

**JUST ENERGY GROUP INC. (the "Corporation")**

**2013 PERFORMANCE BONUS INCENTIVE PLAN**

**(as approved by shareholders on June 26, 2013)**

Whereas the Corporation desires to implement a plan to provide Service Providers resident outside the United States with benefits similar to those currently made available to U.S. residents under section 7.6 of the Corporation's RSG Plan;

And Whereas the Board of the Corporation has adopted this 2013 Performance Bonus Incentive Plan (the "PBG Plan"), to govern the issuance of PBGs to Service Providers who are resident outside of the United States based on the amount of Performance Bonuses or other bonuses granted to them at the end of or during a financial year of the Corporation or otherwise;

And Whereas certain holders of unvested RSGs granted to them under the RSG Plan may desire to elect, prior to July 31, 2013, to transition unvested RSGs granted to them under the RSG Plan to PBGs to be granted to them under the PBG Plan pursuant to Section 6(i) hereof and Section 7.7 of the RSG Plan.

**1. Purposes of Plan**

The principal purposes of the PBG Plan are as follows: (a) to retain and attract qualified Service Providers that the Corporation and its Affiliates require; (b) to promote a proprietary interest in the Corporation by such Service Providers and to encourage such persons to remain in the employ or service of the Corporation and its Affiliates and put forth maximum effort for the success of the business of the Corporation and its Affiliates; (c) to focus management of the Corporation and its Affiliates on operating and financial performance and long-term total Shareholder value; (d) to permit the holders of unvested RSGs granted pursuant to the RSG Plan to transition such RSGs to PBGs to be granted to them under the PBG Plan as contemplated by Section 6(i) hereof and Section 7.7 of the RSG Plan; and (e) in furtherance of (a) to (d), above to align the interests of Service Providers with Shareholders and other stakeholders of the Corporation by granting financial flexibility to the Corporation on a basis that will maximize the returns to Shareholders and Service Providers (as it relates to their Performance Bonuses) by granting to the Corporation the right to elect that Service Providers be required to receive all or a portion of PBGs granted hereunder, over a period of time, in Common Shares, cash and/or a combination thereof in the sole and unfettered discretion and election of the Corporation .

**2. Definitions**

As used in this Plan, the following words and phrases shall have the meanings indicated:

- (a) **"Additional Bonus"** means an additional bonus paid to a Grantee pursuant to Section 6(h) hereof;

- (b) "**Affiliate**" means a corporation, partnership, trust or other entity that is controlled by the Corporation or that is controlled by the same person that controls the Corporation. For purposes of this definition, a person (the first person) is considered to control another person (the second person) if the first person, directly or indirectly, has the power to direct the management and policies of the second person by virtue of: (i) ownership of or direction over voting securities in the second person, (ii) a written agreement or indenture, (iii) being the general partner or controlling the general partner of the second person, or (iv) being the trustee of the second person;
- (c) "**Black-Out Period**" means a period of time imposed by the Corporation upon certain designated persons during which those persons may not trade in any listed securities of the Corporation;
- (d) "**Board**" means the board of directors of the Corporation as it may be constituted from time to time;
- (e) "**Cessation Date**" means the date that is the earlier of:
- (i) the effective date of the Service Provider's termination or resignation, as the case may be; or
  - (ii) the date that the Service Provider ceases to be in the active performance of the usual and customary day-to-day duties of the Service Provider's position or job;
- regardless of whether adequate or proper advance notice of termination or resignation shall have been provided in respect of such cessation of being a Service Provider;
- (f) "**Change of Control**" means:
- (i) a successful "take-over bid" (as defined in the *Securities Act* (Ontario), as amended from time to time pursuant to which the "offeror" as a result of such take-over bid beneficially owns, directly or indirectly, in excess of 50% of the outstanding Common Shares; or
  - (ii) any change in the beneficial ownership or control of the outstanding securities or other interests which results in:
    - (I) a person or group of persons "acting jointly or in concert" (as defined in the *Securities Act* (Ontario), as amended from time to time, or;
    - (II) an "affiliate" or "associate" (each as defined in the *Canada Business Corporations Act*, as amended from time to time of such person or group of persons;

holding, owning or controlling, directly or indirectly, more than 50% of the outstanding voting securities or other interests of the Corporation; or

- (iii) Incumbent Directors no longer constituting a majority of the Board; or
- (iv) the completion of an arrangement, merger or other form of reorganization of the Corporation where the holders of the outstanding voting securities or interests of the Corporation immediately prior to the completion of the arrangement, merger or other form of reorganization will hold 50% or less of the outstanding voting securities or interests of the continuing entity upon completion of the arrangement, merger or other form of reorganization; or
- (v) the winding up or termination of the Corporation or the sale, lease or transfer of all or substantially all of the directly or indirectly held assets of the Corporation to any other person or persons (other than pursuant to an internal reorganization or in circumstances where the business of the Corporation is continued and where the securityholdings in the continuing entity and the constitution of the board of directors or similar body of the continuing entity is such that the transaction would not be considered a "Change of Control" if paragraphs (ii) and (iii) above were applicable to the transaction), or
- (vi) any determination by a majority of the Board that a Change of Control has occurred or is about to occur and any such determination shall be binding and conclusive for all purposes of the Plan;

provided that a Change of Control shall be deemed not to have occurred if a majority of the Board, in good faith, determines that a Change of Control was not intended to occur in the particular circumstances in question and any such determination shall be binding and conclusive for all purposes of the PBG Plan;

- (g) "**Committee**" has the meaning set forth in Section 3 hereof;
- (h) "**Common Shares**" means common shares of the Corporation;
- (i) "**Dividend**" means any dividend, return of capital or special distribution paid by the Corporation on a Dividend Payment Date in respect of the Common Shares, whether in the form of cash or Common Shares, expressed as an amount per Common Share;
- (j) "**Dividend Payment Date**" means any date on which a Dividend is paid to Shareholders;
- (k) "**Dividend Record Date**" means the applicable record date in respect of any Dividend used to determine the Shareholders entitled to receive such Dividend;

