ReeXploration Inc.

Notice of Annual and Special Meeting of Shareholders

and

Management Information Circular

Meeting Date: September 28, 2026

REEXPLORATION INC.
Suite 2001 – 1969 Upper Water Street
Halifax, NS B3J 3R7

NOTICE OF ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN THAT:

The annual and special meeting ("**Meeting**") of the shareholders ("**Shareholders**") of ReeXploration Inc. (the "**Corporation**" or the "**Company**") will be held at the offices of ReeXploration Inc., Suite 2001, 1969 Upper Water Street, Purdy's Wharf Tower II, Halifax, Nova Scotia on **Monday, September 28, 2026, at 1:00 p.m. (Atlantic Time)** for the following purposes:

(a) to receive and consider the financial statements of the Corporation for the year ended March 31, 2026, together with the report of the auditor thereon. No vote by Shareholders with respect thereto is required or proposed to be taken;

(b) to elect the directors of the Corporation for the forthcoming year;

(c) to appoint the auditor of the Corporation for the forthcoming year and to authorize the directors to fix the auditor's remuneration;

(d) to confirm and approve the Corporation's stock option plan (the "**Option Plan**");

(e) to confirm and approve the Corporation's Deferred Share Unit Plan (the "**DSU Plan**");

(f) to consider and, if deemed advisable, approve as a special resolution the change of the Corporation's name from ReeXploration Inc. to Red Rock Resources Inc. or such other name as the Board of Directors may determine;

(g) to consider and, if deemed advisable, to pass with or without modification a special resolution of the Shareholders authorizing and approving an amendment to the Articles of the Corporation to consolidate each issued and outstanding Common Share of the Corporation on the basis of one new common share for up to six (6) pre-consolidation Common Shares; and

(h) to transact such other business as may properly come before the Meeting or any adjournment thereof.

The specific details of the matters proposed to be put before the Meeting are set forth in the Management Information Circular ("**Circular**"). The Corporation has fixed the close of business on Monday, August 24, 2026 as the record date for determining Shareholders entitled to receive notice of, and to vote at, the Meeting and any postponement or adjournment of the Meeting.

To assure your representation at the Meeting as a **Registered Shareholder**, please complete, sign, date and return the enclosed proxy ("**Proxy**"), whether or not you plan to personally attend the Meeting. Sending your Proxy will not prevent you from voting in person at the Meeting. All proxies completed by Registered Shareholders must be received by the Corporation's transfer agent, **Computershare Investor Services Inc.,** not later than **Thursday, September 24, 2026 at 1:00 p.m. (Atlantic Time)**. A Registered Shareholder must return the completed Proxy to Computershare Investor Services Inc., as follows:

(a) by **mail** in the enclosed envelope;

(b) by **internet** or **telephone** as described on the enclosed Proxy; or

(c) by **registered mail**, by **hand** or by **courier** to the attention of Computershare Proxy Department, 320 Bay Street, 14th Floor, Toronto ON, M5H 4A6.

Non-Registered Shareholders whose shares are registered in the name of an intermediary should carefully follow voting instructions provided by the intermediary. A more detailed description on returning proxies by Non-Registered Shareholders can be found on page 3 of the attached Circular.

If you receive more than one Proxy or voting instruction form, as the case may be, for the Meeting, it is because your shares are registered in more than one form. To ensure that all of your shares are voted you should sign and return all proxies and voting instruction forms that you receive.

Dated at Halifax, Nova Scotia, as at the 24th day of August, 2026.

BY ORDER OF THE BOARD OF DIRECTORS

(Signed) "Carl Sheppard"

Director

REEXPLORATION INC.

MANAGEMENT INFORMATION CIRCULAR

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REEXPLORATION INC.

MANAGEMENT INFORMATION CIRCULAR

(as at August 24, 2026, except as indicated)

INFORMATION REGARDING ORGANIZATION AND CONDUCT OF MEETING

This Management Information Circular **("Circular")** is furnished in connection with the solicitation of proxies by or on behalf of the management of ReeXploration Inc. (the "**Corporation**" or the "**Company**") for use at the Annual and Special Meeting ("**Meeting**") of the shareholders of the Corporation ("**Shareholders**") to be held at ReeXploration Inc.'s offices, Suite 2001, 1969 Upper Water Street, Purdy's Tower II, Halifax, Nova Scotia, on **Monday, September 28, 2026 at 1:00 p.m. (Atlantic Time)**, or at any adjournment thereof, for the purposes set forth in the accompanying notice of meeting ("**Notice of Meeting**").

Solicitation of Proxies

Solicitation of proxies will be primarily by mail but may also be by telephone or other means of communication by the directors, officers, employees or agents of the Corporation at nominal cost. All costs of solicitation will be paid by the Corporation. The Corporation will also pay the fees and costs of intermediaries for their services in transmitting proxy-related material in accordance with National Instrument 54-101, *Communication with Beneficial Owners of Securities of a Reporting Issuer* ("**NI 54-101**").

Appointment and Revocation of Proxies

Shareholders of the Corporation may be "Registered Shareholders" or "Non-Registered Shareholders". If common shares of the Corporation ("**Common Shares**") are registered in the Shareholder's name, they are said to be owned by a "**Registered Shareholder**". If Common Shares are registered in the name of an intermediary and not registered in the Shareholder's name, they are said to be owned by a "**Non-Registered Shareholder**". An intermediary is usually a bank, trust company, securities dealer or broker, or a clearing agency in which an intermediary participates. The instructions provided below set forth the different procedures for voting Common Shares at the Meeting to be followed by Registered Shareholders and Non-Registered Shareholders.

The persons named in the enclosed instrument appointing proxy are officers and directors of the Corporation. **Each Shareholder has the right to appoint a person or company (who need not be a Shareholder) to attend and act for him or her at the Meeting other than the persons designated in the enclosed form of Proxy**. Shareholders who have given a Proxy also have the right to revoke it insofar as it has not been exercised. The right to appoint an alternate proxyholder and the right to revoke a Proxy may be exercised by following the procedures set out below under "*Registered Shareholders*" or "*Non-Registered Shareholders*", as applicable.

If any Shareholder receives more than one (1) Proxy or voting instruction form, it is because that Shareholder's shares are registered in more than one form. In such cases, Shareholders should sign and submit all proxies or voting instruction forms received by them in accordance with the instructions provided.

Registered Shareholders

Registered Shareholders have two (2) methods by which they can vote their Common Shares at the Meeting, namely in person or by proxy. To assure representation at the Meeting, Registered Shareholders are encouraged to return the Proxy included with the Circular. Sending in the Proxy will not prevent a Registered Shareholder from voting in person at the Meeting. The vote will be taken and counted at the Meeting. Registered Shareholders who do not plan to attend the Meeting or who do not wish to vote in person can vote by proxy.

Proxies must be received by the Corporation's transfer agent, **Computershare Investor Services Inc.** ("**Computershare**"), not later than **Thursday, September 24, 2026 at 1:00 p.m. (Atlantic Time)**. A Registered Shareholder must return the completed Proxy to Computershare, as follows:

(a) by **mail** in the enclosed envelope; or

(b) by **internet** or **telephone** as described on the enclosed Proxy; or

(c) by **registered mail**, by **hand** or by **courier** to the attention of Computershare Proxy Department, 320 Bay Street, 14th Floor, Toronto ON, M5H 4A6.

To exercise the right to appoint a person or company to attend and act for a Registered Shareholder at the Meeting, such Shareholder must strike out the names of the persons designated on the enclosed instrument appointing a proxy and insert the name of the alternate appointee in the blank space provided for that purpose.

To exercise the right to revoke a proxy, in addition to any other manner permitted by law, a Shareholder who has given a proxy may revoke it by instrument in writing, executed by the Shareholder or his or her attorney authorized in writing, or if the Shareholder is a corporation, by a duly authorized officer or attorney thereof, and deposited: (i) at the registered office of the Corporation, Suite 2001-1969 Upper Water Street, Halifax, Nova Scotia, B3J 3R7, Attention: Patrick McGrath, at any time up to and including the last business day preceding the Meeting at which the Proxy is to be used, or at any adjournment thereof, or (ii) with the Chairman of the Meeting on the date of the Meeting, or at any adjournment thereof, and upon either of such deposits the Proxy is revoked.

Non-Registered Shareholders

A Non-Registered Shareholder who has not objected to their intermediary disclosing certain ownership information about themselves to the Corporation is referred to as a "**NOBO**". A Non-Registered Shareholder who has objected to their intermediary disclosing the ownership information about themselves to the Corporation is referred to as an "**OBO**".

In accordance with the requirements of NI 54-101, the Corporation is sending the Notice of Meeting, this Circular, and either the voting instructions form ("**VIF**") or the form of Proxy, as applicable, (collectively, the "**Meeting Materials**") directly to the NOBOs and indirectly, through intermediaries, to the OBOs. The Corporation will not be paying for intermediaries to deliver to OBOs (who have not otherwise waived their right to receive proxy-related materials) copies of the proxy-related materials and related documents. Accordingly, an OBO will not receive copies of the proxy-related materials and related documents unless the OBO's intermediary assumes the cost of delivery.

Meeting Materials Received by OBOs from Intermediaries:

The Corporation has distributed copies of the Meeting Materials to intermediaries for distribution to OBOs. Intermediaries are required to deliver these materials to all OBOs of the Corporation who have not waived their rights to receive these materials, and to seek instructions as to how to vote the Common Shares. Often, intermediaries will use a service company (such as Broadridge Financial Solutions, Inc.) to forward the Meeting Materials to OBOs.

OBOs who receive Meeting Materials will typically be given the ability to provide voting instructions in one of two ways:

Usually, an OBO will be given a VIF which must be completed and signed by the OBO in accordance with the instructions provided by the intermediary. In this case, the mechanisms described above for Registered Shareholders cannot be used and the instructions provided by the intermediary must be followed.

Occasionally, an OBO may be given a proxy that has already been signed by the intermediary. This form of proxy is restricted to the number of Common Shares owned by the OBO but is otherwise not completed. This form of proxy does not need to be signed by the OBO but must be completed by the OBO and returned to Computershare in the manner described above for Registered Shareholders.

The purpose of these procedures is to allow OBOs to direct the proxy voting of the Common Shares that they own but that are not registered in their name. Should an OBO who receives either a form of proxy or a VIF wish to attend and vote at the Meeting in person (or have another person attend and vote on his or her behalf), the OBO should strike out the persons named in the form of Proxy as the proxy holder and insert the OBO's (or such other person's) name in the blank space provided or, in the case of a VIF, follow the instructions provided by the intermediary. **In either case,**

OBOs who received Meeting Materials from their intermediary should carefully follow the instructions provided by the intermediary.

To exercise the right to revoke a Proxy, an OBO who has completed a Proxy (or a VIF, as applicable) should carefully follow the instructions provided by the intermediary.

Proxies returned by intermediaries as "non-votes" because the intermediary has not received instructions from the OBO with respect to the voting of certain shares or, under applicable stock exchange or other rules, the intermediary does not have the discretion to vote those shares on one or more of the matters that come before the Meeting, will be treated as not entitled to vote on any such matter and will not be counted as having been voted in respect of any such matter. Common Shares represented by such "non-votes" will, however, be counted in determining whether there is a quorum.

Meeting Materials Received by NOBOs from the Corporation:

As permitted under NI 54-101, the Corporation has used a NOBO list to send the Meeting Materials directly to the NOBOs whose names appear on that list. If you are a NOBO and the Corporation's transfer agent, Computershare, has sent these materials directly to you, your name and address and information about your holdings of Common Shares of the Corporation have been obtained from the intermediary holding such shares on your behalf in accordance with applicable securities regulatory requirements.

As a result, any NOBOs of the Corporation can expect to receive a scannable VIF from Computershare. Please complete and return the VIF to Computershare in the envelope provided. Computershare will tabulate the results of the VIFs received from the Corporation's NOBOs and will provide appropriate instructions at the Meeting with respect to the Common Shares represented by the VIF's received by Computershare.

By choosing to send these materials to you directly, the Corporation (and not the intermediary holding Common Shares on your behalf) has assumed responsibility for (i) delivering these materials to you, and (ii) executing your proper voting instructions. The intermediary holding Common Shares on your behalf has appointed you as the proxyholder of such Common Shares, and therefore you can provide your voting instructions by completing the Proxy included with this Circular in the same way as a Registered Shareholder. Please refer to the information under the heading "*Registered Shareholders*" for a description of the procedure to return the Proxy, your right to appoint another person or company as your proxy to attend the Meeting, and your right to revoke the Proxy.

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

Notice-and-Access

The Corporation is not sending the Meeting Materials to Registered Shareholders or Non-Registered Shareholders using notice-and-access delivery procedures defined under NI 54-101 and National Instrument 51-102, *Continuous Disclosure Obligations*.

Exercise of Proxies

Where a choice is specified, the Common Shares represented by proxy will be voted for, withheld from voting or voted against, as directed, on any poll or ballot that may be called. **Where no choice is specified, the Proxy will confer discretionary authority and will be voted in favour of all matters referred to on the form of Proxy. The Proxy also confers discretionary authority to vote for, withhold from voting, or vote against amendments or variations to the matters identified in the Notice of Meeting and with respect to other matters not specifically mentioned in the Notice of Meeting but which may properly come before the Meeting.**

Management has no present knowledge of any amendments or variations to matters identified in the Notice of Meeting or any business that will be presented at the Meeting other than that referred to in the Notice of Meeting. However, if any other matters properly come before the Meeting, it is the intention of the persons named in the enclosed instrument appointing a proxy to vote in accordance with the recommendations of management of the Corporation.

Voting Shares

The authorized capital of the Corporation consists of an unlimited number of Common Shares, of which 135,229,107 are issued and outstanding as of the date hereof.

The board of directors of the Corporation ("**Board**" or "**Board of Directors**") has fixed the record date for the Meeting as the close of business on Monday, August 24, 2026 ("**Record Date**"). Only Shareholders of record as of the close of business on the Record Date will be entitled to vote at the Meeting. Shareholders entitled to vote shall have one (1) vote each on a show of hands and one (1) vote per Common Share on a poll.

Quorum

Two (2) persons present and each entitled to vote at the Meeting and authorized to cast at the Meeting in aggregate not less than ten percent (10%) of the total number of votes attaching to all shares of the Corporation carrying the right to vote will constitute a quorum at the Meeting.

Principal Shareholders

As of the date hereof, to the knowledge of the directors and executive officers of the Corporation, no person or company beneficially owns, or exercises control or direction over, directly or indirectly, ten percent (10%) or more of the voting rights attached to the outstanding Common Shares except as follows:

Name	Number of Common Shares Owned, Controlled or Directed[2]	Percentage of Common Shares
Wade Dawe [1]	20,421,609	15.1%

Notes:

(1) 13,221,609 of the Common Shares are held indirectly by Brigus Capital Inc. and Kelligrew Inc., companies controlled by Wade Dawe, and 7,200,000 are held directly.

(2) Based on public filings with securities regulatory authorities in Canada.

BUSINESS TO BE TRANSACTED AT THE MEETING

Presentation of Financial Statements

The financial statements of the Corporation for the fiscal year ended March 31, 2026, and the auditor's report thereon, are filed on SEDAR+ under the Corporation's profile and will be presented to the Shareholders at the Meeting.

