IBERIAN MINERALS LTD.

NOTICE OF SPECIAL MEETING OF SHAREHOLDERS
TO BE HELD ON MARCH 14, 2017 AND MANAGEMENT INFORMATION CIRCULAR
RELATING TO THE PLAN OF ARRANGEMENT
involving

IBERIAN MINERALS LTD.

and

ENVIROLEACH TECHNOLOGIES INC.

and

THE SHAREHOLDERS OF IBERIAN MINERALS LTD.

FEBRUARY 10, 2017

These materials are important and require your immediate attention. They require shareholders of Iberian Minerals Ltd. ("**Iberian**") to make important decisions. Please carefully read this management information circular, including the appendices thereto, as it contains detailed information relating to, among other things, the plan of arrangement involving Iberian and Enviroleach Technologies Inc. If you are in doubt as to how to deal with these materials or the matters they describe, please consult your financial, legal, tax or other professional advisors. The board of directors of Iberian recommends that shareholders of Iberian vote FOR the plan of arrangement and the other matters to be considered at the special meeting.

TO: The Shareholders of Iberian Minerals Ltd.

You are invited to attend the special meeting (the "**Meeting**") of the holders ("**Iberian Shareholders**") of common shares ("**Common Shares**") of Iberian Minerals Ltd. ("**Iberian**" or the "**Corporation**") to be held at the offices of DLA Piper (Canada) LLP, 1000, 250 2nd Street SW, Calgary, Alberta on March 14, 2017 at 9:00 a.m. (Calgary time) for the purposes set forth in the accompanying Notice of Special Meeting of Shareholders.

At the Meeting, Iberian Shareholders will be asked to consider and vote on a special resolution approving a plan of arrangement (the "**Arrangement**") under the provisions of the *Business Corporations Act* (Alberta) (the "**ABCA**") involving the Corporation, Enviroleach Technologies Inc. ("**ETI**") and the Iberian Shareholders pursuant to which the Corporation will: (i) transfer certain of its technology rights to ETI in exchange for: (a) a promissory note from ETI in the amount of $1,600,000; and (b) 28,000,000 common shares in the capital of ETI (the "**ETI Shares**"); and (ii) distribute 26,000,000 ETI Shares (the "**ETI Share Distribution**") as a return of stated capital to the Iberian Shareholders such that each Iberian Shareholder will receive the ETI Share Distribution in proportion to his/her/its interest in the Corporation. For the Arrangement to proceed, the special resolution must be approved by at least 66 2/3 of the votes cast by Iberian Shareholders present, in person or by proxy, at the Meeting.

The purpose of the Arrangement is to enable the Corporation to spin-out the technology rights relating to environmentally friendly treatment systems for the hydrometallurgical extraction of gold and other metals from ores, ore concentrates and electronic waste components it holds. Upon completion of the Arrangement, the Corporation will continue to be focused on its historical role as a mining company and ETI will be focused on the development of the technology rights acquired from the Corporation. Iberian Shareholders will own shares in each of the Corporation and ETI.

The Arrangement is designed to enhance shareholder value by giving Iberian Shareholders access to two separate public companies having upside potential and giving each company the ability to pursue its own business plan.

The Board of Directors of the Corporation (the "**Board of Directors**") believes that the Arrangement is in the best interests of the Corporation and its shareholders and that Iberian Shareholders will benefit from the improved platform to maximize Shareholder value, as a result of the following factors, among others:

- providing Iberian Shareholders with ownership in two public companies with distinct businesses;
- a clear mandate for each company to pursue its own business plan and to achieve its own strategic goals;
- an opportunity to selectively finance and develop distinct businesses held through separate entities; and
- continued exposure to each company's potential upside and additional growth opportunities.

Completion of the Arrangement is subject to various conditions, including the listing of the ETI Shares on a stock exchange and the receipt of all regulatory, Shareholder and court approvals. If the Arrangement is approved by Iberian Shareholders and all other conditions to the implementation of the Arrangement are satisfied or waived, the Corporation anticipates that the Arrangement will become effective as soon as practicable following the granting of the final order by the court.

The Board of Directors, has unanimously determined that the Arrangement is fair to Iberian Shareholders, is in the best interest of Iberian and its Shareholders, and should be placed before Iberian Shareholders for their approval at the Meeting. The Board of Directors recommends that Iberian Shareholders vote in favour of the Arrangement Resolution.

Iberian Shareholders will also be asked at the Meeting to consider and vote on an ordinary resolution approving the stock option plan of ETI. The completion of the Arrangement is not conditional upon approval of the ETI stock option plan.

The accompanying management information circular provides a detailed description of the Arrangement and the other matters to come before the Meeting. Please give this material your careful consideration. If you require assistance, you should consult your financial, income tax or other professional advisors.

To be represented at the Meeting, you must either attend the Meeting in person or complete and sign the enclosed form of proxy and forward it so as to reach or be deposited with Computershare Trust Company of Canada, Attention: Proxy Department, 100 University Avenue, 8th Floor, Toronto, Ontario M5J 2Y1, or faxed to (416) 263-9524 or 1-866-249-7775, no later than 48 hours (excluding Saturdays, Sundays and statutory holidays) prior to the Meeting or any adjournments or postponement thereof. An envelope addressed to Computershare Trust Company of Canada is enclosed for your convenience.

If you are a non-registered Shareholder and have received these materials from your broker or another intermediary, please complete and return the voting instruction form or other authorization form provided to you by your broker or other intermediary in accordance with the instructions provided with it. Failure to do so may result in your shares not being eligible to be voted at the Meeting.

Yours very truly,

(signed) “Greg Pendura”

Chairman of the Board of Directors

IBERIAN MINERALS LTD.

NOTICE OF SPECIAL MEETING OF SHAREHOLDERS

Notice is hereby given that a special meeting (the "**Meeting**") of the shareholders (the "**Iberian Shareholders**") of Iberian Minerals Ltd. (the "**Corporation**") will be held at the offices of DLA Piper (Canada) LLP, 1000, 250 2nd Street SW, Calgary, Alberta on March 14, 2017 at 9:00 a.m. (Calgary time) for the following purposes:

1. to consider, pursuant to an order (the "**Interim Order**") of the Court of Queen's Bench of Alberta (the "**Court**") dated January 24, 2017 and, if deemed advisable, to pass, with or without variation, a special resolution approving an arrangement (the "**Arrangement**") under section 193 of the *Business Corporations Act* (Alberta) (the "**ABCA**") which involves, among other things, the spin-out of the Technology Rights (as such term is defined in the Circular (as defined herein)) to Enviroleach Technologies Inc. and the distribution to Iberian Shareholders of common shares of Enviroleach Technologies Inc. as a return of stated capital., all as more particularly described in the accompanying management information circular (the "**Circular**");

2. to consider and, if thought advisable, pass, with or without variation, an ordinary resolution to approve, ratify and confirm a stock option plan for Enviroleach Technologies Inc.; and

3. to transact such other business as may properly come before the Meeting or any adjournments or postponements thereof.

The completion of the Arrangement is not conditional upon approval of the stock option plan for Enviroleach Technologies Inc.

A complete description of the Arrangement and related transactions is included in the Circular. The full text of the Arrangement Resolution is set forth in Appendix "A" to the Circular. The Arrangement will be completed pursuant to the arrangement agreement dated January 23, 2017 (the "**Arrangement Agreement**"), the text of which is attached as Appendix "B" to the Circular.

The Arrangement is subject to shareholder approval pursuant to the Interim Order. Before the Arrangement can become effective, it must also be approved by a final order (the "**Final Order**") of the Court. A copy of the Interim Order and the originating application for the Final Order are attached as Appendices "C" and "D", respectively, to the Circular.

Pursuant to the Interim Order, the ABCA and the plan of arrangement providing for the Arrangement (the "Plan of Arrangement"), registered Iberian Shareholders have the right to dissent in respect of the Arrangement Resolution. If the Arrangement is completed, each registered Iberian Shareholder who exercises a right of dissent pursuant to the Interim Order, the ABCA and the Plan of Arrangement (a "Dissenting Shareholder") will be entitled to be paid the fair market value of his, her or its common shares of the Corporation if the Corporation shall have received a written objection to the Arrangement Resolution from the Dissenting Shareholder by 5:00 p.m. (Calgary time) on March 13, 2017 or 5:00 p.m. (Calgary time) on the day that is two business days immediately preceding the date that any adjournment or postponement of the Meeting is reconvened or held, as the case may be, addressed to the Corporation, c/o DLA Piper (Canada) LLP, 1000, 250 2nd Street SW, Calgary, Alberta T2P 0C1, Attention: Roy Hudson, or the chairman of the Meeting shall have received on the day of the Meeting, or any adjournment thereof, prior to its commencement, and the Dissenting Shareholder shall have otherwise complied with the dissent procedures under the ABCA (as modified in certain respects by the Interim Order and the Plan of Arrangement). The foregoing rights of dissent are described in the

Circular under the heading "Rights of Dissenting Shareholders" and in Appendix "E" to the Circular.

Only Iberian Shareholders of record at the close of business on January 23, 2017 are entitled to notice of and to vote at the Meeting and any adjournment thereof.

Registered Iberian Shareholders who are unable to attend the Meeting in person are requested to date and sign the enclosed form of proxy and to mail it to or deposit it with the Secretary of the Corporation, care of Computershare Trust Company of Canada, Attention: Proxy Department, 100 University Avenue, 8th Floor, Toronto, Ontario M5J 2Y1, or faxed to (416) 263-9524 or 1-866-249-7775. In order to be valid and acted upon at the Meeting, forms of proxy must be received at the aforesaid address no later than 48 hours (excluding Saturdays, Sundays and statutory holidays in the city of Calgary, Alberta) before the time of the Meeting or any adjournments or postponements thereof. If you are a non-registered Iberian Shareholder and receive these materials through your broker or through another intermediary, please complete and return the materials in accordance with the instructions provided to your broker or the other intermediary. Failure to do so may result in your shares of the Corporation not being voted at the Meeting.

Dated at Edmonton, Alberta on the 10th day of February, 2017.

ON BEHALF OF THE BOARD OF DIRECTORS

(signed) "Greg Pendura"

Chairman of the Board of Directors

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APPENDICES

IBERIAN MINERALS LTD.

MANAGEMENT INFORMATION CIRCULAR

This Circular is furnished in connection with the solicitation of proxies by management of Iberian Minerals Ltd. for use at the special meeting of shareholders of the Corporation to be held on March 14, 2017.

Unless the context otherwise requires, capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Glossary of Terms in this Circular.

In considering whether to vote for the approval of the Arrangement Resolution, Iberian Shareholders should be aware that there are various risks, including those described in the Section entitled "Risk Factors" in this Circular. Iberian Shareholders should carefully consider these risk factors, together with other information included in this Circular, before deciding whether to approve the Arrangement.

INFORMATION CONCERNING FORWARD-LOOKING STATEMENTS

Except for statements of historical fact contained herein, the information presented in this Circular constitutes forward-looking statements or information (collectively "**forward-looking statements**") within the meaning of Canadian securities legislation.

Forward-looking statements include, but are not limited to, statements with respect to activities, events or developments that either the Corporation or ETI expects or anticipates will or may occur in the future, including management's assessment of future plans and operations and statements with respect to the completion and the Effective Date of the Plan of Arrangement, the date of the hearing for the Final Order, the timing for delivery of the ETI Share Distribution, the conversion of the ETI Subscription Receipts, treatment under governmental regulatory regimes, the stock exchange listing of securities issued under the Arrangement, the receipt of all necessary regulatory and Court approvals to complete the Arrangement, the issuance of ETI Shares and the business plan of ETI. In certain cases, forward-looking statements can be identified by terminology such as "may", "will", "expect", "plan", "anticipate", "believe", "intend", "estimate", "predict", "forecast", "outlook", "potential", "continue", "should", "likely", or the negative of these terms or other comparable terminology.

Although management believes that the anticipated future results, performance or achievements expressed or implied by the forward-looking statements are based upon reasonable assumptions and expectations, the reader should not place undue reliance on forward-looking statements and information because they involve assumptions, known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of the Corporation or ETI to differ materially from anticipated future results, performance or achievements expressed or implied by such forward-looking statements. Factors that could cause actual results to differ materially from those set forth in the forward-looking statements include, but are not limited to, risks and uncertainties related to: ETI's limited operating history and history of no earnings; competition; project risks; industry conditions; joint ventures; changes to government laws and regulations; dependence on key personnel; general economic conditions; political and foreign exchange risks in the jurisdictions in which the Corporation and ETI carry on, and propose to carry on, their respective business activities; commodity prices; the availability of qualified labour; the receipt of all necessary permits and approvals which the Corporation and ETI may require for their proposed activities; title matters or claims; protection of the Corporation's and ETI' property rights; capital expenditure programs; actual results of current exploration, development and related activities; interest rates; availability of financing; insurance limitations; environmental risks and hazards; obtaining required approvals of regulatory authorities; consummation of the Plan of Arrangement being dependent on the satisfaction of customary closing conditions; the approval of Iberian Shareholders and the approval of the Court; the conversion of the ETI Subscription Receipts being dependent on the satisfaction of certain release conditions; and other risks factors described from time to time in the documents filed by the Corporation with applicable securities regulators, including in this Circular under

the heading "*Part VII - Other Matters - Risk Factors*" and in the documents incorporated by reference herein.

Forward-looking statements are made based on management's beliefs, estimates and opinions on the date the forward-looking statements are made and the Corporation undertakes no obligation to update any forward-looking statement if these beliefs, estimates and opinions or other circumstances should change, except as may be required by applicable law.

INFORMATION CONTAINED IN THIS CIRCULAR

The information contained in this Circular is given as at February 10, 2017, unless otherwise noted. No person has been authorized to give any information or to make any representation in connection with the Arrangement and other matters described herein other than those contained in this Circular and, if given or made, any such information or representation should be considered not to have been authorized by the Corporation.

This Circular does not constitute the solicitation of an offer to purchase any securities or the solicitation of a proxy by any person in any jurisdiction in which such solicitation is not authorized or in which the person making such solicitation is not qualified to do so or to any person to whom it is unlawful to make such solicitation.

Information contained in this Circular should not be construed as legal, tax or financial advice and Iberian Shareholders are urged to consult their own professional advisers in connection therewith.

Descriptions in the body of this Circular of the terms of the Arrangement Agreement and the Plan of Arrangement are merely summaries of the terms of those documents. Iberian Shareholders should refer to the full text of the Arrangement Agreement and the Plan of Arrangement for complete details of those documents. The full text of the Arrangement Agreement is attached to this Circular as Appendix "B" and the Plan of Arrangement is attached as Schedule "A" to the Arrangement Agreement.

REPORTING CURRENCIES AND ACCOUNTING PRINCIPLES

In this Circular, unless otherwise stated, dollar amounts are expressed in Canadian dollars.

The financial statements of the Corporation and ETI referred to in this Circular, as well as the *pro forma* consolidated financial statements for Iberian, are reported in Canadian dollars and have been prepared in accordance with IFRS.

GLOSSARY OF TERMS

The following glossary of words and terms used in this document, including the cover pages and summary, is provided for ease of reference. These words and terms are not always used in the financial statements and other financial information contained herein or in the appendices hereto. Plural forms of these words and terms shall include the singular and vice-versa.

"**ABCA**" means the *Business Corporations Act* (Alberta), as amended, including the regulations promulgated thereunder;

"**affiliate**" has the meaning set forth in the Securities Act;

"**Arrangement**" means the arrangement under Section 193 of the ABCA on the terms and subject to the conditions set forth in the Plan of Arrangement, subject to any amendments or variations thereto made in accordance with the Arrangement Agreement or the Plan of Arrangement, or made at the direction of the Court in the Final Order;

"**Arrangement Agreement**" means the arrangement agreement dated January 23, 2017 between Iberian and ETI;

"**Arrangement Resolution**" means the special resolution of the Iberian Shareholders approving the Arrangement in accordance with the Interim Order;

"**Articles of Arrangement**" means the articles of arrangement in respect of the Arrangement required under subsection 193(10) of the ABCA to be filed with the Registrar after the Final Order has been made to give effect to the Arrangement;

"**Business Day**" means a day, other than a Saturday, Sunday or a statutory holiday observed in Calgary, Alberta;

"**Circular**" means the management information circular of Iberian, together with all appendices thereto, to be sent to Iberian Shareholders in connection with the Meeting;

"**Consent to Assignment and Technology Purchase Agreement**" means the agreement entered into among Mohave, Steve Scott, Iberian and ETI dated December 13, 2016 whereby each of Mohave County Mining, LLC and Steve Scott has consented to the transfer of the Technology Rights to ETI;

"**Court**" means the Alberta Court of Queen's Bench;

"**CSE**" means the Canadian Stock Exchange;

"**Dissenting Non-Resident Shareholder**" has the meaning ascribed thereto under "*Part VI - Income Tax Considerations - Certain Canadian Federal Income Tax Considerations*".

"**Dissent Rights**" means the right of a Registered Shareholder, in accordance with the Interim Order and this Plan, to dissent to the resolution approving the Arrangement and to be paid the fair value of the Iberian Shares in respect of which such Registered Shareholder dissents;

"**Dissenting Shareholder**" means Registered Shareholder who has duly exercised its Dissent Rights and has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights, but only in respect of the Iberian Shares in respect of which Dissent Rights are validly exercised by such Registered Shareholder;

"**DRS**" means the direct registration system;

"**DRS Advice**" means a DRS advice which details the shares held in a book position;

"**Effective Date**" means the date shown on the confirmation of filing to be issued under the ABCA giving effect to the Arrangement, which date shall be determined in accordance with the Arrangement Agreement;

"**Effective Time**" means the time at which the steps to complete the Arrangement will commence, which will be 12:01 a.m. (Calgary time) on the Effective Date, subject to any amendment or variation in accordance with the terms of the Arrangement Agreement;

"**ETI**" means Enviroleach Technologies Inc., a corporation existing under the ABCA;

"**ETI Board**" means the board of directors of ETI, as may be constituted from time to time;

"**ETI Promissory Note**" means a promissory note in the amount of $1,600,000 made by ETI in favour of Iberian;

"**ETI Seed Private Placement**" the private placement by ETI of 9,000,000 common shares in the capital of ETI at a price of $0.05 per share completed on December 19, 2016;

"**ETI Shares**" means the common shares without par value in the capital of ETI as constituted on the date of the Arrangement Agreement;

"**ETI Share Consideration**" means 28,000,000 ETI Shares;

"**ETI Share Distribution**" means the 26,000,000 ETI Shares to be distributed by Iberian to the Iberian Shareholders in accordance with the Plan of Arrangement;

"**ETI Shareholders**" means holders of ETI Shares at the applicable time;

"**ETI Stock Option Plan**" means the stock option plan of ETI, as constituted as of the date hereof;

"**ETI Stock Option Plan Resolution**" means the ordinary resolution of Iberian Shareholders approving the ETI Stock Option Plan to be considered at the Meeting;

"**ETI Subscription Receipts**" means subscription receipts of ETI which shall be issued at a price of $0.25 per subscription receipt pursuant to the Private Placement, with each subscription receipt convertible to one (1) ETI Share and one (1) ETI Warrant upon satisfaction of the Release Conditions;

"**ETI Warrants**" means a warrant exercisable into one (1) ETI Share at a price of $0.50 for a period of two years from the date of issuance;

"**Final Order**" means the final order of the Court approving the Arrangement, as such order may be amended or varied at any time prior to the Effective Time or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or amended, with or without variation, on appeal;

"**Iberian**" means Iberian Minerals Ltd., a corporation existing under the ABCA;

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

"**Iberian Convertible Securities**" means all options, warrants or other rights, agreements or commitments of any character whatsoever (contingent or otherwise) requiring the issuance, sale or

transfer by Iberian of any securities of Iberian or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire, Iberian securities;

"**Iberian Shareholders**" means the holders of Iberian Shares;

"**Iberian Shares**" means common shares in the capital of Iberian;

"**IFRS**" means International Financial Reporting Standards as issued by the International Accounting Standards Board;

"**Interim Order**" means the interim order of the Court concerning the Arrangement dated January 24, 2017 containing declarations and directions with respect to the Arrangement and the holding of the Meeting, as such order may be amended or varied by the Court;

"**Material Adverse Effect**" in relation to any event or change in respect of a Party, means an effect that is or would reasonably be expected to be materially adverse to the financial condition, operations, prospects, assets, liabilities, capitalization, licenses, permits, concessions, rights or privileges or business, whether contractual or otherwise, of the Party, provided that a Material Adverse Effect shall not include an adverse effect in the financial condition, operations, prospects, assets, liabilities, capitalization, licenses, permits, concessions, rights or privileges or business, whether contractual or otherwise, of a Party that arises or results from or is in any way connected with, either directly or indirectly: (i) a matter that has prior to the date hereof or concurrently with the announcement of the Arrangement Agreement been publicly disclosed, or otherwise disclosed in writing to the other Party; (ii) conditions affecting the mining industry or technology industry as a whole; (iii) general economic, financial, currency exchange, securities or commodity market conditions in Canada, the United States or elsewhere; (iv) relating to any change in the trading price of the Iberian Shares that arises from the announcement of execution of the Arrangement Agreement; or (v) any change in IFRS; or (vi) that is consented to by the other Party or results from any matter consented to by the other Party;

"**Meeting**" means the special meeting, including any adjournments or postponements thereof, of the Iberian Shareholders to be held, among other things, to consider, and if thought fit, authorize, approve and adopt the Arrangement in accordance with the Interim Order and to approve the ETI Stock Option Plan Resolution;

"**Mineworx**" means Mineworx Technologies Inc., a company incorporated under the laws of the Province of British Columbia;

"**Mining Business**" means the mineral exploration and development business currently carried on by the Corporation and through its wholly-owned subsidiary, Mineworx, the business of partnering with existing mining companies and operators by employing Mineworx's portable processing technologies;

"**Mohave**" means Mohave County Mining, LLC, a body corporate incorporated under the law of the State of Nevada;

"**Outside Date**" means June 30, 2017;

"**Parties**" means the parties to the Arrangement Agreement and their respective successors and permitted assigns and "Party" means any one of them;

"**person**" includes any individual, a sole proprietorship, firm, partnership, joint venture, venture capital fund, limited liability company, unlimited liability company, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate, corporation, unincorporated association or organization, union, Governmental Authority, syndicate or other entity, whether or not having legal status;

"**Plan**" or "**Plan of Arrangement**" means the plan of arrangement, including its Appendices, as it may be amended, modified or supplemented from time to time in accordance with the terms thereof, in substantially the form set out as Schedule A to the Arrangement Agreement;

"**Private Placement**" means the private placement of 10,000,000 Subscription Receipts;

"**Provisional Application**" means the provisional patent application filed with the U.S. Patent and Trademark Office on June 24, 2016 which received Application Serial Number 62/354,393;

"**Purchase Agreement**" means the agreement between Iberian and ETI to be dated as of the Effective Date transferring the Technology Rights to ETI in exchange for: (i) the issuance by ETI of the ETI Share Consideration to Iberian; (ii) the issuance of the ETI Promissory Note, in substantially the form set out as Schedule C to the Arrangement Agreement;

"**Record Date**" means January 23, 2017, being the date set by the Corporation for determining Iberian Shareholders entitled to receive notice of and vote at the Meeting.

"**Registrar**" means the Registrar of Corporations for the Province of Alberta duly appointed under the ABCA;

"**Registered Shareholder**" means a registered holder of Iberian Shares as recorded in the shareholder register of Iberian;

"**Release Conditions**" means all conditions, undertakings and other matters to be satisfied, completed and otherwise met prior to or contemporaneously with the completion of the Plan of Arrangement pursuant to the Arrangement Agreement, including, but not limited to: (i) the conditional approval of a Stock Exchange to list the ETI Shares; (ii) the approval of the Iberian Shareholders of the Arrangement Resolution; and (iii) all other necessary regulatory and court approvals;

"**Securities Act**" means the Securities Act (Alberta) and the rules, regulations and policies made thereunder, as now in effect and as they may be amended from time to time prior to the Effective Date;

"**Stock Exchange**" means a Canadian stock exchange, including the TSXV and the CSE;

"**Tax Act**" means the *Income Tax Act* (Canada), R.S.C. 1985, c.1 (5th Supp.), including the regulations promulgated thereunder, as amended;

"**Technology**" means information and inventions (whether patentable or not) that relate to chemical treatment systems for the hydrometallurgical extraction of gold from ores, ore concentrates and electronic waste components, as contemplated by the Testing and Transfer Agreement. For greater certainty, the Technology includes but is not limited to the subject matter set out in the Provisional Application and any patents or patent applications claiming priority therefrom or incorporating any part of the subject matter thereof, and any improvements or modifications thereto;

"**Technology Business**" means the business proposed to be carried on by ETI to develop, operate, market and license products and systems utilizing the Technology;

"Technology Rights" means the rights of Iberian to acquire the Technology, as contemplated by the Testing and Transfer Agreement and the Consent to Assignment and Technology Rights Purchase Agreement;

"**Testing and Transfer Agreement**" means the Agreement to Conduct Testing and Transfer Intellectual Property dated effective as of January 1, 2016 between Mohave, Scott and Mineworx; and

"**TSXV**" means the TSX Venture Exchange.

SUMMARY

The following is a summary of the information contained elsewhere in this Circular concerning a proposed reorganization of the Corporation by way of the Arrangement and certain other matters and should be read together with the more detailed information, appendices and financial data and statements contained elsewhere in this Circular and incorporated in this Circular by reference. Certain capitalized words and terms used in this summary are defined in the "Glossary of Terms" above or elsewhere in this Circular. This summary is qualified in its entirety by the more detailed information and financial statements appearing or referred to elsewhere in this Circular and the schedules attached hereto.