- (l) "**Exchange**" means the TSX and, if the Common Shares are not listed thereon then such other stock exchange(s) on which the Common Shares are then listed and posted for trading from time to time as selected the Committee;
- (m) "**Expiry Date**" means, for PBGs granted hereunder, December 31<sup>st</sup> of the third year following the year in which the PBG was granted hereunder and for PBGs transitioned from RSGs or LTR RSGs pursuant to Section 6(i) hereof and Section 7.7 of the RSG Plan means December 31<sup>st</sup> of 2016;
- (n) "**Fair Market Value**" means the simple average of the closing prices at which the Common Shares traded on the TSX for the five consecutive trading days on which the Common Shares traded on the said exchange immediately preceding the date when the fair market value is required to be determined hereunder. In the event that the Common Shares are not listed and posted for trading on any stock exchange, the Fair Market Value shall be the fair market value of the Common Shares as determined by the Committee in its sole discretion, acting reasonably and in good faith;
- (o) "**Grant Agreement**" means an agreement between the Corporation and a Grantee dated the Grant Date providing for the grant to a Service Provider of PBGs such agreement to be substantially in the form of Schedule A hereto;
- (p) "**Grant Date**" means the date of the Grant Agreement;
- (q) "**Grantees**" has the meaning set forth in Section 4 hereof;
- (r) "**Incumbent Directors**" means any member of the Board who was a member of the Board at the effective date of the PBG Plan and any successor to an Incumbent Director who was recommended or elected or appointed to succeed any Incumbent Director by the affirmative vote of the Board, including a majority of the Incumbent Directors then on the Board, prior to the occurrence of a transaction, transactions, elections or appointments giving rise to a Change of Control;
- (s) "**Insider**" means an insider of the Corporation and any person who is an associate or affiliate of an insider of the Corporation;
- (t) "**LTR RSGs**" means any long term retention restricted share grants issued to Service Providers under the RSG plan which are exchangeable 1:1 for Common Shares provided for in the RSG Plan;
- (u) "**Performance Bonus**" means a bonus awarded to a Service Provider by the Committee in the form of PBGs pursuant to a Service Agreement, this PBG Plan or otherwise with respect to a financial year (or part thereof), of the Corporation or an Affiliate thereof to be evidenced by a Grant Agreement effective the Grant Date for which payment shall be determined on the Vesting Date(s) in accordance with Section 6 hereof;

- (v) **"PBG"** means a Performance Bonus grant issued pursuant to the PBG Plan;
- (w) **"PBG Plan"** has the meaning ascribed thereto in the second recital hereof;
- (x) **"RSGs"** means restricted share grants (including LTR RSGs) issued to Service Providers under the RSG Plan which are exchangeable 1:1 for Common Shares provided for in the RSG Plan;
- (y) **"RSG Plan"** means the Corporation's restricted share grant plan pursuant to which RSGs are issued to Service Providers;
- (z) **"Service Agreement"** includes an employment or consulting agreement, term sheet or other agreement between the Corporation or an Affiliate thereof and a Service Provider;
- (aa) **"Security Based Compensation Arrangements"** means (i) stock option plans for the benefit of Insiders, Service Providers or either of such groups; (ii) individual stock options granted to Service Providers or Insiders if not granted pursuant to a plan previously approved by the Corporation's Shareholders; (iii) restricted share grants and deferred share grants involving issuances by the Corporation of Common Shares from treasury; (iv) any other compensation or incentive mechanism involving the issuance or potential issuances of securities of the Corporation; and (v) security purchases from treasury by an Insider or Service Provider which is financially assisted by the Corporation by any means whatsoever;
- (bb) **"Service Provider"** has the meaning set forth in Section 4 hereof;
- (cc) **"Shareholder"** means a holder of Common Shares;
- (dd) **"Successor"** has the meaning set forth in Section 10 hereof;
- (ee) **"TSX"** means the Toronto Stock Exchange.
- (ff) **"Vesting Date"** means, with respect to PBGs, the date on which the Corporation is required under the PBG Plan and a Grant Agreement to determine the extent to which a PBG is to be paid in Common Shares, cash or a combination thereof in accordance with the terms hereof and the Grant Agreement;

### 3. Administration

This PBG Plan will be administered by the Compensation, Human Resources, Environmental, Health and Safety Committee of the Corporation, or if appointed, by a special committee of director(s) appointed from time to time by the Board (the **"Committee"**).

The Committee shall have the authority in its sole discretion to administer the PBG Plan and to exercise all the powers and authorities either specifically granted to it under the

PBG Plan or necessary or advisable in the administration of the PBG Plan, subject to and not inconsistent with the express provisions of this PBG Plan and of Section 11 hereof, including, without limitation:

- (a) the authority to grant Performance Bonuses and PBGs;
- (b) to determine the Fair Market Value of the Common Shares on any date or dates;
- (c) to determine the Service Providers to whom, and the time or times at which Performance Bonuses and PBGs shall be granted and shall become issuable and payable pursuant to the PBG Plan and/or a Grant Agreement;
- (d) to determine the amount of Performance Bonuses and PBGs to be granted;
- (e) to determine the Service Providers who are to receive Performance Bonuses and PBGs;
- (f) to make elections with respect to the payment of PBGs and Additional Bonuses pursuant to Sections 6 (c), (d) and (f) respectively and to issue notices and reports to Grantees with respect thereto;
- (g) to prescribe, amend and rescind rules and regulations relating to the PBG Plan;
- (h) to interpret the PBG Plan;
- (i) to determine the terms and provisions of Grant Agreements (which need not be in the form of Schedule A hereto) entered into in connection with the grant of PBGs; and
- (j) to make all other determinations and interpretations deemed necessary or advisable for the administration of the PBG Plan including any and all issues, questions or determinations that may arise with respect to the transition of unvested RSGs and the cancellation thereof in exchange for the grant of PBGs hereunder in an equivalent number pursuant to Section 6(i) hereof and Section 7.7 of the RSG Plan or otherwise.