Election of Directors

The Articles of Incorporation of the Corporation provide that the size of the Board must consist of not less than one (1) director and not more than ten (10) directors to be elected annually. Currently, the Board consists of three (3) directors.

The persons named in the list that follows are all of the persons proposed to be nominated as directors of the Corporation and all are, in the opinion of management, well qualified to direct the Corporation's activities for the ensuing year. They have all confirmed their willingness to serve as directors, if elected. The term of office of each director elected will be until the next annual meeting of the Shareholders or until the position is otherwise vacated.

Unless the Proxy specifically instructs the proxyholder to vote against the election of a Director, Common Shares represented by the proxies hereby solicited shall be voted for the election of the nominees whose names are set forth below. Management does not contemplate that any of these proposed nominees will be unable to serve

as a director of the Corporation, but if that should occur for any reason prior to the Meeting, the persons designated in the enclosed instrument appointing proxy will have the right to use their discretion in voting for a properly qualified substitute.

Name, City and Province of Residence	Principal Occupation	Director Since	Current Position(s) with the Corporation	Number of Common Shares Held (1)
Carl Sheppard Newfoundland, Canada	President and COO of Torrent Capital Ltd.; President and Managing Partner of Strategic Concepts Inc.	September 18, 2025	Director	1,481,250
Christopher Drysdale Khomas, Namibia	Chief Executive Officer of Antler Gold Inc.; Interim Chief Executive Officer of the Company	October 14, 2021	Chief Executive Officer and Director	240,000
Frances Wall Exeter, England	Professor of Applied Mineralogy at Camborne School of Mines	August 23, 2022	Director	Nil

Notes:
(1) The information as to shareholdings was provided by the proposed directors as of August 24, 2026.

Carl Sheppard – Director

For the past 35 years, Mr. Sheppard has led initiatives in economic development, corporate strategy, and resource sector consulting. Mr. Sheppard currently serves as President and Chief Operating Officer of Torrent Capital Ltd., a publicly traded investment issuer, and as President and Managing Partner of Strategic Concepts Inc., a boutique consultancy supporting the development of resource projects. Throughout his career, Mr. Sheppard has advised numerous resource companies, delivering advice across economic studies, strategic planning, cost-benefit analysis, and business development. His work has consistently focused on identifying and unlocking development opportunities in complex environments.

He also holds the role of Interim CEO at Argentia Capital Inc., a joint venture between Torrent Capital Ltd. and the Port of Argentia Inc., where he advises on infrastructure development and commercial expansion initiatives at one of Newfoundland's most strategic ports. Mr. Sheppard has held numerous governance roles, including officer, board director, and committee chair across both private and public enterprises. His academic credentials include a Master's in Development Economics from Dalhousie University, a Bachelor of Arts Honours in Economics from York University's Glendon College, and a Bachelor of Arts from Memorial University.

Christopher Drysdale – Director

Mr. Drysdale is an experienced professional with international experience in the mineral and exploration industry and currently serves as the Chief Executive Officer of Antler Gold Inc. (TSXV: ANTL), a gold exploration company focused on the acquisition and exploration of gold projects in Namibia. He has previously served as the Kenyan Country Manager for Stockport Exploration Inc., overseeing the operations for all aspects of its gold exploration and production activities throughout East Africa. Prior to that, Mr. Drysdale worked as a Field Exploration Geologist for Remote Exploration Services (Pty) Ltd., a geological consulting firm based out of South Africa servicing all aspects of the mineral industry. Mr. Drysdale has a progressive and diverse background with extensive work experience in Namibia and has been involved in various mineral projects throughout Africa.

Mr. Drysdale received a BSc in 2010 and is currently enrolled in an MBA program at the University of Stellenbosch.

Frances Wall – Director

Frances Wall is a Professor of Applied Mineralogy at Camborne School of Mines, University of Exeter, has a BSc in geochemistry from Queen Mary University of London and holds a PhD in rare earth-rich carbonatites from the University of London. She has over 30 years experience researching the geology and process mineralogy of global rare earth deposits and practically linking exploration stage studies to responsible sourcing outcomes. She has also led large consortium international research projects such as HiTech AlkCarb and SoS RARE and the 'Met4Tech' Circular

economy centre. She is currently Principal Investigator for the UK Research and Innovation-funded Critical Minerals Challenge Centre.

Prof. Wall is a member of the UK government Critical Minerals Expert Committee, the UKCAAR academic advisory committee to the Advanced Propulsion Centre and was named in the WIM UK '100 Global Inspirational Women in Mining' 2016 edition, awarded the William Smith Medal of the Geological Society of London for applied geoscience in 2019, an OBE in the UK New Years Honours list 2026 for services to Geoscience and Sustainable Resource Development and a lifetime achievement award at the UK Mining Conference in 2026.

Orders, Penalties and Bankruptcies

To the knowledge of the Corporation, no director to be nominated for election at the Meeting:

1) is at the date of this Circular, or has been, within 10 years before the date hereof, a director, chief executive officer or chief financial officer of any company (including the Corporation) that:

   i. was subject to an order that was issued while the proposed director was acting in the capacity as director, chief executive officer or chief financial officer; or

   ii. was subject to an order that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer,

2) is at the date of this Circular, or has been, within 10 years before the date hereof, a director or executive officer of any company (including the Corporation) that, while such nominee was acting in that capacity, or within a year of such nominee ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or

3) has, within 10 years before the date hereof, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of such nominee.

4) For the purposes of the above section, the term "order" means

   i. a cease trade order;
   ii. an order similar to a cease trade order; or
   iii. an order that denied the relevant company access to any exemption under securities legislation

that was in effect for a period of more than 30 consecutive days.

To the knowledge of the Corporation, as of the date hereof, no director nominated for election at the Meeting has been subject to:

1) 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

2) any other penalties or sanctions imposed by a court or regulatory body.

Appointment of Auditor

Manning Elliott LLP has been the auditor of the Corporation since its incorporation as a capital pool company and the auditor of the Resulting Issuer since the completion of its Qualifying Transaction on October 14, 2021. Management recommends the re-appointment of Manning Elliott LLP. The Shareholders will be asked at the Meeting to vote for the appointment of Manning Elliott LLP as auditor of the Corporation until the next annual meeting of Shareholders of the Corporation, at a remuneration to be fixed by the Board.

It is intended that all proxies received will be voted in favour of the appointment of Manning Elliott LLP as auditor of the Corporation, unless a Proxy contains instructions to withhold the same from voting. Greater than 50% of the votes of Shareholders present in person or by proxy are required to approve the appointment of Manning Elliott LLP as auditor of the Corporation.

Special Business - Annual Approval of the Corporation's Equity Compensation Plans

Equity Compensation Plan Information – the Stock Option Plan

The Corporation adopted a 10% "rolling" stock option plan (the "**Option Plan**"), which was approved by the shareholders on September 18, 2025. The rules of the TSX Venture Exchange ("**TSXV**") provide that a rolling stock option plan must be re-approved by shareholders every year.

The purpose of the Option Plan is to advance the interests of the Corporation by encouraging the directors, officers, employees and consultants of the Corporation to acquire Common Shares, thereby increasing their proprietary interest in the Corporation, encouraging them to remain associated with the Corporation and furnishing them with additional incentive in their efforts on behalf of the Corporation in the conduct of its affairs.

The following information is intended as a brief description of the Option Plan, and is qualified in its entirety by reference to the Option Plan itself, which is attached as Appendix A. In addition, upon request, the Corporation will promptly provide a copy of the Option Plan free of charge to any Shareholder. To request a copy of the Option Plan, Shareholders should contact Patrick McGrath, Corporate Secretary, at Suite 2001 - 1969 Upper Water Street, Purdy's Wharf Tower II, Halifax NS, B3J 3R7.

The Option Plan

The Option Plan is administered by the Board, but may be administered by a committee of the Board to which the Board has delegated its duties and powers under the Option Plan. Directors, officers, consultants and employees of the Corporation or its subsidiaries or affiliates, and employees of any person or company which provides management services to the Corporation or its subsidiaries or affiliates, are eligible to participate in the Option Plan.

The aggregate number of Common Shares reserved for issuance under the Option Plan, together with any other share compensation arrangements that the Corporation may adopt from time to time, including the Corporation's Deferred Share Unit Plan, shall be up to 10% of the issued and outstanding Common Shares of the Corporation at the time when options are granted. The number of options granted to a participant shall be determined by the Board, provided that:

(a) No person (and companies wholly owned by that person) may be granted options in any twelve-month period, together with any other share compensation arrangements that the Corporation may adopt from time to time, including the Corporation's Deferred Share Unit Plan, to purchase Common Shares exceeding 5% of the issued and outstanding Common Shares, calculated at the time of granting an option to such person, unless the Corporation has obtained disinterested shareholder approval in respect of such grant.

(b) The aggregate number of options granted to any one consultant in a twelve-month period, together with any other share compensation arrangements that the Corporation may adopt from time to time, including the Corporation's Deferred Share Unit Plan, must not exceed 2% of the issued and outstanding Common Shares, calculated at the time an option is granted to the consultant.

(c) The aggregate number of options granted all persons retained to provide investor relations activities must not exceed 2% of the issued and outstanding Common Shares in any twelve-month period, calculated at the time an option is granted to any such person.

The exercise price of options granted under the Option Plan will be determined by the Board, provided that the exercise price shall not be less than the discounted market price permitted by the TSXV.

The Board has the discretion to determine the time during which options will vest and the method of vesting. Unless the Board otherwise determines, options granted under the Option Plan will fully vest on the date of grant, except that

options granted to persons retained to provide investor relations activities are required to vest in stages over a minimum of twelve months with no more than one-quarter (¼) of the options vesting in any three-month period.

The maximum term of an option is 10 years. A participant's options will expire 90 days (or at the expiry of the term of the options, if earlier) after ceasing to act for the Corporation for any reason other than termination by the Corporation for cause and, in the case of termination for cause, the options will expire immediately. Upon the death of a participant, the participant's legal representatives will have one year in which to exercise the outstanding options, but not later than the expiry of the term of the options. Options are not transferable or assignable. Refer to Appendix A for further details on Option terms and expiry.

Subject to the requirements of the policies of the TSXV, obtaining any necessary regulatory approvals and the terms of the Option Plan, the Board has the discretion to amend or terminate the Option Plan or amend outstanding options. Shareholder approval will be required for any amendments to the Option Plan with respect to: (a) persons eligible to be granted options under the Option Plan; (b) the maximum percentage of Common Shares that are reserved for issuance under the Option Plan; (c) the limitations under the Option Plan on the number of options that may be granted to any one person or any category of persons; (d) the method for determining the exercise price of options; (e) the maximum term of options; and (f) the expiry and termination provisions applicable to options.

Existing Stock Options

As of August 24, 2026, the Corporation had 6,635,000 stock options outstanding under the Option Plan.

Annual Approval of the Option Plan

Policy 4.4 of the TSXV requires that rolling stock option plans must receive shareholder approval yearly, at the issuer's annual shareholders meeting. In accordance with Policy 4.4, Shareholders will be asked to consider and if thought fit, approve the following ordinary resolution approving, adopting and ratifying the Option Plan:

BE IT RESOLVED as an ordinary resolution of the Shareholders of the Corporation that:

1. the Option Plan, as included in its entirety in Appendix A to the Corporation’s management information circular dated August 24, 2026, is hereby ratified, confirmed and approved;

2. the form of the Option Plan may be amended in order to satisfy the requirements or requests of any regulatory authorities without requiring further approval of the Shareholders; and

3. any one of the directors or officers of the Corporation is hereby authorized to take all such actions and execute and deliver all such documents as are necessary or desirable for the implementation of this resolution.

The directors of the Corporation believe the Option Plan is in the Corporation's best interests and recommend that the Shareholders approve the Option Plan. **It is intended that all proxies received will be voted in favour of approving the Option Plan, unless a proxy contains instructions to vote against. Greater than 50% of the votes of Shareholders present in person or by proxy are required to approve the Option Plan.**

Equity Compensation Plan Information – the Deferred Share Unit Plan

The Board has a deferred share unit plan (the “**DSU Plan**”) that was approved by the Shareholders of the Corporation on September 18, 2025, which reserves 10% of the Corporation’s shares, together with any other share compensation arrangements that the Corporation may adopt from time to time, including the Option Plan, for issuance. As of the date of this report, no DSUs have been issued by the Corporation. Further particulars of the DSU Plan are described below.

The purpose of the DSU Plan is to allow the Company to (i) retain highly competent persons as directors, officers and key employees and consultants (an “**DSU Participant**”), (ii) allow such persons to participate in the long-term success of the Company realized through their efforts, and (iii) promote a greater alignment of interests between the

participants designated under this Plan and the Shareholders of the Company, by awarding deferred share units (the "**DSUs**"). Investor relations service providers are not eligible to receive DSUs.

The following information is intended as a brief description of the DSU Plan, and is qualified in its entirety by reference to the DSU Plan itself, which is attached as Appendix B. In addition, upon request, the Corporation will promptly provide a copy of the DSU Plan free of charge to any Shareholder. To request a copy of the DSU Plan, Shareholders should contact Patrick McGrath, Corporate Secretary, at Suite 2001 - 1969 Upper Water Street, Purdy's Wharf Tower II, Halifax NS, B3J 3R7.

The DSU Plan will be administered by a Compensation Committee (the "**Committee**") to be appointed by the Board and will be subject to the supervision of the Board. Under the DSU Plan, the Compensation Committee will recommend the DSU Participants to whom an award should be made (an "**Award**") based on the DSU Participant's current and potential contribution to the success of the Company, subject to confirmation by the Board, and each approved Award will then be recorded in an account for the DSU Participant (the "**Account**"). The Compensation Committee will also determine (subject to confirmation by the Board at the time of the Award) the terms and conditions upon which an Award is made, including any vesting period or other conditions attached to the Award.

The Board has determined that the maximum number of common shares available for issuance upon the vesting of DSUs, combined with the number of common shares reserved for issuance under all other equity-based compensation arrangements of the Company (including the Company's Stock Option Plan), as follows:

(a) the total number of DSUs issuable at any time under this Plan to Insiders, when combined with all other Common Shares issuable to Insiders under any other equity compensation arrangements then in place, may not exceed 10% of the total number of issued and outstanding equity securities of the Corporation;

(b) the total number of DSUs that may be issued to Insiders during any 12 month period under this Plan, when combined with all other Common Shares issuable to Insiders under any other equity compensation arrangements then in place, may not exceed 10% of the total number of issued and outstanding equity securities of the Corporation;

(c) the number of DSUs issuable to any Eligible Participant, when combined with all other Common Shares issuable to such Insider under any other equity compensation arrangements then in place, may not exceed 5% of the total number of issued and outstanding equity securities of the Corporation;

(d) the total number of DSUs that may be issuable to any Eligible Participant during any 12 month period under this Plan, when combined with all other Common Shares issued to such Insider under any other equity compensation arrangements then in place, may not exceed 5% of the total number of issued and outstanding equity securities of the Corporation;

(e) The maximum aggregate number of Listed Shares of the Issuer that are issuable pursuant to all Security Based Compensation granted or issued in any 12 month period to any one Person must not exceed 5% of the Issued Shares of the Issuer, calculated as at the date any Security Based Compensation is granted or issued to the Person (unless the Issuer has obtained the requisite disinterested Shareholder approval); or

(f) The maximum aggregate number of Listed Shares of the Issuer that are issuable pursuant to all Security Based Compensation granted or issued in any 12 month period to any one Consultant may not exceed 2% of the Issued Shares of the Issuer, calculated as at the date any Security Based Compensation is granted or issued to the Consultant;

The vesting schedule of an award of DSUs will be 33.3% on the first anniversary of date of the Award, 33.3% on the second anniversary of the date of the Award and 33.4% on the third anniversary of the date of the Award.