The Meeting

The Meeting will be held at the offices of DLA Piper (Canada) LLP, 1000, 250 2nd Street SW, Calgary, Alberta on March 14, 2017 commencing at 9:00 a.m. (Calgary time). At the Meeting, Iberian Shareholders will be asked to pass, with or without variation, the Arrangement Resolution approving the Arrangement among Iberian, ETI and the Iberian Shareholders. The Arrangement will consist of, among other things, the distribution of ETI Shares to the Iberian Shareholders.

Iberian Shareholders will also be requested to consider and, if thought fit, to pass an ordinary resolution ratifying and approving the adoption of the ETI Stock Option Plan. The completion of the Arrangement is not conditional upon approval of the ETI Stock Option Plan.

The Arrangement

The Corporation is a publicly traded company listed on the TSXV which, in addition to owning the Technology Rights, carries on the Mining Business**.** The Arrangement has been proposed to facilitate the transfer of the Technology Rights to ETI so that ETI can carry on the Technology Business. Management of the Corporation believes that transferring the Technology Rights to ETI offers a number of benefits to shareholders. The objective of the Arrangement is to maximize shareholder value by allowing the market to independently value the two businesses.

Pursuant to the Arrangement, Iberian will transfer to ETI the Technology Rights necessary to carry on the Technology Business. In exchange for the Technology Rights, ETI will issue to Iberian the ETI Promissory Note in the amount of $1,600,000 and the ETI Share Consideration (being 28,000,000 ETI Shares).

Each Iberian Shareholder as of the Effective Time, other than a Dissenting Shareholder, will receive a *pro rata* share of the ETI Share Distribution (being 26,000,000 ETI Shares) (calculated assuming that there are no Dissenting Shareholders) as a reduction of stated capital of Iberian and which *pro rata* share will be determined based on the number of Iberian Shares outstanding at the Effective Time. See "*Part II - The Arrangement – Details of the Arrangement*".

Principal Steps of the Arrangement

On the Effective Date of the Arrangement, the following shall occur and be deemed to occur in the following order:

(a) the Iberian Shares held by any Dissenting Shareholders, who duly exercise their Dissent Rights and who are ultimately entitled to be paid fair value for those Iberian Shares, will be deemed to have been transferred to Iberian and cancelled and will cease to be outstanding at the Effective Time, and such Dissenting Shareholders will cease to have any rights as Iberian Shareholders other than the right to be paid the fair value for their Iberian Shares by Iberian;

(b) Iberian shall transfer the Technology Rights to ETI pursuant to the Purchase Agreement in exchange for: (i) the ETI Share Consideration; and (ii) the ETI Promissory Note;

(c) the Release Conditions shall have been deemed to be satisfied and each one (1) ETI Subscription Receipt shall be exchanged for one (1) ETI Share; and

(d) Iberian shall deliver to each Registered Shareholder as at the Effective Time, such Registered Shareholder's pro rata share of the ETI Share Distribution (assuming that there are no Dissenting Shareholders) as a reduction of stated capital and which pro rata share is based on the number of outstanding Iberian Shares outstanding at the Effective Time.

Effect of the Arrangement

Following completion of the Arrangement, the Corporation will continue to carry on the Mining Business. Each Iberian Shareholder will continue to be a shareholder of the Corporation.

Following completion of the Arrangement, ETI will be a public company, the shareholders of which will be: (i) the holders of ETI Shares from the ETI Seed Private Placement; (ii) the holders of ETI Subscription Receipts from the Private Placement; (iii) Iberian; and (iv) holders of Iberian Shares as of the Effective Time. ETI will hold the Technology Rights and will carry on the Technology Business. Closing of the Arrangement is conditional upon ETI being conditionally approved for listing on a Stock Exchange. See "*Part V – Information Concerning ETI*" for a description of ETI, its corporate structure and business, the Technology Business, the Technology Rights and other matters, including selected pro–forma unaudited financial information of ETI, assuming completion of the Arrangement.

Holders of Iberian Convertible Securities shall not be entitled to acquire or receive any securities of ETI pursuant to the Arrangement. Only holders of Iberian Shares shall be entitled to their *pro rata* share of the ETI Share Distribution pursuant to the Arrangement.

No fractional ETI Shares shall be issued pursuant to the Plan. In the event that a Iberian Shareholder would otherwise be entitled to a fractional ETI Share hereunder, the number of ETI Shares issued to such Iberian Shareholder shall be rounded down to the next lesser whole number of ETI Shares. In calculating such fractional interests, all Iberian Shares registered in the name of or beneficially held by such Iberian Shareholder or their nominee shall be aggregated. In the event that the rounding down of such fractional interests results in a portion of the ETI Share Distribution not being distributed to Iberian Shareholders, such undistributed ETI Shares shall be registered in the name of Iberian.

Reasons for the Arrangement

Iberian believes that the Arrangement is in the best interests of Iberian for numerous reasons, including the fact that it will continue with a focus on the Mining Business with a meaningful market capitalization and a solid management team. Iberian expects to have broader appeal to the investment community with its focus primarily as a Mining Business. ETI will focus on the Technology Business with a qualified board of directors and management team. Shareholders who continue as Iberian Shareholders will hold shares in two companies with well-defined and distinct projects. Iberian believes that the Arrangement will provide both Iberian and ETI with the ability to more effectively finance, utilize and exploit their respective assets. For further information on the reasons for the Arrangement, see "*Part II – The Arrangement – Reasons for the Arrangement*" in this Circular.

Iberian

Iberian is an Alberta corporation whose shares are traded on the TSXV under the symbol "IML" and on the OTCQB Exchange under the symbol "SLDRF". Iberian currently carries on the Mining Business.

See "*Part IV – Information Concerning Iberian*" in this Circular for information about Iberian.

ETI

ETI is an Alberta corporation that will, on the Effective Date, acquire the Technology Rights pursuant to the Arrangement and thereafter, carry on the Technology Business.

See "*Part V – Information Concerning ETI*" in this Circular for disclosure about ETI.

Recommendation of the Iberian Board

The Iberian Board has concluded that the Arrangement is fair to the Iberian Shareholders and is in the best interests of Iberian, and unanimously recommends that Iberian Shareholders vote in favour of the Arrangement Resolution. See "*Part II — The Arrangement — Recommendation of the Iberian Board*".

Conditions to the Arrangement

The Arrangement is subject to a number of specified conditions, certain of which may only be waived in accordance with the Arrangement Agreement, including:

1) Votes Required for the Arrangement

In order for the Arrangement to be approved, the affirmative vote of at least 66 $^{2}/_{3}$ of the votes cast by disinterested holders of Iberian Shares present in person or by proxy at the Meeting must be obtained. See "*Part III – The Arrangement – Shareholder Approval*".

2) Stock Exchange Listings

The Iberian Shares are currently listed and traded on the TSXV. The completion of the Arrangement is, among other things, conditional on: (i) the TSXV having accepted notice of the Arrangement, and (ii) a Stock Exchange having conditionally approved the listing of the ETI Shares.

3) Court Approval of the Arrangement

The ABCA requires that an application be made to the Court for approval of the Arrangement and the Interim Order contemplates that an application for the Final Order will be made on March 14, 2017 at 2:00 p.m. (Calgary time), or as soon thereafter as counsel may be heard, at the Court. The full text of the originating application in respect of the Final Order is set forth in Appendix "D" to this Circular.

The Court, in hearing the application for the Final Order, will consider, among other things, the fairness of the Arrangement to the Iberian Shareholders. The Court has very broad discretion under the ABCA when making orders in respect of the Arrangement and that the Court may approve the Arrangement either as proposed or as amended in any manner that the Court may direct, subject to compliance with such terms and conditions, if any, as the Court may see fit.

At the hearing of the application for the Final Order, any Iberian Shareholder who wishes to participate, be represented and present evidence or arguments may do so, subject to filing and serving upon the Corporation a notice of appearance as provided in the Interim Order.

See "*Part II - The Arrangement - Conditions to the Arrangement*" for additional details.

Proxies

To be valid, a proxy must be dated and signed by the Iberian Shareholder or his attorney authorized in writing or, if the Iberian Shareholder is a corporation, by a duly authorized officer or attorney. The proxy, to be acted upon, must be received by Computershare Trust Company of Canada, 100 University

Avenue, 8th Floor, Toronto, Ontario M5J 2Y1, no later than 48 hours (excluding Saturdays, Sundays and statutory holidays in the city of Calgary, Alberta) before the time of the Meeting or any adjournments or postponements thereof.

Only Iberian Shareholders of record at the close of business (Calgary time) on January 23, 2017 will be entitled to receive notice and vote at the Meeting, or any adjournments or postponements thereof.

Unless a Iberian Shareholder specifies otherwise, the Iberian Shares represented by a proxy furnished to Iberian will be voted in favour of the Arrangement Resolution to approve the Arrangement. See "*Part I — General Proxy Information*".

Rights of Dissent

Registered Shareholders may exercise rights of dissent pursuant to and in the manner set forth in section 191 of the ABCA, as modified by the Interim Order or the Final Order and in accordance with the procedures set forth under "*Part II –The Arrangement - Rights of Dissenting Shareholders*". See Appendix "E" for the provisions in section 191 of the ABCA.

Procedure for Receipt of ETI

As soon as practicable following the Effective Date, Iberian will forward or cause to be forwarded by first-class mail (postage paid) to Iberian Shareholders, other than Dissenting Shareholders, as of the Effective Time at the address specified in the register of holders of Iberian Shares, DRS Advices representing the number of ETI issued to such Registered Shareholder under the Arrangement. In the event that the rounding down of such fractional interest results in a portion of the ETI Share Consideration not being distributed to Iberian Shareholders, such undistributed ETI Shares shall be registered in the name of Iberian. See "*Part II - The Arrangement - Procedure for the Issuance and Delivery of ETI Shares*".

Income Tax Considerations

Certain Canadian federal income tax considerations for Iberian Shareholders who participate in the Arrangement or who dissent from the Arrangement are set out in the summary herein entitled "*Part VI - Income Tax Considerations – Certain Canadian Federal Income Tax Considerations*".

ETI Stock Option Plan

At the Meeting, Iberian Shareholders will also be asked to consider and, if deemed advisable, ratify and approve the adoption by ETI of the ETI Stock Option Plan which will authorize the ETI Board to issue stock options to directors, officers, employees or other service providers of ETI and its subsidiaries. To be adopted, the ordinary resolution must be approved by a simple majority of votes cast at the Meeting by Iberian Shareholders. Shareholder approval of the ETI Stock Option Plan may be required by the Stock Exchange. A copy of the ETI Stock Option Plan is set out in Appendix "F" to this Circular. See "*Part III - Approval of ETI Stock Option Plan*". The completion of the Arrangement is not conditional upon approval of the ETI Stock Option Plan.

Selected Pro Forma ETI Financial Information

The following table sets out selected pro forma financial information in respect of ETI as if the Arrangement had been completed as of December 31, 2016.

The following pro-forma financial information should be considered in conjunction with the more complete information contained in Appendix G to this Circular.

ETI Pro-forma Summary Information

	Year Ended December 31, 2016 ($)
Current Assets	2,609,628
Non-Current Assets	4,740,000
Total Assets	7,349,628
Total Liabilities	3,359,246
Shareholders' Equity	3,990,382

Risk Factors

For a description of certain risk factors common to Iberian and ETI, risk factors specific to Iberian and risk factors specific to ETI, which will apply to Iberian and ETI upon completion of the Arrangement, see "*Part VII - Other Matters - Risk Factors*" contained in this Circular.

PART I - GENERAL PROXY INFORMATION

Solicitation of Proxies

This Circular is furnished in connection with the solicitation of proxies by the management of Iberian to be used at the Meeting. Solicitations of proxies will be primarily by mail, but may also be by newspaper publication, in person or by telephone, fax or oral communication by directors, officers, employees or agents of Iberian who will be specifically remunerated therefor. All costs of the solicitation for the Meeting will be borne by Iberian.

Record Date

The Record Date for determination of Iberian Shareholders entitled to receive notice of and to vote at the Meeting is January 23, 2017. Only Iberian Shareholders whose names have been entered in the register of Iberian Shares on the close of business on the Record Date will be entitled to receive notice of and to vote at the Meeting, provided that holders of Iberian Shares who acquire Iberian Shares after the Record Date will be entitled to vote such Iberian Shares at the Meeting if, after the Record Date, a holder of record transfers his or her Iberian Shares and the transferee, upon producing properly endorsed certificates evidencing such Iberian Shares or otherwise establishing that he or she owns such Iberian Shares, requests at least 10 days before the Meeting that the transferee's name is included in the list of Iberian Shareholders entitled to vote.

Appointment and Revocation of Proxies

Accompanying this Circular is a form of proxy for holders of Iberian Shares. The persons named in the enclosed form of proxy are directors and officers of Iberian.

A Iberian Shareholder may appoint another person (who need not be a Iberian Shareholder) to represent such shareholder at the Meeting, other than the persons designated in the accompanying form of proxy, and may do so either by inserting such person's name in the blank space provided in the accompanying form of proxy or by completing another form of proxy and, in either case, sending or delivering the completed proxy to the offices of Computershare Trust Company of Canada, 8th Floor, 100 University Avenue, Toronto, Ontario, M5J 2Y1.

The proxy will not be valid for the Meeting or any adjournment or postponement thereof unless it is completed and delivered to the Corporation's transfer agent, Computershare Trust Company of Canada, Proxy Tabulation Department, 8th Floor, 100 University Avenue, Toronto, ON M5J 2Y1, by 9:00 am (Calgary time) on March 10, 2017 or the day that is two (2) Business Days immediately preceding the date of any adjourned or postponed Meeting or any adjournment or postponement thereof. Late proxies may be accepted or rejected by the Chairman of the Meeting in his discretion, and the Chairman is under no obligation to accept or reject any particular late proxy.

A Iberian Shareholder who has given a form of proxy may revoke it as to any matter on which a vote has not already been cast pursuant to its authority by an instrument in writing executed by such shareholder or by his attorney duly authorized in writing or, if the Iberian Shareholder is a corporation, by a director, officer or attorney thereof duly authorized, and deposited either at the above mentioned office of Computershare Trust Company of Canada or at the registered office of the Corporation at 1000, 250 2nd Street S.W., Calgary, Alberta, T2P, 0C1 Attention: Roy Hudson no later than 9:00 a.m. (Calgary time) on March 10, 2017 or the day that is two (2) Business Days immediately preceding the date prior to any postponed or adjourned Meeting. The time limit for deposit of proxies may be waived or extended by the Chairman of the Meeting at his or her discretion, without notice.

Signature of Proxy

The form of proxy must be executed by the Iberian Shareholders or his or her attorney authorized in writing, or if the Iberian Shareholder is a corporation, the form of proxy should be signed in its corporate name under its corporate seal by an authorized officer whose title should be indicated. A proxy signed by a person acting as attorney or in some other representative capacity should reflect such person's capacity following his or her signature and should be accompanied by the appropriate instrument evidencing qualification and authority to act (unless such instrument has been previously filed with Iberian).

Exercise of Discretion by Proxy Holders

All Iberian Shares represented at the Meeting by properly executed proxies will be voted. Where a choice with respect to any matter to be acted upon has been specified in the instrument of proxy, the Iberian Shares represented by the proxy will be voted in accordance with such specification. In the absence of such specification, such Iberian Shares will be voted in favour of each resolution. The enclosed forms of proxy confer discretionary authority upon the persons named therein with respect to amendments or variations to matters identified in the Notice of Meeting and with respect to other matters which may properly come before the Meeting. At the time of printing of this Circular, management of Iberian knows of no such amendment, variation or other matter.

Advice to Beneficial Holders of Shares

The information set forth in this section is of significant importance to many Iberian Shareholders, as a substantial number of Iberian Shareholders do not hold their Iberian Shares in their own name. Iberian Shareholders who do not hold their Iberian Shares in their own name ("**Beneficial Iberian Shareholders**") should note that only proxies deposited by Iberian Shareholders whose names appear on the records of the registrar and transfer agent for Iberian as the registered holders of Iberian Shares can be recognized and acted upon at the Meeting. If Iberian Shares are listed in an account statement provided to a Iberian Shareholder by a broker, then in almost all cases those Iberian Shares will not be registered in the Iberian Shareholder's name on the records of Iberian. Such Iberian Shares will more likely be registered under the name of the Iberian Shareholder's broker or an agent of that broker. In Canada, the vast majority of such Iberian Shares are registered under the name of CDS & Co. (the registration name for CDS Clearing and Depository Services Inc., which acts as nominees for many Canadian brokerage firms). Iberian Shares held by brokers or their nominees can only be voted (for or against resolutions) upon the instructions of the Beneficial Iberian Shareholder. Without specific instructions, the broker/nominees are prohibited from voting Iberian Shares for their clients. Iberian does not know for whose benefit the Iberian Shares registered in the name of CDS & Co. are held. The majority of Iberian Shares held in the United States are registered in the name of Cede & Co., the nominee for the Depository Trust Company, which is the United States equivalent of CDS Clearing and Depository Services Inc.

Applicable regulatory policy requires intermediaries/brokers to seek voting instructions from Beneficial Iberian Shareholders in advance of shareholders' meetings. Every intermediary/broker has its own mailing procedures and provides its own return instructions, which should be carefully followed by Beneficial Iberian Shareholders in order to ensure that their Iberian Shares are voted at the applicable Meeting. Often, the form of proxy supplied to a Iberian Shareholder by its broker is identical to the form of proxy provided to registered Iberian Shareholders; however, its purpose is limited to instructing the registered Iberian Shareholders how to vote on behalf of the Beneficial Iberian Shareholder. The majority of brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. ("**Broadridge**"). Broadridge typically mails a scannable Voting Instruction Form (or "**VIF**") in lieu of the form of proxy. The Beneficial Iberian Shareholder is requested to complete and return the Voting Instruction Form to them by mail or facsimile. Alternatively the Beneficial Iberian Shareholder can call a toll-free telephone number or access the internet to vote the Iberian Shares held by the Beneficial Iberian Shareholder. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of Iberian Shares to be represented at the Meeting. A Beneficial Iberian Shareholder receiving a Voting Instruction Form cannot use that Voting Instruction

Form to vote Iberian Shares directly at the Meeting as the Voting Instruction Form must be returned as directed by Broadridge well in advance of the Meeting in order to have the Iberian Shares voted.

Although you may not be recognized directly at the Meeting for the purposes of voting Iberian Shares registered in the name of your broker or other intermediary, you may attend at the Meeting as a proxyholder for the registered holder and vote your Iberian Shares in that capacity. If you wish to attend the Meeting and vote your own Iberian Shares you must do so as proxyholder for the registered holder. To do this, you should enter your own name in the blank space on the applicable form of proxy provided to you and return the document to your broker or other intermediary (or the agent of such broker or other intermediary) in accordance with the instructions provided by such broker, intermediary or agent well in advance of the Meeting.

Beneficial Iberian Shareholders of Iberian Shares should also instruct their broker or other intermediary to complete the letter of transmittal regarding the Arrangement with respect to the Beneficial Iberian Shareholders of Iberian Shares as soon as possible in order to receive the consideration payable pursuant to the Arrangement in exchange for such holder's Iberian Shares. See "Exchange and Distribution of Certificates and DRS Advices".

Voting Securities and Principal Holders Thereof

Iberian is authorized to issue an unlimited number of Iberian Shares without nominal or par value and an unlimited number of preferred shares, issuable in series. As of the date hereof, 271,795,080 Iberian Shares were issued and outstanding and no preferred shares were outstanding. On all matters to be considered and acted upon at the Meeting, holders of Iberian Shares are entitled to one vote for each Iberian Share held.

To the knowledge of the directors and the executive officers of the Corporation, as at the date hereof, no person or company beneficially owns, directly or indirectly, or controls or directs, voting securities carrying ten percent (10%) or more of the voting rights attached to any class of voting securities of the Corporation.

PART II - THE ARRANGEMENT

General

The Corporation is a publicly traded company listed on the TSXV which, in addition to owning the Technology Rights, carries on the Mining Business.

The Arrangement has been proposed to facilitate the transfer of the Technology Rights to ETI so that ETI can carry on the Technology Business. Management of the Corporation believes that transferring the Technology Rights to ETI offers a number of benefits to shareholders. The objective of the Arrangement is to maximize shareholder value by allowing the market to independently value the two businesses.

Pursuant to the Arrangement, Iberian will transfer to ETI the Technology Rights necessary to carry on the Technology Business. In exchange for the Technology Rights, ETI will issue to Iberian the ETI Promissory Note in the amount of $1,600,000 and the ETI Share Consideration (being 28,000,000 ETI Shares).

Each Iberian Shareholder as of the Effective Time, other than a Dissenting Shareholder, will receive a *pro rata* share of the ETI Share Distribution (being 26,000,000 ETI Shares) (calculated assuming that there are no Dissenting Shareholders) as a reduction of stated capital of Iberian and which *pro rata* share will be determined based on the number of Iberian Shares outstanding at the Effective Time. Pursuant to the Arrangement, Iberian will transfer to ETI all of the Technology Rights. In exchange, ETI will issue to Iberian: (i) the ETI Promissory Note; and (ii) the ETI Share Consideration.

The effect is that, immediately after the Arrangement is effective, the Iberian Shareholders as of the Effective Time will own, as a group, (i) 100% of the issued and outstanding shares of Iberian and (ii) 26,000,000 ETI Shares, representing approximately 53% of the issued and outstanding ETI Shares.

Reasons for the Arrangement

The Corporation is a publicly traded company listed on the TSXV which, in addition to owning the Technology Rights, carries on the Mining Business. The Arrangement has been proposed to facilitate the transfer of the Technology Rights to ETI so that ETI can carry on the Technology Business. Management of the Corporation believes that transferring the Technology Rights to ETI offers a number of benefits to shareholders. The objective of the Arrangement is to maximize shareholder value by allowing the market to independently value the two businesses.

The Iberian Board has determined that the Arrangement will benefit the Corporation and the Iberian Shareholders. This determination is based on the following factors:

- Providing Iberian Shareholders with ownership in two public companies with distinct businesses.
- A clear mandate for each corporation to pursue its own business plan and to achieve its own strategic goals.
- Operating the two businesses within the same entity does not enhance the ability of the Corporation to obtain financing, and may actually hinder financing.
- Following the Arrangement, management of Iberian will be free to focus on the Mining Business, and management of ETI will be able to focus on the Technology Business.
- Each company will have an opportunity to selectively finance and develop distinct businesses held through separate entities.

- As separate companies, each of Iberian and ETI will be able to establish equity based compensation arrangements to enable it to better attract, motivate and retain directors, officers and key employees with experience and expertise in the each company's particular business area.

- There will be continued exposure for Iberian Shareholders to each company's potential upside and additional growth opportunities.

Fairness of the Arrangement

The Arrangement was determined by the Iberian Board to be fair to Iberian Shareholders based upon the following factors, among others:

1. the procedures by which the Arrangement will be approved, including the requirement for approval by two-thirds of the Iberian Shareholders voting on the Arrangement, and approval by the Court after a hearing at which fairness will be considered;

2. the condition of the Arrangement that the ETI Shares be listed on a Stock Exchange ensures that shareholders will have a public market on which to trade their shares;

3. the opportunity for Iberian Shareholders who are opposed to the Arrangement, upon compliance with certain conditions, to dissent from the approval of the Arrangement in accordance with the Interim Order, and to be paid fair value for their Iberian Shares; and

4. each Iberian Shareholder at the Effective Time, (other than Dissenting Shareholders) will participate in the Arrangement and receive the ETI Share Distribution on a *pro rata* basis.

Recommendation of the Iberian Board

After careful consideration of the factors described above, the Iberian Board has concluded that the Arrangement is fair to the Iberian Shareholders and in the best interest of Iberian and has authorized the submission of the Arrangement to Iberian Shareholders and the Court for approval. The Iberian Board unanimously recommends that Iberian Shareholders vote in favour of the Arrangement Resolution.

Interest of Certain Persons in the Arrangement - Iberian Directors and Officers

In considering the recommendation of the Iberian Board with respect to the Arrangement, Shareholders should be aware that certain members of Iberian's management and the Iberian Board have certain interests in connection with the Arrangement, including those referred to below, that may present them with actual or potential conflicts of interest in connection with the Arrangement. The Iberian Board is aware of these interests and considered them along with the other matters described above in "*The Arrangement - Reasons for the Arrangement*".

If the Arrangement is consummated, certain directors and officers of Iberian will become directors and/or officers of ETI and will, following completion of the Arrangement, receive remuneration for acting in that capacity and, if the ETI Stock Option Plan Resolution is passed at the Meeting, will be eligible to participate in the ETI Stock Option Plan. Pursuant to the Arrangement, the directors and officers of Iberian who hold Iberian Shares will receive the same proportion of the ETI Share Distribution as any other Iberian Shareholder.

Certain directors and officers of the Corporation also participated in the ETI Seed Private Placement and purchased in aggregate 2,950,000 ETI Shares, constituting 32.78% of the ETI Shares pre-Arrangement and approximately 6.02% of the ETI Shares post-Arrangement. In addition, directors and officers of the Corporation may subscribe for ETI Subscription Receipts under the Private Placement.

Details of the Arrangement

The following description of the Arrangement is qualified in its entirety by reference to the full text of the Arrangement Agreement which is attached to this Circular as Appendix "B" and the full text of the Plan of Arrangement which is attached as Schedule "A" to the Arrangement Agreement. Each of these documents should be read carefully in their entirety.

