external auditors/ annual audit plan. The Committee shall consider and review with the external auditors any material changes to the scope of the plan.
- f. Quarterly Review Report – The Committee shall review a report prepared by the external auditors in respect of each of the interim financial statements of the Company and any other material communication between the external auditor and management.
- g. Independence of External Auditors – At least annually, and before the external auditors issue their report on the annual financial statements, the Committee shall: obtain from the external auditors a formal written statement describing all relationships between the external auditors and the Company; discuss with the external auditors any disclosed relationships or services that may affect the objectivity and independence of the auditors; and obtain written confirmation from the external auditors that they are objective and independent within the meaning of the applicable Rules of Professional Conduct/Code of Ethics adopted by the provincial institute or order of chartered accountants to which it belongs and other Applicable Requirements. The Committee shall take appropriate action to oversee the independence of the external auditors.
- h. Evaluation and Rotation of Lead Partner – At least annually, the Committee shall review the qualifications and performance of the lead partner of the external auditors. The Committee shall obtain a report from the external auditors annually verifying that the lead partner of the external auditors has served in that capacity for no more than five fiscal years of the Company and that the engagement team collectively possesses the experience and competence to perform an appropriate audit.

- i. Hiring of Former Employees of External Auditor – The Committee shall review and approve the Company’s hiring policies regarding partners, employees and former partners and employees of the present and former external auditors of the Company.
 - j. Requirements for Pre-Approval of Non-Audit Services – The Committee shall approve in advance any retainer of the external auditors to perform any non-audit service to the Company in accordance with Applicable Requirements, specifically relating to such non-audit services. The Committee may delegate preapproval authority to a member of that Committee. The decisions of any member of the Committee to whom this authority has been delegated must be presented to the full Committee at its next scheduled Committee meeting. Approval by the Committee of a non-audit service to be performed by the external auditor of the Company shall be disclosed in periodic reports as required by the Applicable Requirements.
3. Internal Accounting and Disclosure Controls
- a. General – The Committee shall review the adequacy of the Company’s internal accounting and disclosure controls, its management information systems and its financial, auditing and accounting organizations and systems.
 - b. Establishment, Review and Approval – the Committee shall require management to implement and maintain appropriate systems of internal control in accordance with applicable laws, regulations and guidance, including internal control over maintenance of records, financial reporting and disclosure and to review , evaluate and approve these procedures. At least annually, the Committee shall consider and review with management and the external auditors:
 - i. the effectiveness of, or weaknesses or deficiencies in: the design or operating effectiveness of the Company’s internal controls the overall control environment for management business risks; and accounting, financial and disclosure controls (including without limitation, controls over financial reporting) non-financial controls, and legal and regulatory controls and the impact of any identified weaknesses in internal controls on management’s conclusions;
 - ii. any significant changes in internal control over financial reporting that are disclosed, or considered for disclosure, including those in the Company’s periodic regulatory filings;
 - iii. any material issues raised by any inquiry or investigation by the Company’s regulators;
 - iv. the Company’s fraud prevention and detection program, including deficiencies in internal controls that may impact the integrity of financial information, or may expose the Company to other significant internal or external fraud losses and the extent of those losses and any disciplinary action in respect of fraud taken against management or other employees who have a significant role in financial reporting; and
 - v. any related significant issues and recommendations of the auditors together with management’s responses thereto, including the timetable for implementation of recommendations to correct weaknesses in internal controls over financial reporting and disclosure controls.
4. Compliance with Legal and Regulatory Requirements – The Committee shall receive and review regular reports from the Company’s General Counsel and other management members on: legal or compliance matters that may have a material impact on the Company; the effectiveness of the Company’s compliance policies; and any material communications received from regulators. The Committee shall review management’s evaluation of and representations relating to compliance with specific Applicable Requirements, and management’s plans to remediate any deficiencies identified.
5. Committee Whistleblower Procedures – The Committee shall establish or oversee the establishment of procedures for (a) the receipt, retention, and treatment of complaints received by the Company regarding

accounting, internal accounting controls, or auditing matters; and (b) the confidential, anonymous submission by employees of the company of concerns regarding outside advisors, as necessary or appropriate, to investigate the matter and will work with management, external auditors, and the general counsel to reach a satisfactory conclusion.