The Committee may delegate to one or more of its members, to the SVP (Legal and Regulatory) and General Counsel or to the Corporate Secretary of the Corporation or to one or more agents such administrative duties as it may deem advisable, and the Committee or any person to whom it has delegated duties as aforesaid may employ one or more persons to render advice with respect to any responsibility the Committee or such person may have under the PBG Plan.

For greater certainty and without limiting the discretion conferred on the Committee pursuant to this Section, the Committee's decision to approve the grant of PBGs in, or with respect to, any period shall not require the Committee to approve the grant of PBGs to any Grantee in any other period; nor shall the Committee's decision with respect to the terms and conditions of a PBG in any period require it to approve the grant of a PBG of

the same or similar size or with the same or similar terms and conditions to any Grantee in any other period. The Committee shall not be precluded from approving the grant of a PBG to any Service Provider solely because such Service Provider may previously have been granted a PBG under this PBG Plan or any other similar compensation arrangement of the Corporation or an Affiliate. No Service Provider has any claim or right to be granted a PBG.

#### **4. Eligibility and the Determination of Performance Bonuses**

Performance Bonuses and related PBGs may be granted only to persons who are employees or officers of the Corporation or any Affiliate thereof or who are consultants or other service providers to the Corporation or any Affiliate thereof (collectively, "**Service Providers**"); provided, however, that the participation of a Service Provider in the PBG Plan is voluntary. For greater certainty, a transfer of employment or services between the Corporation and an Affiliate thereof or between Affiliates shall not be considered an interruption or termination of the employment of a Service Provider for any purpose of the PBG Plan. In determining the Service Providers to whom Performance Bonuses and related PBGs may be granted ("**Grantees**") and the Performance Bonuses and related PBGs granted, the Committee may take into account such factors as it shall determine in its sole discretion, including, if so determined by the Committee, the factors provided in a Service Provider's Service Agreement which may include:

- (a) the duties, responsibilities and position of the Service Provider;
- (b) the corporate performance measures for the applicable period in Service Agreements and/or as compared with internally established performance measures approved by the Committee for such period;
- (c) the individual contributions and potential contributions of the Service Provider to the success of the Corporation; and
- (d) such other factors as the Committee shall deem relevant in its sole discretion in connection with accomplishing the purposes of the PBG Plan.

#### **5. Reservation of Common Shares**

Subject to Sections 6 and 10 hereof, the aggregate maximum number of Common Shares reserved from time to time that are available to be issued from treasury pursuant hereto shall not exceed four million Common Shares.

For purposes of the calculations in this section, it shall be assumed that all issued and outstanding PBGs are to be paid by the issuance of Common Shares from treasury, notwithstanding the Corporation's right pursuant to Section 6 hereof to settle the PBGs in cash or by purchasing Common Shares on the open market.

## 6. Terms and Conditions of PBGs

Each PBG granted under a Grant Agreement shall be subject to the terms and conditions of the PBG Plan and evidenced by a written agreement between the Corporation and the Grantee (a "**Grant Agreement**") which agreement shall comply with, and be subject to, the requirements of the TSX and the following terms and conditions (and with such other terms and conditions as the Committee, in its sole discretion, shall establish):

- (a) ***Amount of Performance Bonus and Number of PBGs***- The Performance Bonuses as determined by the Corporation, the Committee or otherwise are to be denominated in PBGs. The number of PBGs to be granted to a Service Provider on a Grant Date shall equal the result obtained by dividing the Performance Bonus payable to a Service Provider by the Fair Market Value. In the unfettered discretion of the Corporation, the PBGs may be paid either in cash, in Common Shares or a combination thereof. The Committee shall determine the number of the PBGs to be awarded to a Grantee in accordance with the provisions set forth in Section 4 hereof.
- (b) ***Other Terms and Conditions Relating to PBGs and the Grant Thereof*** - No one Service Provider may be granted a PBG which, together with all PBGs then held by such Grantee, would enable such Grantee, if all such PBGs were settled by the issuance of Common Shares from treasury, to receive a number of Common Shares which is greater than 5% of the outstanding Common Shares, calculated on an undiluted basis.

In addition: (i) the number of Common Shares issuable to Insiders at any time, under all Security Based Compensation Arrangements of the Corporation, including this Plan, shall not exceed 9% of the issued and outstanding Common Shares; and (ii) the number of Common Shares issued to Insiders, within any one year period, under all Security Based Compensation Arrangements, including this Plan, shall not exceed 9% of the issued and outstanding Common Shares.

Subject to the limitations provided in this PBG Plan, PBGs may also be granted to Service Providers as fully paid:

- (i) To reflect a Performance Bonus entitlement unrelated to a Service Agreement;
- (ii) As a signing Performance Bonus; and
- (iii) To reflect the transition of RSGs to PBGs pursuant to Section 6(i) hereto and Section 7.7 of the RSG Plan.