Pursuant to the Plan of Arrangement, the following principal steps will occur and be deemed to occur in the following chronological order commencing at the Effective Time:

(a) the Iberian Shares held by any Dissenting Shareholders, who duly exercise their Dissent Rights and who are ultimately entitled to be paid fair value for those Iberian Shares, will be deemed to have been transferred to Iberian and cancelled and will cease to be outstanding at the Effective Time, and such Dissenting Shareholders will cease to have any rights as Iberian Shareholders other than the right to be paid the fair value for their Iberian Shares by Iberian;

(b) Iberian shall transfer the Technology Rights to ETI pursuant to the Purchase Agreement in exchange for: (i) the ETI Share Consideration; and (ii) the ETI Promissory Note;

(c) the Release Conditions shall have been deemed to be satisfied and each one (1) ETI Subscription Receipt shall be exchanged for one (1) ETI Share; and

(d) Iberian shall deliver to each Registered Shareholder as at the Effective Time, such Registered Shareholder's pro rata share of the ETI Share Distribution (assuming that there are no Dissenting Shareholders) as a reduction of stated capital and which pro rata share is based on the number of outstanding Iberian Shares outstanding at the Effective Time.

Holders of Iberian Convertible Securities shall not be entitled to acquire or receive any securities of ETI pursuant to the Arrangement. Only holders of Iberian Shares shall be entitled to their pro rata share of the ETI Share Distribution pursuant to the Arrangement.

Authority of the Iberian Board

By passing the Arrangement Resolution, the Iberian Shareholders will also be giving authority to the Iberian Board to use its best judgment to proceed with and cause the Corporation to complete the Arrangement without any requirement to seek or obtain any further approval of the Iberian Shareholders.

The Arrangement Resolution also provides that the Plan of Arrangement may be amended by the Iberian Board before or after the Meeting without further notice to Iberian Shareholders. The Iberian Board has no current intention to amend the Plan of Arrangement, however, it is possible that the Iberian Board may determine that it is appropriate that amendments be made.

Conditions to the Arrangement

The Arrangement Agreement provides that the Arrangement will be subject to the fulfillment of certain conditions at the Effective Time or such other time as is specified therein, including the following:

(a) the Interim Order shall not have been set aside, amended or varied in a manner unacceptable to Iberian, in its sole discretion, whether on appeal or otherwise;

(b) the Arrangement Resolution shall have been approved by the requisite number of votes cast by the Iberian Shareholders at the Meeting in accordance with the provisions of the Interim Order and any applicable regulatory requirements;

(c) the Final Order shall have been obtained in form and substance satisfactory to Iberian, in its sole discretion, provided that the requirements for such Final Order as set forth in subsection 4.2(e) of the Arrangement Agreement have been met with respect to the Final Order;

(d) the Articles of Arrangement and all necessary related documents, in form and substance satisfactory to Iberian, in its sole discretion, shall have been accepted for filing by the Registrar together with the Final Order in accordance with Subsection 193(10) of the ABCA;

(e) all material consents, orders, rulings, approvals, opinions and assurances, including regulatory, judicial, third party and advisor opinions, approvals and orders, required or necessary, in the sole discretion of Iberian, for the completion of the transactions provided for in the Arrangement Agreement, the Plan of Arrangement, shall have been obtained or received, and none of the consents, orders, rulings, approvals, opinions or assurances contemplated herein shall contain terms or conditions or require undertakings or security that are considered unsatisfactory or unacceptable by Iberian, in its sole discretion;

(f) no action shall have been instituted and be continuing on the Effective Date for an injunction to restrain, a declaratory judgment in respect of, or damages on account of or relating to, the Arrangement and there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by the Arrangement Agreement, and no cease trading or similar order with respect to any securities of any of the Parties shall have been issued and remain outstanding;

(g) no law, regulation or policy shall have been proposed, enacted, promulgated or applied that interferes or is inconsistent with the completion of the Arrangement, including any material change to the income tax laws of Canada or any province, state or territory thereof;

(h) the Private Placement shall have been completed;

(i) the Iberian Shares (including shares issuable on exercise of options issued under the Iberian Stock Option Plan) shall continue to be listed on the TSXV and the ETI Shares (including shares issuable on exercise of options granted under the ETI Stock Option Plan) to be issued pursuant to the Arrangement shall have been conditionally approved for listing on a Stock Exchange, subject to compliance with the normal listing requirements of such exchange;

(j) there shall not have developed, occurred or come into effect or existence any event, action or occurrence of national or international consequences, any governmental law or regulation, state, condition or major financial occurrence, including any act of terrorism, war or like event, or other occurrence of any nature, which, in the sole discretion of Iberian, materially adversely affects, or may materially adversely affect, the financial markets in Canada or the business, financial condition, operations or affairs of Iberian or ETI (as defined in the Plan of Arrangement) going forward; and

(k) the Arrangement Agreement shall not otherwise have been terminated pursuant to the termination provisions contained in the Arrangement Agreement.

The foregoing conditions are for the mutual benefit of the Parties and may be waived, in whole or in part, by a Party in writing at any time. If any of such conditions shall not be complied with or waived as aforesaid on or before the Outside Date or, if earlier, the date required for the performance thereof, then, subject to Section 8.4 of the Arrangement Agreement, a Party may rescind and terminate the

Arrangement by written notice to the other of them in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a material breach of the Arrangement Agreement by such rescinding Party.

Management of the Corporation believes that all material consents, orders, regulations, approvals or assurances required for the completion of the Arrangement will be obtained in the ordinary course upon application therefor.

Shareholder Approval

1) Iberian Shareholder Approval

In order for the Arrangement to become effective, the Arrangement Resolution must be passed, with or without variation, by a special resolution of at least two-thirds (66 2/3%) of the eligible votes cast in respect of the Arrangement Resolution by disinterested Iberian Shareholders present in person or represented by proxy at the Meeting.

Court Approval

1) Interim Order

An arrangement under the ABCA requires Court approval. Prior to the mailing of this Circular, upon the application of Iberian, the Interim Order was obtained for the purposes of establishing procedures for the calling of the Meeting and prescribing the conduct of the Meeting and other matters. The full text of the Interim Order is set forth in Appendix "C" to this Circular.

2) Final Order

The ABCA requires that an application be made to the Court for approval of the Arrangement and the Interim Order contemplates that an application for the Final Order will be made on March 14, 2017 at 2:00 p.m. (Calgary time), or as soon thereafter as counsel may be heard, at the Court. The full text of the intended originating application in respect of the Final Order is set forth in Appendix "D" to this Circular.

The Court, in hearing the application for the Final Order, will consider, among other things, the fairness of the Arrangement to the Iberian Shareholders. The Court has very broad discretion under the ABCA when making orders in respect of the Arrangement and that the Court may approve the Arrangement either as proposed or as amended in any manner that the Court may direct, subject to compliance with such terms and conditions, if any, as the Court may see fit.

At the hearing of the application for the Final Order, any Iberian Shareholder who wishes to participate, be represented and present evidence or arguments may do so, subject to filing and serving upon the Corporation a notice of appearance as provided in the Interim Order.

Procedure for the Issuance and Delivery of ETI Shares

As soon as practicable following the Effective Date, Iberian will forward or cause to be forwarded by first-class mail (postage paid) to Iberian Shareholders, other than Dissenting Shareholders, as of the Effective Time at the address specified in the register of holders of Iberian Shares, DRS Advices representing the number of ETI Shares issued to such shareholder under the Arrangement. In the event that the rounding down of such fractional interest results in a portion of the ETI Share Distribution not being distributed to Iberian Shareholders, such undistributed ETI Shares shall be registered in the name of Iberian.

Stock Exchange Listings

The Iberian Shares are listed and posted for trading on the TSXV under the symbol "IML" and on the OTCQB Exchange under the symbol "SLDRF". It is a condition of completion of the Arrangement that the ETI Shares be conditionally approved for listing on a Stock Exchange.

Resale of ETI Shares

The issuance pursuant to the Arrangement of the ETI Shares, as well as all other issuances, trades and exchanges of securities under the Arrangement, will be made pursuant to exemptions from the prospectus requirements contained in applicable Canadian provincial securities legislation or, where required, exemption orders or rulings from various securities regulatory authorities in the provinces and territories of Canada where shareholders are resident. Iberian is currently a "reporting issuer" under the applicable securities legislation in Alberta and British Columbia. Under National Instrument 45-102 - *Resale of Securities* (and if required, orders and rulings from various securities regulatory authorities in the provinces and territories of Canada where Iberian Shareholders are resident), the ETI Shares received by Iberian Shareholders pursuant to the Arrangement may be resold through registered dealers in Canadian provinces or territories without any "hold period" restriction (provided that no unusual effort is made to prepare the market or create a demand for these securities, no extraordinary commission or consideration is paid in respect of the sale and, if the seller is an insider or officer of the issuer, the seller has no reasonable grounds to believe that the issuer is in default of securities legislation). Resales of ETI Shares will, however, be subject to resale restrictions where the sale is made from the holdings of any person or combination of persons holding a sufficient number of ETI Shares to affect materially the control of ETI.

Rights of Dissenting Shareholders

The following description of the Dissent Rights and appraisal to which Dissenting Shareholders are entitled is not a comprehensive statement of the procedures to be followed by a Dissenting Shareholder who seeks payment of the fair value of such Dissenting Shareholder's Iberian Shares and is qualified in its entirety by reference to the text of Article 5 of the Plan of Arrangement which is attached to the Arrangement Agreement in Appendix "B", to the full text of the Interim Order, which is attached to this Circular as Appendix "C" and the text of section 191 of the ABCA, which is attached to this Circular as Appendix "E". A Dissenting Shareholder who intends to exercise the right to dissent and appraisal should carefully consider and comply with the provisions of the ABCA, as modified by the Interim Order. Failure to strictly comply with the provisions of that section, as modified by the Interim Order, and to adhere to the procedures established therein may result in the loss of all rights thereunder.

A Court hearing the application for the Final Order has the discretion to alter the rights of dissent described herein based on the evidence presented at such hearing. Pursuant to the Interim Order, Dissenting Shareholders are entitled to dissent and to be paid by Iberian the fair value of the Iberian Shares held by such Dissenting Shareholder in respect of which such Dissenting Shareholder dissents, determined as of the close of business on the last Business Day before the day on which the Arrangement Resolution from which such Dissenting Shareholder dissents was approved by the Shareholders. A Dissenting Shareholder may dissent only with respect to all of the Iberian Shares held by such Dissenting Shareholder or on behalf of any one beneficial owner and registered in the Dissenting Shareholder's name. Only registered Shareholders may dissent. Persons who are beneficial owners of Iberian Shares registered in the name of a broker, custodian, nominee or other intermediary who wish to dissent, should be aware that they may only do so through the registered owner of such securities. A registered Shareholders, such as a broker, who holds Iberian Shares as nominee for beneficial holders, some of whom wish to dissent, must exercise dissent rights on behalf of such beneficial owners with respect to the Iberian Shares held for such beneficial owners. In such case, the demand for dissent should set forth the number of Iberian Shares covered by it.

Dissenting Shareholders must provide a written objection to the Arrangement Resolution to Iberian, c/o DLA Piper (Canada) LLP, 1000, 250 - 2nd Street S.W., Calgary, Alberta T2P 0C1, Attention: Roy Hudson, by 5:00 p.m. (Calgary time) on March 13, 2017 or 5:00 p.m. (Calgary time) on the day that is two business days immediately preceding the date that any adjournment or postponement of the Meeting is reconvened or held, as the case may be. No Shareholders who has voted in favour of the Arrangement Resolution shall be entitled to dissent with the respect to the Arrangement. A Dissenting Shareholder may not exercise the right of dissent in respect of only a portion of such Dissenting Shareholder's Iberian Shares, but may dissent only with respect to all of the Iberian Shares held by the Dissenting Shareholder.

An application may be made to the Court by Iberian or by a Dissenting Shareholder after the adoption of the Arrangement Resolution to fix the fair value of the Dissenting Shareholder's Iberian Shares. If such an application to the Court is made by Iberian, Iberian must, unless the Court otherwise orders, send to each Dissenting Shareholder a written offer to pay the Dissenting Shareholder an amount considered by the Iberian Board to be the fair value of the Iberian Shares. The offer, unless the Court otherwise orders, will be sent to each Dissenting Shareholder at least 10 days before the date on which the application is returnable if Iberian is the applicant or within 10 days after Iberian is served with notice of the application if a Dissenting Shareholder is the applicant. The offer will be made on the same terms to each Dissenting Shareholder and will be accompanied by a statement showing how the fair value was determined.

Subject to the terms of the Arrangement Agreement, Iberian may make an agreement with a Dissenting Shareholder for the purchase of such holder's Iberian Shares in the amount of the offer made by Iberian (or otherwise) at any time before the Court pronounces an order fixing the fair value of the Iberian Shares.

A Dissenting Shareholder is not required to give security for costs in respect of an application and, except in special circumstances, will not be required to pay the costs of the application or appraisal. On the application, the Court will make an order fixing the fair value of the Iberian Shares of all Dissenting Shareholders who are parties to the application, giving judgment in that amount against Iberian and in favour of each of those Dissenting Shareholders, and fixing the time within which Iberian must pay that amount payable to the Dissenting Shareholders. The Court may in its discretion allow a reasonable rate of interest on the amount payable to each Dissenting Shareholder calculated from the date on which the Dissenting Shareholder ceases to have any rights as a Shareholder, until the date of payment.

Upon the Arrangement becoming effective, or upon the making of an agreement between Iberian and the Dissenting Shareholder as to the payment to be made to the Dissenting Shareholder, or upon the pronouncement of a Court order, whichever first occurs, the Dissenting Shareholder will cease to have any rights as a Shareholder other than the right to be paid the fair value of such Dissenting Shareholder's Iberian Shares, in the amount agreed to by Iberian and the Dissenting Shareholder or in the amount of the judgment, as the case may be. Until one of these events occurs, the Dissenting Shareholder may withdraw the Dissenting Shareholder's dissent. In addition, if the Arrangement has not yet become effective, Iberian may rescind the Arrangement Resolution, and in either event the dissent and appraisal proceedings in respect of that Dissenting Shareholder will be discontinued.

All Iberian Shares held by Dissenting Shareholders who exercise their right to dissent will, if the holders are ultimately entitled to be paid the fair value thereof, be deemed to be transferred to Iberian in exchange for a debt claim against Iberian to be paid the fair value of such Iberian Shares.

The above summary does not purport to provide a comprehensive statement of the procedures to be followed by a Dissenting Shareholder who seeks payment of the fair value of their Iberian Shares. Section 191 of the ABCA requires adherence to the procedures established therein and failure to do so may result in the loss of all rights thereunder. Accordingly, each Dissenting Shareholder who might desire to exercise the right to dissent and appraisal should carefully consider and comply with the provisions of that section, the full text of which is set out in Appendix "E" to this Circular and consult their own legal advisor.

PART III - APPROVAL OF ETI STOCK OPTION PLAN

At the Meeting, Iberian Shareholders will be asked to consider and, if thought fit, approve and ratify the adoption by ETI of the ETI Stock Option Plan which will authorize the ETI Board to issue stock options to directors, officers, employees and consultants of ETI and its subsidiaries. Approval of the ETI Stock Option Plan may be required by the Stock Exchange if the ETI Shares are listed on a Stock Exchange. The full text of the ETI Stock Option Plan is attached to this Circular as Appendix "F". The completion of the Arrangement is not conditional upon approval of the ETI Stock Option Plan.

The following is a summary of the material terms of the ETI Stock Option Plan.

Terms of the ETI Stock Option Plan

Directors, officers, consultants and employees of ETI or its subsidiaries, and employees of a person or company which provides management services or investor relations services to ETI or its subsidiaries may participate in the ETI Stock Option Plan. The purpose of the ETI Stock Option Plan is to provide the participants with an opportunity to purchase ETI Shares and to benefit from the appreciation thereof. This will provide an increased incentive for the participants to contribute to the future success and prosperity of ETI, thus enhancing the value of the ETI Shares for the benefit of all the shareholders and increasing the ability of ETI and its subsidiaries to attract and retain individuals of exceptional skill.

Under the ETI Stock Option Plan, options to purchase ETI Shares ("**ETI Options**") may be granted in such numbers and with such vesting provisions as the ETI Board may determine.

The price per share at which ETI Shares may be purchased under an ETI Option shall be fixed by the ETI Board when the ETI Option is granted, provided that such price shall not be less than the price permitted by the Stock Exchange. Once the exercise price has been determined by the ETI Board, accepted by the Stock Exchange and the option has been granted, the exercise price of an option may only be reduced, in the case of options held by insiders of ETI if disinterested shareholder approval is obtained at a meeting of the shareholders.

The ETI Stock Option Plan also provides that the ETI Options granted under the ETI Stock Option Plan together with all of ETI's other previously established stock option plans or grants, shall not result at any time in:

1. the number of outstanding ETI Options exceeding 10% of the issued and outstanding ETI Shares at any time; and

2. the grant to any one (1) optionee within a twelve month period, of a number of ETI Options exceeding 5% of the issued and outstanding ETI Shares (or 2% of the issued and outstanding ETI Shares in the case of an ETI Optionee who is a consultant or an employee conducting investor relations activities).

In the event of the death of a participant on or prior to the expiry time of an ETI Option, such ETI Option may be exercised as to such of the ETI Shares in respect of which such ETI Option has not previously been exercised (including in respect of the right to purchase Shares not otherwise vested at such time), by the legal personal representatives of the participant at any time up to and including (but not after) a date one (1) year following the date of death of the participant or the expiry time of such ETI Option, whichever occurs first.

Pursuant to the ETI Stock Option Plan, ETI can, at any time, have a number of ETI Options outstanding equal to up to 10% of the then issued and outstanding number of ETI Shares. In the event of the exercise or cancellation of any ETI Options, ETI could make a further grant of ETI Options, provided that the 10% maximum is not exceeded. In that regard, the ETI Stock Option Plan is a "rolling" stock option plan.

Unless otherwise directed, it is the intention of the Management Designees to vote proxies in favour of the resolution approving the ETI Stock Option Plan.

The complete text of the ordinary resolution which management intends to place before the Meeting for approval, confirmation and adoption, with or without modification, is as follows:

> **"BE IT HEREBY RESOLVED, as an ordinary resolution of the shareholders of Iberian Minerals Ltd. (the "Corporation") that:**
>
> **1. the stock option plan of Enviroleach Technologies Inc., substantially in the form attached as Appendix F to the Management Information Circular dated February 10, 2017 (the "ETI Stock Option Plan"), be and is hereby approved, ratified and confirmed, subject to applicable regulatory approval;**
>
> **2. the form of the ETI Stock Option Plan may be amended in order to satisfy the requirements or requests of any regulatory authorities, or at the discretion of the ETI Board acting in the best interests of ETI, without requiring further approval of the shareholders of the Corporation;**
>
> **3. all issued and outstanding stock options previously granted, including stock options previously granted pursuant to previous stock option plans, be and are continued and are hereby ratified, confirmed and approved;**
>
> **4. the shareholders of ETI hereby expressly authorize the ETI Board to revoke this resolution before it is acted upon without further approval of the shareholders in that regard; and**
>
> **5. any one (or more) director(s) or officer(s) of ETI be and is hereby authorized and directed, on behalf of ETI, to take all necessary steps and proceedings and to execute, deliver and file any and all declarations, agreements, documents and other instruments and do all such other acts and things that may be necessary or desirable to give effect to this resolution."**

In order for the foregoing resolution to be passed, it must be approved by a simple majority of the votes cast by Iberian Shareholders in person or by proxy at the Meeting on such resolution.

Unless the shareholder has specifically instructed in the enclosed form of proxy that the Iberian Shares represented by such proxy are to be voted against adoption of the ETI Stock Option Plan, the persons named in the accompanying proxy will vote FOR the ratification and approval of the adoption of the ETI Stock Option Plan.

PART IV - INFORMATION CONCERNING IBERIAN

General Description of the Corporation

Iberian was incorporated under the ABCA on December 3, 1986. Iberian's registered and records office is located at Suite 102, 1603 91st Street, Edmonton, AB T6X 0W8. Iberian's head office is located at 102, 1603 91st Street, Edmonton, Alberta T6X 0W8. The Iberian Shares currently are listed on the TSXV under the trading symbol "IML" and on the OTCQB Exchange under the symbol "SLDRF".

Iberian is engaged in the exploration, acquisition and development of mineral properties and is also currently in the business of developing and deploying innovative mining technologies.

In December 2015, the Corporation acquired Mineworx, who has developed the HM X-tract, a unique, patent-pending, portable, heavy mineral extraction process and an innovative new business model for the gold and precious metals mining sector. Mineworx is a 100% wholly owned subsidiary of Iberian.

Also, during 2016, the Corporation acquired the Technology Rights and has determined to transfer such rights to ETI pursuant to the Arrangement.

Business Objectives

Following the Arrangement, Iberian will be engaged in the Mining Business with a focus on developing joint venture relationships with mining owners and operators to enhance the value of properties through ITS patent pending processing technologies.

The business plan for Iberian shall be to maximize value for shareholders through further exploration work on its Spanish assets as well as beginning the commercialization of the Mineworx technologies in mining projects in North America.

Authorized and Issued Share Capital

The authorized share capital of Iberian consists of an unlimited number of Iberian Shares, of which 271,795,080 Iberian Shares are issued and outstanding as of the date of this Circular. The Arrangement will not have any impact on the number of Iberian Shares issued and outstanding. Iberian Shareholders are entitled to one vote per share at all meetings of Iberian Shareholders. Holders of Iberian Shareholders are entitled to receive dividends as and when declared by the directors of Iberian and to receive a pro rata share of the assets of Iberian available for distribution to holders of Iberian Shares in the event of the liquidation, dissolution or winding-up of Iberian. All Iberian Shares rank equally as to all benefits which might accrue to the Iberian Shareholders.

Iberian Selected Consolidated Financial Information

The following table sets out selected consolidated financial information for the periods indicated and should be considered in conjunction with the more complete information contained in the consolidated financial statements of Iberian for the years ended December 31, 2015, and for the nine month period ended September 30, 2016, filed on SEDAR at www.sedar.com.

Category	As at and for the Nine-Month Period Ended September 30, 2016 (Unaudited)	As at and for the Year Ended December 31, 2015(Audited)
Current Assets	$1,156,433	$4,630,952
Total Assets	$11,478,714	$13,851,690
Total Liabilities	$692,666	$767,532
Share capital	$35,032,033	$34,799,983
Cash, end of the period	$969,274	$4,946,410

Consolidated Capitalization

There have not been any material changes in the share and loan capital of Iberian since the date of Iberian's most recently filed September, 2016 financial statements, other than the completion of a non-brokered private placement for the issuance of 25,000,000 Common Shares at a price of $0.05 per Common Share for aggregate gross proceeds of $1,250,000 (the "**Iberian December Private Placement**"), which was completed on December 5, 2016.

Prior Sales

For the 12 months prior to the date of this Circular, there were no issuance of Iberian Shares or any securities convertible into Iberian Shares other than 3,315,000 Iberian Shares issued in connection with the exercise of previously-issued warrants and the Iberian November Private Placement.

Trading Price and Volume

The Iberian Shares are listed and posted for trading on the TSX under the symbol "IML" and on the OTCQB under the symbol "SLDRF". The following table sets forth information relating to the trading of the Iberian Shares on the TSXV for the months indicated.

Period	High ($)	Low ($)	Volume
2016			
January	0.105	0.07	2,424,575
February	0.095	0.065	1,422,083
March	0.065	0.05	10,902,184
April	0.055	0.04	11,302,013
May	0.07	0.04	16,133,526
June	0.06	0.045	6,097,658
July	0.075	0.05	5,280,052
August	0.10	0.065	11,342,643
September	0.095	0.07	4,158,855
October	0.058	0.06	4,623,661
November	0.065	0.045	4,159,330
December	0.100	0.055	7,116,295
2017			
January	0.11	0.08	9,021,385
February 1 - February 9	0.10	0.085	2,918,151

Additional Information

Iberian files reports and other information with the provincial securities commissions or similar authorities in Canada. These reports and information are available to the public free of charge on SEDAR at www.sedar.com. Iberian Shareholders may contact Iberian at its head office at 102, 1603 91st Street, Edmonton, Alberta T6X 0W8 to request a copy of the materials.

PART V - INFORMATION CONCERNING ETI

For information concerning ETI post-Arrangement, including audited financial statements of ETI and pro-forma financial statements, please refer to Appendix "G".

PART VI - INCOME TAX CONSIDERATIONS

Certain Canadian Federal Income Tax Considerations

Subject to the qualifications and assumptions herein, in the opinion of DLA Piper (Canada) LLP, counsel to Iberian, ("**Counsel**") the following is, as of the date hereof, a fair and adequate summary of the material Canadian federal income tax considerations pursuant to the Tax Act in respect of the Arrangement generally applicable to Iberian Shareholders who, for the purposes of the Tax Act, hold their Iberian Shares and will hold their ETI Shares acquired under the Arrangement as capital property and deal at arm's length with, and are not affiliated with, Iberian and ETI. Generally, Iberian Shares and ETI Shares will be considered to be capital property for purposes of the Tax Act to the holder thereof unless they are held in the course of carrying on a business of trading or dealing in securities or were acquired in a transaction or transactions considered to be an adventure or concern in the nature of trade.

This summary is not applicable to a Iberian Shareholder: (i) that is a "financial institution" or a "specified financial institution", as defined in the Tax Act; (ii) that is exempt from tax under Part I of the Tax Act; (iii) an interest in which would be a "tax shelter" or a "tax shelter investment" as defined in the Tax Act; or (iv) to whom the "functional currency" reporting rules in subsection 261(4) of the Tax Act apply. In addition, this summary does not address all issues relevant to holders of ETI Shares who acquired ETI Shares on the exercise of options or warrants. **Any such ETI Shareholders should consult their own tax advisors with respect to the Arrangement.**

This summary is based upon the current provisions of the Tax Act and the regulations thereunder (the "**Regulations**") in force as of the date hereof, all specific proposals to amend the Tax Act and the Regulations that have been publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof (the "**Proposed Amendments**"), and Counsel's understanding of the current published administrative and assessing policies and practices of the CRA. This summary assumes that the Proposed Amendments will be enacted as proposed, although there is no assurance that the Proposed Amendments will be enacted as proposed, or at all.