6. Compliance with Code of Business Conduct – The Committee shall:
 - a. at least annually, review and assess the adequacy of and, if advisable, approve and recommend for Board approval, any amendments to the Company’s Code of Business Conduct;
 - b. review and, if advisable, approve the Company’s processes for administering the Code of Business Conduct;
 - c. review, on a regular basis, summaries of the usage of, and the matters being reported to, the whistle blower services;
 - d. review with management the results of their assessment of the Company’s compliance with the Code of Business Conduct and their plans to remediate any deficiencies identified; and
 - e. review and, if advisable, approve any waiver from a provision of the Code of Business Conduct requested by a member of the Board or senior management.
7. Committee Disclosure – The Committee shall prepare, review and approve any audit committee disclosures required by the Applicable Requirements in the Company’s disclosure documents.
8. Delegation – The Committee may, to the extent permissible by Applicable Requirements, designate a subcommittee to review any matter within this mandate as the Committee deems appropriate.

E. Financial Instruments, Risk Assessment and Risk Management

1. Monitor – The Committee shall review and monitor the management of the principal financial risks that could materially impact the reporting of the Company.
2. Processes – the Committee shall review and monitor the processes in place for identifying principal financial risks and reporting them to the Board.
3. Assessment – the Committee shall review policies with respect to the management of capital and financial instrument risk management, including:
 - a. Review and periodic approval of managements financial instrument risk philosophy and management policies;
 - b. Review management reports of demonstrating compliance with risk management policies; and
 - c. Discussing with management, at least annually, the Company’s major financial risk exposures and the steps management has taken to monitor, control and report such risks.

F. Reporting to the Board

The Chair shall report to the Board, as required by Applicable Requirements or as deemed necessary by the Committee or as requested by the Board, on matters arising at Committee meetings and, where applicable, shall present the Committee’s recommendation to the Board for its approval.

G. General

1. Authority – The Committee shall, to the extent permissible by Applicable Requirements, have such additional authority as may be reasonably necessary or desirable, in the Committee’s discretion, to exercise its powers and fulfill its duties under this mandate.
2. Charter Review – The Committee shall review this Charter on an annual basis or more frequently, as required. Where appropriate, the Committee shall propose changes to this Charter to the Board.

H. Performance Evaluation

The Committee shall assess and report annually to the Board on the performance of the Committee by comparing the performance of the Committee against this Charter and the Committee’s goals and objectives for the year.

I. Communication of the Charter

To ensure that all directors of the Company are aware of the Charter, a copy of the Charter will be distributed to all directors of the Company. Each director will sign an acknowledgement of receipt of the Charter. Such receipt of acknowledgement shall be returned to the Corporate Secretary and retained in the Company’s internal governance records.

New directors will be provided with a copy of this Charter and will be educated about its importance.

Approved by the Board of Directors of Grande West Transportation Group Inc. on April 24, 2014.

SCHEDULE “D”

BOARD MANDATE

A. Introduction and Purpose

The members of the Board of Directors (the “Board”) have the duty to supervise the management of the business and affairs of Grande West Transportation Group Inc. and its subsidiary(ies) (together “Grande West” or the “Company”). The Board, directly and through its committees and the Chair of the Board (the “Chair”), if independent, or Lead Director if the Chair is not independent shall provide direction to senior management, generally through the Chief Executive Officer (the “CEO”), to pursue the best interests of the Company.

B. Duties and Responsibilities

The Board shall have the specific duties and responsibilities outlined below:

1. Strategic Planning

- a. Strategic Plans - The Board will adopt a strategic plan for the Company as presented by Management. At least annually, the Board shall review and, if advisable, approve the Company’s strategic planning process and the Company’s annual strategic plan. In discharging this responsibility, the Board shall review the plan in light of management’s assessment of emerging trends, the competitive environment, the opportunities for the business of the Company, risk issues, and significant business practices and products.
- b. Business and Capital Plans - At least annually, the Board shall review and, if advisable, approve the Company’s annual business and capital plans as well as policies and processes generated by management relating to the authorization of major investments and significant allocation of capital.
- c. Monitoring- At least annually, the Board shall review management’s implementation of the Company’s strategic, business and capital plans. The Board shall review and, if advisable, approve any material amendments to, or variances from, these plans.
- d. Material Divestitures and Acquisitions – The Board will approve material divestitures and acquisitions.