After the DSU Participant's Termination Date (as defined in the DSU Plan), each vested DSU entitles the DSU Participant to receive, subject to adjustments as provided for in the DSU Plan, one common share for the equivalent thereof when the DSU is redeemed by the Company, provided that the DSU Participant was previously continuously employed by, or provided services to, the Company from the date of such Award to the Termination Date (as those terms are defined in the DSU Plan). The DSU Participant or the legal representative of the DSU Participant's estate may select up to five (5) separate irrevocable dates (each such date being a "**Settlement Date**") to redeem a portion or all of the number of the DSU's in the DSU Participant's Account in common shares of the Company. Subject to any conditions imposed by the Committee, each Settlement Date elected by a DSU Participant or the legal representative of the Participant's estate, as applicable, pursuant to the DSU Plan shall not be:

(a) before the later of: (i) 15 days after the date on which the election is filed with the Company, and (ii) 30 days after the DSU Participant's Termination Date; and

(b) later than December 15 of the calendar year commencing immediately after the DSU Participant's Termination Date.

In the event that no Settlement Date is specified by the DSU Participant or their legal representative, within the permissible period set out above, then the Settlement Date for such DSU Participant shall be a single Settlement Date, which shall be December 15 of the calendar year commencing immediately after such DSU Participant's Termination Date.

No DSUs may vest before the completion of the minimum one year vesting period. Acceleration of vesting is permitted only in connection with the death of an Eligible Participant or where an Eligible Participant ceases to be an Eligible Participant in connection with a change in control, take-over bid, Reverse Takeover or a similar transaction. DSUs must expire within a maximum of one year following an Eligible Participant ceasing to be an Eligible Participant.

Unless the Board determines otherwise, if the employment of a DSU Participant with the Company or a Related Entity (as defined the DSU Plan) is terminated with or without cause, or such DSU Participant resigns before a DSU has vested, the DSU Participant shall have no right to any common shares in respect of such DSU.

If a DSU Participant's employment or engagement with the Company or a Related Entity terminates before a DSU has vested due to Retirement (as defined in the DSU Plan) or disability, the Board may waive any vesting conditions and deliver such number of common shares as contemplated in the DSU Participant's Account. In the event of the death of a DSU Participant prior to the settlement of the DSUs credited to his or her Account, the Board shall, on the Settlement Date, cause to be delivered to the estate of the DSU Participant or such DSU Participant's Beneficiary, the number of vested common shares to which such DSU Participant would have been entitled.

DSUs may not be sold, transferred, assigned, pledged or otherwise encumbered or disposed of (other than to the DSU Participant's beneficiary or estate, as the case may be, upon the death of the DSU Participant), and any attempt to do so will be void and of no force or effect. DSUs track the value of the underlying common shares, but do not entitle the recipient to the underlying common shares until such DSUs are redeemed, nor do they entitle an DSU Participant to exercise voting rights or any other rights attaching to ownership or control of the common shares, until the DSU vests and the DSU Participant actually receives common shares, subsequent to the DSU Participant's Termination Date. Nothing contained in the DSU Plan, nor by the granting of any DSU's, will entitle a DSU Participant to any right to continued employment by the Company.

The existence of DSUs shall not affect in any way the right or power of the Company or its Shareholders to make or authorize any stock dividend, stock split, combination or exchange of shares, merger, consolidation, recapitalization, amalgamation, plan of arrangement, reorganization, spin-off or other distribution of the Company's assets to Shareholders or any other change affecting the common shares of the Company. However, such adjustments as are required to reflect such change shall be made with respect to each DSU Participant's Account, as the Committee in its discretion may deem appropriate to reflect such change. In addition, in the event that dividends are paid on the common shares of the Company, there shall be credited to the DSU Participant's Account that number of additional DSUs equal to: (a) the product of the aggregate number of DSUs credited to the DSU Participant's Account prior to the payment of the dividend, multiplied by the per share amount of such dividend (or, in the case of any dividend payable in property other than cash, the per share value of such dividend, as determined by the Board), divided by (b) the average of the bid and ask prices in respect of a common share of the Company on the date the dividend is declared.

The Company may from time to time impose trading blackouts during which some or all DSU Participants may not trade in the securities of the Company. In the event that a trading blackout is imposed by management or the Board, DSU Participants subject to the blackout are prohibited from buying, selling or otherwise trading in securities of the Company until such time as notice is formally given by the Company that trading may resume. If the Effective Date (as defined in the DSU Plan) of any Award falls within such a blackout period, it shall be automatically extended to the date which is five business days following the end of such blackout period.

The Board may, at any time and without the consent of any DSU Participant, terminate the DSU Plan upon written notice to each DSU Participant. Notwithstanding the termination of the DSU Plan, all amounts distributable under the DSU Plan shall be paid to the persons entitled thereto on the dates on which such distributions would have been made had the DSU Plan not been terminated.

Subject to certain limited exceptions, the Compensation Committee may from time to time amend the terms of Awards made under the DSU Plan, subject to confirmation by the Board and the obtaining of any required regulatory or other approvals and, if any such amendment will adversely affect the rights of an DSU Participant with respect to an Award, the obtaining of the written consent of such DSU Participant to such amendment.

Without limiting the generality of the foregoing, the Board may make the following amendments to the DSU Plan without obtaining shareholder approval:

(a) Amendments to the terms and conditions of the DSU Plan necessary to ensure that the DSU Plan complies with the applicable laws, regulations, rules, orders of governmental or regulatory authorities or the requirements of the TSX Venture Exchange in place from time to time;

(b) Amendments to the provisions of the DSU Plan respecting administration of the DSU Plan and eligibility for participation under the DSU Plan;

(c) Amendments to the provisions of the DSU Plan respecting the terms and conditions on which Awards may be made pursuant to the DSU Plan;

(d) Amendments to the DSU Plan that are of a "housekeeping" nature; and

(e) Any other amendments, fundamental or otherwise, not requiring shareholder approval under applicable laws or applicable policies of the TSX Venture Exchange.

The Board may not, without the approval of the Company's Shareholders, make the following amendments to the DSU Plan:

(a) An increase to the DSU Plan maximum or the number of common shares reserved for issuance under the DSU Plan;

(b) Amendment provisions granting additional powers to the Board to amend the DSU Plan or entitlements thereunder;

(c) Extension of the termination or expiry of an Award or the removal or increase of insider participation limits; and

(d) A change to the definition of "Eligible Participant" under the DSU Plan.

Annual Approval of the DSU Plan

Policy 4.4 of the TSXV requires that rolling equity based compensation plans must receive shareholder approval yearly, at the issuer's annual shareholders meeting. In accordance with Policy 4.4, Shareholders will be asked to consider and if thought fit, approve the following ordinary resolution approving, adopting and ratifying the Corporation's DSU Plan:

BE IT RESOLVED as an ordinary resolution of the Shareholders of the Corporation that:

1. the DSU Plan, as included in its entirety in Appendix B to the Corporation's management information circular dated August 24, 2026, is hereby ratified, confirmed and approved;

2. the form of the DSU Plan may be amended in order to satisfy the requirements or requests of any regulatory authorities without requiring further approval of the Shareholders; and

3. any one of the directors or officers of the Corporation is hereby authorized to take all such actions and execute and deliver all such documents as are necessary or desirable for the implementation of this resolution.

The directors of the Corporation believe the DSU Plan is in Corporation's best interests and recommend that the Shareholders approve the DSU Plan. **It is intended that all proxies received will be voted in favour of approving the DSU Plan, unless a proxy contains instructions to vote against. Greater than 50% of the votes of Shareholders present in person or by proxy are required to approve the DSU Plan.**

Special Business – Approval of Name Change

Shareholders will be asked to consider and, if deemed advisable, to approve a special resolution in the form set out below to allow the Corporation to amend its articles in order to changes its name to Red Rock Resources Inc., or such other name as the Board may determine and that is acceptable to the Exchange and applicable regulatory authorities (the "Name Change Resolution"). The special resolution will also authorize the Board to elect not to proceed with, and abandon, the change of its name at any time if it determines, in its sole discretion to do so.

BE IT RESOLVED as a special resolution of the Shareholders of the Corporation that:

1. ReeXploration Inc. is hereby authorized to amend its articles to change its name from "ReeXploration Inc." to "Red Rock Resources Inc.", or such other name as may be approved by the Corporation's Board of Directors, subject to availability and regulatory approval;

2. notwithstanding that this resolution has been passed by the shareholders of the Corporation, the Board is hereby authorized and empowered to, without notice to or approval of the shareholders of the Corporation, at any time prior to the effective time of the change of its name, determine not to proceed with the change of name; and

3. any one of the directors or officers of the Corporation is hereby authorized to take all such actions and execute and deliver all such documents as are necessary or desirable for the implementation of this resolution.

The Board recommends that Shareholders vote FOR the Name Change Resolution. Proxies in favour of management's nominees will be voted FOR the approval of the Name Change Resolution in the absence of direction to the contrary from the Shareholders.

Special Business – Approval of Common Share Consolidation

The Board believes that it is in the best interests of the Corporation to approve the consolidation of its issued and outstanding Common Shares. A share consolidation could enhance their marketability for investment purposes, expand the Corporation's financing opportunities, and improve the liquidity of its Common Shares.

Although approval for the Share Consolidation is being sought at the Meeting, such a Share Consolidation would become effective at a date in the future to be determined by the Board when the Board considers it to be in the best interests of the Corporation to implement such a Share Consolidation, for example in order to facilitate a financing or a corporate transaction. The special resolution will also authorize the Board to elect not to proceed with, and abandon, the Share Consolidation at any time if it determines, in its sole discretion to do so. The Share Consolidation is subject to shareholder approval and to TSXV approval.

Proposed Consolidation

At the meeting, Shareholders will be asked to consider and approve, with or without modification, a special resolution (the "Special Resolution") authorizing and approving an amendment to the Articles of the Corporation under the Canada Business Corporations Act ("CBCA") to consolidate each issued and outstanding Common Share of the Corporation, on the basis of one new post-consolidation common share (a "Consolidated Share") for up to six (6) pre-consolidation Common Shares (the "Consolidation").

Implementation of the Consolidation

If the Special Resolution is approved by the Shareholders, the Corporation may file Articles of Amendment pursuant to the CBCA to give effect to the Consolidation. The Consolidation would become effective on the date shown on the Certificate of Amendment issued pursuant to the CBCA. The timing of the filing of Articles of Amendment will be determined by the Board in consultation with the TSX Venture Exchange, and will be announced in advance by press release. Implementation of the Consolidation remains subject to the Board deciding it wishes to proceed and the approval of the TSX Venture Exchange. The Special Resolution confers the authority on the Board to abandon the Consolidation if the Board considers it to be in the best interests of the Corporation.

Risks Association with the Consolidation

There can be no assurance that the market price of the Consolidated Shares will increase after the Consolidation. The market price of the Consolidated Shares could also be affected by the Corporation's financial and operational results, its financial position, including its liquidity and capital resources, industry conditions, the market's perception of the Corporation's business and other factors, which are unrelated to the number of shares outstanding.

The market price of the Consolidated Shares immediately following the implementation of the Consolidation would be expected to be approximately equal to the market price of the Common Shares prior to the implementation of the Consolidation multiplied by the consolidation ratio. However, there is no assurance that the anticipated market price immediately following the implementation of the Consolidation would be realized or, if realized, would be sustained or would increase. There is a risk that the total market capitalization of the Consolidated Shares (the market price of the Consolidated Shares multiplied by the number of Consolidated Shares outstanding) after the implementation of the Consolidation could be lower than the total market capitalization of the Common Shares prior to the implementation of the Consolidation.

The marketability and trading liquidity of the Consolidated Shares might not improve. Although the Corporation believes that establishing a higher market price for the Consolidated Shares could increase investment interest for the Consolidated Shares in the capital markets by potentially broadening the pool of investors that may consider investing in the Corporation, there is no assurance that implementing the Consolidation would achieve this result.

Principal Effects of the Consolidation

The Consolidation would not have a dilutive effect on the Corporation's shareholders since each shareholder would hold the same percentage of shares outstanding immediately following the Consolidation as such shareholder held immediately prior to the Consolidation. A consolidation will not affect the relative voting and other rights that accompany the Common Shares. The principal effects of the Consolidation could include the following:

- the fair market value of each Consolidated Share could increase and could, in part, form the basis upon which further Consolidated Shares or other securities of the Corporation would be issued;

- for illustration purposes only of a six (6)-for-one consolidation, on a pro forma basis, based on the number of issued and outstanding Common Shares as at August 24, 2026, the number of issued and outstanding pre-consolidation Common Shares would be reduced from 135,229,107 to 22,538,185 Consolidated Shares (excluding the effect of rounding up as disclosed below); the actual number of Consolidated Shares issued would ultimately depend on the number of Common Shares outstanding on the effective date;
- for illustration purposes only of a four (4)-for-one consolidation, on a pro forma basis, based on the number of issued and outstanding Common Shares as at August 24, 2026, the number of issued and outstanding pre-consolidation Common Shares would be reduced from 135,229,107 to 33,807,277 Consolidated Shares (excluding the effect of rounding up as disclosed below); the actual number of Consolidated Shares issued would ultimately depend on the number of Common Shares outstanding on the effective date
- the exercise prices and the number of Consolidated Shares issuable upon the exercise or deemed exercise of any stock options, warrants, or other convertible or exchangeable securities of the Corporation would be automatically adjusted in accordance with the terms of such securities based on the Consolidation ratio; and
- as the Corporation currently has an unlimited number of Common Shares authorized for issuance, the Consolidation will not have any effect on the number of Consolidated Shares of the Corporation available for issuance.

Effect on Fractional Shares

No fractional shares will be issued, and no cash consideration would be paid, under the Consolidation. Persons otherwise entitled to receive a fractional Consolidated Share would instead receive the Consolidated Shares rounded up to the nearest whole Consolidated Share.

Effect on Share Certificates

The vast majority of the Corporation's Shareholders are Beneficial Shareholders whose Common Shares are held for them by a depository, broker or other intermediary in an electronic or book-based system. The Consolidation will be reflected directly in the electronic book-based system. No action will be required by Beneficial Holders as a result of the Consolidation.

There are a limited number of registered holders of Common Shares who will be required to exchange their certificates or direct registration statements representing pre-consolidation Common Shares for new certificates or direct registration statements representing Consolidated Shares. A letter of transmittal that contains instructions on how to surrender Common Share certificates or direct registration statements to the transfer agent, Computershare Investor Services Inc., will be sent separately to registered Shareholders. Until surrendered, each certificate or statement representing pre-consolidation Common Shares would be deemed to represent the number of whole Consolidated Shares to which the holder is entitled resulting from the Consolidation.