- (c) ***PBG Vesting and Payment Dates***

- (i) PBGs: Subject to Section 6(i) hereof and Section 7.7 of the RSG Plan, and Section 7.7 of the RSG Plan, with respect to any PBG Grant Agreement, the Vesting Dates thereunder shall be as follows unless otherwise determined by the Committee (and, for greater certainty, the Committee may in its sole discretion impose additional or different conditions to the determination of the Vesting Dates pursuant to any PBG), provided that the Grantee remains in continuous employment or service with the Corporation or an Affiliate thereof through the applicable Vesting Date:
- (A) as to one-third of the PBGs, on the first anniversary of the Grant Date of the PBGs;
  - (B) as to one-third of the PBGs, on the second anniversary of the Grant Date of the PBGs; and
  - (C) as to the remaining one-third of the PBGs, on the third anniversary of the Grant Date of the PBGs;

provided however that:

- (I) where a Vesting Date occurs on a date when a Grantee is subject to a Black-Out Period, such Vesting Date shall be extended to a date which is within two business days following the end of such Black-Out Period, and further provided that if any such extension would cause the Vesting Date or Vesting Dates to extend beyond the Expiry Date, the amounts to be paid on such Vesting Date or Vesting Dates shall be paid on the Expiry Date notwithstanding the Black-out Period; and
- (II) in the event of any Change of Control prior to the Vesting Dates determined in accordance with the above provisions of this Section 6(c)(i), the Vesting Date for the balance of the PBGs that remain to be paid as of such time shall be the date which is immediately prior to the date upon which a Change of Control is completed; and
- (III) in the event Service Provider's Service Agreement provides for the automatic acceleration of vesting of RSGs in the event of a constructive dismissal event or termination without cause then in such event, prior to the Vesting Date determined in accordance with the above provisions of this Section 6(c) (i), the Vesting Date for the balance of the PBGs that remain to be paid as of such time shall be on the date which is immediately prior to the date upon which such event occurs.

Notwithstanding any other provision of this Plan, but subject to the limits described in Sections 5 and 6(b) hereof and any other applicable requirements of the TSX or other regulatory authority, the Committee hereby reserves the right to make any additional adjustments to amounts to be paid pursuant to any PBG if, in the sole discretion of the Committee, such adjustments are appropriate in the circumstances having regard to the principal purposes of the PBG Plan.

- (d) ***Payment in Respect of PBGs***- Within 60 business days of a Vesting Date, the Corporation, in its sole and absolute discretion, shall based on the Fair Market Value on the applicable Vesting Date, have the option of settling payment for the PBGs (including those PBGs transitioned pursuant to Section 6(i) hereof) by any of the following methods or by a combination of such methods:
- (i) payment in cash;
  - (ii) payment in Common Shares acquired by the Corporation or an Affiliate thereof on the TSX; or
  - (iii) payment in Common Shares issued from the treasury of the Corporation.

The Corporation shall not determine whether the payment method shall take the form of cash or Common Shares until a Vesting Date, or some reasonable time prior thereto. A holder of a PBG shall not have any right to demand, to be paid in, or to receive Common Shares in respect of a PBG, at any time. Notwithstanding any election by the Corporation to settle any PBG, or portion thereof, in Common Shares, the Corporation reserves the right to change its election in respect thereof at any time up until payment is actually made (the "Payment Date") and the holder of such PBG shall not have the right, at any time to enforce settlement in the form of Common Shares of the Corporation.

Any amount payable to a Grantee in respect of a PBG shall be paid to the Grantee as soon as practicable following the Vesting Date and in any event within sixty (60) days of the Vesting Date and prior to the Cessation Date and the Corporation shall withhold from any such amount payable all amounts as may be required by law and in the manner contemplated by Section 7 hereof.

To the extent a PBG is to be payable in Common Shares, one Common Share is to be issued for each PBG. To the extent a PBG is to be payable in cash, the amount of cash shall be determined as of the close of business on the Vesting Date as the product of: (a) the number of PBGs payable in cash and (b) the Fair Market Value.

- (e) ***Termination of Relationship as Service Provider*** - Unless otherwise determined by the Committee or unless otherwise provided in a Grant Agreement pertaining to a particular PBG or any written employment or consulting agreement

governing a Grantee's role as a Service Provider, the following provisions shall apply in the event that a Grantee ceases to be a Service Provider:

- (i) Death - If a Grantee ceases to be a Service Provider as a result of the Grantee's death, the Payment Date for all PBGs awarded to such Grantee under any outstanding Grant Agreements shall be accelerated to the Cessation Date.
- (ii) Termination for Cause - If a Grantee ceases to be a Service Provider as a result of termination for cause, effective as of the Cessation Date notwithstanding the provisions of any Service Agreement all outstanding Grant Agreements under which PBGs have been made to such Grantee and which remain unvested shall be immediately terminated and all rights to receive payments thereunder, with respect to any unvested PBGs, shall be forfeited by the Grantee.
- (iii) Voluntary Resignation - If a Grantee ceases to be a Service Provider as a result of a voluntary resignation, effective as of the Cessation Date, all unvested PBGs under outstanding Grant Agreements under which PBGs have been issued to such Grantee shall be terminated and all rights to receive payments thereunder, with respect to any unvested PBGs, shall be forfeited by the Grantee.
- (iv) Termination Without Cause - In the event a Service Provider's Service Agreement provides for termination without cause, the vesting of all unvested PBGs shall be accelerated and be therefore payable in Common shares, cash or a combination thereof at the election of the Corporation.
- (v) Other Termination - If a Grantee ceases to be a Service Provider for any reason other than as provided for in (i), (ii), (iii) and (iv) above, effective as of the Cessation Date and notwithstanding any other severance entitlements or entitlement to notice or compensation in lieu thereof, all unvested PBGs under outstanding Grant Agreements under which PBGs have been made to such Grantee shall be terminated and all rights to receive payments thereunder, with respect to any unvested PBGs, shall be forfeited by the Grantee.
- (f) ***Rights as a Shareholder*** - Until Common Shares have actually been issued should the Corporation elect to so issue in accordance with the terms of the PBG Plan, the Grantee to whom such PBGs have been made shall not possess any incidents of ownership of such Common Shares including, for greater certainty and without limitation, unless otherwise provided herein (i.e., as provided in Section 6(h) hereof), the right to receive Dividends, if any, on such Common Shares and the right to exercise voting rights in respect of such Common Shares.

Such Grantee shall only be considered a Shareholder in respect of such Common Shares if and when such issuance has been entered upon the records of the duly authorized transfer agent of the Corporation.