2. Risk Management

- a. General - At least annually, the Board shall review reports provided by management of principal risks associated with the Company’s business and operations, review the implementation by management of appropriate systems to manage these risks, and review reports by management relating to the operation of, and any material deficiencies in, these systems.
- b. Verification of Controls - The Board shall verify that internal, financial, non-financial and business controls and management information systems have been established by management.

3. Human Resource Management

- a. General - At least annually, the Board shall review a report of the Compensation Committee concerning the Company’s approach to human resource management and executive compensation.
- b. Succession Review - At least annually, the Board shall review the succession plans of the Company for the Chair, the Lead Director, the CEO and other executive officers, including the appointment, training and monitoring of such persons.

- c. Integrity of Senior Management - The Board shall, to the extent feasible, satisfy itself as to the integrity of the CEO and other executive officers of the Company and that the CEO and other senior officers strive to create a culture of integrity throughout the Company.

4. Corporate Governance

- a. General - At least annually, the Board shall review a report of the Committee concerning the Company's approach to corporate governance.
- b. Director Independence - At least annually, the Board shall review a report of the Committee that evaluates the director independence standards established by the Board and the Board's ability to act independently from management in fulfilling its duties.
- c. Ethics Reporting - The Board has adopted a written Code of Business Conduct and Ethics (the "Code") applicable to directors, officers and employees of the Company. At least annually, the Board shall review the report of the Committee relating to compliance with, or material deficiencies from, the Code and approve changes it considers appropriate. The Board shall review reports from the Committee concerning investigations and any resolutions of complaints received under the Code.
- d. Board of Directors Mandate Review - At least annually, the Board shall review and assess the adequacy of its Mandate to ensure compliance with any rules of regulations promulgated by any regulatory body and approve any modifications to this Mandate as considered advisable.

5. Communications

- a. General - The Board has adopted a Disclosure Policy for the Company. At least annually, the Board, in conjunction with the CEO, shall review the Company's overall Disclosure Policy, including measures for receiving feedback from the Company's stakeholders, and management's compliance with such policy. The Board shall, if advisable, approve material changes to the Company's Disclosure Policy.
- b. Shareholders - The Company endeavors to keep its shareholders informed of its progress through an annual report, annual information form, quarterly interim reports and periodic press releases. Directors and management meet with the Company's shareholders at the annual meeting and are available to respond to questions at that time. In addition, the Company shall maintain on its website a contact email address that will permit shareholders to provide feedback to the Company.
- c. Financial and Corporate Issues – The Board has the responsibility to:
 - 1) Review and approve the annual financial statements and management's discussion and analysis for the Company and to review and approved the unaudited interim financial statements and management's discussion and analysis for the Company;
 - 2) Approve the Management Proxy Circular, Annual Information Form and documents incorporated by reference therein;
 - 3) Declare dividends to shareholders;
 - 4) Approve financing, changes in authorized capital, issue and repurchase of securities, issue of debt securities, listings of shares and other securities, issue of commercial papers, and related prospectuses and trust indentures;
 - 5) Recommend appointment of external auditors;

- 6) Approve banking resolutions and significant changes in banking relationships;
- 7) Approve contracts, leases and other arrangements or commitments that may have a material impact on the Company such materiality to be approved by the Board from time to time by resolution;
- 8) Approve spending authority guidelines; and
- 9) Approve the commencement or settlement of litigation that may have a material impact on the Company.

C. Composition

1. **General** - The composition and organization of the Board, including: the number, qualifications and remuneration of directors; the number of Board meetings; Canadian residency requirements; quorum requirements; meeting procedures and notices of meetings are required by the *British Columbia Corporations Act* (the “BC Act”), the *Securities Act* (British Columbia) (the “Securities Act”) and the articles and by-laws of the Company, subject to any exemptions or relief that may be granted from such requirements.

The Committee shall analyze the Board of Directors skill sets required and to recommend to the Board the criteria to fill vacancies accordingly.

Each director must have an understanding of the Company’s principal operational and financial objectives, plans and strategies, and financial position and performance. Directors must have sufficient time to carry out their duties and not assume responsibilities that would materially interfere with, or be incompatible with, Board membership. Directors, who experience a significant change in their personal circumstances, including a change in their principal occupation, are required to advise the Chair of the Committee.