This summary is not exhaustive of all possible Canadian federal income tax considerations and, except for the Proposed Amendments, does not take into account any changes in the law, whether by legislative, regulatory, or judicial action, or changes in administrative and assessing policies and practices of the CRA, nor does it take into account provincial, territorial or foreign tax legislation or considerations which may differ significantly from those discussed herein.

This summary also assumes that at the Effective Date under the Arrangement and all other material times thereafter that the Iberian Shares and the ETI Shares will be listed on a Stock Exchange. In addition, this summary also assumes that the paid-up capital of the Iberian Shares, as computed for the purposes of the Tax Act, will not be less than the fair market value of the ETI Shares on the Effective Date, and is qualified accordingly.

1) Holders Resident in Canada

This portion of the summary is applicable to Iberian Shareholders and ETI Shareholders who are, or are deemed to be, resident in Canada for purposes of the Tax Act and any applicable income tax convention at all relevant times (a "**Resident Holder**").

2) Reduction of Stated Capital

Provided that the fair market value of the ETI Shares that are distributed to Resident Holders on the reduction of stated capital does not exceed the "paid-up capital", for purposes of the Tax Act, of the Iberian Shares (which Iberian has advised Counsel is expected to be the case), no portion of the amount so distributed will be deemed to be a dividend for purposes of the Tax Act and the adjusted cost base to a Resident Holder of their Iberian Shares will be reduced by the amount of such fair market value. If such fair market value exceeds the adjusted cost base to the Resident Holder of its Iberian Shares immediately before the distribution, the Resident Holder will be deemed to realize a capital gain equal to the amount of such excess and the adjusted cost base to the Resident Holder of their Iberian Shares will immediately thereafter be deemed to be nil. The tax treatment of capital gains is discussed below under the heading "*Taxation of Capital Gains and Capital Losses*".

If the amount paid by Iberian on the reduction of stated capital exceeds the "paid-up capital", for purposes of the Tax Act, of the Iberian Shares (which Iberian has advised Counsel is not expected to be the case) the amount of such excess will be deemed to be a dividend for purposes of the Tax Act and will not be deducted from the adjusted cost base to a Resident Holder of its Iberian Shares. See "*Holders Resident in Canada - Taxation of Dividends*" below.

Disposition of ETI Shares

A Resident Holder who disposes of a ETI Share will realize a capital gain (capital loss) equal to the amount by which the proceeds of disposition of the share, less reasonable costs of disposition, exceed (are exceeded by) the adjusted cost base of the share to the Resident Holder determined immediately before the disposition in accordance with the provisions of the Tax Act. Any capital gain or loss so arising will be subject to the usual rules applicable to the taxation of capital gains and losses described below. See "Holders Resident in Canada - Taxation of Capital Gains and Losses" below.

1) Taxation of Capital Gains and Losses

A Resident Holder who realizes a capital gain (capital loss) in a taxation year must include one half of the capital gain ("**taxable capital gain**") in income for the year, and may deduct one half of the capital loss ("**allowable capital loss**") against taxable capital gains realized in the year, and to the extent not so deducted, against taxable capital gains arising in any of the three preceding taxation years or in any subsequent taxation year, to the extent and under the circumstances described in the Tax Act.

The amount of any capital loss arising from a disposition or deemed disposition of a ETI Share by a Resident Holder that is a corporation may, to the extent and under circumstances specified in the Tax Act, be reduced by the amount of certain dividends received or deemed to be received by the corporation on the share. Similar rules may apply if the corporation is a member of a partnership or beneficiary of a trust that owns shares, or where a partnership or trust of which the corporation is a member or beneficiary is a member of a partnership or a beneficiary of a trust that owns shares.

A Resident Holder that is a "Canadian-controlled private corporation" for the purposes of the Tax Act throughout the relevant taxation year may be required to pay an additional refundable tax of 10 $^{2}/_{3}$% on its "aggregate investment income" for the year which will include net taxable capital gains that it realizes in that year on disposition of a ETI Share.

2) Taxation of Dividends

A Resident Holder who is an individual will be required to include in income any dividend that the Resident Holder receives or is deemed to receive, on the Iberian Shares or ETI Shares, and will be subject to the normal gross-up and dividend tax credit rules applicable to taxable dividends received from taxable Canadian corporations, including the enhanced gross-up and dividend tax credit rules for "eligible dividends" if so designated by Iberian or ETI, as the case may be. A Resident Holder that is a corporation will be required to include in income any dividend that it receives or is deemed to be received on the Iberian Shares or ETI Shares, and generally will be entitled to deduct an equivalent amount in computing its taxable income. A Resident Holder that is a "private corporation" (or a "subject corporation" within the meaning of the Tax Act) may be liable under Part IV of the Tax Act to pay a refundable tax of 38 $^{1}/_{3}$% on any dividend that it receives or is deemed to be received on the Iberian Shares or ETI Shares to the extent that such dividends are deductible in computing the corporation's taxable income. Any such Part IV tax will be refundable to it at the rate of $1 for every $3 of taxable dividends that it pays on its shares. Subsection 55(2) of the Tax Act provides that where certain corporate holders of shares receive a dividend or deemed dividend in specified circumstances, and such dividend is otherwise deductible in computing the corporation's taxable income, all or part of the dividend may be treated as proceeds of disposition from the disposition of capital property.

A Resident Holder that is throughout the relevant taxation year a "Canadian-controlled private corporation", as defined in the Tax Act, may be liable to pay an additional refundable tax of 10 $^{2}/_{3}$% on its "aggregate investment income" for the year which will include dividends or deemed dividends that are not deductible in computing taxable income.

3) Alternative Minimum Tax on Individuals

A capital gain realized, or deemed to be realized and the actual amount of taxable dividends (not including the gross-up) by a Resident Holder who is an individual (including certain trusts and estates) may give rise to liability to alternative minimum tax under the Tax Act. Any additional tax payable by an individual under the alternative minimum tax provisions may be carried forward and applied against certain tax otherwise payable in any of the seven immediately following taxation years, to the extent specified by the Tax Act.

4) Dissenting Resident Holders

A Resident Holder who validly exercises Dissent Rights (a "**Dissenting Resident Shareholder**") and consequently is paid the fair value for the Dissenting Resident Shareholder's Iberian Shares in accordance with the Arrangement will be deemed to have received a dividend equal to the amount, if any, by which the payment (other than the portion of the payment that is interest awarded by a Court) exceeds the paid-up capital of the Dissenting Resident Shareholder's Iberian Shares. Any such deemed dividend will be subject to tax as discussed above under "*Holders Resident in Canada - Taxation of Dividends*". The Dissenting Resident Shareholder will also realize a capital gain (capital loss) equal to the amount, if any, by which the payment, less the deemed dividend (if any) and less reasonable costs of disposition, exceeds (is exceeded by) the adjusted cost base of the shares. The Dissenting Resident Shareholder will be required to include any resulting taxable capital in income, and to deduct any resulting allowable capital loss, in accordance with the usual rules applicable to capital gains and losses. See "*Holders Resident in Canada - Taxation of Capital Gains and Losses*".

In certain circumstances, the amount of the dividend deemed to be received by a dissenting Resident Holder that is a corporation resident in Canada may be treated under the Tax Act as proceeds of disposition. See "*Holders Resident in Canada - Taxation of Dividends*".

The Dissenting Resident Shareholder must also include in income any interest awarded by a court to the Dissenting Resident Shareholder.

5) Holders Not Resident in Canada

This portion of the summary is applicable to a Iberian Shareholder or a ETI Shareholder who is not resident in, nor deemed to be resident in Canada for purposes of the Tax Act, who does not and will not use or hold, and is not deemed to use or hold, Iberian Shares or ETI in, or in the course of, carrying on business in Canada, and is not an insurer who carries on an insurance business in Canada and elsewhere (a "**Non-Resident Holder**").

6) Reduction of Stated Capital

Provided that the fair market value of the ETI Shares that are distributed to Resident Holders on the reduction of stated capital does not exceed the "paid-up capital", for purposes of the Tax Act, of the Iberian Shares (which Iberian has advised Counsel is expected to be the case) no portion of the amount so distributed will be deemed to be a dividend for purposes of the Tax Act and the adjusted cost base to a Non-Resident Holder of its Iberian Shares will be reduced by the amount of such fair market value. If such fair market value exceeds the adjusted cost base to the Non-Resident Holder of its Iberian Shares immediately before the distribution, the Non-Resident Holder will be deemed to realize a capital gain equal to the amount of such excess and the adjusted cost base to the Non-Resident Holder of its Iberian Shares immediately thereafter will be deemed to be nil. Such a Non-Resident Holder will be taxable in such capital gain only if such shares constitute "taxable Canadian property" and subject to an applicable income tax treaty or convention generally in the same manner as a Resident Holder.

If the amount paid by Iberian on the reduction of stated capital exceeds the "paid-up capital", for purposes of the Tax Act, of the Iberian Shares (which Iberian has advised Counsel is not expected to be the case)

the amount of such excess will be deemed to be a dividend for purposes of the Tax Act and will not be deducted from the adjusted cost base to a Non-Resident Holder of its Iberian Shares. See "*Holders Not Resident in Canada - Taxation of Dividends*" below.

7) Taxation of Dividends

A Non-Resident Holder to whom a dividend on a Iberian Share or a ETI Share is or is deemed to be paid, or credited, will be subject to Canadian withholding tax under the Tax Act at the rate of 25% of the gross amount of the dividend, unless reduced by an applicable income tax treaty, if any. In the case of a beneficial owner of dividends who is a resident of the United States for purposes of the Canada-U.S. Income Tax Convention (the "**U.S. Treaty**") and who is entitled to the benefits of the U.S. Treaty, the rate of withholding tax on dividends will be reduced to 15%. If the beneficial owner is a company that is a resident of the United States for the purposes of the U.S. Treaty, is entitled to the benefits of that treaty and owns at least 10% of the voting shares of ETI, as the case may be, the applicable rate of withholding tax on dividends will be reduced to 5%.

8) Dissenting Non-Resident Holders

A Non-Resident Holder who validly exercises Dissent Rights (a "**Dissenting Non-Resident Shareholder**") and consequently is paid the fair value for the Dissenting Non-Resident Shareholder's Iberian Shares in accordance with the Arrangement, will be deemed to have received a dividend equal to the amount, if any, by which the payment exceeds the paid-up capital of the Dissenting Non-Resident Shareholder's Iberian Shares. Any such deemed dividend will be subject to tax generally as discussed above under "*Holders Not Resident in Canada - Taxation of Dividends*".

A Dissenting Non-Resident Shareholder will also be considered to have disposed of the Iberian Shares and will realize a capital gain (or a capital loss) to the extent that the payment received, less any deemed dividend and net of reasonable costs of disposition, exceeds (or is less than) the Dissenting Non-Resident Shareholder's adjusted cost base of the Iberian Shares. A Dissenting Non-Resident Shareholder will only be taxable on any such capital gain if such shares constitute "taxable Canadian property" and are not "treaty protected property" for the purposes of the Tax Act, subject to the provisions of any applicable income tax treaty or exemption.

Provided the Iberian Shares are listed on a designated stock exchange at the time of disposition, an Iberian Share will not constitute "taxable Canadian property" to a Dissenting Non-Resident Shareholder at that time unless, at any time during the 60 month period immediately preceding the disposition of the Iberian Shares by such dissenting Non-Resident Shareholder, (a) the Dissenting Non-Resident Shareholder or persons with whom the Dissenting Non-Resident Shareholder did not deal at arm's length or any combination thereof, held 25% or more of the issued shares of any class of the Corporation and (b) more than 50% of the fair market value of the Iberian Shares were derived directly or indirectly from any one or any combination of real or immovable property situated in Canada, Canadian resource properties, timber resource properties and options in respect of, or interest in, or for civil law rights in, such property, whether or not the property exists.

The Dissenting Non-Resident Holder will not be subject to Canadian withholding tax on that portion of any such payment that is on account of interest.

Non-Resident Holders who are considering dissenting should consult their own tax advisors for advice regarding their particular circumstances.

Eligibility for Investments

The ETI Shares will be qualified investments under the Tax Act for trusts governed by registered retirement savings plans, registered retirement income funds, deferred profit sharing plans, registered education savings plans, registered disability tax plans and tax-free savings accounts ("**Registered**

Plans") provided that, at that time, either the shares are listed on a "designated stock exchange" or ETI is a "public corporation" as defined for the purposes of the Tax Act and ETI validly elects to be a "public corporation" for purposes of the Tax Act from the commencement of its first taxation year.

Notwithstanding that a ETI Share may be a qualified investment for a tax free savings account ("**TFSA Trust**"), a holder of a TFSA Trust will be subject to penalty tax under the Tax Act if the share is a "prohibited investment" of the TFSA Trust for the purposes of the Tax Act. Generally, a ETI Share will not be a "prohibited investment" provided that, for the purposes of the Tax Act, the holder of the TFSA Trust deals at arm's length with ETI and does not have a "significant interest" (as defined in the Tax Act) in ETI, as applicable, or in a person or partnership with whom ETI does not deal at arm's length.

PART VII - OTHER MATTERS

Risk Factors

In evaluating the Arrangement, an Iberian Shareholder should carefully consider, in addition to the other information contained in this Circular, the risks and uncertainties described below before deciding to vote in favour of the Arrangement. In addition to the risk factors relating to the Arrangement, Shareholders should also carefully consider the risk factors relating to ETI's business following the Arrangement as described elsewhere in this Circular. While this Circular has described the risks and uncertainties that management of the Corporation believes to be material to the Corporation's and ETI's business, and therefore the value of their respective common shares, it is possible that other risks and uncertainties affecting the Corporation's and/or ETI's business will arise or become material in the future.

Risks of Not Proceeding with the Arrangement

1) Impact on Share Price and Future Business Operations

If the Arrangement is not completed, there may be a negative impact on the Corporation's share price, future business and operations to the extent that the current trading price of Iberian Shares reflects an assumption that the Arrangement will be completed. The price of Iberian Shares may decline if the Arrangement is not completed.

2) Existing Operational Risk

If the Arrangement is not completed, Iberian will continue to face all of the existing operational and financial risks of its business as described under "*Part IV - Information Concerning Iberian - Risk Factors*".

3) Costs of the Arrangement

There are various costs related to the Arrangement, such as legal, accounting and certain fees incurred, that must be paid even if the Arrangement is not completed. There are also opportunity costs associated with the diversion of management attention away from the conduct of the Corporation's business in the ordinary course.

Risks of Proceeding with the Arrangement

1) Fluctuation in Market Value of the ETI Shares

There is currently no market for the ETI Shares and there can be no assurance that an active market will develop or be sustained after the Effective Date. The lack of an active public market could have a material adverse effect on the price of the ETI Shares.

The market price of a publicly-traded stock is affected by many variables not directly related to the corporate performance of the company, including the market in which it is traded, the strength of the

economy generally, the availability and attractiveness of alternative investments, and the breadth of the public market for the stock. The effect of these and other factors on the future market price of the ETI Shares on any stock exchange cannot be predicted.

2) Trading Prices

There is no certainty as to the trading price of the Iberian Shares following the Arrangement and such price may fluctuate significantly for a period of time following the Arrangement. The combined trading prices of the Iberian Shares and the ETI Shares received pursuant to the Arrangement may be less than, equal to or greater than the trading price of the Iberian Shares prior to the Arrangement.

The Arrangement Agreement may be terminated in certain circumstances

Each Party has the right to terminate the Arrangement Agreement in certain circumstances. Accordingly, there is no certainty, nor can Iberian provide any assurance, that the Arrangement Agreement will not be terminated by either Iberian or ETI before the completion of the Arrangement.

Risk Factors Common to Iberian and ETI

1) Financing Risks

Neither Iberian nor ETI currently have a source of operating cash flow, and there is no assurance that additional funding will be available to Iberian or to ETI following the Arrangement as and when needed for further exploration and development of their projects.

In order to continue to operate as a going concerns and to meet their corporate objectives, which in the case of Iberian consists of obtaining and developing its mineral properties and in the case of ETI following completion of the Arrangement consists of utilizing the Technology Rights and entering into partnerships with other companies, both corporations will require additional financing through debt or equity issuances or other available means. Should either Iberian or ETI be unable to realize their assets and discharge their liabilities in the normal course of business, the net realizable value of their assets may be materially less than the amounts recorded on each corporations' respective balance sheet.

2) No Production Revenues

To date, Iberian has not achieved a sustainable stream of revenue from its operations. There can be no assurance that significant additional losses will not occur in the near future, or that either Iberian or ETI will be profitable in the future. The amounts and timing of expenditures will depend on a number of factors, including the progress of ongoing development and operations, the rate at which operating losses are incurred, the acquisition of new assets and customers and other factors, many of which are beyond the control of Iberian or ETI, as applicable. In particular, the Iberian and ETI' operating expenses and capital expenditures may be greater in subsequent years as consultants, personnel, and equipment associated with additional development and operations, if any.

3) Political and Economic Uncertainties of Operations in Foreign Countries

Changes in the laws and regulations of foreign countries could have a material adverse impact on the business of Iberian and ETI in respect of such countries. In particular, foreign currency exchange controls, expropriation of assets and profits, foreign ownership controls, and changes in taxation laws could negatively affect either or both of Iberian and ETI and their respective businesses.

4) Dependence on Management

The businesses and operations of both Iberian and ETI are dependent on recruiting and retaining the services of key members of management and qualified personnel. The success of the operations and

activities of Iberian and ETI are dependent to a significant extent on the efforts and abilities of the management of each corporation. Investors must be willing to rely to a significant extent on the discretion and judgment of the management of each corporation. Furthermore, while both Iberian and ETI believe that they will be successful in attracting qualified personnel and retaining current management teams, there can be no assurance of such success. Neither Iberian nor ETI maintain key employee insurance on any of their respective employees.

5) Share Price Fluctuations

In recent years, the securities markets in Canada have experienced a high level of price and volume volatility, and the market price of securities of many companies, particularly development stage companies, have experienced wide fluctuations in price that have not necessarily been related to the operating performance, underlying asset values or prospects of such companies. There can be no assurance that significant fluctuations in Iberian's or ETI' share prices will not occur.

6) Conflicts of Interest

Certain of Iberian's or ETI's directors and officers may serve as directors or officers of other reporting companies, companies providing services to Iberian or ETI, or companies in which they may have significant shareholdings. To the extent that such other companies may participate in ventures in which Iberian or ETI may participate, the directors of Iberian or ETI 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 Iberian or ETI directors, a director who has such a conflict will abstain from voting for or against the approval of such participation or such terms.

7) Dividends Unlikely

Iberian or ETI have not declared or paid any dividends since the date of their incorporation and do not currently anticipate that dividends will be declared in the short or medium term. Earnings, if any, will be retained to finance further development of the each corporation's business.

8) Potential Dilution

The issue of Iberian Shares or ETI Shares upon the exercise of outstanding options and warrants will dilute the ownership interest of Iberian's or ETI's current shareholders. Iberian or ETI may also issue additional option and warrants or additional Iberian Shares or ETI Shares from time to time in the future. If they does so, the ownership interest of Iberian's or ETI's then current shareholders could also be diluted. It is anticipated that both Iberian and ETI will be issuing additional equity in the near term to fund the Corporation's activities.

Indebtedness of Directors and Executive Officers

The Corporation is not aware of any individuals who are, or who at any time during the most recently completed financial year were, a director or executive officer of the Corporation, a proposed nominee for election as a director of the Corporation, or an associate of any of those directors, executive officers or proposed nominees, who are, or have been at any time since the beginning of the most recently completed financial year of the Corporation, indebted to the Corporation or any of its subsidiaries or whose indebtedness to another entity is, or at any time since the beginning of the most recently completed financial year of the Corporation has been, the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Corporation or any of its subsidiaries.

Interest of Informed Persons in Material Transactions

Other than as set forth in this Circular and other than transactions carried out in the ordinary course of business of the Corporation, no informed person of the Corporation, proposed director of the Corporation, or any associate or affiliate of any informed person or proposed director had any material interest, direct or indirect, in any transaction since the commencement of the Corporation's most recently completed financial year or in any proposed transaction which has materially affected or would materially affect the Corporation or any of its subsidiaries.

Interests of Certain Persons or Companies in Matters To Be Acted Upon

Other than as disclosed in this Circular, management of the Corporation is not aware of any material interest of any director, executive officer, nominee for election as a director of the Corporation or of any associate or affiliate of any of the foregoing in respect of any manner to be acted upon at the Meeting.

Interests of Experts

Certain legal matters relating to the Arrangement are to be passed upon by DLA Piper (Canada) LLP, on behalf of Iberian. As of the date hereof, the partners and associates of DLA Piper (Canada) LLP own, directly or indirectly, less than one percent of the outstanding Iberian Shares.

K.R. Margetson Ltd., Chartered Professional Accountants of BC has confirmed that it is independent within the meaning of the Rules of Professional conduct of the Institute of Chartered Accountants of Alberta.

Other Business

While there is no other business other than that business mentioned in the Notice of Meeting to be presented for action by the shareholders at the Meeting, **it is intended that the proxies hereby solicited will be exercised upon any other matters and proposals that may properly come before the Meeting or any adjournment or adjournments thereof, in accordance with the discretion of the persons authorized to act thereunder.**

Auditors, Registrar and Transfer Agent

The auditors of the Corporation are K.R. Margetson Ltd., Chartered Professional Accountants, in Vancouver, BC.

The Corporation's transfer agent and registrar is Computershare Trust Company of Canada, with registers of transfers of the Iberian Shares in Calgary, Alberta and Toronto, Ontario.

Additional Information

Additional information relating to the Corporation is on SEDAR at www.sedar.com. Shareholders may contact the Corporation at 102, 1603 -91 Street, Edmonton, Alberta T6X 0W8, or via email at info@iberianminerals.ca to request copies of the Corporation's financial statements and MD&A. Financial information for the Corporation's most recently completed financial year and interim period is provided in its comparative financial statements and MD&A which are filed on SEDAR.

APPENDIX “A”

ARRANGEMENT RESOLUTION TO BE CONSIDERED AT THE MEETING

"BE IT RESOLVED AS A SPECIAL RESOLUTION OF THE HOLDERS OF COMMON SHARES OF IBERIAN MINERALS LTD. (THE "CORPORATION") THAT:

1. the arrangement under section 193 of the *Business Corporations Act* (Alberta) (the "**Arrangement**") substantially as set forth in the plan of arrangement (the "**Plan of Arrangement**") attached as Schedule “A” to the Arrangement Agreement (as defined below), a copy of which is attached to Appendix “B” to the management information circular and proxy statement of the Corporation dated February 10, 2017 (the "**Circular**"), as the Arrangement may be modified or amended in accordance with its terms, is hereby authorized, approved, ratified, confirmed and adopted;

2. the arrangement agreement between the Corporation and Enviroleach Technologies Inc. dated January 23, 2017 (the "**Arrangement Agreement**"), a copy of which is attached as Appendix “B” to the Circular, with such amendments or variations thereto made in accordance with the terms of the Arrangement Agreement as may be approved by any one director or officer of the Corporation, such approval to be evidenced conclusively by their execution and delivery of any such amendments or variations, is hereby authorized, approved, ratified and confirmed;

3. notwithstanding that this resolution has been duly passed and/or the Arrangement has received the approval of the Court of Queen's Bench of Alberta, the board of directors of the Corporation may, without further notice to or approval of the shareholders of the Corporation, subject to the terms of the Arrangement, (i) amend or terminate the Arrangement Agreement or the Plan of Arrangement or (ii) revoke this resolution at any time prior to the filing of articles of arrangement giving effect to the Arrangement; and

4. any director or officer of the Corporation is hereby authorized, for and on behalf of the Corporation, to execute and deliver articles of arrangement and to execute, and, if, appropriate, deliver all other documents and instruments and to do all other things as in the opinion of such director or officer may be necessary or desirable to implement this resolution and the matters authorized hereby, such determination to be conclusively evidenced by the execution and delivery of any such document or instrument, and the taking of any such action.

APPENDIX “B”

ARRANGEMENT AGREEMENT

ARRANGEMENT AGREEMENT

between

IBERIAN MINERALS LTD.

and

ENVIROLEACH TECHNOLOGIES INC.

January 23, 2017

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ARRANGEMENT AGREEMENT

THIS AGREEMENT made as of January 23, 2017.