- (g) ***Treatment of Non-Cash Dividends*** - In the case of a non-cash Dividend, including Common Shares or other securities or other property, the Committee will, in its sole discretion and subject to any required approval of the Exchange, determine whether or not such non-cash Dividend will be provided to the PBG holder and, if so provided, the form in which it shall be provided.
- (h) ***Additional Bonus*** – For as long as a Service Provider continues in such role, on a Dividend Record Date, Grantee shall be entitled to an incremental monthly cash bonus on a Dividend Payment Date in each month equal to the product of: (i) the total number of PBGs outstanding under a Grant Agreement on a Dividend Record Date and (ii) the dividend to be paid on Common Shares on the Dividend Payment Date of such month.
- (i) ***Transition of RSGs and LTR RSGs to PBGs under the PBG Plan*** – Any holder of an unvested RSG and/or LTR RSG granted pursuant to a grant agreement under the RSG Plan may, at any time prior to July 31, 2013, elect (the “Election Time”) in the form of Schedule B hereto, to transition all such holder’s unvested RSGs and/or LTR RSGs at the Election Time, to an equivalent number of PBGs under the PBG Plan. Effective the Election Time all such transitioned unvested RSGs and/or LTR RSGs shall be cancelled and replaced by PBGs as if granted hereunder which PBGs will vest on the vesting dates set forth in the RSG and/or LTR RSG grant agreement granted under the RSG Plan to which such transitioned RSGs and/or LTR RSGs relate on the basis that the terms and conditions of the PBG Plan shall, subsequent to the Election Time, apply to all such PBGs issued in exchange for the transitioned RSGs and/or LTR RSGs, in each case, pursuant to a PBG Grant Agreement, provided any hold periods relating to any LTR RSGs or Common Shares issuable pursuant thereto on a Vesting Date shall continue to be applicable.
- (j) ***Effect of Certain Changes*** - In the event:
  - (i) of any change in the Common Shares through subdivision, consolidation, reclassification, amalgamation, merger or otherwise;
  - (ii) that any rights are granted to all Shareholders to purchase Common Shares at prices substantially below Fair Market Value; or
  - (iii) that, as a result of any recapitalization, merger, consolidation or other transaction, the Common Shares are converted into or exchangeable for any other securities,

then, in any such case, the Board may, subject to any required approval by the TSX, make such adjustments to the Plan, to any PBG and to any Grant Agreements outstanding under the Plan as the Board may, in its sole discretion,

consider appropriate in the circumstances to prevent inappropriate diminishment or enlargement of the amounts to be paid to Grantees hereunder.

## **7. Withholding Taxes**

When a Grantee or other person becomes entitled to receive a payment in respect of any Grant Agreement, the Corporation shall have the right to require the Grantee or such other person to remit to the Corporation an amount sufficient to satisfy any withholding tax requirements relating thereto. Unless otherwise prohibited by the Committee or by applicable law, satisfaction of the withholding tax obligation may be accomplished by any of the following methods or by a combination of such methods:

- (a) the tendering by the Grantee of cash payment to the Corporation in an amount less than or equal to the total withholding tax obligation;
- (b) where the Corporation has elected to issue Common Shares to the Grantee, the withholding by the Corporation or an Affiliate thereof, as the case may be, from the Common Shares otherwise payable to the Grantee such number of Common Shares as it determines are required to be sold by the Corporation, as trustee, to satisfy the total withholding tax obligation (net of selling costs, which shall be paid by the Grantee). The Grantee consents to such sale and grants to the Corporation an irrevocable power of attorney to effect the sale of such Common Shares and acknowledges and agrees that the Corporation does not accept responsibility for the price obtained on the sale of such Common Shares; or
- (c) the withholding by the Corporation or an Affiliate thereof, as the case may be, from any cash payment otherwise due to the Grantee such amount of cash as is less than or equal to the amount of the total withholding tax obligation;

provided, however, that the sum of any cash so paid or withheld and the Fair Market Value of any Common Shares so withheld is sufficient to satisfy the total withholding tax obligation.

## **8. No Guarantees Regarding Tax Treatment**

Grantees (or their beneficiaries) shall be responsible for all taxes with respect to any PBG or Addition Performance Bonus under the PBG Plan, whether arising as a result of the grant or exercise of PBGs or otherwise. The Corporation and the Committee make no guarantees to any person regarding the tax treatment of a PBG or payments made under the PBG Plan and none of the Corporation or any of its employees or representatives shall have any liability to a Grantee with respect thereto.

## **9. Non-Transferability**

Subject to Section 6(e) (i) hereof, the right to receive payment pursuant to a PBG granted to a Service Provider is held only by such Service Provider personally. Except as otherwise provided in this PBG Plan, no assignment, sale, transfer, pledge or charge of a PBG, whether voluntary, involuntary, by operation of law or otherwise, vests any interest

or right in such PBG whatsoever in any assignee or transferee and, immediately upon any assignment, sale, transfer, pledge or charge or attempt to assign, sell, transfer, pledge or charge, such PBG shall terminate and be of no further force or effect.

#### **10. Merger and Sale, etc.**

If the Corporation enters into any transaction or series of transactions, other than a transaction that is a Change of Control and to which Section 6(c)(i)(II) hereof applies, whereby the Corporation or all or substantially all of the Corporation's undertaking, property or assets become the property of any other trust, body corporate, partnership or other person (a "**Successor**") whether by way of take-over bid, acquisition, reorganization, consolidation, amalgamation, arrangement, merger, transfer, sale or otherwise, then prior to or contemporaneously with the consummation of such transaction:

- (a) the Corporation and the Successor shall execute such instruments and do such things as are necessary to establish that upon the consummation of such transaction the Successor will have assumed all the covenants and obligations of the Corporation under this Plan and the Grant Agreements outstanding on consummation of such transaction in a manner that substantially preserves and does not impair the rights of the Grantees thereunder in any material respect (including the ability to receive shares, trust units, securities or other property of the Successor in lieu of Common Shares on the Vesting Date(s) applicable to a PBG), and subject to compliance with this Section 10, any such Successor shall succeed to, and be substituted for, and may exercise every right and power of, the Corporation under this Plan and such Grant Agreements with the same effect as though the Successor had been named as the Corporation herein and therein and thereafter, the Corporation shall be relieved of all obligations and covenants under this Plan and such Grant Agreements and the obligation of the Corporation to the Grantees in respect of a PBG or Additional Performance Bonus shall terminate and be at an end and the Grantees shall cease to have any further rights in respect thereof; or
- (b) if the PBG (and the covenants and obligations of the Corporation under this PBG Plan and the Grant Agreements outstanding on consummation of such transaction) are not so assumed by the Successor, then the Vesting Date for all PBGs that has yet to be paid as of such time shall be the date which is immediately prior to the date upon which the transaction is consummated.