No Dissent Rights

Under the CBCA, Shareholders are not entitled to exercise any dissent rights with respect to the proposed Consolidation.

Accounting Consequences

If the Consolidation is implemented, net income or loss per share and other per share amounts will be increased because there will be fewer shares issued and outstanding. In future financial statements, net income or loss per share and other per share amounts for periods ending before the Consolidation took effect would be recalculated to give retroactive effect to the Consolidation to the beginning of the financial reporting period for which the Consolidation applies.

All references to Common Shares in this document are to pre-Consolidation Common Shares unless otherwise indicated. Share numbers and per share calculations in this document have not been adjusted to reflect the Consolidation.

Interests of Directors and Executive Officers in the Consolidation

The Corporation's directors and executive officers, and their associates, have no substantial interest, directly or indirectly, in the matters set forth in the Consolidation proposal except to the extent of their ownership of Common Shares, or options for Common Shares underlying share-based compensation.

Special Resolution

The CBCA requires that any change in the number of shares of any class of shares of a corporation into a different number of shares of the same class must be approved by a special resolution of the shareholders of that corporation, being a majority of not less than two-thirds of the votes cast by the shareholders who voted in respect of that resolution in person or by proxy at the Meeting. The text of the Special Resolution to be voted on at the Meeting by the Shareholders is set forth below:

BE IT RESOLVED as a special resolution of the Shareholders of the Corporation that:

1. the Board of Directors (the "Board") be and is hereby authorized for and on behalf of the Corporation, to amend the Articles of the Corporation to change the number of issued and outstanding common shares of the Corporation by consolidating the issued and outstanding common shares on the basis of one (1) new common share for up to six (6) existing common shares (the "Consolidation");

2. if the Consolidation would otherwise result in a holder of common shares holding a fraction of a common share, such holder shall receive a whole common share for such fraction;

3. the implementation of the Consolidation shall only become effective at a future date as determined by the Board if and when the Board considers it to be in the best interests of the Corporation to implement a Consolidation;

4. notwithstanding that this resolution has been passed by the shareholders of the Corporation, the Board is hereby authorized and empowered to, without notice to or approval of the shareholders of the Corporation, at any time prior to the effective time of the Consolidation, determine not to proceed with the Consolidation; and

5. any director or officer of the Corporation be and is hereby authorized, for and on behalf of the Corporation, to execute and deliver or cause to be delivered Articles of Amendment to the Director under the Canada Business Corporations Act.

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

No person who has been a director or executive officer of the Corporation, since incorporation as a capital pool company or since the completion of its Qualifying Transaction on October 14, 2021, nor any proposed nominee for election as a director, nor any associate of the foregoing, has any material interest, direct or indirect, by way of beneficial ownership of securities of the Corporation or otherwise, in matters to be acted upon at the Meeting other than:

a) the election of directors; and

b) as directors and officers, they are eligible to receive awards under the Corporation's stock option plan and the Deferred Share Unit Plan

EXECUTIVE COMPENSATION

Director and Named Executive Officer Compensation

The following table sets forth the information required under Form 51-102F6V, *Statement of Executive Compensation – Venture Issuers* ("**Form 51-102F6V**") regarding all compensation paid, payable, awarded, granted, given, or otherwise provided during the Corporation's most recently completed financial year to all persons acting as directors or as "**Named Executive Officers**" or "**NEOs**".

The following persons are Named Executive Officers of the Corporation under Form 51-102F6V:

(a) the Corporation's chief executive officer ("**CEO**");

(b) the Corporation's chief financial officer ("**CFO**");

(c) in respect of the Corporation and its subsidiaries, the most highly compensated executive officer other than the CEO and CFO at the end of the most recently completed financial year whose total compensation was more than $150,000 for that financial year; and

(d) any additional individuals who would have been an NEO under (c) except that the individual was not an executive officer of the Corporation, nor acting in a similar capacity, at the end of the most recently completed financial year.

For the year ended March 31, 2026, the Corporation had three NEOs. Mr. Christopher Drysdale serves as the Corporation's CEO. Mr. Robert Randall served as the Corporation's CFO until Mr. Patrick McGrath's appointment as CFO effective August 26, 2025.

Currency

All references to "$" or "dollars" in this Information Circular are in Canadian dollars unless otherwise noted.

Table of compensation excluding compensation securities

Name and position	Fiscal Year	Salary, consulting fee, retainer or commission ($)	Bonus ($)	Committee or meeting fees ($)	Value of perquisites ($)	Value of all other compensation ($)	Total compensation ($)
Christopher Drysdale, Director and President and CEO [1]	2026	85,500	-	-	-	-	85,500
	2025	54,000	-	-	-	-	54,000
Patrick McGrath, CFO[2]	2026	33,000	-	-	-	-	33,000
Robert Randall, CFO[2]	2026	12,688	-	-	-	-	12,688
	2025	34,713	-	-	-	-	34,713
Todd Burlingame, President and CEO [1]	2025	30,000	-	-	-	-	30,000
Carl Sheppard, Director[4]	2026	-	-	-	-	-	-
Frances Wall, Director[4]	2026	-	-	-	-	-	-
	2025	-	-	-	-	-	-
John Philpott, Former Director[3]	2025	-	-	-	-	-	-
Ken Marshall, Former Director[3]	2025	-	-	-	-	-	-
James Megann, Former Director [3]	2025	-	-	-	-	-	-

Notes:

(1) Mr. Burlingame served as the President and CEO of the Corporation from July 17, 2023 until April 26, 2024. He provided CEO services to the Corporation through Kee Scarp Ltd (**"Kee Scarp**"), a company controlled by Mr. Burlingame. Effective April 26, 2024, Mr. Drysdale was appointed President and CEO. Mr. Drysdale has been a Director of the Corporation since the completion of its Qualifying Transaction on October 14, 2021.

(2) Mr. Randall has served as an officer of the Corporation since the completion of its Qualifying Transaction on October 14, 2021 until August 26, 2025. He provided CFO services to the Corporation through Randall Consulting Inc. ("**RCI**"), a company controlled by Mr. Randall. Effective August 26, 2025, Mr. Patrick McGrath was appointed CFO of the Corporation. Mr. McGrath provides services through Kilkeel Capital Inc. ("**Kilkeel**"), a company controlled by Mr. McGrath.

(3) Mr. Megann was elected as a Director and as the Corporation's interim CEO on September 27, 2022. Mr. Philpott and Mr. Marshall were appointed as Directors of the Corporation upon completion of the Qualifying Transaction on October 14, 2021. Mr. Megann, Mr. Philpott and Mr. Marshall did not stand for re-election as directors of the Corporation at the September 18, 2025 annual and special meeting of shareholders.

(4) Ms. Frances Wall was appointed as a Director of the Corporation on August 23, 2022, and Mr. Carl Sheppard was appointed as a Director of the Corporation on September 18, 2025.

Stock Option Plans and Other Incentive Plans

For a description of the Option Plan and the DSU Plan, see "*Business to be Transacted at the Meeting – Annual Approval of the Corporation's Equity Compensation Plans*", with a full copy of the Stock Option Plan outlined in Appendix A and a full copy of the DSU Plan outlined in Appendix B.

Employment, Consulting and Management Agreements

Until April 26, 2024, Todd Burlingame provided services as the Corporation's President and CEO through Kee Scarp Ltd, a company controlled by Mr. Burlingame. The Corporation or Kee Scarp could terminate the Kee Scarp Consulting Agreement at any time on one month's notice. The Kee Scarp Consulting Agreement was terminated on April 26, 2024, with a termination fee of $15,000 payable by the Corporation.

Oversight and Description of Director and Named Executive Officer Compensation

The Corporation's Board of Directors is responsible for the oversight of the Corporation's strategy, policies and programs for the compensation and development of senior officers and directors.

Named Executive Officer Compensation

The Corporation does not currently have a formal executive compensation program in place. Named Executive Officers are eligible to receive options pursuant to the Option Plan at the discretion of the Board. In determining the salary and other compensation of the CEO and the CFO, as well as option grants for NEOs, the Board conducts an informal survey of comparable data from similar public companies taking into account the size, financial strength and level of activity of the Corporation. The CFO provides services to the Corporation under the Agreement with Kilkeel.

Director Compensation

The Corporation does not pay its non-management board members an annual retainer fee. Directors are eligible to receive options pursuant to the Option Plan or deferred share units pursuant to the DSU Plan at the discretion of the Board. Directors are entitled to be reimbursed for travel and other out-of-pocket expenses incurred for attendance at directors' meetings but are not compensated for travel time in connection with attendance at the board meetings. For the year ended March 31, 2026, no cash-based compensation was paid to Directors for serving on the Board.

Stock Option Awards – Directors and Named Executive Officers

The Corporation granted the following stock options to directors and NEOs during the year ended March 31, 2026. No stock options were issued during the year ended March 31, 2025.

Name and position	Type of compensation security	Number of compensation securities issued (#)[3] and percentage of class[4]	Date of grant	Exercise Price ($)	Closing price of underlying security on date of grant ($)	Closing price of underlying security at year end ($)[1]	Expiry date
Christopher Drysdale, CEO and Director	Stock options	750,000 11.3%	September 18, 2025	$0.10	$0.095	$0.13	September 18, 2030
Patrick McGrath, CFO[2]	Stock options	350,000 5.3%	September 18, 2025	$0.10	$0.095	$0.13	September 18, 2030
Robert Randall, former CFO[2]	Stock options	100,000 1.5%	September 18, 2025	$0.10	$0.095	$0.13	September 18, 2027

Carl Sheppard, Director	Stock options	400,000 6.0%	September 18, 2025	$0.10	$0.095	$0.13	September 18, 2030
Frances Wall, Director	Stock options	100,000 1.5%	September 18, 2025	$0.10	$0.095	$0.13	September 18, 2030

Notes:
1) Based on the March 31, 2026 closing price of the Corporation's common shares on the TSX-V. The options issued vest over two years from the date of grant, with 50% vesting after 12 months, 25% vesting after 18 months, and 25% vesting after 24 months.
2) Mr. Randall was the Corporation's CFO until Mr. McGrath's appointment as CFO on August 26, 2025.
3) The number of underlying securities is equal to the number of compensation securities issued.
4) As a percentage of the 6,635,000 stock options outstanding as at March 31, 2026.

Stock Options Held

The following table sets forth the number stock options held by directors and NEOs as at March 31, 2026:

Name and position	Number of stock options held (#)	Number of underlying securities related to stock options held (#)	Percentage of class [(1)]
Christopher Drysdale, CEO and Director	1,100,000	1,100,000	16.6%
Patrick McGrath, CFO	350,000	350,000	5.3%
Robert Randall, former CFO	350,000	350,000	5.3%
Carl Sheppard, Director	400,000	400,000	6.0%
Frances Wall, Director	300,000	300,000	4.5%

Notes:
1) As a percentage of the 6,635,000 stock options outstanding at March 31, 2026. 42% of the Corporation's outstanding stock options were exercisable at March 31, 2026 at a weighted-average exercise price of $0.22 per share.

Option Re-pricings

The Corporation did not re-price or otherwise modify any stock options during the year ended March 31, 2026.

Long-Term Incentive Plan and Pension Plans

The Corporation does not currently have a long-term incentive plan or pension plan for directors or executive officers, other than the Corporation's Stock Option Plan and the DSU Plan. No DSUs have been issued to the date of this Information Circular.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The Stock Option Plan and the DSU Plan are the equity compensation plans adopted by the Corporation. The following table sets out information as of March 31, 2026, with regard to outstanding stock options and Common Shares authorized for issuance under the Option Plan. No DSUs have been issued by the Corporation as at March 31, 2026 or the date of this Information Circular.

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	6,635,000	$0.22	6,887,911[(1)]
Total:	**6,635,000**	**$0.22**	**6,887,911**

Notes:

(1) This number equals 10% of the total issued and outstanding Common Shares on March 31, 2026 (which was 135,229,107) less the number of Common Shares reported under Column (a) above.

For a description of the Option Plan and the DSU Plan, see "*Business to be Transacted at the Meeting – Annual Approval of the Corporation's Equity Compensation Plans*".

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Except as disclosed below, none of the directors, executive officers or principal shareholders of the Corporation, or associates or affiliates of any of these persons, had any material interest, direct or indirect, in any transaction since September 18, 2025, or in any proposed transaction which, in either case, has materially affected or would materially affect the Corporation or any of its subsidiaries.

MANAGEMENT CONTRACTS

The Company has a services agreement with Numus Financial Inc. ("Numus"), a related party company owned by significant shareholders of the Company for the provision of consulting services, controller services, rent and other office costs, at a total fee of $12,200 per month and continuing until both parties mutually agree to terminate. Service fees are incurred on a cost recovery basis and include general and administration charges such as utilities and accounting services of the Company.

As outlined in the services agreement effective October 15, 2021, if the services agreement is cancelled by the Company without just cause (as defined in the agreement), a break fee of eighteen (18) months of remuneration, being $144,000, will be payable to Numus, in addition to the service fees applicable for the 90-day notice period. If the controller services are cancelled by the Company without just cause, a break fee of six (6) months of remuneration, being $15,000, will be payable to Numus, in addition to the service fees applicable for the 90-day notice period. If the office services are cancelled by the Company without just cause, a break fee of six (6) months of remuneration, being $10,200, will be payable to Numus, in addition to the service fees applicable for the 90-day notice period. Numus also will have a right of first refusal to act as an advisor on a ReeXploration Inc. transaction for a fee of 1.25% of the value of the transaction.

Other than as noted above, no management functions of the Corporation were, to any substantial degree, performed by a person or company other than the directors or executive officers (or private companies controlled by them, either directly or indirectly) of the Corporation during the most recently completed financial year.

CORPORATE GOVERNANCE

The Board endorses the efforts of the securities commissions or similar regulatory authorities across Canada in continuing the evolution of good corporate governance practices. The Board is committed to adhering to the highest standards in all aspects of its activities.

The corporate governance practices described below are subject to change as the Corporation evolves. Some of its practices are representative of its junior size; however, the Corporation has undertaken to periodically monitor and refine such practices as the size and scope of its operations increase. The Board shall remain sensitive to corporate governance issues and shall continuously seek to set up the necessary measures, control mechanisms and structures to ensure an effective discharge of its responsibilities without creating additional undue overhead costs and reducing the return on shareholders' equity.

Board of Directors

The Board proposed for election is currently comprised of three (3) directors, two of whom are "independent" within the meaning of National Instrument 52-110, *Audit Committees* ("**NI 52-110**"). Directors are considered to be independent if they have no direct or indirect material relationship with the Corporation. A "material relationship" is a relationship which could, in the view of the Corporation's board of directors, be reasonably expected to interfere with the exercise of the directors' independent judgment. In addition, certain individuals, by definition, are deemed to have a "material relationship" with the Corporation and therefore are deemed not to be independent.

Frances Wall and Carl Sheppard are considered independent of the Corporation. Christopher Drysdale is not independent as he serves as the Corporation’s President and CEO as of the date of this report.