BETWEEN:

IBERIAN MINERALS LTD., a corporation existing under the *Business Corporations Act* (Alberta) ("**Iberian**")

- and -

ENVIROLEACH TECHNOLOGIES INC., a corporation existing under the *Business Corporations Act* (Alberta) ("**ETI**")

WHEREAS Iberian proposes to spin-out the Technology Rights (as hereinafter defined) assets to ETI;

AND WHEREAS the parties hereto intend to carry out the proposed spin-out of the Technology Rights by way of a plan of arrangement under the provisions of the *Business Corporations Act* (Alberta);

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto hereby covenant and agree as follows:

ARTICLE 1
DEFINITIONS, INTERPRETATION AND SCHEDULE

1.1 Definitions

In this Agreement, unless the context otherwise requires, the following terms with the initial letter or letters thereof capitalized have the meaning ascribed to such capitalized term below:

(a) "**1934 Act**" means the United States Securities Exchange Act of 1934, as amended;

(b) "**ABCA**" means the *Business Corporations Act* (Alberta), as amended, including the regulations promulgated thereunder;

(c) "**affiliate**" has the meaning set forth in the Securities Act;

(d) "**Agreement**", "**this Agreement**", "**herein**", "**hereto**", and "**hereof**" and similar expressions refer to this arrangement agreement, as the same may be amended or supplemented from time to time and, where applicable, to the appropriate Schedule hereto;

(e) "**Applicable Law**" means: (i) any applicable domestic or foreign law including any statute, subordinate legislation or treaty; and (ii) any applicable guideline, directive, rule, standard, requirement, policy, order, judgment, injunction, award or decree of a Governmental Authority having the force of law;

(f) "**Arrangement**" means the arrangement under Section 193 of the ABCA on the terms and subject to the conditions set forth in the Plan of Arrangement, subject to any amendments or variations thereto made in accordance with this Agreement or the Plan of Arrangement, or made at the direction of the Court in the Final Order;

(g) "**Arrangement Resolution**" means the special resolution of the Iberian Shareholders approving the Arrangement in accordance with the Interim Order;

(h) "**Articles of Arrangement**" means the articles of arrangement in respect of the Arrangement required under subsection 193(10) of the ABCA to be filed with the Registrar after the Final Order has been made to give effect to the Arrangement;

(i) "**Business Day**" means a day, other than a Saturday, Sunday or a statutory holiday observed in Calgary, Alberta;

(j) "**Circular**" means the management information circular of Iberian, together with all appendices thereto, to be sent to Iberian Shareholders in connection with the Meeting;

(k) "**Consent to Assignment and Technology Purchase Agreement**" means the agreement entered into among Mohave, Steve Scott, Iberian and ETI dated December 13, 2016 whereby each of Mohave County Mining, LLC and Steve Scott has consented to the transfer of the Technology Rights to ETI;

(l) "**Court**" means the Alberta Court of Queen's Bench;

(m) "**Effective Date**" means the date shown on the confirmation of filing to be issued under the ABCA giving effect to the Arrangement;

(n) "**Effective Time**" means the time at which the steps to complete the Arrangement will commence, which will be 12:01 a.m. (Calgary time) on the Effective Date, subject to any amendment or variation in accordance with the terms of the Arrangement Agreement;

(o) "**ETI**" means Enviroleach Technologies Inc., a corporation existing under the ABCA;

(p) "**ETI Board**" means the board of directors of ETI, as may be constituted from time to time;

(q) "**ETI Governing Documents**" means, in the case of ETI, the certificate of incorporation, the articles of incorporation and the by-laws of ETI, all as constituted as of the date hereof;

(r) "**ETI Preferred A Shares**" means the Series A preferred shares of ETI, as constituted on the date of this Agreement;

(s) "**ETI Preferred B Shares**" means the Series B preferred shares of ETI, as constituted on the date of this Agreement;

(t) "**ETI Promissory Note**" means a promissory note in the amount of $1,600,000 made by ETI in favour of Iberian;

(u) "**ETI Shares**" means the common shares without par value in the capital of ETI as constituted on the date of this Agreement;

(v) "**ETI Share Consideration**" means 28,000,000 ETI Shares;

(w) "**ETI Share Distribution**" means the 26,000,000 ETI Shares to be distributed by Iberian to the Iberian Shareholders in accordance with the Plan of Arrangement;

(x) "**ETI Shareholders**" means holders of ETI Shares at the applicable time;

(y) "**ETI Stock Option Plan**" means the stock option plan of ETI, as constituted as of the date hereof;

(z) "**ETI Stock Option Plan Resolution**" means the ordinary resolution of Iberian Shareholders approving the ETI Stock Option Plan to be considered at the Meeting;

(aa) "**ETI Subscription Receipts**" means subscription receipts of ETI which shall be issued at a price of $0.25 per subscription receipt pursuant to the Private Placement, with each subscription receipt convertible to one (1) ETI Share and one (1) ETI Warrant upon satisfaction of the Release Conditions;

(bb) "**ETI Warran**t" means a warrant exercisable into one (1) ETI Share at a price of $0.50 for a period of two years from the date of issuance;

(cc) "**Final Order**" means the final order of the Court approving the Arrangement, as such order may be amended or varied at any time prior to the Effective Time or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or amended, with or without variation, on appeal;

(dd) "**Governmental Authority**" means any: (i) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign; (ii) any subdivision, agency, commission, board or authority of any of the foregoing; or (iii) any quasigovernmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing;

(ee) "**Iberian**" means Iberian Minerals Ltd., a corporation existing under the ABCA;

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

(gg) "**Iberian Convertible Securities**" means all options, warrants or other rights, agreements or commitments of any character whatsoever (contingent or otherwise) requiring the issuance, sale or transfer by Iberian of any securities of Iberian or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire Iberian securities;

(hh) "**Iberian Governing Documents**" means, in the case of Iberian, the certificate of incorporation, articles of incorporation and by-laws, all as amended to the date hereof;

(ii) "**Iberian Options**" means the options outstanding under the Iberian Stock Option Plan;

(jj) "**Iberian Stock Option Plan**" means that stock option plan adopted by Iberian, as amended;

(kk) "**Iberian Shareholders**" means the holders of Iberian Shares;

(ll) "**Iberian Shares**" means common shares in the capital of Iberian;

(mm) "**Iberian Warrants**" means warrants to acquire Iberian Shares;

(nn) "**IFRS**" means International Financial Reporting Standards as issued by the International Accounting Standards Board;

(oo) "**Interim Order**" means the interim order of the Court concerning the Arrangement containing declarations and directions with respect to the Arrangement and the holding of the Meeting, as such order may be amended or varied by the Court;

(pp) "**in writing**" means written information including documents, files, records, books and other materials made available, delivered or produced to a Party (or to its representatives) by or on behalf of another Party, including in the course of the former's due diligence review of the latter;

(qq) "**Material Adverse Change**" means, in respect of a Party, any change (or any condition, event or development involving a prospective change) in the financial condition, operations, prospects, assets, liabilities, capitalization, licenses, permits, concessions, rights or privileges or business, whether contractual or otherwise, of such entities, that is, or could reasonably be expected to have, a Material Adverse Effect;

(rr) "**Material Adverse Effect**" in relation to any event or change in respect of a Party, means an effect that is or would reasonably be expected to be materially adverse to the financial condition, operations, prospects, assets, liabilities, capitalization, licenses, permits, concessions, rights or privileges or business, whether contractual or otherwise, of the Party, provided that a Material Adverse Effect shall not include an adverse effect in the financial condition, operations, prospects, assets, liabilities, capitalization, licenses, permits, concessions, rights or privileges or business, whether contractual or otherwise, of a Party that arises or results from or is in any way connected with, either directly or indirectly: (i) a matter that has prior to the date hereof or concurrently with the announcement of this Agreement been publicly disclosed, or otherwise disclosed in writing to the other Party; (ii) conditions affecting the mining industry or technology industry as a whole; (iii) general economic, financial, currency exchange, securities or commodity market conditions in Canada, the United States or elsewhere; (iv) relating to any change in the trading price of the Iberian Shares that arises from the announcement of execution of this Agreement; or (v) any change in IFRS; or (vi) that is consented to by the other Party or results from any matter consented to by the other Party;

(ss) "**Meeting**" means the special meeting, including any adjournments or postponements thereof, of the Iberian Shareholders to be held, among other things, to consider, and if thought fit, authorize, approve and adopt the Arrangement in accordance with the Interim Order and to approve the ETI Stock Option Plan Resolution;

(tt) "**Mineworx**" means Mineworx Technologies Inc., a company incorporated under the laws of the Province of British Columbia;

(uu) "**Mohave**" means Mohave County Mining, LLC, a body corporate incorporated under the law of the State of Nevada;

(vv) "**Outside Date**" means the later of (i) June 30, 2017; and (ii) such later date as Iberian and ETI may agree in writing;

(ww) "**Parties**" means the parties to this Agreement and their respective successors and permitted assigns and "**Party**" means any one of them;

(xx) "**person**" includes any individual, a sole proprietorship, firm, partnership, joint venture, venture capital fund, limited liability company, unlimited liability company, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate, corporation, unincorporated association or organization, union, Governmental Authority, syndicate or other entity, whether or not having legal status;

(yy) "**Plan**" or "**Plan of Arrangement**" means the plan of arrangement, including its Appendices, as it may be amended, modified or supplemented from time to time in accordance with the terms thereof, in substantially the form set out as Schedule A to this Agreement;

(zz) "**Private Placement**" means the private placement of 10,000,000 Subscription Receipts;

(aaa) "**Provisional Application**" means the provisional patent application filed with the U.S. Patent and Trademark Office on June 24, 2016 which received Application Serial Number 62/354,393;

(bbb) "**Purchase Agreement**" means the agreement between Iberian and ETI dated December 19, 2016, transferring the Technology Rights to ETI effective as of the Effective Date in exchange for: (i) the issuance by ETI of the ETI Share Consideration to Iberian; (ii) the issuance of the ETI Promissory Note, in substantially the form set out as Schedule B to this Agreement;

(ccc) "**Registrar**" means the Registrar of Corporations for the Province of Alberta duly appointed under the ABCA;

(ddd) "**Registered Shareholder**" means a registered holder of Iberian Shares as recorded in the shareholder register of Iberian;

(eee) "**Release Conditions**" means: (i) the satisfaction or waiver of the conditions precedent to the Arrangement contained in the Arrangement Agreement have either been satisfied or waived; and (ii) receipt of notice by the subscription receipt agent from ETI confirming that all conditions precedent to the Arrangement contained in this Arrangement Agreement have either been satisfied or waived and that the Release Conditions have been satisfied;

(fff) "**Securities Act**" means the *Securities Act* (Alberta) and the rules, regulations and policies made thereunder, as now in effect and as they may be amended from time to time prior to the Effective Date;

(ggg) "**Stock Exchange**" means the Toronto Stock Exchange, the TSXV, or any other Canadian stock exchange.

(hhh) "**Subscription Receipts**" means the 10,000,000 subscription receipts of ETI to be issued at a price of $0.25 per Subscription Receipt with each Subscription Receipt entitling the holder thereof to receive one ETI Share and one (1) ETI Warrant upon satisfaction of the Release Conditions;

(iii) "**Tax Act**" means the *Income Tax Act* (Canada), R.S.C. 1985, c.1 (5th Supp.), including the regulations promulgated thereunder, as amended;

(jjj) "**Tax**" or "**Taxes**" shall mean, with respect to any person, all taxes, however denominated, including any interest, penalties or other additions thereto that may become payable in respect thereof, imposed by any federal, provincial, state, local or foreign government or any agency or political subdivision of any such government, which taxes shall include, without limiting the generality of the foregoing, all income or profits taxes (including, but not limited to, federal income taxes and provincial income taxes), capital, payroll and employee withholding taxes, labour taxes, employment insurance, employment insurance premiums, social insurance taxes, Canada Pension Plan contributions, sales and use taxes, ad valorem taxes, value added taxes, goods and services tax, harmonized sales tax, excise taxes, franchise taxes, gross receipts taxes, business licence taxes,

occupation taxes, real and personal property taxes, stamp taxes, environmental taxes, transfer taxes, workers' compensation and other governmental charges, and other obligations of the same or of a similar nature to any of the foregoing;

(kkk) "**Technology**" means information and inventions (whether patentable or not) that relate to chemical treatment systems for the hydrometallurgical extraction of gold from ores, ore concentrates and electronic waste components, as contemplated by the Testing and Transfer Agreement. For greater certainty, the Technology includes but is not limited to the subject matter set out in the Provisional Application and any patents or patent applications claiming priority therefrom or incorporating any part of the subject matter thereof, and any improvements or modifications thereto;

(lll) "**Technology Rights**" means the rights of Iberian to acquire the Technology, as contemplated by the Testing and Transfer Agreement and the Consent to Assignment and Technology Rights Purchase Agreement;

(mmm) "**Testing and Transfer Agreement**" means the Agreement to Conduct Testing and Transfer Intellectual Property dated effective as of January 1, 2016 between Mohave and Mineworx; and

(nnn) "**TSXV**" means the TSX Venture Exchange.

1.2 Interpretation Not Affected by Headings

The division of this Agreement into Articles, Sections, subsections, paragraphs and subparagraphs and the insertion of headings are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

1.3 Number, Gender and Persons

In this Agreement, unless the context otherwise requires, words importing the singular only shall include the plural and vice versa, words importing the use of either gender shall include both genders and neuter and words importing a person or persons shall include a natural person, firm, trust, partnership, association, corporation, joint venture or government (including any governmental agency, political subdivision or instrumentality thereof) and any other entity of any kind or nature whatsoever.

1.4 Date for any Action

If the date on which any action is required to be taken hereunder by any Party is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.5 Statutory References

Any reference in this Agreement to a statute includes all regulations and rules made thereunder, all amendments to such statute, regulation or rule in force from time to time and any statute or regulation that supplements or supersedes such statute, regulation or rule.

1.6 Currency

Unless otherwise stated, all references in this Agreement to amounts of money are expressed in lawful money of Canada.

1.7 Invalidity of Provisions

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. To the extent permitted by applicable Law, the Parties waive any provision of law which renders any provision of this Agreement invalid or unenforceable in any respect. The Parties hereto will engage in good faith negotiations to replace any provision hereof which is declared invalid or unenforceable with a valid and enforceable provision, the economic effect of which approximates as much as possible the invalid or unenforceable provision which it replaces.

1.8 Accounting Matters

Unless otherwise stated, all accounting terms used in this Agreement have the meanings attributable thereto under IFRS, and such reference shall be deemed to be to the generally accepted accounting principles from time to time approved by the Canadian Institute of Chartered Accountants, or any successor entity thereto, applicable as at the date on which such principles are to be applied or on which any calculation or determination is required to be made in accordance with generally accepted accounting principles.

1.9 Knowledge

Where the phrase “to the best of the knowledge” or “to the best of a Party’s knowledge” is used, such phrase means, in respect of each representation and warranty or other statement which is qualified by such phrase, that such representation and warranty or other statement is being made based upon the collective knowledge of the Chie Executive Officer or Chief Financial Officer of the Party making the representation and warranty after having conducted an actual investigation as to the subject matter relating thereto, with the level of such investigation in each case being that of a reasonably prudent person investigating a material consideration in the context of a material transaction, and the use of such phrase herein constitutes a representation and warranty by the Party making the representation and warranty in each case that such investigation has been actually made.

1.10 Interpretation Not Affected by Party Drafting

The Parties acknowledge that their respective legal counsel has reviewed and participated in settling the terms of this Agreement, and the Parties agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting Party will not be applicable in the interpretation of this Agreement.

1.11 Due Diligence

Each of the Parties is responsible for its own evaluation of the economic value of the Arrangement and is responsible for its own due diligence in respect thereof.

1.12 Schedule

The following schedules are attached to, and is deemed to be incorporated into and form part of, this Agreement:

Schedule A – Plan of Arrangement
Schedule B - Purchase Agreement

ARTICLE 2
THE ARRANGEMENT

2.1 Arrangement

(a) Pursuant, and subject, to the detailed steps contained in the Plan of Arrangement, holders of Iberian Shares as of the Effective Time, other than a Dissenting Shareholder, will receive a pro rata share of the ETI Share Distribution (calculated assuming there are no Dissenting Shareholders) as a reduction of stated capital and which pro rata share will be determined based on the number of Iberian Shares outstanding at the Effective Time.

(b) The Arrangement shall be structured such that, assuming the Arrangement Resolution is approved and the Final Order is obtained, the distribution of the ETI Shares to the Iberian Shareholders under the Arrangement will not require registration under the 1934 Act, and the rules and regulations promulgated thereunder, in reliance on Section 3(a)(10) thereof.

(c) As soon as reasonably practicable, Iberian and ETI shall apply to the Court pursuant to Section 193 of the ABCA for an order approving the Arrangement and in connection with such application shall:

(i) subject to obtaining all necessary approvals of the Iberian Shareholders as contemplated in the Interim Order and as may be directed by the Court in the Interim Order, take all steps necessary or desirable to submit the Arrangement to the Court and apply for the Final Order; and

(ii) subject to the satisfaction or waiver of the conditions set forth herein, deliver to the Registrar the Articles of Arrangement and such other documents as may be required to give effect to the Arrangement, whereupon the transactions comprising the Arrangement shall occur and shall be deemed to have occurred in the order set out in the Plan of Arrangement without any further act or formality, except as contemplated in the Plan of Arrangement.

(d) The originating application referred to in Section 2.1(c) shall be satisfactory to each of ETI and Iberian, acting reasonably, and shall request that the Interim Order provide, among other things:

(i) for the persons to whom notice is to be provided in respect of the Arrangement and the Meeting and for the manner in which such notice is to be provided; and

(ii) that the requisite approval of the Iberian Shareholders for the Arrangement is 66 2/3% of the votes cast thereon by the holders of each of the Iberian Shares present in person or represented by proxy at the Meeting.

2.2 Withholding Tax

ETI and Iberian shall be entitled to deduct and withhold from any consideration otherwise payable pursuant to the Arrangement to any Iberian Shareholder who is not resident in Canada for purposes of the Tax Act or is otherwise required to have deductions made from any consideration otherwise payable to any Iberian Shareholder in connection with the Arrangement, and remit to the applicable Governmental Authority, such amounts as the ETI and Iberian are required to deduct, withhold and remit with respect to such payment under the Tax Act and other applicable laws. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the Iberian Shareholder in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority.

2.3 Effective Date

The Arrangement shall become effective at the Effective Time on the Effective Date on the terms and subject to the conditions contained in this Agreement and the Plan of Arrangement.

2.4 Consultation

Subject to Section 7.1, ETI and Iberian agree to consult with each other prior to issuing any press release or otherwise making any public statement with respect to this Agreement or the Arrangement or making any filing with any federal, provincial or state governmental or regulatory agency or with any stock exchange with respect thereto, except as may be required by applicable law or by obligations pursuant to any listing agreement with a stock exchange and only after using its reasonable commercial efforts to consult the other Party, taking into account the time constraints to which it is subject as a result of such law or obligation. Each of ETI and Iberian shall use its commercially reasonable efforts to enable the other of them to review and comment on all such press releases and filings prior to the release thereof. ETI and Iberian agree to issue a joint or individual press release with respect to this Agreement as soon as practicable after the execution hereof, in a form acceptable to each of them, acting reasonably.

2.5 Privacy Issues

(a) For the purposes of this Section 2.5, the following definitions apply:

(i) "**applicable law**" means, in relation to any person, transaction or event, all applicable provisions of laws, statutes, rules, regulations, official directives and orders of and the terms of all judgments, orders and decrees issued by any authorized authority by which such person is bound or having application to the transaction or any event in question, including applicable privacy laws;

(ii) "**applicable privacy laws**" means any and all applicable laws relating to privacy and the collection, use and disclosure of Personal Information in all applicable jurisdictions, including but not limited to the *Personal Information Protection and Electronic Document Act* (Canada) and any comparable provincial law, including the *Freedom of Information and Protection of Privacy Act* (Alberta);

(iii) "**authorized authority**" means, in relation to any person, transaction or event, any (A) federal, provincial, municipal or local governmental body (whether administrative, legislative, executive or otherwise), both domestic and foreign, agency, authority, commission, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, court, arbitrator, commission or body exercising judicial, quasi-judicial, administrative or similar functions, and (D) other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange, in each case having jurisdiction over such person, transaction or event; and

(iv) "**Personal Information**" means information about an individual transferred by ETI to Iberian or by Iberian to ETI (or by representatives of any of the foregoing) in accordance with this Agreement or as a condition of the Arrangement.

(b) Each of ETI and Iberian acknowledges that it is responsible for compliance at all times with applicable privacy laws which govern the collection, use and disclosure of Personal Information acquired by or disclosed to it pursuant to or in connection with this Agreement (the "**Disclosed Personal Information**").

(c) Neither ETI nor Iberian shall use the Disclosed Personal Information for any purposes other than those related to the performance of this Agreement and the completion of the Arrangement.

(d) Each of ETI and Iberian acknowledges and confirms that the disclosure of Personal Information is necessary for the purposes of determining if the Parties will proceed with the Arrangement, and that the disclosure of Personal Information relates solely to the carrying on of the business and the completion of the Arrangement.

(e) Each of ETI and Iberian acknowledges and confirms that it has and shall continue to employ appropriate technology and procedures in accordance with applicable law to prevent accidental loss or corruption of the Disclosed Personal Information, unauthorized input or access to the Disclosed Personal Information, or unauthorized or unlawful collection, storage, disclosure, recording, copying, alteration, removal, deletion, use or other processing of such Disclosed Personal Information.

(f) Each of ETI and Iberian shall at all times keep strictly confidential all Disclosed Personal Information provided to it, and shall instruct those employees or advisors responsible for processing such Disclosed Personal Information to protect the confidentiality of such information in a manner consistent with the Parties' obligations hereunder. Each of ETI and Iberian shall ensure that access to the Disclosed Personal Information is restricted to its employees or advisors who have a bona fide need to access to such information in order to complete the Arrangement.

(g) Each of ETI and Iberian shall promptly notify each other of all inquiries, complaints, requests for access, and claims of which it is made aware in connection with the Disclosed Personal Information. ETI and Iberian shall fully co-operate with one another, with the other persons to whom the Personal Information relates, and any authorized authority charged with enforcement of applicable privacy laws, in responding to such inquiries, complaints, requests for access, and claims.

(h) Upon the expiry or termination of this Agreement, or otherwise upon the reasonable request of the other Party, each Party shall forthwith cease all use of the Personal Information acquired by it in connection with this Agreement and shall return to the applicable other Party and cause its advisors to return to the applicable Party or, at the applicable Party's request, destroy in a secure manner, the Disclosed Personal Information (and any copies).

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Mutual Representations and Warranties

Each of Iberian and ETI represents and warrants to and in favour of the other that:

(a) it is duly incorporated, amalgamated or continued and is validly existing under the laws of its governing jurisdiction and has the corporate power and authority to enter into this Agreement and, subject to obtaining the requisite approvals contemplated hereby, to perform its obligations hereunder;

(b) the execution and delivery of this Agreement by it and the completion by it of the transactions contemplated herein do not and will not:

(i) result in the breach of, or violate any term or provision of, its articles or by-laws;

(ii) conflict with, result in the breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, any agreement, instrument, license, permit or authority to which it is a party or by which it is bound, or to which any assets of such Party are subject, or result in the creation of any Encumbrance upon any of its assets under any such agreement or instrument, or give to others any interest or right, including rights of purchase, termination, cancellation or acceleration, under any such agreement, instrument, license, permit or authority, which in any case would have a Material Adverse Effect on it; or

(iii) violate any provisions of any Applicable Law or any judicial or administrative award, judgment, order or decree applicable and known to it, the violation of which would have a Material Adverse Effect on it;

(c) no dissolution, winding-up, bankruptcy, liquidation or similar proceeding has been commenced or is pending or, to such Party's knowledge, is proposed in respect of it, except as contemplated by the Plan of Arrangement; and

(d) the execution and delivery of this Agreement and the completion of the transactions contemplated herein have been duly approved by its board of directors, and this Agreement constitutes a valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally and to general principles of equity and limitations upon the enforcement of indemnification for fines or penalties imposed by law.

3.2 Representations and Warranties of Iberian

Iberian represents and warrants to and in favour of ETI that:

(a) as of the date hereof, the authorized share capital of Iberian consists of an unlimited number of: (a) Iberian Shares; and (b) preferred shares, issuable in series, of which 271,295,080 Iberian Shares and no preferred shares are issued and outstanding. As of the date hereof: (i) Iberian Options to acquire an aggregate of 20,862,500 Iberian Shares are outstanding; and Iberian Warrants to acquire an aggregate of 20,226,667 Iberian Shares are outstanding. Except for the Iberian Options and the Iberian Warrants, there are no Iberian Convertible Securities outstanding, nor are there any outstanding stock appreciation rights, phantom equity or similar rights, agreements, arrangements or commitments based upon the book value, income or other attribute of Iberian. All outstanding Iberian Shares have been duly authorized and validly issued, are fully paid and non-assessable and are not subject to, nor were they issued in violation of, any pre-emptive rights and all Iberian Shares issuable upon exercise of outstanding Iberian Options and Iberian Warrants in accordance with their respective terms will be duly authorized and validly issued, fully paid and non-assessable and will not be subject to any pre-emptive rights;

(b) the Iberian Board has determined that: (i) the Arrangement is fair, from a financial point of view, to Iberian Shareholders; (ii) that the Arrangement is in the best interests of Iberian; (iii) it will unanimously recommend that Iberian Shareholders vote in favour of the Arrangement; and (iv) has unanimously approved the Arrangement and the entering into of this Agreement.

(c) since September 30, 2016:

(i) Iberian has not amended the Iberian Governing Documents;

(ii) Iberian has not disposed of any property or assets out of the ordinary course of business;

(iii) Iberian has conducted its business in all material respects in the usual, ordinary and regular course and consistent with past practice; and

(iv) Iberian has not suffered any Material Adverse Change or any occurrences or circumstances which have resulted or might reasonably be expected to result in a Material Adverse Change in Iberian;

(d) Iberian is a "reporting issuer" or the equivalent under applicable securities Laws in the provinces of Alberta and British Columbia; and

(e) the issued and outstanding Iberian Shares are listed and posted for trading on the TSXV and Iberian is in material compliance with the by-laws, rules and regulations of the TSXV.