#### **11. Amendment and Termination of PBG Plan**

The Committee may not, without the approval of the Shareholders, make any amendments to:

- (a) increase the percentage of Common Shares reserved for issuance pursuant to PBGs in excess of the limit prescribed in Section 5 of this PBG Plan;

- (b) change any of the limitations on PBGs or the Additional Bonus contained in Sections 6(b) hereof 6(h);
- (c) extend the Payment Date of any PBGs issued or transitioned under the PBG Plan beyond the latest Vesting Date specified in the Grant Agreement (other than as permitted by the terms and conditions of the PBG Plan) or extend the term beyond the original Expiry Date;
- (d) permit a Grantee to transfer or assign PBGs or the Additional Bonus to a new beneficial holder other than for estate settlement purposes; and
- (e) change this Section 11 of the PBG Plan.

Except as restricted by the foregoing, the Committee may amend or discontinue the PBG Plan or PBGs granted thereunder at any time without shareholder approval provided that any amendment to the PBG Plan that requires approval of any stock exchange on which the Common Shares are listed for trading may not be made without approval of such stock exchange. In addition, no amendment to the PBG Plan or PBGs or the Additional Performance Bonus granted pursuant to the PBG Plan may be made without the consent of the Grantee, if it adversely alters or impairs any PBGs or the Additional Bonus previously granted to such Grantee under the PBG Plan.

## 12. Miscellaneous

- (a) ***Effect of Headings*** - The section and subsection headings contained herein are for convenience only and shall not affect the construction hereof.
- (b) ***Compliance with Legal Requirements*** - The Corporation, in its sole discretion, may postpone the issuance or delivery of any Common Shares that it elects to issue pursuant to any PBGs to such date as the Committee may consider appropriate, and may require any Grantee to make such representations and furnish such information as it may consider appropriate in connection with the issuance or delivery of Common Shares in compliance with applicable laws, rules and regulations, except that in no event may the issuance and delivery of such Common Shares occur after the Expiry Date. The Corporation shall not be required to qualify for resale pursuant to a prospectus or similar document any Common Shares that it elects to issue pursuant to the Plan, provided that, if required, the Corporation shall notify the Exchange and any other appropriate regulatory bodies in Canada and the United States of the existence of the PBG Plan and the granting of PBGs hereunder in accordance with any such requirements.
- (c) ***No Right to Continued Employment or Service*** - Nothing in the PBG Plan or in any Grant Agreement entered into pursuant hereto shall confer upon any Grantee the right to continue in the employ or service of the Corporation or any Affiliate thereof, to be entitled to any remuneration or benefits not set forth in the PBG Plan or a Grant Agreement or to interfere with or limit in any way the right of the

Corporation or any Affiliate thereof to terminate a Grantee's employment or service arrangement with the Corporation or any Affiliate thereof.

- (d) ***Ceasing to be an Affiliate*** - Except as otherwise provided in this PBG Plan, PBGs granted under this PBG Plan shall not be affected by any change in the relationship between or ownership of the Corporation and an Affiliate thereof.
- (e) ***Expenses*** – Except as provided in Section 7, all expenses in connection with the PBG Plan shall be borne by the Corporation.
- (f) ***Unfunded Plan*** - This PBG Plan shall be unfunded. The Corporation shall not be required to segregate any assets that may at any time be represented by Common Shares, cash or rights thereto, nor shall this PBG Plan be construed as providing for such segregation. Any liability or obligation of the Corporation to any Grantee with respect to a PBGs or Additional Bonus under this PBG Plan shall be based solely upon any contractual obligations that may be created by this PBG Plan and any Grant Agreement, and no such liability or obligation of the Corporation shall be deemed to be secured by any pledge or other encumbrance on any property of the Corporation. Neither the Corporation nor the Board nor the Committee shall be required to give any security or bond for the performance of any obligation that may be created by this PBG Plan.
- (g) ***Grantee Information*** - Each Grantee shall provide the Corporation with all information (including personal information) required by the Corporation in order to administer the Plan. Each Grantee acknowledges that information required by the Corporation in order to administer the PBG Plan may be disclosed to the Committee or its appointed administrator and other third parties in connection with the administration of the PBG Plan. Each Grantee consents to such disclosure and authorizes the Corporation to make such disclosure on the Grantee's behalf.
- (h) ***Gender*** - Whenever used herein words importing the masculine gender shall include the feminine and neuter genders and vice versa.
- (i) ***Disputes***- Any dispute with respect to any calculation, determination or computation required to be made pursuant to the PBG Plan relating to any matter not delegated to the Committee under section 3 hereof shall be determined by the Corporation's auditor.

### 13. **Governing Law**

The PBG Plan shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**14. Effective Date**

This PBG Plan was approved by the Board on April 3, 2013 and shall take effect on March 31, 2013, subject to approval of the PBG Plan by the Shareholders of the Corporation, the TSX and any other applicable regulatory authorities.