The Board of Directors meets throughout the year, usually at least once per calendar quarter. The frequency of the meetings and the nature of the meeting agendas are dependent on the nature of the business and affairs which the Corporation faces from time to time. The independent directors are given the opportunity to meet separately at the end of each meeting of the Board of Directors, but do not hold regularly scheduled meetings at which non-independent directors and members of management are not in attendance. Having considered the current size of the Board of Directors, the number of independent directors on the Board of Directors and the experience of the independent directors with other reporting issuers, the Board of Directors believes that separate meetings of the independent directors provide sufficient independent oversight.

Directorships

The following director nominations of the Corporation are presently serving as directors of other reporting issuers:

Director	Name of Other Reporting Issuer
Carl Sheppard	Torrent Capital Ltd.

Orientation and Continuing Education

The Board has an informal program for the orientation and education of new recruits to the Board of Directors. The Corporation ensures that all new directors meet with management and incumbent directors and are provided with written materials that provide background as to the Corporation’s business and outline the securities law obligations and restrictions on members of the Board of Directors and the Corporation.

The Board of Directors endeavours to facilitate continuing education for directors to ensure they keep up to date on changing governance issues and requirements and legislation or regulations in their field of experience and maintain the skills and knowledge necessary to meet their obligations as directors of the Corporation.

Ethical Business Conduct

Through the Board's ongoing supervision of the Corporation's business and affairs, the directors encourage and promote a corporate culture of ethical business conduct. In 2021, the Board of Directors adopted a Code of Business Conduct and Ethics (the "**Code**") which all board members, officers and employees of the Corporation must be familiar with and comply with. The Code is published on the Corporation's website at www.rareearthexploration.com. The Board believes that the fiduciary duties and restrictions applicable to real or potential conflicts of interest placed on directors and officers by corporate legislation and the common law, together with the Code, are sufficient to ensure that the directors and officers act in the best interests of the Corporation.

The Corporation also adopted a Safety and Environmental Policy which recognizes that maintenance of environmental quality is vital to the Corporation's existence, progress, and continued development. The Corporation will maintain high environmental standards limited only by technical and economic feasibility.

The Corporation also has adopted a Whistleblower Policy which establishes procedures for (a) the receipt, retention, and treatment of complaints received by the Corporation regarding accounting, internal accounting controls, auditing matters or violations to the Code; and (b) the submission by employees of the Corporation, on a confidential and anonymous basis, of concerns or complaints about the accuracy, fairness or appropriateness of any of the Corporation's accounting policies or financial reports or violations to the Code.

Certain of the Corporation's directors serve as directors or officers of other reporting issuers or have significant shareholdings in other companies. To the extent that such other companies may participate in business ventures in which the Corporation may participate, the directors may have a conflict of interest in negotiating and concluding terms respecting the extent of such participation. In the event that such a conflict of interest arises at a meeting of the Board, a director who has such a conflict will abstain from voting for or against the approval of such participation or such terms and such director will not participate in negotiating and concluding terms of any proposed transaction. In addition, any director or officer who may have an interest in a transaction or agreement with the Corporation is required to disclose such interest and abstain from discussions and voting in respect to same if the interest is material or if required to do so by corporate or securities law.

Nomination of Directors

The Board has not appointed a nominating committee and does not have a formal process for identifying new candidates for Board nomination. When required, the Board will identify potential candidates for Board membership and make recommendations for nomination based on an individual's character, integrity, judgment and record of achievement and any other qualifications which would add to the Board's decision-making process and enhance the overall management of the Corporation's business.

Compensation

Remuneration of the executive officers of the Corporation is determined by the Board. The Board also administers the Corporation's Option Plan and DSU Plan, including any option grants or DSU grants to the directors and officers. At this stage in the Corporation's development, the Corporation has not adopted a formal compensation plan. The Corporation intends to conduct an informal survey of comparable data in small public companies taking into account the size as well as the level of activity of the Corporation to use as a reference when determining future salaries, compensation and equity compensation grants for the Corporation's executive officers and directors.

Diversity of Board and Management

The *Canada Business Corporations Act*, which governs the Corporation, has been recently amended to require the Corporation to disclose the number and percentage of Board seats and senior management positions occupied by women, aboriginal peoples, persons with disabilities, and members of visible minorities. Currently one of the directors of the Corporation is female; however, the Corporation does not have a person in these other categories who serves on the Board (0%) and none (0%) in any senior management position. Due to its early stage of business development, the Corporation does not have a written policy relating to the identification and nomination of persons in such designated groups. The Board and management of the Corporation believe that diversity and inclusion is important to

the future development and success of the Corporation, and qualified candidates in such designated groups will certainly be welcomed and considered for positions on the Board and in senior management as the Corporation grows.

Audit Committee

Audit Committee's Charter

The Audit Committee has a written charter, a copy of which is included in Appendix C.

Composition of the Audit Committee

The members of the Audit Committee are currently Carl Sheppard, Frances Wall and Christopher Drysdale. Mr. Sheppard and Prof. Wall are independent as such term is defined in NI 52-110. Mr. Drysdale is not considered independent, as he is currently the Corporation's CEO.

The Corporation is of the opinion that all three members of the Audit Committee are "financially literate" as such term is defined in NI 52-110.

Relevant Education and Experience

For a summary of the education and experience of each Audit Committee member relevant to their responsibilities on the Audit Committee, see their biographies included under "*Business to be Transacted at the Meeting – Election of Directors*".

Reliance on Certain Exemptions

At no time since incorporation has the Corporation relied upon the exemptions in section 2.4 of NI 52-110 (*De Minimis Non-audit Services),* subsection 6.1.1(4) of NI 52-110 (*Circumstance Affecting the Business or Operations of the Venture Issuer*), subsection 6.1.1(5) of NI 52-110 (*Events Outside Control of Member*), subsection 6.1.1(6) of NI 52-110 (*Death, Incapacity or Resignation*) or an exemption from NI 52-110, in whole or in part, granted under Part 8 (*Exemption*) of NI 52-110. The Corporation is relying on the exemption set out in section 6.1 of NI 52-110 applicable to venture issuers.

Pre-Approval Policies and Procedures

Except as otherwise set forth in the Audit Committee charter, the Audit Committee has not adopted specific policies and procedures for the engagement of non-audit services.

External Auditor Services Fees

Manning Elliott LLP are the auditors of ReeXploration Inc. as at March 31, 2026, and on a go-forward basis. The aggregate fees incurred for audit and non-audit services provided by Manning Elliott LLP for the financial years ended March 31, 2026 and 2025 are as follows:

Nature of Services	March 31, 2026 $	March 31, 2025 $
Audit Fees[(1)]	43,098	44,528
Audit-Related Fees[(2)]	-	-
Tax Fees[(3)]	-	-
All Other Fees[(4)]	-	-
Total	43,098	44,528

Notes:

(1) "Audit Fees" include fees necessary to perform the annual audit of the Corporation's financial statements. Audit Fees also include fees for review of tax provisions and for accounting consultations on matters reflected in the financial statements, including audit or other attest services required by legislation or regulation, such as comfort letters, consents, reviews of securities filings and statutory audits.
(2) "Audit-Related Fees" include services that are traditionally performed by the auditors, including employee benefit audits, due diligence assistance, accounting consultations on proposed transactions, internal control reviews and audit or attest services not required by legislation or regulation.
(3) "Tax Fees" include fees for all tax services other than those included in "Audit Fees" and "Audit-Related Fees". This includes fees for tax compliance, tax planning and tax advice.
(4) "All Other Fees" include other non-audit services.

Assessments

The responsibility for assessing directors on an ongoing basis is assumed in full by the Board and every director is entitled to bring the matter to the Board of Directors. The Board does not perform regular assessments; however, the Board believes that the size of the Corporation facilitates informal discussion and evaluation of the Board, its committees and its members.

Director Term Limits

The Corporation has not adopted director term limits for directors. However, the Chairman and/or lead independent director and the Board regularly assess the effectiveness and contribution of directors. The Corporation feels that its current governance system is sufficient to ensure that the Board from year to year is composed of directors with the appropriate knowledge and skills necessary to enhance the long-term performance of the Corporation. Furthermore, the Corporation recognizes the significant value that can be offered by long-serving directors, including the breadth of experience and familiarity with the Corporation and its industry of those members that have joined the Board. As such, the Corporation believes that it would not be best suited to the needs of the Corporation to adopt director terms limits or any formal board renewal mechanisms other than those already in place and discussed in this Circular.

Gender Diversity

The Corporation currently does not have a formal policy related to the representation of women on the Board or with the management team. However, the Board is aware of the benefit of diversity on the Board and within the management team of the Corporation.

The Corporation ensures there is a diverse Board, with a sufficient number of directors, to encourage a variety of opinions and insights on matters which come before the Board, while at the same time limiting its membership to a number of directors that facilitates effective and efficient decision-making. Recommendations concerning director appointments are based on merit and performance, with diversity taken into consideration. Diversity is considered advantageous as it relates to qualifications, insights and experiences.

The Board has not adopted targets regarding the representation of women on the Board and in executive officer positions due to the small size of the Corporation and the need to consider a balance of criteria in each individual appointment. It is important that each appointment to the Board or in executive officer positions be made based on the merits of the individual and the need of the Corporation at that point in time. In addition, targets based on specific criteria such as gender could limit the Board’s ability to ensure that the overall composition of the Board or management of the Corporation meets the needs of the Corporation. Currently one of the directors of the Corporation is female.

INDEBTEDNESS OF DIRECTORS AND SENIOR OFFICERS TO THE COMPANY

No director or senior officer of the Company, proposed management nominee for election as a director of the Company or associate or affiliate of any such director, senior officer or proposed nominee is or has been indebted to the Company or any of its subsidiaries at any time during the Company's last completed financial year, other than routine indebtedness.

PROPOSALS BY SHAREHOLDERS

Pursuant to the CBCA, resolutions intended to be presented by Shareholders for action at the next annual meeting must comply with the provisions of the CBCA and be deposited at the Corporation's head office not earlier than May 1, 2027 and not later than June 30, 2027, or such other time as may be prescribed under the CBCA, in order to be included in the management information circular relating to the next annual meeting.

ADDITIONAL INFORMATION

Additional information relating to the Corporation may be obtained from the Corporation's public disclosure found on the SEDAR+ website at www.sedarplus.ca. Financial information is provided in the Corporation's comparative annual financial statements and management discussion & analysis ("**MD&A**") for its most recently completed financial year. The financial statements and MD&A are available on SEDAR+ at www.sedarplus.ca.

To request copies of the Corporation's financial statements or MD&A, Shareholders may contact Patrick McGrath, CFO, at Suite 2001 - 1969 Upper Water Street, Purdy's Wharf Tower II, Halifax NS, B3J 3R7.

APPROVAL OF CIRCULAR

The contents and the sending of this Circular have been approved by the Board.

BY ORDER OF THE BOARD OF DIRECTORS, as of the 24th day of August, 2026.

(Signed) "Carl Sheppard"
Director

REEXPLORATION INC. – APPENDIX A

STOCK OPTION PLAN

1. **The Plan**

A stock option plan (the "**Plan**"), pursuant to which options to purchase common shares or such other shares as may be substituted therefor (the "**Shares**") in the capital of ReeXploration Inc. (the "**Corporation**") may be granted to the directors, officers, employees and consultants of the Corporation, is hereby established on the terms and conditions set forth herein.

2. **Purpose**

The purpose of this Plan is to advance the interests of the Corporation by encouraging the directors, officers, employees and consultants of the Corporation to acquire Shares, thereby: (i) increasing the proprietary interests of such persons in the Corporation; (ii) aligning the interests of such persons with the interests of the Corporation's shareholders generally; (iii) encouraging such persons to remain associated with the Corporation; (iv) furnishing such persons with an additional incentive in their efforts on behalf of the Corporation and attracting new directors, officers, employees and consultants.

3. **Administration**

(a) This Plan shall be administered by the board of directors of the Corporation (the "Board").

(b) Subject to the terms and conditions set forth herein, the Board is authorized to provide for the granting, exercise and method of exercise of Options (as defined in paragraph 3(d) below), all on such terms (which may vary between Options granted from time to time) as it shall determine. In addition, the Board shall have the authority to: (i) construe and interpret this Plan and all option agreements entered into hereunder; (ii) prescribe, amend and rescind rules and regulations relating to this Plan; and (iii) make all other determinations necessary or advisable for the administration of this Plan. All determinations and interpretations made by the Board shall be binding on all Participants (as hereinafter defined) and on their legal, personal representatives and beneficiaries.

(c) Notwithstanding the foregoing or any other provision contained herein, the Board shall have the right to delegate the administration and operation of this Plan, in whole or in part, to a committee of the Board or to the President or any other officer of the Corporation. Whenever used herein, the term "Board" shall be deemed to include any committee or officer to which the Board has, fully or partially, delegated responsibility and/or authority relating to the Plan or the administration and operation of this Plan pursuant to this Section 3.

(d) Options to purchase the Shares granted hereunder ("**Options**") shall be evidenced by (i) an agreement, signed on behalf of the Corporation and by the person to whom an Option is granted, which agreement shall be in such form as the Board shall approve, or (ii) a written notice or other instrument, signed by the Corporation, setting forth the material attributes of the Options.

4. **Shares Subject to Plan**

(a) Subject to Section 15 below, the securities that may be acquired by Participants upon the exercise of Options shall consist of authorized but unissued Shares. Whenever used herein, the term "Shares" shall be deemed to include any other securities that may be acquired by a Participant upon the exercise of an Option, the terms of which have been modified in accordance with Section 15 below.

(b) The aggregate number of Shares reserved for issuance under this Plan, together with any other share compensation arrangements that the Corporation may adopt from time to time, including the

Corporation's Deferred Share Unit Plan, is equal to ten percent (10%) of the issued and outstanding Shares, unless the Corporation receives the permission of the stock exchange or exchanges on which the Shares are then listed to exceed such threshold.

(c) If any Option granted under this Plan shall expire or terminate for any reason without having been exercised in full, any unpurchased Shares to which such Option relates shall be available for the purposes of the granting of Options under this Plan.

5. **Maintenance of Sufficient Capital**

The Corporation shall at all times during the term of this Plan ensure that the number of Shares it is authorized to issue shall be sufficient to satisfy the Corporation's obligations under all outstanding Options granted pursuant to this Plan.

6. **Eligibility and Participation**

(a) The Board may, in its discretion, select any of the following persons to participate in this Plan:

(i) directors of the Corporation;

(ii) officers of the Corporation;

(iii) employees of the Corporation; and

(iv) consultants of the Corporation, provided such consultants have performed and/or continue to perform services for the Corporation on an ongoing basis or are expected to provide a service of value to the Corporation;

(any such person having been selected for participation in this Plan by the Board is herein referred to as a "**Participant**"). The Corporation represents that directors, officers, employees and consultants granted Options under this Plan are bona fide directors, officers, employees and consultants of the Corporation.

(b) The Board may from time to time, in its discretion, grant an Option to any Participant, upon such terms, conditions and limitations as the Board may determine, including the terms, conditions and limitations set forth herein, provided that Options granted to any Participant shall be approved by the shareholders of the Corporation if the rules of any stock exchange on which the Shares are listed require such approval.