2. **Independence** - A majority of the Board must be independent. “Independent” shall have the meaning, as the context requires, given to it in National Policy 58-201 *Corporate Governance Guidelines*, as may be amended from time to time.
3. **Chair of the Board** - The Chair of the Board shall be an independent director, unless the Board determines that it is inappropriate to require the Chair to be independent. If the Board determines that it would be inappropriate to require the Chair of the Board to be independent, then the independent directors shall select from among their number a director who will act as “Lead Director” and who will assume responsibility for providing leadership to enhance the effectiveness and independence of the Board. The Chair, if independent, or the Lead Director if the Chair is not independent, shall act as the effective leader of the Board and ensure that the Board’s agenda will enable it to successfully carry out its duties.

D. Job Descriptions of CEO, Chairman, Lead Director and CFO

1. **Job Description of the CEO** - The Board has a job description for the CEO. The job description may change from time to time as the Board of Directors sees fit. Attached as Exhibit “A” is the full job description of the CEO.
2. **Job Description of the Chairman** - The Board has a job description for the Chairman. The job description may change from time to time as the Board of Directors sees fit. Attached as Exhibit “B” is the full job description of the Chairman.
3. **Job Description of the Lead Director** - The Board has a job description for the Lead Director, to be used if a Lead Director is appointed. The job description may change from time to time as the Board of Directors sees fit. Attached as Exhibit “C” is the full job description of the Lead Director.

4. **Job Description of the CFO** - The Board has a job description for the CFO. The job description may change from time to time as the Board of Directors sees fit. Attached as Exhibit "D" is the full job description of the CFO.

E. *E. Committees of the Board*

1. **General** - The Board has established the following committees: the Compensation Committee, the Audit Committee, the Corporate Governance and Nominating Committee, the Special Committee and the Management Disclosure Committee. Subject to applicable law, the Board may establish other Board committees or merge or dispose of any Board committee.
2. **Committee Charters** - The Board has approved charters for each Board committee and shall approve charters for each new Board committee. At least annually, each charter shall be reviewed by the Governance and Nominating Committee and any suggested amendments brought to the Board for consideration and approval.
3. **Delegations to Committees** - The Board has delegated to the applicable committee those duties and responsibilities set out in each Board committee's charter.
4. **Consideration of Committee Recommendations** - As required by applicable law, by applicable committee Charter or as the Board may consider advisable, the Board shall consider for approval the specific matters delegated for review to Board committees.
5. **Board/Committee Communication** - To facilitate communication between the Board and each Board committee, each committee chair shall provide a report to the Board on material matters considered by the committee at the first Board meeting after the committee's meeting.

F. *Meetings*

1. **Meetings** – The Board will meet at least once in each quarter and not less than five times per year, with additional meetings held as deemed advisable. The Chair is primarily responsible for the agenda and for supervising the conduct of the meeting. Any director may propose the inclusion of items on the agenda, request the presence of, or a report by any member of senior management, or at any Board meeting raise subjects that are not on the agenda for that meeting. Meetings of the Board may be held at any place within or outside British Columbia and shall be conducted in accordance with the Company's by-laws. Notice of a meeting shall be served not less than two days prior to the meeting date. Notice of an adjourned meeting is not required if the time and place is announced at the original meeting. A quorum is present at the meeting when a majority of the number of directors are either present in person or by telephone, electronically or other means of communication. A majority of votes cast in favour at a meeting of directors or a committee of directors is required to pass a proposal. In case of an equality of votes the chairman of the meeting shall not have a second or casting vote.
2. **Secretary and Minutes** – The Corporate Secretary, his or her designate or any other person the Board requests shall act as secretary of Board meetings. Minutes of Board meetings shall be recorded and maintained by the Corporate Secretary and subsequently presented to the Board for approval.
3. **Meetings Without Management** – The independent members of the Board shall hold regularly scheduled meetings, or portions of regularly scheduled meetings, at which non-independent directors and members of management are not present.
4. **Directors' Responsibilities** – Each director is expected to attend all meetings of the Board and any committee of which he or she is a member. Directors will be expected to have read and considered the materials sent to them in advance of each meeting and to actively participate in the meetings.
5. **Access to Management and Outside Advisors** - The Board shall have unrestricted access to management and employees of the Company. The Board shall have the authority to retain external legal counsel, consultants or other advisors to assist it in fulfilling its responsibilities and to set and pay the respective

reasonable compensation of these advisors without consulting or obtaining the approval of an officer of the Company. The Company shall provide appropriate funding, as determined by the Board, for the services of these advisors.