3.3 Representations and Warranties of ETI

ETI represents and warrants to and in favour of Iberian that:

(a) as of the date hereof, the authorized capital of ETI consists of an unlimited number of: (i) ETI Shares; (ii) ETI Preferred A Shares, and (iii) ETI Preferred B Shares, of which 9,000,000 ETI Shares are issued and outstanding. Except for 10,000,000 ETI Subscription Receipts to be issued pursuant to the Private Placement, there are no options, warrants or other rights, agreements or commitments of any character whatsoever (contingent or otherwise) requiring the issuance, sale or transfer by ETI of any ETI Shares or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire ETI Shares; and there are no outstanding stock appreciation rights, phantom equity or similar rights, agreements, arrangements or commitments based upon the book value, income or other attribute of ETI. All outstanding ETI Shares have been duly authorized and validly issued, are fully paid and non-assessable and are not subject to, nor were they issued in violation of, any pre-emptive rights and all ETI Shares issuable upon exercise of convertible securities to acquire ETI Shares in accordance with their terms will be duly authorized and validly issued, fully paid and non-assessable and will not be subject to any pre-emptive rights;

(b) the ETI Board has unanimously approved the Arrangement, the entering into of this Agreement and the issuance of ETI Shares pursuant to the Arrangement;

(c) since the date of incorporation:

(i) ETI has not amended the ETI Governing Documents, except to create the ETI Preferred A Shares and the ETI Preferred B Shares;

(ii) ETI has not disposed of any property or assets out of the ordinary course of business;

(iii) ETI has conducted its business in all material respects in the usual, ordinary and regular course and consistent with past practice; and

(iv) ETI has not suffered any Material Adverse Change or any occurrences or circumstances which have resulted or might reasonably be expected to result in a Material Adverse Change in ETI;

(d) ETI has complied with and is in compliance with all laws and regulations applicable to the operation of its business, except where such non-compliance would not, considered individually or in the aggregate, give rise to a Material Adverse Effect on ETI or materially affect the ability of ETI to perform its obligations hereunder; and

(e) other than the Consent to Assignment and Technology Purchase Agreement, ETI has no other agreement material to its business; and ETI has performed in all respects all obligations required to be performed by it to date under the Consent to Assignment and Technology Purchase Agreement.

ARTICLE 4
COVENANTS

4.1 General Covenant

ETI will, and Iberian will, so long as its board of directors has not withdrawn its recommendation, use all commercially reasonable efforts and do all things reasonably required of it to cause the Arrangement to become effective on or before the Outside Date, or such later date as Iberian may determine in its sole discretion.

4.2 Covenants of Iberian

Iberian will:

(a) not on or before the Effective Date, perform any act or enter into any transaction that could interfere or be inconsistent with the completion of the Arrangement;

(b) as soon as practicable, convene the Meeting;

(c) in a timely and expeditious manner:

(i) forthwith carry out the terms of the Interim Order;

(ii) prepare the Circular and proxy solicitation materials and any amendments or supplements thereto, and file such materials in all jurisdictions where the same are required to be filed, and distribute the same as ordered by the Interim Order and in accordance with all Applicable Laws, and solicit proxies to be voted at the Meeting in favour of the Arrangement Resolution and ETI Stock Option Plan Resolution and related matters; and

(iii) conduct the Meeting in accordance with the Interim Order, the by-laws of Iberian, and as otherwise required by Applicable Laws;

(d) subject to obtaining all necessary approvals of the Iberian Shareholders as contemplated in the Interim Order and as may be directed by the Court in the Interim Order, forthwith proceed with and diligently prosecute an application for the Final Order;

(e) take all steps necessary to ensure that: (i) the Final Order approves the Arrangement after a hearing upon the fairness of such terms and conditions at which all persons to whom it is proposed to issue securities have the right to appear (and such persons have received timely and adequate notice of the hearing), without any improper impediments to their appearance at the hearing, (ii) the Court is advised before the hearing that Iberian will rely on the exemption from U.S. securities registration set forth in Section 3(a)(10) of the 1934 Act, based on the Court's approval of the Arrangement, and (iii) the Court finds, before approving the Arrangement, that the terms and conditions of the Arrangement are

fair (procedurally and substantively) to those to whom securities will be issued, and approves the fairness of the terms and conditions of the Arrangement;

(f) subject to the receipt of the Final Order and the satisfaction or waiver of the conditions set out in Article 5, deliver to and file with the Registrar the Articles of Arrangement and the Final Order at such time as Iberian deems appropriate in its sole discretion in order to give effect to the Arrangement;

(g) on or before the Effective Date, assist and cooperate in the preparation and filing with all applicable securities commissions or similar securities regulatory authorities in Canada of all necessary applications to seek exemptions, if required, from the prospectus, registration and other requirements of the applicable securities laws of jurisdictions in Canada for the issue by ETI of ETI Shares, and other exemptions that are necessary or desirable in connection with the Arrangement;

(h) prior to the Effective Date, obtain confirmation from the Stock Exchange of the continued listing of the Iberian Shares, and jointly with ETI, make application to list the ETI Shares, issuable pursuant to the Arrangement, on the Stock Exchange; and

(i) on or before the Effective Date, perform the obligations required to be performed by Iberian under the Plan of Arrangement and do all such other acts and things, and execute and deliver all such agreements, assurances, notices and other documents and instruments, as may be necessary or desirable and are within its power and control in order to carry out and give effect to the Arrangement and any transactions necessary for the effectiveness of the Arrangement, including using all commercially reasonable efforts to obtain:

(i) the approval of Iberian Shareholders required for the implementation of the Arrangement;

(ii) the approval of Iberian Shareholders required for the adoption of the ETI Stock Option Plan;

(iii) such other consents, orders, rulings or approvals and assurances as are necessary or desirable for the implementation of the Arrangement, including those referred to in Section 5.1; and

(iv) satisfaction of the other conditions precedent referred to in Sections 5.1 and 5.2.

4.3 Covenants of ETI

ETI will:

(a) not, on or before the Effective Date, except as specifically provided for hereunder or in connection with the Arrangement, alter or amend its constating documents, articles or by-laws as the same exist as at the date of this Agreement;

(b) prior to the Effective Date, cooperate in agreeing to make such amendments to this Agreement and the Plan of Arrangement, as may be reasonably necessary to implement the Plan of Arrangement, or as may be determined by Iberian, in its sole discretion, to enable Iberian to carry out any transactions deemed advantageous by Iberian for the Arrangement;

(c) not on or before the Effective Date perform any act or enter into any transaction that could interfere or could be inconsistent with the completion of the Arrangement; and

(d) on or before the Effective Date, perform the obligations required to be performed by it under the Plan of Arrangement and do all such other acts and things, and execute and deliver all such agreements, assurances, notices and other documents and instruments, as may be necessary or desirable and are within its power and control in order to carry out and give effect to the Arrangement, including co-operating with Iberian to obtain:

(i) the Final Order;

(ii) the approval of the listing of the ETI Shares on the Stock Exchange;

(iii) such other consents, rulings, orders, approvals and assurances as are necessary or desirable for the implementation of the Arrangement, including those referred to in Section 5.1; and

(iv) satisfaction of the other conditions precedent referred to in Sections 5.1 and 5.2.

ARTICLE 5
CONDITIONS

5.1 Conditions Precedent

The respective obligation of the Parties to complete the transactions contemplated by this Agreement and to file Articles of Arrangement to give effect to the Arrangement are subject to the satisfaction of the following conditions (which may be waived by either Party without prejudice to its right to rely on any other condition in its favour):

(a) the Interim Order shall not have been set aside, amended or varied in a manner unacceptable to Iberian, in its sole discretion, whether on appeal or otherwise;

(b) the Arrangement Resolution shall have been approved by the requisite number of votes cast by the Iberian Shareholders at the Meeting in accordance with the provisions of the Interim Order and any applicable regulatory requirements;

(c) the Final Order shall have been obtained in form and substance satisfactory to Iberian, in its sole discretion, provided that the requirements of Section 4.2(e) have been met with respect to the Final Order;

(d) the Articles of Arrangement and all necessary related documents, in form and substance satisfactory to Iberian, in its sole discretion, shall have been accepted for filing by the Registrar together with the Final Order in accordance with Subsection 193(10) of the ABCA;

(e) all material consents, orders, rulings, approvals, opinions and assurances, including regulatory, judicial, third party and advisor opinions, approvals and orders, required or necessary, in the sole discretion of Iberian, for the completion of the transactions provided for in this Agreement, the Plan of Arrangement, shall have been obtained or received, and none of the consents, orders, rulings, approvals, opinions or assurances contemplated herein shall contain terms or conditions or require undertakings or security that are considered unsatisfactory or unacceptable by Iberian, in its sole discretion;

(f) no action shall have been instituted and be continuing on the Effective Date for an injunction to restrain, a declaratory judgment in respect of, or damages on account of or relating to, the Arrangement and there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this

Agreement, and no cease trading or similar order with respect to any securities of any of the Parties shall have been issued and remain outstanding;

(g) no law, regulation or policy shall have been proposed, enacted, promulgated or applied that interferes or is inconsistent with the completion of the Arrangement, including any material change to the income tax laws of Canada or any province, state or territory thereof;

(h) the Private Placement shall have been completed;

(i) the Iberian Shares (including shares issuable on exercise of options issued under the Iberian Stock Option Plan) shall continue to be listed on the TSXV and the ETI Shares (including shares issuable on exercise of options granted under the ETI Stock Option Plan, if approved by the Iberian Shareholders) to be issued pursuant to the Arrangement shall have been conditionally approved for listing on a Stock Exchange on terms satisfactory to each of Iberian and ETI, subject to compliance with the normal listing requirements of such exchange;

(j) there shall not have developed, occurred or come into effect or existence any event, action or occurrence of national or international consequences, any governmental law or regulation, state, condition or major financial occurrence, including any act of terrorism, war or like event, or other occurrence of any nature, which, in the sole discretion of Iberian, materially adversely affects, or may materially adversely affect, the financial markets in Canada or the business, financial condition, operations or affairs of Iberian or ETI (as defined in the Plan of Arrangement) going forward; and

(k) the Arrangement Agreement shall not have been terminated pursuant to the termination provisions contained in Section 6.2.

5.2 Conditions to Obligation of Each Party

The obligation of each Party to complete the transactions contemplated by this Agreement is further subject to the conditions (which may be waived by such Party without prejudice to its right to rely on any other condition in its favour) that: (i) the covenants of each other Party to be performed on or before the Effective Date pursuant to the terms of this Agreement will have been duly performed in all material respects; (ii) except as set forth in this Agreement, the Plan of Arrangement, the representations and warranties of each other Party will be true and correct in all material respects as at the Effective Date, with the same effect as if such representations and warranties had been made at, and as of, such date; and (iii) the Purchase Agreement shall not have been terminated and shall be in full force and effect, and each such Party will receive a certificate, dated the Effective Date, of a senior officer of each other Party confirming the matters in (i) and (ii) above.

5.3 Merger/Waiver of Conditions

The conditions set out in Sections 5.1 and 5.2 will be conclusively deemed to have been satisfied, waived or released on the filing by Iberian of Articles of Arrangement under the ABCA to give effect to the Plan of Arrangement.

ARTICLE 6
AMENDMENT AND TERMINATION

6.1 Amendment

This Agreement may, at any time and from time to time before and after the holding of the Meeting, but not later than the Effective Date, be amended by written agreement of the Parties without, subject to

Applicable Law, further notice to or authorization on the part of their respective shareholders. Without limiting the generality of the foregoing, any such amendment may:

(a) change the time for performance of any of the obligations or acts of the Parties;

(b) waive any inaccuracies or modify any representation contained herein or in any document to be delivered pursuant hereto;

(c) except as otherwise provided herein, waive compliance with or modify any of the covenants contained herein or waive or modify performance of any of the obligations of the Parties; or

(d) make such alterations, modifications or amendments to this Agreement as the Parties may consider necessary or desirable in connection with the Interim Order or the Final Order.

6.2 Termination

This Agreement may, at any time before or after the holding of the Meeting but prior to the issue of the Certificate of Arrangement, be terminated by Iberian in its sole discretion at any time without the approval of the Iberian Shareholders or ETI and nothing expressed or implied herein or in the Plan of Arrangement shall be construed as fettering the absolute discretion of Iberian to elect to terminate this Agreement and discontinue efforts to effect the Plan of Arrangement for whatever reason it may consider appropriate. This Agreement will terminate without any further action by the Parties if the Effective Date has not occurred on or before the Outside Date.

ARTICLE 7
CONFIDENTIALITY

7.1 Confidentiality

Each of the Parties (on their own behalf and on behalf of their respective representatives ("**Representatives**")):

(a) agree that no disclosure or announcement, public or otherwise, in respect of this Agreement or the transactions contemplated herein will be made by any Party without the prior agreement of the other Party as to timing, content and method, provided that the obligations herein will not prevent any Party from making, after consultation with the other Party, such disclosure as its counsel advises is required by applicable Law or the rules and policies of the applicable Securities Authorities other regulatory authority.

(b) will ensure that all information ("**Confidential Information**") received from the disclosing Party (the "**Disclosing Party**") shall be kept and maintained as strictly confidential, except for documents available to the public or, subject to the provisions herein, are required to be disclosed by applicable Law;

(c) will safeguard and strictly control the dissemination of Confidential Information and will ensure that Confidential Information is not disclosed or released to any person other than to Representatives of the recipient Party (the "**Recipient**") of the Confidential Information who have a need to know the same in connection with an evaluation of the Arrangement. The recipient of such Confidential Information acknowledges and agrees that it is responsible for any breach of this Agreement by any of its Representatives. If Confidential Information is disclosed to any Representatives, the Recipient will inform such Representatives at the time of such disclosure about the confidential nature of the

Confidential Information and the terms of this Agreement and those Representatives are to have acknowledged being bound by the terms of this Agreement;

(d) will not disclose any Confidential Information to any person other than in accordance with the terms of this Agreement except where the Recipient is required by law or requested pursuant to legal process or regulatory policy to otherwise disclose any Confidential Information. Prior to any such disclosure, however, such Recipient will immediately provide to the Disclosing Party written notice so that the Disclosing Party may seek a protective order or other appropriate remedy, or waive compliance by the Recipient with this subparagraph. If, in the absence of a protective order, appropriate remedy or waiver by the Disclosing Party, the Recipient, in the reasonable opinion of legal counsel, is required by law or securities regulatory policy to disclose any Confidential Information or stands liable for contempt or to suffer other censure or penalty on any failure to disclose, the Recipient may, without liability hereunder, disclose that portion (and only that portion) of Confidential Information required to be disclosed, and, further, will exercise commercially reasonable efforts to obtain reasonable assurance that confidential treatment will be accorded to such disclosed Confidential Information; and

(e) at the request of the Disclosing Party, the Recipient will and will cause its Representatives to: (i) return all Documents provided hereunder and all copies or other reproductions thereof, except for documents prepared by the Recipient or its Representatives relating to the Confidential Information (in all cases whether printed, electronic, magnetic or otherwise), or (ii) with the Disclosing Party's prior written consent, destroy all such documents, except for such portions thereof that, in the reasonable opinion of the Recipient or the Recipient's Representatives, are to be retained as supporting the Recipient's corporate decisions or the Representatives' advice with respect to an evaluation of the Arrangement, and provide the Disclosing Party with written certification thereof. If a Transaction is not consummated before the Outside Date, or a business combination or similar transaction is consummated with a person other than the Recipient (or an affiliate or associate thereof), whichever occurs first, the Disclosing Party is deemed, upon such occurrence, to have made such a request pursuant to this subparagraph, and the Recipient is deemed to have received such request.

ARTICLE 8
GENERAL

8.1 Notices

Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and delivered personally or by courier or by facsimile addressed to the recipient as follows:

To Iberian:

Suite 102, 1603 91st Street
Edmonton, Alberta T6X 0W9
Attention: Greg Pendura
Email : g.pendura@iberianminerals.ca

To ETI:

Suite 102, 1603 91st Street
Edmonton, Alberta T6X 0W9
Attention: Don Weatherbee
Email : donw@iberianminerals.ca

in each case with a copy to:

DLA Piper (Canada) LLP
Suite 1000, 250 – 2nd Street S.W.
Calgary, AB T2P 0C1
Attention: Roy Hudson
Email: roy.hudson@dlapiper.com

or such other address that a Party may, from time to time, advise the other Parties by notice in writing given in accordance with the foregoing. The date of receipt of any such notice will be deemed to be the date of actual delivery thereof or, if given by facsimile, on the day of transmittal thereof if given during the normal business hours of the recipient with written confirmation of receipt by fax and verbal confirmation of same and on the next Business Day, if not given during such hours.

8.2 Time of Essence

Time is of the essence of this Agreement.

8.3 Further Assurances

Each of the Parties will from time to time execute and deliver such further documents and instruments and do all acts and things as any other Party may before the Effective Date reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

8.4 Assignment

No Party may assign its rights or obligations under this Agreement or the Arrangement without the prior written consent of the other Parties (which consent will not be unreasonably withheld or delayed), provided that no such consent will be required for any Party to assign its rights and obligations under this Agreement and the Arrangement to a corporate successor to such Party or to a purchaser of all or substantially all of the assets of such Party.

8.5 Binding Effect

This Agreement will be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns, and specific references to "successors" elsewhere in this Agreement will not be construed to be in derogation of the foregoing.

8.6 Waiver

Any waiver or release of any of the provisions of this Agreement, to be effective, must be in writing executed by the Party granting the same.

8.7 No Personal Liability

(i) No Representative of Iberian shall have any personal liability whatsoever to any other Party on behalf of Iberian under this Agreement, the Plan of Arrangement, or any other document delivered in connection with any of the foregoing; and

(ii) No Representative of ETI shall have any personal liability whatsoever to any other Party on behalf of ETI under this Agreement, the Plan of Arrangement, or any other document delivered in connection with any of the foregoing.

8.8 Invalidity of Provisions

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or Applicable Law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

8.9 Entire Agreement

This Agreement, the Plan of Arrangement and the other agreements and instruments contemplated hereby and thereby or entered into or delivered in connection herewith or therewith, including the Purchase Agreement constitute the entire agreement between the Parties pertaining to the subject matter hereof and thereof. There are no warranties, conditions, or representations (including any that may be implied by statute), and there are no agreements, in connection with such subject matter except as specifically set forth or referred to in this Agreement, the Plan of Arrangement and such other agreements and instruments contemplated hereby and thereby or entered into or delivered in connection herewith or therewith including the Agreement, or as otherwise set out in writing and delivered at Closing.

8.10 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein without regard to conflicts of law principles. Each of the Parties agrees that any action or proceeding arising out of or relating to this Agreement may be instituted in the courts of Alberta, waives any objection which it may have now or later to the venue of that action or proceeding, irrevocably submits to the non-exclusive jurisdiction of those courts in that action or proceeding and agrees to be bound by any judgment of those courts.

8.11 No Third Party Beneficiaries

Except as otherwise provided in Sections 8.4, 8.5 and 8.7, this Agreement is not intended to confer on any Person other than the Parties any rights or remedies.

8.12 Counterparts

This Agreement may be executed in any number of original, facsimile or “pdf” counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first written.

IBERIAN MINERALS LTD.

Per: *"Don Weatherbee"*
Authorized Signatory

ENVIROLEACH TECHNOLOGIES INC.

Per: *"Don Weatherbee"*
Authorized Signatory

SCHEDULE "A"

PLAN OF ARRANGEMENT

made pursuant to

Section 288 of the *Business Corporations Act* (Alberta)

ARTICLE 1
DEFINITIONS

8.13 Definitions

In this Plan, unless the context otherwise requires,

(a) "**Arrangement**" means the arrangement under Section 193 of the ABCA on the terms and subject to the conditions set forth in this Plan of Arrangement, subject to any amendments or variations thereto made in accordance with the Arrangement Agreement or the Plan of Arrangement, or made at the direction of the Court in the Final Order;

(b) "**Arrangement Agreement**" means the arrangement agreement made as of January 23, 2017 between ETI and Iberian to which this Plan is attached as Schedule A;

(c) "**ABCA**" means the *Business Corporations Act* (Alberta), as amended, including the regulations promulgated thereunder;

(d) "**Business Day**" means a day, other than a Saturday, Sunday or a statutory holiday observed in Calgary, Alberta;

(e) "**Court**" means the Alberta Court of Queen's Bench;

(f) "**Dissent Rights**" means the right of a Registered Shareholder, in accordance with the Interim Order and this Plan, to dissent to the resolution approving the Arrangement and to be paid the fair value of the Iberian Shares in respect of which such Registered Shareholder dissents;

(g) "**Dissenting Shareholder**" means Registered Shareholder who has duly exercised its Dissent Rights and has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights, but only in respect of the Iberian Shares in respect of which Dissent Rights are validly exercised by such Registered Shareholder;

(h) "**DRS**" means the direct registration system;

(i) "**DRS Advice**" means a DRS advice which details the shares held in a book position;

(j) "**Effective Date**" means the date shown on the confirmation of filing to be issued under the ABCA giving effect to the Arrangement, which date shall be determined in accordance with the Arrangement Agreement;

(k) "**Effective Time**" means the time at which the steps to complete the Arrangement will commence, which will be 12:01 a.m. (Calgary time) on the Effective Date, subject to any amendment or variation in accordance with the terms of the Arrangement Agreement;

(l) "**ETI**" means Enviroleach Technologies Inc., a corporation existing under the ABCA;

(m) "**ETI Promissory Note**" means a promissory note in the amount of $1,600,000 made by ETI in favour of Iberian;

(n) "**ETI Share Consideration**" means 28,000,000 ETI Shares at a deemed price of $0.25 per share;

(o) "**ETI Shares**" means the common shares without par value in the capital of ETI, as constituted on the date of this Agreement;

(p) "**ETI Share Distribution**" means the 26,000,000 ETI Shares to be distributed by Iberian to the Iberian Shareholders in accordance with this Plan of Arrangement;

(q) "**ETI Warrant**" means a warrant exercisable into one (1) ETI Share at a price of $0.50 for a period of two years from the date of issuance;

(r) "**Final Order**" means the final order of the Court approving the Arrangement, as such order may be amended or varied at any time prior to the Effective Time or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or amended, with or without variation, on appeal;

(s) "**Governmental Authority**" means any: (i) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign; (ii) any subdivision, agency, commission, board or authority of any of the foregoing; or (iii) any quasigovernmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing;

(t) "**Iberian**" means Iberian Minerals Ltd., a corporation existing under the ABCA;

(u) "**Iberian Shareholders**" means the holders of Iberian Shares;

(v) "**Iberian Shares**" means the common shares without par value in the capital of Iberian, as constituted on the date of this Agreement; and

(w) "**Interim Order**" means the interim order of the Court concerning the Arrangement containing declarations and directions with respect to the Arrangement and the holding of the Meeting, as such order may be amended or varied by the Court;

(x) "**Meeting**" means the special meeting, including any adjournments or postponements thereof, of the Iberian Shareholders to be held, among other things, to consider, and if thought fit, authorize, approve and adopt the Arrangement in accordance with the Interim Order and to approve the ETI Stock Option Plan Resolution;

(y) "**Parties**" means Iberian and ETI and their respective successors and permitted assigns and "Party" means any one of them;

(z) "**Plan**" means this plan of arrangement, as amended or supplemented from time to time, and "hereby", "hereof", "herein", "hereunder", "herewith" and similar terms refer to this Plan and not to any particular provision of this Plan;

(aa) "**Purchase Agreement**" means the agreement between Iberian and ETI to be dated as of the Effective Date transferring the Technology Rights to ETI in exchange for: (i) the issuance by ETI of the ETI Share Consideration to Iberian; (ii) the issuance of the ETI Promissory Note;

(bb) "**Registered Shareholder**" means a registered holder of Iberian Shares as recorded in the shareholder register of Iberian;

(cc) "**Release Conditions**" means all conditions, undertakings and other matters to be satisfied, completed and otherwise met prior to or contemporaneously with the completion of the Plan of Arrangement pursuant to this Agreement, including, but not limited to: (i) the conditional approval of the a Stock Exchange to list the ETI Shares; (ii) the approval of the Iberian Shareholders of the Arrangement Resolution; and (iii) all other necessary regulatory and court approvals;

(dd) "**Tax Act**" means the *Income Tax Act* (Canada), R.S.C. 1985, c.l (5th Supp.), including the regulations promulgated thereunder, as amended;

(ee) "**Technology**" means information and inventions (whether patentable or not) that relate to chemical treatment systems for the hydrometallurgical extraction of gold from ores, ore concentrates and electronic waste components, as contemplated by the Testing and Transfer Agreement. For greater certainty the Technology Rights includes but is not limited to the subject matter set out in the Provisional Application and any patents or patent applications claiming priority therefrom or incorporating any part of the subject matter thereof, and any improvements or modifications thereto;

(ff) "**Technology Rights**" means the rights of Iberian to acquire the Technology, as contemplated by the Testing and Transfer Agreement and the Consent to Assignment and Technology Rights Purchase Agreement;

(gg) "**Testing and Transfer Agreement**" means the Agreement to Conduct Testing and Transfer Intellectual Property dated effective as of January 1, 2016 between Mohave County Mining, LLC and Mineworx Technologies Inc.; and

(hh) "**TSXV**" means the TSX Venture Exchange.

8.14 Interpretation Not Affected by Headings

The headings contained in this Plan are for reference purposes only and shall not affect in any way the meaning or interpretation of this Plan.

8.15 Article References

Unless the contrary intention appears, references in this Plan to an article, section, paragraph, subparagraph or schedule by number or letter or both refer to the article, section, paragraph, subparagraph or schedule bearing that designation in this Plan.

8.16 Number, Gender and Persons

In this Plan, unless the context otherwise requires, words importing the singular only shall include the plural and vice versa, words importing the use of either gender shall include both genders and neuter and words importing a person or persons shall include a natural person, firm, trust, partnership, association, corporation, joint venture, unincorporated body of persons or government (including any governmental agency, political subdivision or instrumentality thereof) and any other entity of any kind or nature whatsoever.

8.17 Date for Any Action

In the event that the date on which any action is required to be taken hereunder by any of the parties is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

8.18 Statutory References

References in this Plan to any statute or sections thereof shall include such statute as amended or substituted and any regulations promulgated thereunder from time to time in effect.

8.19 Currency

Unless otherwise stated, all references in this Plan to amounts of money are expressed in lawful money of Canada.

ARTICLE 9
PURPOSE AND EFFECT OF THE PLAN

9.1 Purpose of the Plan

The following is only intended to be a general statement of the purpose of the Plan and is qualified in its entirety by the specific provisions of the Plan.