7. **Exercise Price**

The Board shall, at the time an Option is granted under this Plan, fix the exercise price at which Shares may be acquired upon the exercise of such Option provided that such exercise price shall not be less than that from time to time permitted under the rules of any stock exchange or exchanges on which the Shares are then listed. Disinterested shareholder approval will be obtained for any reductions in the exercise price or extension to the term if the Participant is an insider of the Corporation at the time of the proposed amendment.

8. **Number of Optioned Shares**

The number of Shares that may be acquired under an Option granted to a Participant shall be determined by the Board as at the time the Option is granted, provided that:

(a) the aggregate number of options granted to any one person (and companies wholly owned by that person), in a 12 month period, together with any other share compensation arrangements that the Corporation may adopt from time to time, including the Corporation's Deferred Share Unit Plan, must not exceed 5% of the issued shares of the Corporation, calculated on the date an option is

granted to the person (unless the Corporation has obtained the requisite disinterested Shareholder approval);

(b) the aggregate number of options granted to any one consultant in a 12 month period, together with any other share compensation arrangements that the Corporation may adopt from time to time, including the Corporation's Deferred Share Unit Plan, must not exceed 2% of the issued shares of the Corporation, calculated at the date an option is granted to the Consultant; and

(c) the aggregate number of options granted to all persons retained to provide investor relations activities must not exceed 2% of the issued shares of the Corporation in any 12 month period, calculated at the date an option is granted to any such Person.

9. **Term**

The period during which an Option may be exercised (the "**Option Period**") shall be determined by the Board at the time the Option is granted, subject to any vesting limitations which may be imposed by the Board in its sole unfettered discretion at the time such Option is granted and Sections 11, 12 and 16 below, provided that:

(a) no Option shall be exercisable for a period exceeding ten (10) years from the date the Option is granted, subject to extension permitted under the rules of any stock exchange or exchanges on which the Shares are then listed where the expiry falls within a period during which the Corporation, in accordance with restrictions imposed pursuant to the Company's internal trading policies as a result of the bona fide existence of undisclosed material information, prohibits Participants from exercising stock options (a "**blackout period**"), which will expire upon the general disclosure of the undisclosed material information;

(i) in the event of an extension of an Option due to a blackout period the expiry date of the affected Participant's Options will be extended to no later than ten (10) business days after the expiry of the blackout period;

(ii) the automatic extension of a Participant's Options is not permitted where the Participant or the Company is subject to a cease trade order (or similar order under Securities Laws) in respect of the Company's securities at the time of the expiry of the Option;

(b) no Option in respect of which shareholder approval is required under the rules of any stock exchange or exchanges on which the Shares are then listed shall be exercisable until such time as the Option has been approved by the shareholders of the Corporation;

(c) the Board may, subject to the receipt of any necessary regulatory approvals, in its sole discretion, accelerate the time at which any Option may be exercised, in whole or in part; and

(d) Options issued to consultants performing investor relations activities must vest in stages over a period of not less than 12 months with no more than 25% of the said Options vesting in any three month period.

10. **Method of Exercise of Option**

(a) Except as set forth in Sections 11 and 12 below or as otherwise determined by the Board, no Option may be exercised unless the holder of such Option is, at the time the Option is exercised, a director, officer, employee or consultant of the Corporation.

(b) Options that are otherwise exercisable in accordance with the terms thereof may be exercised in whole or in part from time to time.

(c) Any Participant (or his legal, personal representative) wishing to exercise an Option shall deliver to the Corporation:

(i) a written notice expressing the intention of such Participant (or his legal, personal representative) to exercise his Option and specifying the number of Shares in respect of which the Option is exercised; and

(ii) a cash payment, certified cheque or bank draft; representing the full purchase price of the Shares in respect of which the Option is exercised.

(d) Upon the exercise of an Option as aforesaid, the Corporation shall use reasonable efforts to forthwith deliver, or cause the registrar and transfer agent of the Shares to deliver, to the relevant Participant (or his legal, personal representative) or to the order thereof, a certificate or notice representing the aggregate number of fully paid and non-assessable Shares in respect of which the Option has been duly exercised.

11. **Ceasing to be a Director, Officer, Employee or Consultant**

(a) Subject to paragraph 11(b) below, if any Participant shall cease to hold the position or positions of director, officer, employee or consultant of the Corporation (as the case may be) for any reason other than death or permanent disability, his Option will terminate at 6:00 p.m. (Halifax time) on the earlier of the date of the expiration of the Option Period and 90 days after the date such Participant ceases to hold the position or positions of director, officer, employee or consultant of the Corporation as the case may be.

(b) if any Participant who is engaged in investor relations activities shall cease to be employed to provide investor relations activities for any reason other than death or permanent disability, his Option will terminate at 6:00 p.m. (Halifax time) on the earlier of the date of the expiration of the Option Period and 30 days after the date such Participant ceases to be employed to provide investor relations activities, or 12 months in the case of disability.

(c) if any Participant is terminated by the Corporation for cause, the options will expire immediately.

Neither the selection of any person as a Participant nor the granting of an Option to any Participant under this Plan shall: (i) confer upon such Participant any right to continue as a director, officer, employee or consultant of the Corporation, as the case may be; or (ii) be construed as a guarantee that the Participant will continue as a director, officer, employee or consultant of the Corporation, as the case may be.

12. **Death or Permanent Disability of a Participant**

In the event of the death or permanent disability of a Participant, any Option previously granted to him shall be exercisable until the end of the Option Period or until the expiration of 12 months after the date of death or permanent disability of such Participant, whichever is earlier, and then, in the event of death or permanent disability, only:

(a) by the person or persons to whom the Participant's rights under the Option shall pass by the Participant's will or applicable law; and

(b) to the extent that he was entitled to exercise the Option as at the date of his death or permanent disability.

13. **Rights of Participants**

No person entitled to exercise any Option granted under this Plan shall have any of the rights or privileges of a shareholder of the Corporation in respect of any Shares issuable upon exercise of such Option until such Shares have been paid for in full and issued to such person.

14. **Proceeds from Exercise of Options**

The proceeds from any sale of Shares issued upon the exercise of Options shall be added to the general funds of the Corporation and shall thereafter be used from time to time for such corporate purposes as the Board may determine and direct.

15. **Amalgamation, Consolidation or Merger**

(a) The number of Shares subject to this Plan shall be increased or decreased proportionately in the event of the subdivision or consolidation of the outstanding Shares of the Corporation, and in any such event a corresponding adjustment shall be made to the number of Shares deliverable upon the exercise of any Option granted prior to such event without any change in the total price applicable to the unexercised portion of the Option, but with a corresponding adjustment in the price for each Share that may be acquired upon the exercise of the Option.

(b) In the event that the Corporation shall amalgamate, consolidate with, or merge into another corporation, each Participant will thereafter receive, upon the exercise of such Participant's Options, the securities or property to which a holder of the number of Shares then deliverable upon the exercise of such Options would have been entitled to upon such amalgamation, consolidation, or merger and the Corporation will take steps in connection with such amalgamation, consolidation or merger as may be necessary to ensure that the provisions hereof shall thereafter be applicable, as near as reasonably may be, in relation to any securities or property thereafter deliverable upon the exercise of the Options granted herein. A sale of all or substantially all of the assets of the Corporation for a consideration (apart from the assumption of obligations) a substantial portion of which consists of securities shall be deemed a consolidation, amalgamation or merger for the purposes of this section.

(c) Adjustments under this Section 15 shall be made by the Board, whose determination as to what adjustments shall be made, and the extent thereof, shall be final, binding and conclusive. No fractional Shares shall he issued upon the exercise of an Option following the making of any such adjustment. Any share capital adjustments are subject to prior approval of the Exchange, except where they relate to consolidations or splits.

16. **Change of Control**

Notwithstanding the provisions of section 12 or any vesting restrictions otherwise applicable to the relevant Options, subject to the receipt of any necessary regulatory approvals, in the event of a change of control of the Corporation, each Participant, except those providing investor relation services, shall be entitled to exercise, in whole or in part, the Options granted to such Participant hereunder, either during the term of the Option or within 90 days after the date of the sale or change of control, whichever first occurs.

For the purpose of this Plan change of control of the Corporation means and shall be deemed to have occurred upon the acceptance by the holders of Shares of the Corporation, representing in the aggregate, more than 50 percent (50%) of all issued Shares of the Corporation, of any offer, whether by way of a takeover bid, for all or any of the outstanding Shares of the Corporation.

17. **General Restrictions**

No stock option shall be granted if:

(a) a stock option plan, together with any other share compensation arrangements that the Corporation may adopt from time to time, including the Corporation’s Deferred Share Unit Plan, could result at any time in:

(i) the number of Shares reserved for issuance under stock options granted to insiders exceeds ten percent (10%) of the issued Shares; or

(ii) the grant to insiders, within a 12 month period, of a number of options exceeds ten percent (10%) of the issued Shares; or

18. **Transferability**

All benefits, rights and Options accruing to any Participant in accordance with the terms and conditions of this Plan shall be non-transferable and non-assignable unless specifically provided herein. During the lifetime of a Participant, any Options granted hereunder may only be exercised by the Participant and in the event of the death or permanent disability of a Participant, by the person or persons to whom the Participant's rights under the Option pass by the Participant's will or applicable law.

19. **Amendment and Termination of Plan**

The Board may, at any time, suspend or terminate this Plan. The Board may also, at any time, amend or revise the terms of this Plan subject to the receipt of all necessary regulatory approvals, provided that no such amendment or revision shall alter the terms of any Options theretofore granted under this Plan.

20. **Necessary Approvals**

The Obligation of the Corporation to issue and deliver Shares in accordance with this Plan and Options granted hereunder is subject to applicable securities legislation and to the receipt of any approvals that may be required from any regulatory authority or stock exchange having jurisdiction over the securities of the Corporation. If Shares cannot be issued to a Participant upon the exercise of an Option for any reason whatsoever, the obligation of the Corporation to issue such Shares shall terminate and any funds paid to the Corporation in connection with the exercise of such Option will be returned to the relevant Participant as soon as practicable.

21. **Tax Withholding**

(a) The Corporation may be required by law to make source deductions in respect of Option benefits of a Participant (a "**Withholding Obligation**") and to remit to the applicable governmental authority on account of tax or other payroll deductions for such Participant an amount (the "**Withholding Amount**") calculated based on the value of the taxable benefit associated with the issuance of securities upon the exercise of the Options by such Participant. If the Corporation has a Withholding Obligation in respect of an exercise of Options by a Participant, then it is a condition to the issuance of securities upon exercise of such Options that the Participant shall pay to the Corporation, in addition to any other amounts payable in respect of the exercise of the Option, an amount of cash in respect of such source deductions as is reasonably determined by the Corporation to be the Withholding Amount. The Corporation may in its discretion waive this condition if other arrangements acceptable to the Corporation are made with the Participant to fund the Withholding Amount. Without limiting the generality of the foregoing, the Corporation may, in its sole discretion, agree with a participant that the Participant may fund the Withholding Amount by the Corporation lending the funds to the Participant on terms that may include repayment of the loan in whole or in part by the Participant authorizing the Corporation to withhold from the Participant's future compensation.

22. **Stock Exchange Rules**

This Plan and any option agreements entered into hereunder shall comply with the requirements from time to time of the stock exchange or exchanges on which the Shares are listed.

23. **Right to Issue Other Shares**

The Corporation shall not by virtue of this Plan be in any way restricted from declaring and paying stock dividends, issuing further Shares, varying or amending its share capital or corporate structure or conducting its business in any way whatsoever.

24. **Notice**

Any notice required to be given by this Plan shall be in writing and shall be given by registered mail, postage prepaid or delivered by courier or by facsimile transmission addressed, if to the Corporation, at its principal address as shown on its SEDAR profile; or if to a Participant, to such Participant at his address as it appears on the books of the Corporation or in the event of the address of any such Participant not so appearing then to the last known address of such Participant; or if to any other person, to the last known address of such person.

25. **Gender**

Whenever used herein words importing the masculine gender shall include the feminine and neuter genders and vice versa.

26. **Interpretation**

This Plan will be governed by and construed in accordance with the laws of the Province of Nova Scotia.

REEXPLORATION INC. – APPENDIX B

DEFERRED SHARE UNIT PLAN

PURPOSE

1.1 **Purpose.** The purpose of the Plan is to advance the interests of the Corporation and its Related Entities by retaining highly competent persons as Directors, Officers and Employees (as defined herein), to allow such persons to participate in the long-term success of the Corporation, and to promote a greater alignment of interests between the participants designated under this Plan and the shareholders of the Corporation.

1.2 **Effective Date.** This Plan shall become effective upon receipt of Board approval and any requisite regulatory approvals, as applicable.

DEFINITIONS

2.1 **Definitions.** In this Plan, unless the context otherwise requires, the following terms shall have the following meanings:

(a) "**Account**" means an account maintained for each Participant on the books of the Corporation, which will be credited with DSUs in accordance with the terms of this Plan;

(b) "**Administrator**" means the person or persons appointed from time to time by the Corporation to administer this Plan;

(c) "**Associate**" has the meaning assigned to it under the *Securities Act* (Nova Scotia);

(d) "**Award**" means a grant of DSUs to a Participant in accordance with Article 4 hereof;

(e) "**Beneficiaries**" means such individuals who, on the date of a Participant's death, are the persons designated in accordance with this Plan and applicable laws to receive the value of the DSUs credited to the Participant on the date of death, or where no such individuals have been validly designated by the Participant, or where the individuals so designated do not survive the Participant, the Participant's legal representative;

(f) "**Board**" means the board of directors of the Corporation, as constituted from time to time;

(g) "**business day**" means a day, other than Saturday, Sunday or a day on which the principal commercial banking institutions in Halifax, Nova Scotia are, or the Exchange is, closed;

(h) "**Committee**" means the Compensation Committee of the Board or such other committee of the Board comprised of members of the Board as the Board shall from time to time appoint to administer the Plan;

(i) "**Common Shares**" means the common shares of the Corporation as currently constituted or, in the event of an adjustment as contemplated by Article 9, such other shares or securities to which a Participant may be entitled or on which the value of an Award may be based, as a result of such adjustment;

(j) "**Corporation**" means ReeXploration Inc., and includes any successor thereof;

(k) "**Deferred Share Units**" or "**DSUs**" means a unit credited by means of a bookkeeping entry to the

account of an Eligible Participant in accordance with the provisions hereof, the value of which, on a particular date, shall be equal to the Market Price of one Common Share;

(l) "**Director**" means a member of the board of directors of the Corporation or any of its Related Entities;

(m) "**Eligible Participant**" means any Director, Officer, Consultant or Employee of the Corporation or any Related Entity determined by the Committee as eligible for participation in this Plan. The Corporation and Eligible Participant are responsible for ensuring and confirming that the Eligible Participant is a bona fide Director, Officer, Consultant or Employee of the Corporation. Investor relations service providers are not eligible to receive DSUs;

(n) "**Employee**" means an individual (other than a director or Officer) who:

(i) works for the Corporation or a Related Entity on a continuing and regular basis for a minimum of 15 hours per week providing services specified by the Corporation or the Related Entity and is subject to the control and direction of the Corporation or the Related Entity regarding both the method of performing or executing the services and the result to be effected,

(ii) works full-time for the Corporation or a Related Entity providing services normally provided by an employee and who is subject to the same control and direction by the Corporation or the Related Entity over the details and method of work as an employee of the Corporation or the Related Entity, and for whom income tax deductions are made at source, or

(iii) works for the Corporation or a Related Entity on a continuing and regular basis for a minimum of 15 hours per week providing services normally provided by an employee and who is subject to the same control and direction by the Corporation or the Related Entity over the details and method of work as an employee of the Corporation or the Related Entity, but for whom income tax deductions are not made at source;

(o) "**Exchange**" means the TSX Venture Exchange, or "**TSXV**", or such other stock exchange on which such Common Shares are listed and posted for trading as may be selected for such purpose by the Board;

(p) "**Insider**" has the meaning set out in the TSXV Corporate Finance Manual;

(q) "**Market Price**" as at any date in respect of the Common Shares means the volume- weighted average price of the Common Shares on the Exchange for the five (5) trading days immediately preceding such date, but if such Common Shares did not trade on such trading days, the Market Price shall be average of the bid and ask prices in respect of such Common Shares at the close of trading on such trading day;

(r) "**Officer**" means a senior officer of the Corporation or a Related Entity;

(s) "**Participant**" means an Eligible Participant who holds an Award under the terms of this Plan;

(t) "**Plan**" means this Deferred Share Unit Plan, as the same may be amended from time to time;

(u) "**Regulations**" means the *Income Tax Regulations* (Canada) as amended from time to time;

(v) "**Related Entity**" means with regard to the Corporation, a person that controls or is controlled by the Corporation or that is controlled by the same person that controls the Corporation;

(w) "**Retirement**" means withdrawal from the Participant's occupation or office with the Corporation or the Related Entity with no intention to return to the workforce;

(x) "**Securities Act**" means the *Securities Act* (Nova Scotia) as amended from time to time;

(y) "**Settlement Date**" has the meaning ascribed to it in Section 5.1 hereto;

(z) "**Tax Act**" means the *Income Tax Act* (Canada) as amended from time to time; and

(aa) "**Termination Date**" means the date on which for any reason a Participant ceases to be a Director, Officer or Employee of the Corporation, excluding any notice period awarded by the Corporation, or required by employment law or by court judgments and includes termination from the Board, termination of employment, voluntary resignation, Retirement from the workforce, permanent disability or death of a Participant.