**15. The RSG Plan shall be amended by adding thereto section 7.8 as follows:**

**“7.8. Transition of unvested RSGs and LTR RSGs to PBGs under the 2013 Performance Bonus Incentive Plan.** Any holder of an unvested RSG and/or LTR RSG granted pursuant to a Grant Agreement under the RSG Plan may, at any time prior to July 31, 2013 elect (the “Election Time”) in the form of Schedule D hereto, to transition all such holder’s unvested RSGs and/or LTR RSGs at the Election Time, to an equivalent number of PBGs under the 2013 Performance Bonus Incentive Plan (the “PBG Plan”). Effective the Election Time all such unvested RSGs and/or LTR RSGs to be transitioned pursuant to this section 7.8 and Schedule D hereto shall be cancelled and replaced by PBGs issued pursuant to a PBG grant agreement which PBGs shall vest on the vesting dates set forth in the RSG and/or LTR RSG Grant Agreement issued pursuant hereto and to which such unvested RSGs and/or LTR RSGs relate on the basis that the terms and conditions of the PBG Plan shall, subsequent to the Election Time, apply to all such PBGs issued in exchange for the transitioned RSGs and/or LTR RSGs providing any hold periods relating to any LTR RSGs or Common Shares issuable pursuant thereto on a Vesting Date shall continue to be applicable.”

## SCHEDULE A

**FORM OF GRANT AGREEMENT**  
(Canadian Resident)

**JUST ENERGY GROUP INC.**  
**2013 PERFORMANCE BONUS INCENTIVE PLAN (the "PBG Plan")**

**GRANT AGREEMENT - PBGS**

Just Energy Group Inc. (the "Corporation"), grants to the Service Provider named below Performance Bonus Grants ("PBGs") whether related to a Performance Bonus, a signing bonus, transitioned RSGs or LTR RSGs or otherwise in accordance with and subject to the terms and conditions of this Grant Agreement and the PBG Plan (as amended from time to time), in the number set forth below:

**Name of Grantee:**

**Date of Grant:**

**Number of PBGs:**

- The terms and conditions of the PBG Plan are incorporated by reference and all capitalized terms used herein shall, unless expressly defined in a different manner, have the meanings ascribed thereto in the PBG Plan.
- Subject to section 6 of the PBG Plan, Grantee shall be entitled on each Vesting Date to payment for one third of the PBGs in accordance with the following schedule:

**Vesting Dates on which the PBGs shall vest (being the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> anniversary of the Grant Date) and become subsequently payable (a "Payment Date") in accordance with subsections 6(c) and (d) of the PBG Plan \* are as follows:**

March 31		
2014 – ●PBGs	2015 – ●PBGs	2016 – ●PBGs

\*The Corporation, in accordance with subsections 6(c) and (d) of the Plan, shall: (a) notify Grantee prior to each of the above Vesting Dates but no later than 60 business days thereafter of its decision as to the extent to which the PBGs shall, in the Corporation's unfettered discretion, be payable in Common Shares or cash or a combination thereof such notice to be substantially in the form of Schedule ONE hereto; and (b) as soon as practical after each Vesting Date advise the Grantee as to the calculation of such payment substantially in the form of Schedule TWO hereto. To the extent the PBGs are to be paid: (c) in Common Shares, each PBG will be exchanged on a Payment Date for one Common Share of the Corporation, whether purchased by the Corporation on the TSX or issued from the Corporation's treasury and (d) in cash on a Payment Date, the cash amount will be determined based on the product of: (i) the number of vested PBGs and (ii) the simple average TSX closing price of the Corporation's Common Shares for the five trading days immediately preceding the Vesting Date.

**Vesting Dates for transitioned RSGs shall be as provided for in the RSG Grant Agreement.**

All PBGs vesting and payable hereunder shall be paid no later than [December 31, 2016.]

No fractional Common Shares shall be issued hereunder. If the Grantee would be entitled to receive a fractional Common Share, the Grantee shall be issued full Common Shares rounded to the nearest full Common Share and except as contemplated by section 6 of the Plan no payment or other adjustment will be made with respect to the Common Shares to be issued to the Grantee.

3. Each Notice relating to the calculation of a payment shall be in writing substantially in the form of Schedule TWO hereto. All notices to the Corporation shall be addressed and forwarded to the Corporate Secretary of the Corporation, 100 King Street West, Suite 2630, Toronto, Ontario, M5X 1E1 by email or fax. All notices to the Grantee shall be addressed to the principal address of the Grantee on file with the Corporation. Either the Corporation or the Grantee may designate a different address by written notice to the other. Written notice to such addresses shall be effective to bind the Corporation, the Grantee and the Grantee's estate.
4. When the issuance of Common Shares on a Payment Date may, in the opinion of the Corporation, conflict or be inconsistent with any applicable law or regulation of any governmental agency or regulatory authority having jurisdiction, the Corporation reserves the right to refuse to issue such Shares for so long as such conflict or inconsistency remains outstanding.
5. The Grantee hereby agrees that:
  - (a) any rule, regulation or determination, including the interpretation of the PBG Plan, the PBGs granted hereunder and the issue of Common Shares, cash or a combination thereof by the Board shall be final and conclusive for all purposes and binding on all persons including the Corporation and the Grantee: and
  - (b) the grant of the PBGs shall not affect in any way the right of the Corporation to terminate the employment of the Grantee.
6. The Grantee shall be entitled to an additional monthly payment on a Dividend Payment Date on each outstanding PBG on a Dividend Record Date equal to the dividend paid on a Common Share on such Dividend Payment Date as provided in Section 6(h) of the Plan.
7. This Grant Agreement has been made in and shall be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
8. The parties confirm that it is their wish that this Grant Agreement, as well as any other documents relating to this Grant Agreement, have been and shall be drawn up in the English language only.

Les parties aux présentes confirment leur volonté que cette convention, de même tous les documents, soient rédigés en anglais seulement.