The purpose of the Plan is to implement part of a reorganization of the business of Iberian, resulting in: (i) the Technology Rights being transferred to ETI, in consideration of, amongst other things, the issue to Iberian of the ETI Share Consideration and the issuance of the ETI Promissory Note to Iberian; and (ii) the distribution of a portion of the ETI Share Consideration to Iberian Shareholders as a reduction of stated capital.

9.2 Plan Binding

The Plan will become effective on, and be binding on and after the Effective Time on: (i) Iberian; (ii) ETI; (iii) all securityholders of Iberian; and (iv) all securityholders of ETI.

ARTICLE 10
ARRANGEMENT

10.1 The Arrangement

At the Effective Time, each of the events set out below shall occur and be deemed to occur in the sequence set out without further act or formality except as otherwise provided herein:

(a) the Iberian Shares held by any Dissenting Shareholders, who duly exercise their Dissent Rights and who are ultimately entitled to be paid fair value for those Iberian Shares, will be deemed to have been transferred to Iberian and cancelled and will cease to be outstanding at the Effective Time, and such Dissenting Shareholders will cease to have any rights as Iberian Shareholders other than the right to be paid the fair value for their Iberian Shares by Iberian;

(b) Iberian shall transfer the Technology Rights to ETI pursuant to the Purchase Agreement in exchange for: (i) the ETI Share Consideration; and (ii) the ETI Promissory Note;

(c) the Release Conditions shall have been deemed to be satisfied and each one (1) ETI Subscription Receipt shall be exchanged for one (1) ETI Share and one (1) ETI Warrant; and

(d) Iberian shall deliver to each Registered Shareholder as at the Effective Time, such Registered Shareholder's pro rata share of the ETI Share Distribution (assuming that there are no Dissenting Shareholders) as a reduction of stated capital and which pro rata share is based on the number of outstanding Iberian Shares outstanding at the Effective Time.

10.2 Further Assurances

Notwithstanding that the transactions or events set out herein shall occur and shall be deemed to occur in the order set out in this Plan without further act or formality, each of the parties to the Arrangement Agreement shall make, do and execute or cause and procure to be made, done and executed all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them in order to further document or evidence any of the transactions or events set out herein, including, without limitation, any resolution of directors authorizing the issue, transfer or purchase for cancellation of securities, any security transfer powers evidencing the transfer of securities and any receipt therefore, and any necessary additions to or deletions from security registers.

ARTICLE 11
OUTSTANDING CERTIFICATES AND PAYMENTS

11.1 DRS Advices

As soon as practicable following the Effective Date, Iberian will forward or cause to be forwarded by first class mail (postage paid) to Iberian Shareholders, other than Dissenting Shareholders, as of the Effective Time at the address specified in the register of holders of Iberian Shares, DRS Advices representing the number of ETI Shares issued to such Registered Shareholder under the Arrangement. In the event that the rounding down of such fractional interests results in a portion of the ETI Share Distribution not being distributed to Iberian Shareholders, such undistributed ETI Shares shall be registered in the name of Iberian.

11.2 Treatment of Fractional Shares

No fractional ETI Shares shall be issued pursuant to the Plan. In the event that a Iberian Shareholder would otherwise be entitled to a fractional ETI Share hereunder, the number of ETI Shares issued to such Iberian Shareholder shall be rounded down to the next lesser whole number of ETI Shares. In calculating such fractional interests, all Iberian Shares registered in the name of or beneficially held by such Iberian Shareholder or their nominee shall be aggregated.

11.3 Withholdings

ETI and Iberian shall be entitled to deduct and withhold from any consideration otherwise payable pursuant to the Arrangement to any Iberian Shareholder who is not resident in Canada for purposes of the Tax Act or is otherwise required to have deductions made from any consideration otherwise payable to any Iberian Shareholder in connection with the Arrangement, and remit to the applicable Governmental Authority, such amounts as the ETI and Iberian are required to deduct, withhold and remit with respect to such payment under the Tax Act and other applicable laws. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the Iberian Shareholder in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority.

ARTICLE 12
DISSENT RIGHTS

12.1 Dissent Rights

(a) Each Registered Shareholder may exercise Dissent Rights with respect to the Arrangement in accordance with the Interim Order and as may be modified by the Final Order. A Dissenting Shareholder shall, at the Effective Time, cease to have any rights as a Registered Shareholder and shall only be entitled to be paid the fair value of the Registered Shareholder. A Dissenting Shareholder shall be deemed to have transferred the Iberian Shares to Iberian for cancellation at the Effective Time. A Iberian Shareholder who exercises Dissent Rights and who, for any reason, is not entitled to be paid the fair value of the Registered Shareholder's Iberian Shares, shall be treated as if the Registered Shareholder had participated in the Arrangement on the same basis as a Registered Shareholder who did not exercise Dissent Rights. The fair value of the Iberian Shares shall be determined as of the close of business on the last Business Day before the day of the Meeting. In no event shall Iberian be required to recognize any Dissenting Shareholder as a shareholder of Iberian after the Effective Time and the names of such Registered Shareholders shall be removed from the applicable Iberian register of shareholders as at the Effective Time.

(b) In respect of amounts paid to a Dissenting Shareholder in accordance with Section 5.1(a), there shall be deducted from the stated capital account maintained by Iberian for the Iberian Shares an amount in respect of each such Iberian Share equal to the lesser of: (i) the amount so paid; and (ii) the stated capital of such share.

(c) All payments made to a Dissenting Shareholder pursuant to this Article shall be subject to, and paid net of, all applicable withholding taxes.

ARTICLE 13
AMENDMENTS

13.1 Amendment Prior to the Effective Time

Iberian reserves the right to amend, modify and/or supplement this Plan from time to time at any time prior to the Effective Time provided that any such amendment, modification or supplement must be contained in a written document that is: (a) agreed to by ETI; (b) filed with the Court and, if made following the Meeting, approved by the Court; and (c) communicated to Iberian Shareholders in the manner required by the Court (if so required).

13.2 Amendment at the Meeting

Any amendment, modification or supplement to this Plan may be proposed by Iberian at any time prior to or at the Meeting (provided that ETI shall have consented thereto) with or without any other prior notice or communication, and if so proposed and accepted by the persons voting at the Meeting (other than as may be required under the Interim Order), shall become part of this Plan for all purposes.

13.3 Consent of ETI and Iberian

Any amendment, modification or supplement to this Plan which is approved by the Court following the Meeting shall be effective only: (a) if it is consented to by Iberian; (b) if it is consented to by ETI; and (c) if required by the Court or applicable law, it is consented to by the Iberian Shareholders.

13.4 Amendment After the Effective Time

Subject to applicable law, any amendment, modification or supplement to this Plan may be made following the Effective Time unilaterally by ETI; provided that it concerns a matter which, in the reasonable opinion of ETI, is of an administrative nature required to better give effect to the implementation of this Plan and is not adverse to the financial or economic interests of any Iberian Shareholders.

SCHEDULE "B"

ASSET PURCHASE AGREEMENT

THIS AGREEMENT made the ____ day of _____, 2017.

BETWEEN:

IBERIAN MINERALS LTD., a corporation incorporated under the laws of the Province of Alberta
(the "**Vendor**")

AND:

ENVIROLEACH TECHNOLOGIES INC., a corporation incorporated under the laws of the Province of Alberta
(the "**Purchaser**")

BACKGROUND:

A. The Vendor is the legal and beneficial owner of the intellectual property rights and assets (the "**Property**") described in Appendix "A" to this Agreement.

B. The Vendor has agreed to sell and the Purchaser has agreed to purchase the Property from the Vendor on the terms and conditions set forth in this Agreement.

C. The Purchaser has agreed that the Vendor shall retain the right to grant to Mineworx Technologies Inc. ("**Mineworx**"), a subsidiary of the Vendor, a license to use the leaching solution associated with the Property (the "**Solution**") subject to certain conditions set forth in this Agreement.

D. The Vendor and the Purchaser intend that section 85(1) of the *Income Tax Act* (Canada) (the "**Act**") apply to the sale of the Property and have agreed to make a joint election pursuant to section 85(1) of the Act in the manner set forth herein.

E. The Vendor and the Purchaser intend to effect the purchase and sale of the Property as a step in a Plan of Arrangement (the "**Arrangement**") to be effected pursuant to section 193 of the *Business Corporations Act (Alberta)* and an Arrangement Agreement (the "**Arrangement Agreement**") dated the same date of this Agreement and made between the Vendor and Purchaser.

AGREEMENTS:

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

1. Effective as of the effective date of the Arrangement (the "**Effective Date**"), the Vendor agrees to sell and the Purchaser agrees to purchase the Property for and at a price (the "**Purchase Price**") equal to the fair market value of the Property at the date of this Agreement, the best estimate of which is $3,000,000 (the "**Agreed Value**").

2. The consideration for the transfer of the Property is the following:

   (a) a promissory note in the amount of $1,600,000 (the "**Note Consideration**"), substantially in the form set forth as Appendix "B"; and

   (b) the issuance by the Purchaser to the Vendor of 28,000,000 common shares in the capital of the Purchaser having a fair market value of $1,400,000 (the "**Consideration Shares**").

3. The Vendor shall retain the right to grant to Mineworx a royalty-free license (the "**Sub-license**") to use the Solution, only for Mineworx's own commercial and operating purposes. The Sub-license shall contain the following provisions:

(a) the term of the Sub-license shall be for as long as (i) Mineworx is a subsidiary of the Vendor and (ii) the business of Mineworx does not compete with the business of the Purchaser, and the Sub-license shall terminate upon the cessation of either of such conditions;

(b) Mineworx shall not assign, transfer, sublicense or knowingly permit any third party to use the Solution or any of the Property for any purpose except with the prior written consent of the Purchaser; and

(c) all right, title and interest in, to or under any improvements to the Solution or any of the Property will be the Purchaser's exclusive property automatically upon generation or creation thereof, and Mineworx will at all times make timely, complete and full disclosure to Purchaser of all improvements.

4. The Vendor represents and warrants that the Vendor is the beneficial owner of the Property and the Property is free and clear of all encumbrances of every nature and kind whatsoever and is freely saleable and transferable to the Purchaser.

5. The Vendor and the Purchaser covenant and agree that:

(a) The Purchase Price of the Property will be the fair market value of the Property at the date of this Agreement; and

(b) The estimate of the fair market value of the Property in paragraph 1 is the best estimate presently available.

6. The Vendor and the Purchaser will elect in the prescribed manner within the prescribed time, pursuant to the provisions of section 85(6) of the Act that the Property be transferred to the Purchaser for an elected amount equal to the lesser of the Cost Amount (as determined by the Act) and the fair market value of the Property (the lesser of such amounts being the "**Elected Amount**").

7. In the event that any taxing authority having jurisdiction makes a final determination, or if the parties otherwise agree, that the fair market value, or the Cost Amount for the Property is different than the Agreed Value or the Cost Amount of the Property, then, in such event, the Agreed Value and the Elected Amount shall be retroactively increased or decreased where applicable so that:

(a) the Agreed Value of the Property shall equal the amount finally determined or agreed to be the fair market value of the Property;

(b) the consideration for which the Consideration Shares were issued shall be equal to the amount obtained in accordance with the following formula:
(the amount finally determined or agreed to be the fair market value of the Property) -
(the Note Consideration)
and

(c) the Elected Amount shall equal the lesser of the Cost Amount of the Property and the fair market value of the Property as finally determined or agreed.

Any such determination shall be deemed to be final if it is pursuant to an assessment or reassessment by any taxing authority having jurisdiction and no appeal is taken therefrom; if agreement is reached between the Vendor and such taxing authority regarding such actual or proposed assessment or

reassessment; if determined by a judgment of a court of competent jurisdiction which judgment is not appealed; or if agreement is reached between the Vendor and the Purchaser.

8. The Purchaser represents and warrants to the Vendor as follows:

(a) it is a corporation duly incorporated, validly existing, and in good standing under the laws of Alberta;

(b) it has the power and capacity to enter into this Agreement and to carry out its terms to their full extent;

(c) the execution and delivery of this Agreement and the completion of the transaction contemplated in it have been duly and validly authorized by all necessary corporate action on the part of the Purchaser; and

(d) this Agreement constitutes a legal, valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms.

9. The Vendor represents and warrants to the Purchaser as follows:

(a) it is a corporation duly incorporated, validly existing, and in good standing under the laws of Alberta;

(b) it has the power and capacity to enter into this Agreement and to carry out its terms to their full extent;

(c) the execution and delivery of this Agreement and the completion of the transaction contemplated in it have been duly and validly authorized by all necessary corporate action on the part of the Vendor;

(d) this Agreement constitutes a legal, valid and binding obligation of the Vendor enforceable against the Vendor in accordance with its terms;

(e) the Vendor has good and marketable title to the Property, free and clear of any encumbrance, charge or adverse claim whatsoever;

(f) no person other than the Purchaser has any agreement, option, claim or right of any kind capable of becoming an agreement for the transfer to the person of any of the Property; and

(g) to the knowledge of the Vendor, the Vendor's use of the Property does not infringe, and the Vendor has not received any notice, complaint, threat or claim alleging infringement of, any intellectual property or propriety right of any other person.

10. This Agreement shall be deemed to have terminated in the event that the Arrangement Agreement is terminated in accordance with its terms prior to completion of the Arrangement.

11. The Vendor and the Purchaser will do all such further acts and things as may be necessary to give effect to the terms and conditions of this Agreement.

12. This Agreement may be signed by original, by facsimile or other electronic means in one or more counterparts and upon execution in counterparts by each party hereto, such counterpart will constitute an original of this Agreement and execution and delivery by facsimile or other electronic means will be legally binding upon the parties.

13. This Agreement will enure to the benefit of and be binding upon the Vendor and the Purchaser and their respective successors and permitted assigns.

[The remainder of this page is left intentionally blank. Signature page to follow.]

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

IBERIAN MINERALS LTD.

Per: _____
Name:
Title:

ENVIROLEACH TECHNOLOGIES INC.

Per: _____
Name:
Title:

APPENDIX “A”

The Property

1. All of the Vendor’s rights, title and interest in and to the Agreement to Conduct Testing and Transfer Intellectual Property dated on or about January 1, 2016, originally among Mohave County Mining, LLC (“Mohave”), Steve Scott (“Scott”), and Mineworx Technologies Inc. (“Mineworx”), and assigned by Mineworx to the Vendor pursuant to an Assignment Agreement dated as of December 13, 2016 among the Vendor, Mineworx, Mohave and Scott.

2. Any and all Intellectual Property Rights owned by Vendor which are in or specifically relate to or are connected with the methods, materials and techniques for precious metal recovery described in a provisional patent application filed with the U.S. Patent and Trademark Office on June 24, 2016 which received Application Serial Number 62/354,393.

“**Intellectual Property Rights**” shall mean any and all rights in and to intellectual property, including (i) all patents and utility models and applications therefor and all reissues, divisions, re-examinations, revisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and equivalent or similar rights anywhere in the world in inventions and discoveries, including invention disclosures, (ii) all trade secrets other rights in know-how and confidential or proprietary information, processing, manufacturing or marketing information, including new developments, inventions, methods, processes or other proprietary information and documentation thereof (including related papers, invention disclosures, blueprints, drawings, research data and results, flowcharts, diagrams, chemical compositions, formulae, diaries, notebooks, specifications, designs, methods of manufacture, processing techniques, data processing software, compilations of information, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals) and all claims and rights related thereto, (iii) all copyrightable works and copyrights and applications, including in and to works of authorship and all other rights corresponding thereto throughout the world, whether published or unpublished, including rights to prepare, reproduce, perform, display and distribute copyrighted works and copies, compilations and derivative works thereof (including all unregistered copyrights), (iv) any and all trademarks, service marks, trade dress, logos, slogans, trade names, corporate names, d/b/a names, domain names, social and mobile media identifiers and other source indicators, whether registered or unregistered trademarks, together with all adaptations, derivations and combinations thereof, and all goodwill associated with any of the foregoing throughout the world, (v) any rights similar, corresponding or equivalent to any of the foregoing anywhere in the world, (vi) all copies and tangible embodiments of the foregoing, if applicable (in whatever form or medium), and (vii) all other proprietary rights in the foregoing.

Appendix "B"

Form of Promissory Note

$1,600,000 _____, 2017

For value received the undersigned, Enviroleach Technologies Inc. (the "**Debtor**"), promises to pay to the order of Iberian Minerals Ltd. (the "**Holder**"), the sum of $1,600,000 (the "**Principal Sum**").

The Debtor promises to pay the Principal Sum as follows:

a) $600,000 within six months after the date of this Promissory Note; and

b) $1,000,000 within two years after the date of this Promissory Note.

Interest shall not accrue on the Principal Sum except in the case of default by the Debtor of its payment obligations hereunder, in which case interest shall accrue on the amount of the Principal Sum as remains outstanding hereunder at the time of such default, at the rate of 5.0% per annum, compounded monthly, until the Principal Sum is paid in full.

If all of the Principal Sum has not been paid in full within three years after the date of this Promissory Note, then the Holder shall have the option to accept common shares of the Debtor as payment of the then-outstanding Principal Sum. The then-outstanding Principal Sum shall be converted to common shares of the Debtor at the then-current market price of the common shares of the Debtor. If the Debtor is listed on a stock exchange at the time of such conversion, then the Principal Sum outstanding shall be converted based on the 20-day volume-weighted average price for the common shares of the Debtor.

The Debtor hereby waives grace, presentment for payment, notice of non-payment, notice of protest, notice of intent to accelerate, notice of acceleration, demand, diligence, presentment and time of commencement of suit.

This promissory note shall be construed, interpreted and governed in accordance with the laws of the Province of Alberta and Canada applicable therein.

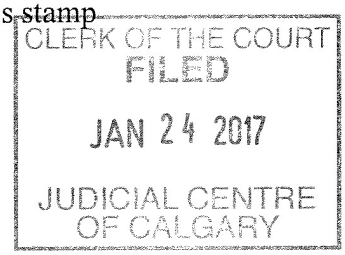
Enviroleach Technologies Inc.

Per: _____
Name:
Title:

APPENDIX “C”

INTERIM ORDER

Clerk's stamp



Court File Number	1701-01219
Court	COURT OF QUEEN'S BENCH OF ALBERTA
Judicial Centre	CALGARY
Matter	IN THE MATTER OF SECTION 193 OF THE *BUSINESS CORPORATIONS ACT*, RSA 2000, c B-9, AS AMENDED (THE "***ABCA***") AND IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING IBERIAN MINERALS LTD., ENVIROLEACH TECHNOLOGIES INC., and THE SHAREHOLDERS OF IBERIAN MINERALS LTD.
Applicant	IBERIAN MINERALS LTD.
Respondent	Not Applicable
Document	**ORIGINATING APPLICATION**
Address for Service and Contact Information of Party Filing this Document	**DLA PIPER (CANADA) LLP** Suite 1000, 250 - 2nd Street S.W. Calgary, Alberta T2P 0C1 Solicitor: Kenneth P. Reh Telephone: 403-698-8720 Facsimile: 403-213-4467 Email: ken.reh@dlapiper.com File Number: 77749-00012

NOTICE TO THE RESPONDENT(S)

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the Court.

To do so, you must be in Court when the application is heard as shown below:

Date	Interim Order: Tuesday, January 24, 2017 Final Order: Monday, March 15, 2017
Time	January 24, 2017, 3:00 pm March 15, 2017, 2:00 pm

Where	Calgary Courts Centre 601 - 5th Street SW Calgary AB, T2P 5P7
Before	The Honourable Mr. Justice D.B. Nixon (Interim Order) The Honourable Mr. Justice P.R. Jeffrey (Final Order)

Basis for this Claim

1. The Applicant, Iberian Minerals Ltd. ("**Iberian**") states that:

   (a) Iberian is a body corporate existing under the *Business Corporations Act*, R.S.A., 2000, c. B 9 (the "***ABCA***").

   (b) The head and registered offices of Iberian are in Edmonton, Alberta.

   (c) Iberian seeks approval of this Honourable Court pursuant to Section 193 of the *ABCA* of a plan of arrangement (the "**Arrangement**") which is proposed pursuant to the terms of an arrangement agreement (the "**Arrangement Agreement**") dated January 23, 2017 between Iberian and Enviroleach Technologies Inc. ("**ETI**").

   (d) It is impracticable to effect the result contemplated by the Arrangement under any provision of the *ABCA* other than Section 193 thereof.

   (e) The Order of this Honourable Court approving the Arrangement, if granted, will constitute a basis for an exemption from the registration requirement of the United States *Securities Act of 1933*, as amended, pursuant to Section 3(a)(10) thereof, with respect to the distribution of the common shares of ETI pursuant to the Arrangement.

Remedy Sought:

2. Iberian seeks the following relief:

   (a) an order approving the Arrangement pursuant to Section 193 of the *ABCA* and pursuant to the terms and conditions of the Arrangement Agreement as described in the Affidavit of Don Weatherbee, Chief Financial Officer of Iberian, sworn January 23, 2017, filed herein;

(b) an interim order and directions for the calling and holding of a meeting of the holders of common shares of Iberian (the "**Shareholders**") of to, among other things, consider and vote upon the proposed Arrangement, for the giving of notice of such meeting and for the return of this Application, for the manner of conducting the vote in respect of such meeting, and for such other matters as may be required for the proper consideration of the Arrangement;

(c) a declaration that the registered Shareholders shall have the right to dissent in respect of the Arrangement pursuant to the provisions of Section 191 of the *ABCA*, as modified by the Arrangement and the interim order;

(d) a declaration that the Arrangement will, upon the filing of Articles of Arrangement under the *ABCA* and the issuance of the Proof of Filing of Articles of Arrangement under the *ABCA*, be effective under the *ABCA* in accordance with its terms and will be binding on and after the effective time of the Arrangement;

(e) a declaration that the terms and conditions of the Arrangement, and the procedures relating thereto, are fair to the Shareholders and other affected parties, both from a substantive and procedural point of view; and

(f) such further and other orders, declarations and directions as this Honourable Court may deem just.

Affidavit or other evidence to be used in support of this application:

3. The Affidavit of Don Weatherbee, Chief Financial Officer of Iberian, sworn January 23, 2017.

4. Such further information as counsel may advise and as this Honourable Court may permit.

Applicable Acts and Regulations:

5. ***Business Corporations Act***, R.S.A. 2000, c. B-9, as amended.

APPENDIX "D"

ORIGINATING APPLICATION

Court File Number	1701-01219
Court	COURT OF QUEEN'S BENCH OF ALBERTA
Judicial Centre	CALGARY
Matter	IN THE MATTER OF SECTION 193 OF THE *BUSINESS CORPORATIONS ACT*, RSA 2000, c B-9, AS AMENDED (THE "***ABCA***") AND IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING IBERIAN MINERALS LTD., ENVIROLEACH TECHNOLOGIES INC., and THE SHAREHOLDERS OF IBERIAN MINERALS LTD.
Applicant	IBERIAN MINERALS LTD.
Respondent	Not Applicable
Document	**ORIGINATING APPLICATION**
Address for Service and Contact Information of Party Filing this Document	**DLA PIPER (CANADA) LLP** Suite 1000, 250 - 2nd Street S.W. Calgary, Alberta T2P 0C1 Solicitor: Kenneth P. Reh Telephone: 403-698-8720 Facsimile: 403-213-4467 Email: ken.reh@dlapiper.com File Number: 77749-00012

Clerk's stamp

CLERK OF THE COURT
FILED
JAN 24 2017
JUDICIAL CENTRE OF CALGARY

NOTICE TO THE RESPONDENT(S)

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the Court.

To do so, you must be in Court when the application is heard as shown below:

Date	Interim Order: Tuesday, January 24, 2017 Final Order: Monday, March 15, 2017
Time	January 24, 2017, 3:00 pm March 15, 2017, 2:00 pm

Where	Calgary Courts Centre 601 - 5th Street SW Calgary AB, T2P 5P7
Before	The Honourable Mr. Justice D.B. Nixon (Interim Order) The Honourable Mr. Justice P.R. Jeffrey (Final Order)

Basis for this Claim

1. The Applicant, Iberian Minerals Ltd. ("**Iberian**") states that:

   (a) Iberian is a body corporate existing under the *Business Corporations Act*, R.S.A., 2000, c. B 9 (the "***ABCA***").

   (b) The head and registered offices of Iberian are in Edmonton, Alberta.

   (c) Iberian seeks approval of this Honourable Court pursuant to Section 193 of the *ABCA* of a plan of arrangement (the "**Arrangement**") which is proposed pursuant to the terms of an arrangement agreement (the "**Arrangement Agreement**") dated January 23, 2017 between Iberian and Enviroleach Technologies Inc. ("**ETI**").

   (d) It is impracticable to effect the result contemplated by the Arrangement under any provision of the *ABCA* other than Section 193 thereof.

   (e) The Order of this Honourable Court approving the Arrangement, if granted, will constitute a basis for an exemption from the registration requirement of the United States *Securities Act of 1933*, as amended, pursuant to Section 3(a)(10) thereof, with respect to the distribution of the common shares of ETI pursuant to the Arrangement.

Remedy Sought:

2. Iberian seeks the following relief:

   (a) an order approving the Arrangement pursuant to Section 193 of the *ABCA* and pursuant to the terms and conditions of the Arrangement Agreement as described in the Affidavit of Don Weatherbee, Chief Financial Officer of Iberian, sworn January 23, 2017, filed herein;

(b) an interim order and directions for the calling and holding of a meeting of the holders of common shares of Iberian (the "**Shareholders**") of to, among other things, consider and vote upon the proposed Arrangement, for the giving of notice of such meeting and for the return of this Application, for the manner of conducting the vote in respect of such meeting, and for such other matters as may be required for the proper consideration of the Arrangement;

(c) a declaration that the registered Shareholders shall have the right to dissent in respect of the Arrangement pursuant to the provisions of Section 191 of the *ABCA*, as modified by the Arrangement and the interim order;

(d) a declaration that the Arrangement will, upon the filing of Articles of Arrangement under the *ABCA* and the issuance of the Proof of Filing of Articles of Arrangement under the *ABCA*, be effective under the *ABCA* in accordance with its terms and will be binding on and after the effective time of the Arrangement;

(e) a declaration that the terms and conditions of the Arrangement, and the procedures relating thereto, are fair to the Shareholders and other affected parties, both from a substantive and procedural point of view; and

(f) such further and other orders, declarations and directions as this Honourable Court may deem just.