ADMINISTRATION

3.1 **General.** The Plan shall be administered by the Committee, under the supervision of the Board. The Committee has full and complete authority to interpret, construe and administer the Plan, to establish, amend and rescind any rules and regulations relating to the Plan, and to make any other determinations and perform all other acts that it deems necessary or desirable for the administration of the Plan. The Committee may correct any defect or supply any omission or reconcile any inconsistency in the Plan in the manner and to the extent the Committee deems necessary or desirable. Any decision of the Committee in the interpretation, construction and administration of the Plan, or any action, all as described herein, shall lie within its sole and absolute discretion and shall be final, conclusive and binding on all parties concerned for all purposes. Notwithstanding the foregoing, all actions of the Committee shall be such that the Plan continuously meets the conditions of paragraph 6801(d) of the Regulations and any other applicable provincial tax laws and regulations, or any successor provisions thereto and shall be subject to all requisite Exchange, regulatory and/or shareholder approvals, as required from time to time.

3.2 **Delegation of Administration.** The Committee may delegate to one or more of its members or an Administrator such administrative duties as it may deem advisable, including without limitation delegation to an Administrator of the authority to acquire Common Shares through the facilities of the Exchange for delivery to Participants in settlement of DSUs in accordance with the Plan. Any Committee or Administrator to whom duties have been delegated as aforesaid may employ one or more persons to render advice with respect to any responsibility the Committee or any Administrator may have under the Plan.

3.3 **Limitation of Liability.** No member of the Committee or the Board shall be liable for any action or determination made in good faith pursuant to the Plan. To the full extent permitted by law, the Corporation shall indemnify and save harmless each person made, or threatened to be made, a party to any action or proceeding by reason of the fact that such person is or was a member of the Committee or is or was a member of the Board and, as such, is or was required or entitled to take action pursuant to the terms of the Plan. The expenses of administering the Plan shall be borne by the Corporation.

DEFERRED SHARE UNIT AWARDS

4.1 **Grants of DSUs.** Subject to the provisions of this Plan, the Committee may grant DSUs to Eligible Participants.

4.2 **Terms of DSUs.**

(a) The Committee shall designate the number of DSUs granted. The issue price for each DSU shall be

the Market Price of the Common Shares calculated as of the date of the Award.

(b) Subject to subsection 4.2(a) hereof, DSUs shall be granted on such terms as shall be determined by the Board and set out in the award agreement, a form of which is attached hereto as Schedule A. Without limiting the generality of the foregoing, subject to the provisions of this Plan, the Committee shall, in its sole discretion and from time to time, determine the Eligible Participants to whom Awards will be made based on its assessment, for each Participant, of the anticipated contribution of such Eligible Participant to the success of the Corporation. At such time, the Committee shall also determine, in connection with each Award, the effective date thereof, the number of DSUs to be allocated, the terms and conditions of vesting, and such other terms and conditions which the Committee considers appropriate to the Award in question, and which terms and conditions need not be identical as between any two Awards, whether or not contemporaneous.

(c) Notwithstanding any provisions of this Section 4.2, any Award and any determination made by the Committee in connection with any such Award shall be subject to confirmation by the Board.

4.3 **Maximum Number of Common Shares and Limitations.** The number of DSUs issuable under the Plan, when combined with the number of Common Shares issuable under all other equity based compensation arrangements of the Corporation, shall not exceed 10% of the issued and outstanding Common Shares as at the date of such Award.

Notwithstanding anything else contained herein, the Corporation will not issue DSUs under this Plan where such Award would result in:

(a) the total number of DSUs issuable at any time under this Plan to Insiders, when combined with all other Common Shares issuable to Insiders under any other equity compensation arrangements then in place, exceeding 10% of the total number of issued and outstanding equity securities of the Corporation;

(b) the total number of DSUs that may be issued to Insiders during any 12 month period under this Plan, when combined with all other Common Shares issuable to Insiders under any other equity compensation arrangements then in place, exceeding 10% of the total number of issued and outstanding equity securities of the Corporation;

(c) the number of DSUs issuable to any Eligible Participant, when combined with all other Common Shares issuable to such Insider under any other equity compensation arrangements then in place, exceeding 5% of the total number of issued and outstanding equity securities of the Corporation;

(d) the total number of DSUs that may be issuable to any Eligible Participant during any 12 month period under this Plan, when combined with all other Common Shares issued to such Insider under any other equity compensation arrangements then in place, exceeding 5% of the total number of issued and outstanding equity securities of the Corporation;

(e) The maximum aggregate number of Listed Shares of the Issuer that are issuable pursuant to all Security Based Compensation granted or issued in any 12 month period to any one Person must not exceed 5% of the Issued Shares of the Issuer, calculated as at the date any Security Based Compensation is granted or issued to the Person (unless the Issuer has obtained the requisite disinterested Shareholder approval); or

(f) The maximum aggregate number of Listed Shares of the Issuer that are issuable pursuant to all Security Based Compensation granted or issued in any 12 month period to any one Consultant may not exceed 2% of the Issued Shares of the Issuer, calculated as at the date any Security Based Compensation is granted or issued to the Consultant;

4.4 **Vesting.** The vesting schedule of an award of DSUs will be 33.3% on the first anniversary of date of the

Award, 33.3% on the second anniversary of the date of the Award and 33.4% on the third anniversary of the date of the Award.

4.5 **Redemption of DSUs.** Subject to the provisions of this Plan and the Award agreement, a DSU held by a Participant shall be redeemed by the Corporation with settlement to occur on the Settlement Date, unless otherwise determined by the Committee or agreed to between the Corporation and the Participant.

4.6 **Blackout Periods.** The Corporation may from time to time impose trading blackouts during which some or all Directors, Officers and Employees may not trade in the securities of the Corporation. In the event that a trading blackout is imposed by management or the Board in accordance with any insider trading policy that the Corporation may adopt from time to time, Participants subject to the blackout are prohibited from buying, selling or otherwise trading in securities of the Corporation until such time as notice is formally given by the Corporation that trading may resume.

Notwithstanding Section 4.4 hereof, if the Settlement Date of any Award of DSUs falls within such a blackout period, it shall be automatically extended to the date which is five Business Days following the end of such blackout period.

PAYMENT OF BENEFITS

5.1 **Settlement Date.** Subject to this Section 5.1, a Participant or the legal representative of the Participant's estate, as applicable, may elect up to five separate dates (each such date being a "**Settlement Date**") as of which either a portion or all of the number of DSUs credited to the Participant's Account, as may be adjusted pursuant to Section 9.1 hereof, shall be redeemed, by filing with the Committee, following such Participant's Termination Date, in the form and manner specified by the Committee, up to five irrevocable written elections.

Subject to any conditions imposed by the Committee, each Settlement Date elected by a Participant or the legal representative of the Participant's estate, as applicable, pursuant to this Section 5.1 shall not be:

(a) before the later of: (i) 15 days after the date on which the election is filed with the Corporation, and (ii) 30 days after the Participant's Termination Date; and

(b) later than December 15 of the calendar year commencing immediately after the Participant's Termination Date.

Where a Participant or the legal representative of the Participant's estate, as applicable, does not elect a Settlement Date within the permissible period set out above, the Settlement Date for such Participant shall be a single Settlement Date, which shall be December 15 of the calendar year commencing immediately after such Participant's Termination Date.

No DSUs may vest before the completion of the minimum one year vesting period. Acceleration of vesting is permitted only in connection with the death of an Eligible Participant or where an Eligible Participant ceases to be an Eligible Participant in connection with a change in control, take-over bid, Reverse Takeover or a similar transaction.

DSUs must expire within a maximum of one year following an Eligible Participant ceasing to be an Eligible Participant.

5.2 **Payment of Benefits.** Subject to the provisions of this ARTICLE 5, after the Termination Date with respect to a Participant, the Corporation shall, in satisfaction of its obligations hereunder and in its sole discretion, subject to Section 5.3 herein, deliver to the Participant on the Settlement Date that number of Common Shares equal to the whole number of DSUs credited to his or her Participant Account as of the Settlement Date, no fraction DSU will be payable.

The Participant shall have no further entitlement under the Plan upon receipt of Common Shares.

5.3 **Settlements of DSUs with Common Shares**. In order to satisfy its settlement obligation, the Corporation will deliver Common Shares on a Settlement Date. The Corporation, at the discretion of the Board will issue such Common Shares from treasury.

5.4 **Termination or Resignation Prior to Vesting.** Unless the Board determines otherwise, if the employment of a Participant with the Corporation or a Related Entity is terminated with or without cause or such Participant resigns before a DSU has vested, the Participant shall have no right to any Common Shares in respect of such DSU.

5.5 **Retirement or Disability Prior to Vesting.** If a Participant's employment or engagement with the Corporation or a Related Entity terminates before a DSU has vested due to Retirement or disability, the Board may waive any vesting conditions and deliver Common Shares as contemplated in Section 5.2. However, in such cases, no DSU's may vest before the completion of the minimum one year vesting period.

5.6 **Maximum extension upon ceasing to be an Eligible Participant.** Once a DSU Plan Participant has ceased to be an Eligible Participant, the Board may not extend the settlement of the DSU's beyond one year.

5.7 **Death of a Participant.** In the event of the death of a Participant prior to the settlement of the DSUs credited to his or her Account, the Board shall, on the Settlement Date, cause to be delivered to the estate of the Participant or such Participant's Beneficiary, the number of Common Shares such Participant would have been entitled to. The entitlement to make a claim on behalf of the Estate must not exceed one year from the Eligible Participant's death.

PARTICIPANT'S ACCOUNT

6.1 **Participant Accounts.** The Corporation shall maintain or cause to be maintained in its records an Account for each Participant recording at all times the number of DSUs credited to the Participant's Account. Upon payment in satisfaction of DSUs in accordance with Article 5 above, the Participant's entitlement to receive any and all amounts in respect of DSUs so paid shall be fully discharged and satisfied and such DSUs shall be cancelled and thereupon deleted from the Account of such Participant.

6.2 **Annual Notice.** Upon a Participant's request, the Corporation shall deliver to such Participant an annual written notification of the balance of DSUs in the Participant's Account.

RIGHTS OF PARTICIPANTS

7.1 **No Right to Employment or Service.** Nothing in this Plan nor any action taken hereunder shall be construed as giving a Participant the right to be retained as a Director, Officer or Employee of the Corporation, or giving any Participant or any other person the right to receive any benefits not expressly provided in this Plan, nor shall it interfere in any way with any other right of the Corporation to terminate the employment or service of any Participant at any time.

7.2 **Legal Ownership of Common Shares.** Under no circumstances shall DSUs be considered Common Shares nor shall they entitle any Participant to exercise voting rights or any other rights attaching to the ownership or control of Common Shares, including, without limitation, rights on liquidation, nor shall any Participant be considered the owner of any Common Shares to be delivered under this Plan until the date of issuance of such Common Shares, as determined by the Board, for the Account of such Participant as specifically provided herein.

7.3 **Prohibition on Transfer of Rights.** The rights or interests of a Participant under this Plan, including the DSUs, shall not be assignable or transferable, otherwise than in case of death as set out in this Plan, and such rights or interests shall not be encumbered by any means. Any attempt to so assign, transfer or encumber any such amount, whether presently or thereafter payable, shall be void and of no force or effect.

AMENDMENT, SUSPENSION AND TERMINATION

8.1 **Amendment of Plan.** This Plan may be amended at any time by the Board in its sole discretion, subject to applicable regulatory approval and the terms of this Plan; provided that, no such amendment shall, unless required by law, adversely affect the rights of any Participant with respect to DSUs to which the Participant is then entitled under this Plan, without the consent of the Participant, and any amendment shall be such that this Plan continuously meets the conditions and requirements of paragraph 6801(d) of the Regulations and any applicable provincial tax laws and regulations or any successor provisions thereto.

8.2 **Amendments without Shareholder Approval.** Without limiting the generality of the foregoing, the Board may make the following amendments to the Plan, without obtaining shareholder approval:

(a) amendments to the terms and conditions of the Plan necessary to ensure that the Plan complies with the applicable laws, regulations, rules, orders of governmental or regulatory authorities or the requirements of the Exchange in place from time to time;

(b) amendments to the provisions of the Plan respecting administration of the Plan and eligibility for participation under the Plan;

(c) amendments to the provisions of the Plan respecting the terms and conditions on which Awards may be made pursuant to the Plan;

(d) amendments to the Plan that are of a "housekeeping" nature; and

(e) and any other amendments, fundamental or otherwise, not requiring shareholder approval under applicable laws or applicable policies of the Exchange.

8.3 **Amendments Requiring Shareholder Approval.** Without limiting the generality of the foregoing, the Board may not, without the approval of the Corporation's shareholders, make the following amendments to the Plan:

(a) an increase to the Plan maximum or the number of Common Shares issuable under the Plan;

(b) amendment provisions granting additional powers to the Board to amend the Plan or entitlements thereunder;

(c) extension of the termination or expiry of an Award or the removal or increase of insider participation limits; and

(d) a change to the definition of "Eligible Participant".