**JUST ENERGY GROUP INC.**

By: \_\_\_\_\_  
Ken Hartwick

I have read the foregoing Grant Agreement and hereby accept the PBGs on the terms set forth above in accordance with and subject to the terms and conditions of such Grant Agreement and the PBG Plan. I confirm I have received the complete text of the PBG Plan from the Corporation and I agree to be bound by the terms and conditions of the PBG Plan governing the PBGs made hereby and by the actions of the Board in respect thereof.

Date Accepted:

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Grantee's Signature

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Grantee's Name

**SCHEDULE ONE****JUST ENERGY GROUP INC. (the “Corporation”)****2013 Performance Bonus Incentive Plan ( the “PBG Plan”)****NOTICE TO GRANTEE****TO:** [insert name of GRANTEE]

Your Grant Agreement dated ● awarded you a bonus of ● PBGs, 1/3 of which (● PBGs (the “PBGs”)) will vest on ● (the “Vesting Date”) and be subsequently payable (the “Payment Date”) as provided below. Pursuant to subsections 6(c) and (d) of the PBG Plan the Corporation has elected that the PBGs be payable approximately as follows:

- (a) as to ● PBGs 1:1 into Common Shares of the Corporation; and/or
- (b) as to ● PBGs in \$● cash of which \$● will be withheld by the Corporation or its agent to pay employee withholding tax.

To the extent the PBGs are payable in Common Shares, you will be issued one Common Share for each PBG in the form of a DRS Advice Notice from Computershare, the Corporation’s transfer agent and registrar. Please deliver the DRS Advice Notice to your broker who will arrange to credit your brokerage account with uncertificated Common Shares.

To the extent your PBGs are payable in cash your next payroll advice will indicate the amount credited to your payroll account and the amount, if any, to be withheld for employee withholding tax.

You will receive a Calculation Notice within 60 business days of the above referenced Vesting Date in the form of Schedule Two.

**SCHEDULE TWO****Just Energy Group Inc. (the “Corporation”)****CALCULATION NOTICE****2013 Performance Bonus Incentive Plan ( the “PBG Plan”)**

Based on the five day simple average closing price on the TSX for the Corporation’s Common Shares for the five trading days prior to ●, (the “Vesting Date”) your ● vested PBGs were or will be satisfied as follows:

- (i) ● Common Shares of the Corporation (i); and/or
- (ii) \$● cash based on a value of \$● per PBG i.e., the five day simple average of the TSX closing trading price for Common Shares prior to the Vesting Date which will be credited to your payroll account on ●, less any employee withholding tax.

(1) A DRS Notice from Computershare representing ● Common Shares is enclosed. Please deliver to your broker and they will arrange to credit your brokerage account with an equivalent number of uncertificated Common Shares.

**SCHEDULE E**  
**(to the RSG Plan)**

**JUST ENERGY GROUP INC. (the “Corporation”)**

**FORM OF ELECTION**

**(for persons holding more than 5,000 unvested RSGs at March 31, 2013)**

**RSGs and/or LTR RSGs to PBGs**

At the date below (the “Election Time”), which must be a date prior to July 31, 2013, the undersigned holder (the “RSG Holder”) of the number of unvested restricted share grants (“RSGs”), indicated below and issued to Holder pursuant to the grant agreement(s) (“Grant Agreement(s)”) listed below pursuant to the terms of the 2010 Restricted Share Grant Plan (the “RSG Plan”) hereby elects pursuant to Section 7.8 of the RSG Plan and Section 6(i) of the 2013 Performance Bonus Incentive Plan (the “PBG Plan) to transition all of the Holder’s unvested RSGs to performance bonus grants (“PBGs”) under the PBG Plan on the following basis and terms and conditions:

1. Holder has received, reviewed and understands the terms and conditions of the RSG Plan and the PBG Plan and acknowledges that based on the Election as of the Election Time all of Holder’s RSGs will be cancelled and be transitioned and exchanged on a 1:1 basis to the PBG Plan and shall be evidenced by a PBG grant agreement.
2. Holder acknowledges that all such PBG grant agreements shall be in the format provided for under the PBG Plan as settled by the Committee and that the vesting dates as per each RSG grant agreement shall remain the same vesting dates in each PBG grant agreement.
3. Holder acknowledges that the terms of the PBGs listed below will likely be shorter than the term of the RSGs which may have the effect of accelerating Holder’s obligation to pay income tax on each vesting date in a PBG grant agreement.
4. Holder acknowledges that on a vesting date under the PBGs and the PGB Plan, that the Corporation (and not the Holder) will have the sole unfettered discretion to determine the extent to which the payment for the PBGs will be made in Common Shares of the Corporation, cash or some combination thereof.
5. Holder acknowledges that he/she has been afforded an opportunity to review the attached description of the PBG Plan included in the Corporation’s 2013 proxy circular for its June 26, 2013 AGM and has been afforded an opportunity to ask any questions about the PBG Plan, the transition of RSGs to PBGs and the tax and other implications of the PBG Plan as it may affect this Election.
6. Holder understands that if I sign this Election, all of my vested RSGs will continue to be governed by the RSG Plan.
7. Holder confirms having an opportunity to seek independent legal advice with respect to this Election and each of sections 1 – 6 hereof.

DATED •, 2013

(must be a date prior to July 31, 2013)

\_\_\_\_\_  
Name of RSG Holder

\_\_\_\_\_  
Signature of Holder

**List of unvested RSG and/or unvested LTR RSG Grant Agreements, etc.**

Effective Date of Grant Agreement	# of Unvested RSGs and/or LTR RSGs at March 31, 2013 <sup>(1)</sup>	Remaining Vesting Dates <sup>(2)</sup>	# of Transitioned PBGs
•, 2010	•	•	
•, 2011	•	•	
•, 2012	•	•	
•, 2013	•	•	
<b>Totals</b>			

Notes:

- (1) All of which will transition to and be exchanged for PBGs under the PBG Plan
- (2) Will not change under the PBG Plan from the vesting dates for unvested RSGs under the applicable RSG Grant Agreements.