6. **Service on Other Boards and Audit Committee** - Directors may serve on the boards of other public companies so long as these commitments do not materially interfere and are compatible with their ability to fulfill their duties as a member of the Board. Directors must advise the Chair in advance of accepting an invitation to serve on the board of another public company.

G. Director Development, Orientation and Evaluation

1. **Development and Orientation** - Each new director shall participate in the Company's initial orientation program and each director shall participate in the Company's continuing director development programs. At least annually, the Board shall review the Company's initial orientation program and continuing director development programs.
2. **Self Assessment** – Annually the directors will self assess the effectiveness of the Board, Committees and Directors in fulfilling their responsibilities.

H. No Rights Created

This Mandate is a statement of broad policies and is intended as a component of the flexible governance framework within which the Board, assisted by its committees, directs the affairs of the Company. While it should be interpreted in the context of all applicable laws, regulations and listing requirements, as well as in the context of the Company's Articles and By-laws, it is not intended to establish any legally binding obligations.

I. Communication of the Board Mandate

To ensure that all directors and officers of the Company are aware of the Board Mandate (the "Mandate") a copy of the Mandate will be distributed to all directors and Officers of the Company. Each director and officer will sign an acknowledgement of receipt of the Mandate. Such receipt of acknowledgement shall be returned to the Corporate Secretary and retained in the Company's internal governance records.

New directors and Officers will be provided with a copy of this Mandate and will be educated about its importance.

Approved by the Board of Directors on the 24th day of April, 2014

EXHIBIT “A”

CHIEF EXECUTIVE OFFICER – JOB DESCRIPTION

CULTURE

The Chief Executive Officer (the “CEO”) must understand, reflect and foster the culture and goals of Grande West Transportation Group Inc. and its subsidiary(ies) (together the “Company”). The Company’s culture and goals, although continuously evolving, include the following:

- i) to practice the highest standards of integrity;
- ii) to achieve super financial returns for the Company;
- iii) pursue growth opportunities in the context of stability and a long-term perspective; and
- iv) to be a respected and leading employer, customer, supplier and investment.

The CEO of the Company must deal with a broad spectrum of matters including international trade, national, regional and local policies, as well as employee, investor and customer relations. As a result, the CEO must have a high level of commitment to the Company’s interests. The CEO’s involvement also emphasizes the importance of prioritizing. The CEO is management’s representative on the Board of Directors (the “Board”) and must be able to effectively articulate management’s vision to the Board. Conversely, the CEO is responsible to articulate to management and implement determinations made by the Board.

GENERAL DESCRIPTION OF ROLE

- 1. Highest authority in the Company.
- 2. Accountable for the Company’s financial performance.
- 3. Ensures the Company’s assets are efficiently utilized in a responsible manner with a view to maximizing shareholder value.
- 4. Directs the Company’s strategic planning activities and provides leadership and overall guidance in both the administration and operation of the Company.
- 5. Leads the Company with a clearly defined sense of business direction and purpose. Serves as a role model for the Company’s vision and values and creates and fosters a culture of integrity among other executive officers and throughout the Company.
- 6. Responsibility for the day-to-day operations of the Company, including the annual planning process, capital and financial management, and acquisitions all of which must be accomplished within the strategic framework of the Company approved by the Board.
- 7. Responsible for ensuring the proper discharge of management’s duties in relation to financial reporting and disclosure.
- 8. Responsible for the employment, compensation, job descriptions, performance, assessment, leadership development and success planning of senior management personnel in order to ensure adequate resources and expertise are available to fulfill the Company’s goals

SPECIFIC ACCOUNTABILITIES

Strategic Planning

- 1. Develops a well defined strategy for the Company.
- 2. Establishes management processes and specific performance measures that clearly support the long term strategy.

3. Assesses performance and makes timely changes in strategy, structure and resource allocations.

Financial Results

1. Defines appropriate long-term financial objectives and sets annual goals consistent with the business strategy.
2. Establishes, monitors and maintains appropriate management systems to provide effective control of operations.
3. Demonstrates diligence in making the appropriate certifications required under any governing securities and corporate legislation.