8.4 **Termination of Plan.** The Board may, in its sole discretion and without the consent of any Participant, terminate the Plan at any time by giving written notice thereof to each Participant. Following termination of the Plan, additional DSUs shall not be credited to the Accounts of Participants except pursuant to ARTICLE 4 hereof. Notwithstanding the termination of the Plan, all amounts distributable under the Plan shall be paid to the persons entitled thereto on the dates on which such distributions would have been made had the Plan not been terminated.

ADJUSTMENTS, REORGANIZATIONS AND DIVIDENDS

9.1 **Capital Adjustments.**

(a) The existence of DSUs shall not affect in any way the right or power of the Corporation or its shareholders to make or authorize any stock dividend, stock split, combination or exchange of shares, merger, consolidation, recapitalization, amalgamation, plan of arrangement, reorganization, spin-off or other distribution of the Corporation's assets to shareholders or any other change affecting the Common Shares. However, such adjustments as are required to reflect such change shall be made with respect to each Participant's Account, as the Committee in its discretion may deem appropriate to reflect such change. Any such adjustments are also subject to Exchange approval.

(b) In the event that the Corporation has paid any dividends on the Common Shares since the credit of a DSU to a Participant Account (other than a dividend payable in Common Shares), there shall be credited to the Participant Account that number of additional DSUs equal to: (a) the product of the aggregate number of DSUs credited to the Participant Account prior to the payment of the dividend multiplied by the per share amount of such dividend (or, in the case of any dividend payable in property other than cash, the per share value of such dividend, as determined by the Board), divided by (b) the average of the bid and ask prices in respect of a Common Share on the date the dividend is declared.

(c) In the event that the Corporation has paid any dividends on the Common Shares in additional Common Shares since the credit of a DSU to a Participant Account (other than a cash dividend payable in Common Shares at the election of the holder), the number of DSUs credited to the Participant Account shall be increased by a number equal to the product of (a) the aggregate number of DSUs credited to the Participant Account prior to the payment of the dividend, multiplied by (b) the number of Common Shares payable as a dividend on one Common Share.

(d) In the event that any paid dividends give rise to additional DSUs as described in 9.1 (b) and (c), such additional DSUs credited as dividends are also included in the 10% to Insiders, 5% to any Eligible Participant, the 2% to any one Consultant and the 10% rolling limits as outlined in section 4.3.

(e) The Corporation may elect to make to satisfy its obligations in respect of such dividends with payments in cash if it does not have a sufficient number of listed shares available.

9.2 **Fluctuation in Common Share Price.** No amount will be paid to, or in respect of, a Participant under this Plan or pursuant to any other arrangement, and no other DSUs will be granted to such Participants to compensate for a downward fluctuation in the price of a Common Share, nor will any other form of benefit be conferred upon, or in respect of, a Participant for such purpose.

DESIGNATION OF BENEFICIARIES

10.1 **Designation of Beneficiaries.** Subject to applicable law, a Participant may designate in writing one or more persons who are dependents or relations as Beneficiaries to receive any amount payable under this Plan on the death of such Participant, and may change such designations from time to time. Such designations shall be in such form and executed and filed in such manner as the Board or the Administrator may from time to time determine. If no Beneficiaries are designated, the Participant's legal representative will receive any amount payable under this Plan.

TAX

11.1 **Tax Consequences.** It is the responsibility of the Participant to complete and file any tax returns which may be required under any applicable tax laws within the periods specified in those laws as a result of the Participant's participation in this Plan. The Corporation shall not be responsible for any tax consequences to the Participant as a result of the Participant's participation in this Plan. The Participant shall remain responsible at all times for paying any federal, provincial, local and foreign income or employment tax due with respect to any Award, and the Corporation shall not be liable for any interest or penalty that a Participant incurs by failing to make timely payments of tax.

11.2 **Withholding Requirements.** Prior to the delivery of any Common Shares under this Plan, the Corporation shall have the power and the right to deduct or withhold, or to require a Participant to remit to the Corporation, an amount sufficient to satisfy any federal, provincial, local and foreign taxes, pension plan contributions, employment insurance premiums and any other required deductions (collectively referred to herein as "**withholding taxes**") that the Corporation determines is required to be withheld to comply with applicable laws. The Corporation shall make any withholdings or deductions in respect of withholding taxes as required by law or the interpretation or administration thereof. The Corporation shall be entitled to make arrangements to sell a sufficient number of Common Shares to be issued pursuant to the Plan to fund the payment and remittance of withholding taxes that are required to be deducted or withheld and any associated costs (including brokerage fees).

UNSECURED PLAN

12.1 **Unsecured Plan.** Unless otherwise determined by the Board, this Plan will at all times remain unfunded and the obligations of the Corporation under this Plan shall be general unsecured obligations of the Corporation and any amounts due to Participants under this Plan shall be paid out of the general assets of the Corporation. The Corporation shall not segregate any assets for the purpose of funding its obligations with respect to DSUs credited hereunder. Neither the Corporation nor the Committee shall be deemed to be a trustee of any amounts to be distributed or paid pursuant to the Plan. No liability or obligation of the Corporation pursuant to the Plan shall be deemed to be secured by any pledge of, or encumbrance on, any property of the Corporation or any Related Entity.

COMPLIANCE WITH APPLICABLE LAWS

13.1 **Compliance with Applicable Laws.** Any obligation of the Corporation with respect to the Common Shares in accordance with the terms of this Plan is subject to compliance with all applicable laws, regulations, rules, orders of governmental or regulatory authorities and the requirements of the Exchange. Each Participant shall comply with all such laws, regulations, rules, orders and requirements, and shall furnish the Corporation with any and all information and undertakings as may be required to ensure compliance therewith.

13.2 **Restrictive Legend.** If applicable, all certificates or other documents representing securities pursuant to the Plan issued to a "U.S. person" as defined in Rule 902(k) of Regulation S promulgated under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**") will bear the applicable restrictive legend referring to the U.S. Securities Act, which will state, without limitation, that such securities have not been registered under the Securities Act and will set forth or refer to the applicable restrictions on transferability and sale thereof.

In addition to the foregoing restrictive legend, certificates representing any securities issued pursuant to the Plan may bear such additional restrictive legends as the Board or Committee may in their sole discretion determine are required to comply with applicable securities laws or stock exchange requirements.

GENERAL

14.1 **No Representation.** The Corporation makes no representation or warranty as to the future market of the Common Shares.

14.2 **Governing Law.** This Plan shall be governed by and construed in accordance with the laws of the Province of Nova Scotia and the laws of Canada applicable therein. The Participants and Corporation hereby attorn to the jurisdiction of the courts of the Province of Nova Scotia with respect to any and all actions in relation thereto.

14.3 **Severability.** If any provision of this Plan is determined to be void or unenforceable in whole or in part, such void or unenforceable provision shall be severed from the remainder of this Plan and such determination shall not affect the validity or enforceability of any other provision.

14.4 **Headings.** Headings are for ease of reference only and shall not affect the interpretation or construction of the provisions hereof.

14.5 **Successors and Assigns.** This Plan shall be binding on all successors and assigns of the Corporation and any Participant, including without limitation, the estate of such Participant and the executor, liquidator, administrator or trustee of such estate, or any receiver or trustee in bankruptcy or representative of the Participant's creditors.

SCHEDULE "A"

REEXPLORATION INC.

DEFERRED SHARE UNIT GRANT AGREEMENT

This **DEFERRED SHARE UNIT GRANT AGREEMENT** is made as of the ___ day of _____, 20___ between ReeXploration Inc. (the "**Corporation**") and the undersigned (the "**Participant**"), being a director, officer or employee or consultant of the Corporation or an affiliate of the Corporation designated pursuant to the terms of the Deferred Share Unit Plan of the Corporation, as may be amended from time to time (the "**Plan**").

In consideration for the grant of DSUs made to the Participant pursuant to the Plan (the receipt and sufficiency of which are hereby acknowledged), the Participant hereby agrees and confirms that:

1. The Participant has received a copy of the Plan and has read, understands and agrees to be bound by the provisions of the Plan. The Participant acknowledges, among other things, that the Plan contains provisions relating to termination and restricting the transfer of rights or interests of Participants under the Plan.

2. The Participant accepts and consents to and shall be deemed conclusively to have accepted and consented to, and agreed to be bound by, the provisions and all terms of the Plan and all *bona fide* actions or decisions made by the Board, the Committee, or any person to whom the Committee may delegate administrative duties and powers in relation to the Plan, which terms and content shall also apply to and be binding on all successors and assigns of the Corporation and the Participant, including the estate of such Participant and the executor, liquidator, administrator or trustee of such estate, or any receiver or trustee in bankruptcy or representative of the Participant's creditors.

3. On_____, 20____, the Participant was granted _____ DSUs to receive one DSU Share of the Corporation for each DSU subject to the provisions of the Plan, which grant is evidenced by this Agreement. The DSUs shall be subject to the following terms:

   [Describe the terms and conditions of vesting, and such other terms and conditions which the Committee considers appropriate.]

4. This Agreement shall be considered as part of and an amendment to the employment or service agreement between the Participant and the Corporation and the Participant hereby agrees that the Participant will not make any claim under that employment or service agreement for any rights or entitlement under the Plan or damages in lieu thereof, except as expressly provided in the Plan.

5. Participants who are "insiders" of the Corporation are required to file an insider report under Canadian securities laws in respect of the grant of DSUs and upon future conversion of these DSUs into DSU Shares and any subsequent sales of such DSU Shares.

6. In the event of any inconsistency between the terms of this Agreement and the Plan, the terms of this Agreement shall prevail to the extent that it is not inconsistent with the requirements of the TSXV.

This Agreement shall be determined in accordance with the laws of Nova Scotia and the laws of Canada applicable therein.

Words used herein which are defined in the Plan shall have the respective meanings ascribed to them in the Plan.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

REEXPLORATION INC.

By: _____
(Authorized Signing Officer)
Name:
Title:

Accepted: _____, 20____

_____
[Name]

REEXPLORATION INC. – APPENDIX C

AUDIT COMMITTEE CHARTER

Purpose

The Audit Committee is ultimately responsible for the policies and practices relating to integrity of financial and regulatory reporting as well as internal controls to achieve the objectives of safeguarding of corporate assets; reliability of information; and compliance with policies and laws. The committee will also be responsible for identifying principal risks of the business and ensuring appropriate risk management techniques are in place.

The Audit Committee charges management with developing and implementing procedures to:

- ensure internal controls are appropriately designed, implemented and monitored
- ensure reporting and disclosure of required information is complete, accurate, and timely.

The Audit Committee will make recommendations to the Board of Directors regarding items relating to financial and regulatory reporting and the system of internal controls following the execution of the committee's responsibilities as described in the mandate.

Composition of Committee

The committee will be composed of a minimum of three (3) Directors from the Company's Board of Directors, with a majority of the members independent. Independence of the Board members will be as defined by applicable legislation and as a minimum each independent committee member will have no direct or indirect relationship with the Company which, in the view of the Board of Directors, could reasonably interfere with the exercise of a member's independent judgment.

All members of the committee will be financially literate as defined by applicable legislation. If, upon appointment, a member to the committee is not financially literate as required, the person will be provided a three month period in which to achieve the desired level of literacy.

If any member loses their independent status following their appointment to the committee, they will be required to resign from the committee within three months of becoming non-independent. The Board will be required to replace the member within that three month time frame. If it is the Chair of the Audit Committee that loses independent status, that person shall cease to be chair immediately and be replaced as chair by an existing member of the committee with the Board being asked to replace this member within the three month time frame.

Authority

The Committee has the authority to engage independent counsel and other advisors as it deems necessary to carry out its duties and the Committee will set the compensation for such advisors.

The Committee has the authority to communicate directly with and to meet with the external auditors and the internal auditor, without management involvement. This extends to requiring the external auditor to report directly to the Audit Committee.

Responsibilities

1. The Audit Committee will recommend to the Board of Directors:

a. the external auditor to be nominated for purposes of preparing or issuing the auditor's report or performing other audit, review or attest services for the Company.

b. the compensation of the external auditor.

2. The Audit Committee is directly responsible for overseeing the work of the external auditor engaged for the purpose of preparing or issuing the Auditor's Report or performing other review or attest services for the

Company, including the resolution of disagreements between management and the external auditor regarding financial reporting. The Audit Committee will also ensure that the external auditor is in good standing with the Canadian Public Accountability Board ("CPAB") and will enquire if there are any sanctions imposed by the CPAB on the external auditor. The Audit Committee will also ensure that the external auditor meets the rotation requirements for partners and staff on the Company's audit.

3. The Audit Committee must pre-approve all non-audit services to be provided to the Company or its subsidiary entities by the Company's external auditor. The Audit Committee has delegated to the Chair of the committee the authority to pre-approve non-audit services up to an amount of $5,000, with such pre-approved services presented to the Audit Committee at the next scheduled Audit Committee meeting following such pre-approval.

   De *minimis* non-audit services satisfy the pre-approval requirement provided:

   a. the aggregate amount of all these non-audit services that were not pre-approved is reasonably expected to constitute no more than five percent of the total amount of fees paid by the Company and its subsidiaries to the external auditors during the fiscal year in which the services are provided;

   b. the Company or subsidiaries, as the case may be, did not recognize the services as non-audit services at the time of the engagement; and

   c. the services are promptly brought to the attention of the Audit Committee and approved, prior to the completion of the audit, by the Audit Committee or by the Chair of the Audit Committee, who has been granted authority to pre-approve non-audit engagements.

4. The Audit Committee will review and discuss with management and the external auditors the annual audited financial statements, including discussion of material transactions with related parties, accounting policies, as well as the external auditors' written communications to the Committee and to management.

5. The Audit Committee reviews the Company's financial statements, MD&A as well as annual and interim earnings press releases and recommends such to the Board. This is prior to public disclosure of such information.

6. The Audit Committee ensures that adequate procedures are in place for the review of financial information extracted or derived from the Company's financial statements, contained in the Company's other public disclosures and must periodically assess the adequacy of those procedures.

7. The Audit Committee establishes procedures for:
   the receipt, retention and treatment of complaints received by the Company regarding accounting, internal accounting controls, or auditing matters; and
   the confidential, anonymous submission by employees of the Company of concerns regarding questionable accounting or auditing matters.

8. The Audit Committee reviews and approves the Company's hiring policies regarding partners, employees and former partners and employees of the present and former external auditor of the Company. The Committee will ensure that the policies are in compliance with legal requirements, including National Instrument 52-110.

9. The Audit Committee will, with respect to ensuring the integrity of disclosure controls and internal controls over financial reporting, understand the process utilized by the Chief Executive Officer and the Chief Financial Officer to comply with National Instrument 52-109.

10. The Audit Committee will undertake a process to identify the principal risks of the business and ensure appropriate risk management techniques are in place. This will involve enquiry of management regarding how risks are managed.

Reporting

The reporting obligations of the Committee will include:

- Report to the Board on the proceedings of each Audit Committee meeting and on the Audit Committee's recommendations at the next regularly scheduled Board meeting.
- Review the disclosure required in the Company's Annual Information Form as Form 52-110F2.

Meetings

The Committee will meet at least four times per year and at least once every fiscal quarter. Meetings may also be convened at the request of the external auditor.