Leadership

1. Leads the Company with a clearly defined sense of business direction and purpose.
2. Effectively communicates The Company's vision and values for all employees. Serves as a role model for this vision and values and creates and fosters a culture of integrity throughout the Company.
3. Ensures that there is in operation an effective framework of governance which provides the direction and parameters within which business is to be conducted, aligns accountabilities and authorities and defines any required policies, standards and guidelines.
4. Ensures programs are in place that will aid in retaining and motivating the top management team, and attracting new executives as needed.
5. Identifies and develops the next generation of senior managers.
6. Promotes the development of effective recruiting, training, retention and management development programs for all employees.
7. Effectively serves as the Company's liaison with the industry and the investor communities.

Safety

Defines the strategic direction for safety, establishing performance targets for the operating businesses and ensuring adherence to established policies and standards.

GOVERNMENT, ENVIRONMENT AND SOCIAL RELATIONS

1. Effectively engages in dialogue with environmental, social, government and other stakeholder groups to understand their issues and concerns.
2. Ensures they have an appreciation for the Company's vision, values, business goals, challenges and achievements.
3. Ensures that programs are in place to maintain effective relations with such groups and the local communities served by the Company.

BOARD OF DIRECTORS RELATIONSHIP

1. Establishes effective working relationships collectively and individually with the Board of Directors.
2. Keeps the Board kept fully informed on all important issues facing the Company (internal and external).
3. Recommends appropriate policies for Board consideration.

EXHIBIT “B”

BOARD CHAIR – JOB POSITION DESCRIPTION

The Board Chair (the “Chair”) of the Board of Directors of the Company (the “Board”) is principally responsible for overseeing the operations and affairs of the Board. In fulfilling his or her responsibilities, the Chair will be responsible for:

- (a) providing leadership to foster the effectiveness of the Board;
- (b) ensuring there is an effective relationship between the Board and senior management of the Company;
- (c) ensuring that the appropriate committee structure is in place and assisting the Corporate Governance and Nominating Committee (the “Governance Committee”) in making recommendations for appointment to such committees;
- (d) in consultation with the other members of the Board and the Chief Executive Officer (the “CEO”) of the Company, ensuring the agenda for each meeting of the Board addresses issues;
- (e) ensuring that the directors receive the information required for the proper performance of their duties, including information relevant to each meeting of the Board;
- (f) chairing Board meetings, including stimulating debate, providing adequate time for discussion of issues, facilitating consensus, encouraging full participation and discussion by individual directors and confirming that clarity regarding decision-making is reached and accurately recorded;
- (g) in consultation with the Lead Director, ensuring that meaningful agendas are prepared for Board meetings;
- (h) guiding the deliberations of the Board at Board meetings so that appropriate strategic and policy decisions are made;
- (i) ensuring that all matters of strategic importance are being dealt with at the Board level during the course of the year;
- (j) chairing all shareholder annual and general meetings;
- (k) together with the Governance Committee, ensuring that an appropriate system is in place to evaluate the performance of the Board as a whole, the Board’s committees and individual directors, with a view to ensuring that they are fulfilling their respective responsibilities and duties, and making recommendations to the Governance Committee for changes when appropriate;
- (l) consulting with the Governance Committee on candidates for nomination or appointment to the Board;
- (m) working with the CEO to ensure that the Board is provided with the resources to permit it to carry out its responsibilities and bringing to the attention of the CEO any issues that are preventing the Board from being able to carry out its responsibilities; and
- (n) providing additional services required by the Board.

EXHIBIT “C”

LEAD DIRECTOR - POSITION DESCRIPTION

The Lead Director will facilitate the functioning of the Board of Directors of the Company (the “Board”) independently of management of the Company and provide independent leadership to the Board. In fulfilling his or her responsibilities, the Lead Director will be responsible for:

- (a) providing leadership to ensure that the Board functions independently of management of the Company and other non-independent directors;
- (b) providing leadership to foster the effectiveness of the Board;
- (c) working with the Board Chair (the “Chair”) to ensure that the appropriate committee structure is in place and assisting the Corporate Governance and Nominating Committee in making recommendations for appointment to such committees;
- (d) working with the Chair to develop meeting schedules that ensure there is sufficient time for discussion of agenda topics at meetings of the Board;
- (e) recommending to the Chair items for consideration on the agenda for each meeting of the Board;
- (f) commenting to the Chair on the quality, quantity and timeliness of information provided by management to the independent directors and acting as the liaison between the independent directors and the Chief Executive Officer (the “CEO”) to ensure that any additional information requested by the Board members is included in the materials prepared by management for the Board;
- (g) calling, where necessary, the holding of special meetings of the Board, outside directors or independent directors, with appropriate notice, and establishing agenda for such meetings in consultation with the other outside or independent directors, as applicable;
- (h) in the absence of the Chair, chairing Board meetings, including, providing adequate time for discussion of issues, facilitating consensus, encouraging full participation and discussion by individual directors and confirming that clarity regarding decision-making is reached and accurately recorded; in addition, chairing each Board meeting at which only outside directors or independent directors are present;
- (i) being identified as a point of contact for enquiries from shareholders relating to the Board or the Company;
- (j) consulting and meeting with any or all of the independent directors, at the discretion of either party and with or without the attendance of the Chair, and representing such directors in discussions with management of the Company on corporate governance issues and other matters;
- (k) identifying and resolving conflicts of interests or potential conflicts of interest affecting the Board;
- (l) ensuring that the independence of the Board from management is maintained; and
- (k) working with the Chair and the CEO to ensure that the Board is provided with the resources, including external advisers and consultants to the Board as considered appropriate, to permit it to carry out its responsibilities and bringing to the attention of the Chair and the CEO any issues that are preventing the Board from being able to carry out its responsibilities.

EXHIBIT “D”

CHIEF FINANCIAL OFFICER – JOB DESCRIPTION

Chief Financial Officer

- Direct and oversee all aspects of the Financial Reporting, Finance and Accounting functions of the Company.
- Responsible and oversee the Corporate Secretarial function and corporate governance practices.
- Responsible for in conjunction with the CEO the Investor Relations program.
- Provides leadership in the development for the continuous evaluation of short and long-term strategic financial objectives.
- Manage the accounting, human resources, investor relations, legal, tax, and treasury departments.
- Oversee the financial operations of subsidiary companies and foreign operations.
- Manage any third parties to which functions have been outsourced.
- Oversee the Company’s transaction processing systems.
- Implement operational best practices.
- Oversee employee benefit plans, with particular emphasis on maximizing a cost-effective benefits package.
- Ensure credibility of Finance group by providing timely and accurate analysis of budgets, financial trends and forecasts.
- Responsible for developing, implementing and maintaining a comprehensive job cost system.
- Develop financial and tax strategies.
- Evaluates and advises on the impact of long range planning, introduction of new programs/ strategies and regulatory action.
- Provide executive management with advice on the financial implications of business activities.
- Manage processes for financial forecasting, budgets and consolidation and reporting to the Company
- Provide recommendations to strategically enhance financial performance and business opportunities.
- Ensure that effective internal controls are in place and ensure compliance with GAAP and applicable federal, and provincial regulatory laws and rules for financial and tax reporting.

Other duties as required

- Shape and develop division strategy and organization.
- Ensure proper report structure with divisions and departments.
- Help identify opportunities and areas for improvement within each division.
- Advise the President, CEO and the Chairman on strategic business development and key corporate planning issues that relate and impact the operations of the Company.

- Determine resource allocation among divisions.
- Keep the President, CEO and the Chairman informed about business activities, performance, opportunities, and recommend courses of action.
- Lead managers to evaluate and take actions that are consistent with the Company's overall strategy.
- Act as a sounding board for the division heads.
- Set performance goals tailored to each division.
- Develop operational goals for each division which are aggressive, yet obtainable, and ties to the long-term goals of the Company.
- Monitor division performance against performance goals to ensure progress is being made and corrective action, if necessary, is taken.
- Ensure adherence to annual budgets.
- Build an organizational culture in which passion for continuous improvement is innate.
- Strategic management of the production, shipping, receiving, technology, inventory and facility of management departments.
- Implementation of productivity/quality metrics and of incentive programs designed to minimize costs and enhance efficiency and make recommendations to the President, CEO and the Chairman.
- Recruiting, hiring, coaching and developing staff.
- Maximizing of workforce.
- Successful contract negotiations.