Affidavit or other evidence to be used in support of this application:

3. The Affidavit of Don Weatherbee, Chief Financial Officer of Iberian, sworn January 23, 2017.

4. Such further information as counsel may advise and as this Honourable Court may permit.

Applicable Acts and Regulations:

5. ***Business Corporations Act***, R.S.A. 2000, c. B-9, as amended.

APPENDIX "E"

SECTION 191 OF THE *BUSINESS CORPORATIONS ACT* (ALBERTA)

Pursuant to the Interim Order, registered Shareholders have the right to dissent in respect of the Arrangement. Such right of dissent is described in the Circular. The full text of Section 191 of the ABCA is set forth below. Note that certain provisions of such section have been modified by the Interim Order, which is attached to the Circular as Appendix "C", and pursuant to the Plan of Arrangement, which is attached to the Circular as Schedule "A" to Appendix "B".

191(1) Subject to Sections 192 and 242, a holder of shares of any class of a corporation may dissent if the corporation resolves to:

> (a) amend its articles under Section 173 or 174 to add, change or remove any provisions restricting or constraining the issue or transfer of shares of that class,
>
> (b) amend its articles under Section 173 to add, change or remove any restrictions on the business or businesses that the corporation may carry on,
>
> (b.1) amend its articles under Section 173 to add or remove an express statement establishing the unlimited liability of shareholders as set out in Section 15.2(1),
>
> (c) amalgamate with another corporation, otherwise than under Section 184 or 187,
>
> (d) be continued under the laws of another jurisdiction under Section 189, or
>
> (e) sell, lease or exchange all or substantially all its property under Section 190.

(2) A holder of shares of any class or series of shares entitled to vote under Section 176, other than Section 176(l)(a), may dissent if the corporation resolves to amend its articles in a manner described in that section.

(3) In addition to any other right the shareholder may have, but subject to subsection (20), a shareholder entitled to dissent under this section and who complies with this section is entitled to be paid by the corporation the fair value of the shares held by the shareholder in respect of which the shareholder dissents, determined as of the close of business on the last business day before the day on which the resolution from which the shareholder dissents was adopted.

(4) A dissenting shareholder may only claim under this section with respect to all the shares of a class held by the shareholder or on behalf of any one beneficial owner and registered in the name of the dissenting shareholder.

(5) A dissenting shareholder shall send to the corporation a written objection to a resolution referred to in subsection (1) or (2):

> (a) at or before any meeting of shareholders at which the resolution is to be voted on, or
>
> (b) if the corporation did not send notice to the shareholder of the purpose of the meeting or of the shareholder's right to dissent, within a reasonable time after the shareholder learns that the resolution was adopted and of the shareholder's right to dissent.

(6) An application may be made to the Court by originating notice after the adoption of a resolution referred to in subsection (1) or (2):

(a) by the corporation, or

(b) by a shareholder if the shareholder has sent an objection to the corporation under subsection (5),

to fix the fair value in accordance with subsection (3) of the shares of a shareholder who dissents under this section, or to fix the time at which a shareholder of an unlimited liability corporation who dissents under this section ceases to become liable for any new liability, act or default of the unlimited liability corporation.

(7) If an application is made under subsection (6), the corporation shall, unless the Court otherwise orders, send to each dissenting shareholder a written offer to pay the shareholder an amount considered by the directors to be the fair value of the shares.

(8) Unless the Court otherwise orders, an offer referred to in subsection (7) shall be sent to each dissenting shareholder:

(a) at least 10 days before the date on which the application is returnable, if the corporation is the applicant, or

(b) within 10 days after the corporation is served with a copy of the originating notice, if a shareholder is the applicant.

(9) Every offer made under subsection (7) shall:

(a) be made on the same terms, and

(b) contain or be accompanied with a statement showing how the fair value was determined.

(10) A dissenting shareholder may make an agreement with the corporation for the purchase of the shareholder's shares by the corporation, in the amount of the corporation's offer under subsection (7) or otherwise, at any time before the Court pronounces an order fixing the fair value of the shares.

(11) A dissenting shareholder:

(a) is not required to give security for costs in respect of an application under subsection (6), and

(b) except in special circumstances must not be required to pay the costs of the application or appraisal.

(12) In connection with an application under subsection (6), the Court may give directions for:

(a) joining as parties all dissenting shareholders whose shares have not been purchased by the corporation and for the representation of dissenting shareholders who, in the opinion of the Court, are in need of representation,

(b) the trial of issues and interlocutory matters, including pleadings and questioning under Part 5 of the Alberta Rules of Court,

(c) the payment to the shareholder of all or part of the sum offered by the corporation for the shares,

(d) the deposit of the share certificates with the Court or with the corporation or its transfer agent,

(e) the appointment and payment of independent appraisers, and the procedures to be followed by them,

(f) the service of documents, and

(g) the burden of proof on the parties.

(13) On an application under subsection (6), the Court shall make an order:

(a) fixing the fair value of the shares in accordance with subsection (3) of all dissenting shareholders who are parties to the application,

(b) giving judgment in that amount against the corporation and in favour of each of those dissenting shareholders,

(c) fixing the time within which the corporation must pay that amount to a shareholder, and

(d) fixing the time at which a dissenting shareholder of an unlimited liability corporation ceases to become liable for any new liability, act or default of the unlimited liability corporation.

(14) On:

(a) the action approved by the resolution from which the shareholder dissents becoming effective,

(b) the making of an agreement under subsection (10) between the corporation and the dissenting shareholder as to the payment to be made by the corporation for the shareholder's shares, whether by the acceptance of the corporation's offer under subsection (7) or otherwise, or

(c) the pronouncement of an order under subsection (13),

whichever first occurs, the shareholder ceases to have any rights as a shareholder other than the right to be paid the fair value of the shareholder's shares in the amount agreed to between the corporation and the shareholder or in the amount of the judgment, as the case may be.

(15) Subsection (14)(a) does not apply to a shareholder referred to in subsection (5)(b).

(16) Until one of the events mentioned in subsection (14) occurs:

(a) the shareholder may withdraw the shareholder's dissent, or

(b) the corporation may rescind the resolution,

and in either event proceedings under this section shall be discontinued.

(17) The Court may in its discretion allow a reasonable rate of interest on the amount payable to each dissenting shareholder, from the date on which the shareholder ceases to have any rights as a shareholder by reason of subsection (14) until the date of payment.

(18) If subsection (20) applies, the corporation shall, within 10 days after:

(a) the pronouncement of an order under subsection (13), or

(b) the making of an agreement between the shareholder and the corporation as to the payment to be made for the shareholder's shares,

notify each dissenting shareholder that it is unable lawfully to pay dissenting shareholders for their shares.

(19) Notwithstanding that a judgment has been given in favour of a dissenting shareholder under subsection (13)(b), if subsection (20) applies, the dissenting shareholder, by written notice delivered to the corporation within 30 days after receiving the notice under subsection (18), may withdraw the shareholder's notice of objection, in which case the corporation is deemed to consent to the withdrawal and the shareholder is reinstated to the shareholder's full rights as a shareholder, failing which the shareholder retains a status as a claimant against the corporation, to be paid as soon as the corporation is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the corporation but in priority to its shareholders.

(20) A corporation shall not make a payment to a dissenting shareholder under this section if there are reasonable grounds for believing that:

(a) the corporation is or would after the payment be unable to pay its liabilities as they become due, or

(b) the realizable value of the corporation's assets would by reason of the payment be less than the aggregate of its liabilities.

APPENDIX "F"

ETI STOCK OPTION PLAN

ENVIROLEACH TECHNOLOGIES INC.

STOCK OPTION PLAN

1. Purpose

The purpose of the Plan is to provide an incentive to the directors, officers, employees and consultants of Enviroleach Technologies Inc. or any of its subsidiaries to achieve the longer-term objectives of the Corporation; to give suitable recognition to the ability and industry of such persons who contribute materially to the success of the Corporation; and to attract and retain in the employ of the Corporation or any of its subsidiaries, persons of experience and ability, by providing them with the opportunity to acquire an increased proprietary interest in the Corporation.

2. Definitions And Interpretation

When used in this Plan, unless there is something in the subject matter or context inconsistent therewith, the following words and terms shall have the respective meanings ascribed to them as follows:

(a) "**Board of Directors**" means the Board of Directors of the Corporation;

(b) "**Common Shares**" means common shares in the capital of the Corporation and any shares or securities of the Corporation into which such common shares are changed, converted, subdivided, consolidated or reclassified;

(c) "**Corporation**" means Enviroleach Technologies Inc. and any successor corporation and any reference herein to action by the Corporation means action by or under the authority of its Board of Directors or a duly empowered committee appointed by the Board of Directors;

(d) "**Exchange**" means the TSX Venture Exchange Inc. or any other stock exchange on which the Common Shares are listed;

(e) "**Exchange Policies**" means, collectively, Policy 4.4 of the Exchange entitled "Incentive Stock Options", Policy 1.1 of the Exchange entitled "Interpretation" and any other policies set forth in the Corporate Finance Manual of the Exchange applicable to incentive stock options;

(f) "**Option**" means an option granted by the Corporation to an Optionee entitling such Optionee to acquire a designated number of Common Shares from treasury at a price determined by the Board of Directors;

(g) "**Option Period**" means the period determined by the Board of Directors during which an Optionee may exercise an Option not to exceed the maximum period permitted by the Exchange, which maximum period is ten (10) years from the date the Option is granted;

(h) "**Optionee**" means a person who is a director, officer, employee or consultant of the Corporation or a subsidiary of the Corporation; a corporation wholly-owned by such persons; or any other individual or body corporate who may be granted an option pursuant to the requirements of the Exchange, who is granted an Option pursuant to this Plan; and

(i) "**Plan**" shall mean the Corporation's incentive stock option plan as embodied herein and as from time to time amended.

Capitalized terms in the Plan that are not otherwise defined herein shall have the meaning set out in the Exchange Policies, including without limitation "Consultant", "Discounted Market Price", "Employee", "Insider", "Investor Relations Activities", "Management Company Employee", "Tier I Issuer" and "Tier 2 Issuer".

Wherever the singular or masculine is used in this Plan, the same shall be construed as meaning the plural or feminine or body corporate and vice versa, where the context or the parties so require.

3. Administration

The Plan shall be administered by the Board of Directors. The Board of Directors shall have full and final discretion to interpret the provisions of the Plan and to prescribe, amend, rescind and waive rules and regulations to govern the administration and operation of the Plan. All decisions and interpretations made by the Board of Directors shall be binding and conclusive upon the Corporation and on all persons eligible to participate in the Plan, subject to the approval of the Exchange (including shareholder approval if required by the Exchange). Notwithstanding the foregoing or any other provision contained herein, the Board of Directors shall have the right to delegate the administration and operation of the Plan to a special committee of directors appointed from time to time by the Board of' Directors, in which case all references herein to the Board of Directors shall be deemed to refer to such committee.

4. Eligibility

The Board of Directors may at any time and from time to time designate those Optionees who are to be granted an Option pursuant to the Plan and grant an Option to such Optionee. Subject to Exchange Policies and the limitations contained herein, the Board of Directors is authorized to provide for the grant and exercise of Options on such terms (which may vary as between Options) as it shall determine. No Option shall be granted to any person except upon the approval of the Board of Directors. A person who has been granted an Option may, if he is otherwise eligible and if permitted by Exchange Policies, be granted an additional Option or Options if the Board of Directors shall so determine. Pursuant to Exchange Policies, the Corporation shall represent that the Optionee is a bona fide Employee, Consultant or Management Company Employee in respect of Options granted to such Optionee.

5. Participation

Participation in the Plan shall be entirely voluntary and any decision not to participate shall not affect an Optionee's relationship or employment with the Corporation.

Notwithstanding any express or implied term of this Plan or any Option to the contrary, the granting of an Option pursuant to the Plan shall in no way be construed as conferring on any Optionee any right with respect to continuance as a director, officer, employee or consultant of the Corporation or any subsidiary of the Corporation.

Options shall not be affected by any change of employment of the Optionee or by the Optionee ceasing to be a director or officer of or a consultant to the Corporation or any of its subsidiaries, where the Optionee at the same time becomes or continues to be a director, officer or employee of or a consultant to the Corporation or any of its subsidiaries.

No Optionee shall have any of the rights of a shareholder of the Corporation in respect of Common Shares issuable on exercise of an Option until such Common Shares shall have been paid for in full and issued by the Corporation on exercise of the Option, pursuant to this Plan.

6. Common Shares Subject to Options

The number of authorized but unissued Common Shares that may be issued upon the exercise of Options granted under the Plan at any time plus the number of Common Shares reserved for issuance

under outstanding incentive stock options otherwise granted by the Corporation shall not exceed ten percent (10%) of the issued and outstanding Common Shares on a non-diluted basis, and such number shall increase or decrease as the number of issued and outstanding Common Shares changes.

Subject to Exchange Policies, the aggregate number of Common Shares reserved for issuance to any one (1) Optionee under Options granted in any 12 month period shall not exceed five percent (5%) of the issued and outstanding Common Shares determined at the date of grant, or two percent (2%) of the issued and outstanding Common Shares determined at the date of grant in the case of an Optionee who is a Consultant. In addition, no more than an aggregate of two percent (2%) of the issued and outstanding Common Shares determined at the date of grant may be granted to Employees conducting Investor Relations Activities.

Appropriate adjustments shall be made as set forth in Section 14 hereof in both the number of Common Shares covered by individual grants and the total number of Common Shares authorized to be issued hereunder, to give effect to any relevant changes in the capitalization of the Corporation.

If any Option granted hereunder shall expire or terminate for any reason without having been exercised in full, the unexercised Common Shares subject thereto shall again be available for the purpose of the Plan.

7. Option Agreement

A written agreement will be entered into between the Corporation and each Optionee to whom an Option is granted hereunder, which agreement will set out the number of Common Shares subject to option, the exercise price and any other terms and conditions approved by the Board of Directors, all in accordance with the provisions of this Plan (herein referred to as the "**Stock Option Agreement**"). The Stock Option Agreement will be in such form as the Board of Directors may from time to time approve, and may contain such terms as may be considered necessary in order that the Option will comply with any provisions respecting options in the income tax or other laws in force in any country or jurisdiction of which the Optionee may from time to time be a resident or citizen or the rules of the Exchange or any other regulatory body having jurisdiction over the Corporation.

8. Option Period and Exercise Price

Each Option and all rights thereunder shall be expressed to expire on the date set out in the respective Stock Option Agreement, which date shall be no later than the expiry of the Option Period (the "**Expiry Date**"), subject to earlier termination as provided in Sections 10, 11 and 16 hereof.

Subject to Exchange Policies and any limitations imposed by any other regulatory authority having jurisdiction over the Corporation, the exercise price of an Option granted under the Plan shall be as determined by the Board of Directors when such Option is granted and shall be an amount at least equal to the Discounted Market Price of the Common Shares. In the event that the Corporation proposes to reduce the exercise price of Options granted to an Optionee who is an Insider of the Corporation at the time of the proposed amendment, such amendment shall not be effective until disinterested shareholder approval has been obtained in respect of the reduction of the exercise price, if required by the rules and policies of the Exchange then in effect.

9. Exercise of Options

An Optionee shall be entitled to exercise an Option granted to him at any time prior to the Expiry Date, subject to Sections 10, 11 and 16 hereof and to vesting limitations which may be imposed by the Board of Directors at the time such Option is granted as set out in the Stock Option Agreement. Subject to Exchange Policies, the Board of Directors may, in its sole discretion, determine the time during which an Option shall vest and the method of vesting, or that no vesting restriction shall exist.

The exercise of any Option will be conditional upon receipt by the corporation at its head office of a written notice of exercise, specifying the number of Common Shares in respect of which the Option is being exercised, accompanied by cash payment, certified cheque or bank draft for the full purchase price of such Common Shares with respect to which the Option is being exercised.

10. Ceasing to be a Director, Officer, Employee or Consultant

If an Optionee ceases to be a director, officer, employee or consultant of the Corporation or its subsidiaries for any reason other than death, any Options granted to such Optionee must expire within a reasonable period following the Optionee's ceasing to be a director, officer, employee or consultant, as the case may be, and in all cases must expire no later than the Expiry Date; however, such Options may be exercised by an Optionee who has ceased to be a director, officer, employee or consultant only if the Optionee was entitled to exercise the Options at the date of such cessation pursuant to the terms of the Optionee's Stock Option Agreement.

11. Death of Optionee

In the event of the death of an Optionee, the Option previously granted to him shall be exercisable within one (1) year following the date of the death of the Optionee or prior to the Expiry Date, whichever is earlier, and then only:

(a) by the person or persons to whom the Optionee's rights under the Option shall pass by the Optionee's will or the laws of descent and distribution, or by the Optionee's legal personal representative; and

(b) to the extent that the Optionee was entitled to exercise the Option at the date of the Optionee's death pursuant to the terms of the Optionee's Stock Option Agreement.

12. Optionee's Rights Not Transferable

No right or interest of any Optionee in or under the Plan is assignable or transferable, in whole or in part, either directly or by operation of law or otherwise in any manner except pursuant to Section 11 hereof, subject to the requirements of the Exchange, or as otherwise allowed by the Exchange.

13. Takeover or Change of Control

The Corporation shall have the power, in the event of:

(a) any disposition of all or substantially all of the assets of the Corporation, or the dissolution, merger, amalgamation or consolidation of the Corporation with or into any other corporation or of such corporation into the Corporation, or

(b) any change in control of the Corporation,

to make such arrangements as it shall deem appropriate for the exercise of outstanding Options or continuance of outstanding Options, including without limitation, to amend any Stock Option Agreement to permit the exercise of any or all of the remaining Options prior to the completion of any such transaction. If the Corporation shall exercise such power, the Option shall be deemed to have been amended to permit the exercise thereof in whole or in part by the Optionee at any time or from time to time as determined by the Corporation prior to the completion of such transaction.

14. Anti-Dilution of the Option

In the event of:

(a) any subdivision, redivision or change of the Common Shares at any time during the term of the Option into a greater number of Common Shares, the Corporation shall deliver, at the time of any exercise thereafter of the Option, such number of Common Shares as would have resulted from such subdivision, redivision or change if the exercise of the Option had been made prior to the date of such subdivision, redivision or change:

(b) any consolidation or change of the Common Shares at any time during the term of the Option into a lesser number of Common Shares, the number of Common Shares deliverable by the Corporation on any exercise thereafter of the Option shall be reduced to such number of Common Shares as would have resulted from such consolidation or change if the exercise of the Option had been made prior to the date of such consolidation or change;

(c) any reclassification of the Common Shares at any time outstanding or change of the Common Shares into other shares, or in case of the consolidation, amalgamation or merger of the Corporation with or into any other corporation (other than a consolidation, amalgamation or merger which does not result in a reclassification of the outstanding Common Shares or a change of the Common Shares into other shares), or in case of any transfer of the undertaking or assets of the Corporation as an entirety or substantially as an entirety to another corporation, at any time during the term of the Option, the Optionee shall be entitled to receive, and shall accept, in lieu of the number of Common Shares to which he was theretofore entitled upon exercise of the Option, the kind and amount of shares and other securities or property which such holder would have been entitled to receive as a result of such reclassification, change, consolidation, amalgamation, merger or transfer if, on the effective date thereon he had been the holder of the number of Common Shares to which he was entitled upon exercise of the Option.

Adjustments shall be made successively whenever any event referred to in this section shall occur. For greater certainty, the Optionee shall pay for the number of shares, other securities or property as aforesaid, the amount the Optionee would have paid if the Optionee had exercised the Option prior to the effective date of such subdivision, redivision, consolidation or change of the Common Shares or such reclassification, consolidation, amalgamation, merger or transfer, as the case may be.

15. Costs

The Corporation shall pay all costs of administering the Plan.

16. Termination and Amendment

(a) The Board of Directors may amend or terminate this Plan or any outstanding Option granted hereunder at any time without the approval of the shareholders of the Corporation or any Optionee whose Option is amended or terminated, in order to conform this Plan or such Option, as the case may be, to applicable law or regulation or the requirements of the Exchange or any other regulatory authority having jurisdiction over the Corporation, whether or not such amendment or termination would affect any accrued rights, subject to the approval of the Exchange or such other regulatory authority.

(b) The Board of Directors may amend or terminate this Plan or any outstanding Option granted hereunder for any reason other than the reasons set forth in Section 16(a) hereof, subject to the approval of the Exchange or any other regulatory authority having jurisdiction over the Corporation, and the approval of the shareholders of the Corporation if required by the Exchange or such other regulatory authority. Subject to Exchange Policies, disinterested shareholder approval will be obtained for any reduction in the exercise price of an Option if the Optionee is an Insider of the Corporation at the time of

the proposed amendment. No such amendment or termination will, without the consent of an Optionee, alter or impair any rights which have accrued to him prior to the effective date thereof.

(c) The Plan, and any amendments thereto, shall be subject to acceptance and approval by the Exchange. Any Options granted prior to such approval and acceptance shall be conditional upon such approval and acceptance being given and no such Options may be exercised unless and until such approval and acceptance are given.

17. Applicable Law

This Plan shall be governed by, administered and construed in accordance with the laws of Canada applicable therein.

18. Effective Date

This Plan shall become effective as of and from, and the effective date of the Plan shall be, the date of shareholder approval for the Plan, if such approval is required by the Exchange, subject to final Exchange approval for the Plan, or the date of final Exchange approval for the Plan if the Exchange does not require shareholder approval for the Plan.

19. Withholding Taxes

The Corporation shall have the authority to take steps for the deduction and withholding, or for the advance payment or reimbursement by the Optionee to the Corporation, of any taxes or other required source deductions which the Corporation is required by law or regulation of any governmental authority whatsoever to remit in connection with this Plan, or any issuance of Optioned Shares. Without limiting the generality of the foregoing, the Corporation may, in its sole discretion:

(a) deduct and withhold additional amounts from other amounts payable to an Optionee;

(b) require, as a condition of the issuance of Optioned Shares to an Optionee that the Optionee make a cash payment to the Corporation equal to the amount, in the Corporation's opinion, required to be withheld and remitted by the Corporation for the account of the Optionee to the appropriate governmental authority and the Corporation, in its discretion, may withhold the issuance or delivery of Optioned Shares until the Optionee makes such payment; or

(c) sell, on behalf of the Optionee, all or any portion of Optioned Shares otherwise deliverable to the Optionee until the net proceeds of sale equal or exceed the amount which, in the Corporation's opinion, would satisfy any and all withholding taxes and other source deductions for the account of the Optionee."

APPENDIX “G”

INFORMATION CONCERNING ETI POST-ARRANGEMENT

NOTICE TO READER

As at the date hereof, ETI has not carried on any material business other than in relation to: (i) the Consent to Assignment and Technology Purchase Agreement, (ii) the ETI Seed Private Placement, (iii) the Private Placement, and (iv) the Arrangement, including the transactions contemplated by the Arrangement. The Arrangement provides Iberian Shareholders with the opportunity to participate as a shareholder of ETI. Assuming the Arrangement Resolution is approved, on the basis of 271,795,080 issued and outstanding Iberian Shares as at of the date hereof, it is expected that each Iberian shareholder will receive, for each Iberian Share held, 0.0956 of an ETI Share for each Iberian Share held. See "*Part II – The Arrangement*" and "*Part III – The Arrangement – Rights of Dissenting Shareholders*" in the Circular. Unless otherwise noted, the disclosure in this Appendix has been prepared assuming the issuance of such ETI Shares.

No securities regulatory authority has expressed an opinion about the Arrangement or the ETI Shares to be issued pursuant to the Arrangement and it is an offence to claim otherwise.

An investment in ETI should be considered highly speculative due to the nature of its activities and the present stage of its development. See "*Risk Factors*".

The following information is a summary of the business and affairs of ETI and should be read together with the more detailed information and financial data and statements regarding ETI and the Arrangement contained elsewhere in the Circular.

In this Appendix, dollar amounts are expressed in Canadian dollars unless otherwise stated.

CORPORATE STRUCTURE

Name, Address and Incorporation

ETI was incorporated under the ABCA on October 21, 2016 for the purpose of effecting a spin-out of the Technology Rights. ETI intends to file an amendment to its articles to remove its share transfer restrictions immediately prior to the Effective Time of the Arrangement. If the Arrangement is completed in accordance with its terms, ETI will be a reporting issuer in the Provinces of Alberta and British Columbia on the Effective Date.

ETI's registered office is located at 1000, 250 2nd Street, Calgary, Alberta T2P 0C1 and its corporate head office is located at 102, 1603 - 91st Street, Edmonton, Alberta T6X 0W8.

Intercorporate Relationships

ETI currently has no subsidiaries.

GENERAL DEVELOPMENT OF THE BUSINESS

General

ETI was incorporated for the purpose of effecting a spin-out of the Technology Rights. As at the date hereof, ETI has not carried on any material business other than in relation to (i) the Consent to Assignment and Technology Purchase Agreement, (ii) the ETI Seed Private Placement, (iii) the Private Placement, and (iv) the Arrangement, including the Purchase Agreement and all other transactions contemplated by the Arrangement. Following completion of the Arrangement, ETI will carry on the Technology Business.

The Testing and Transfer Agreement

Effective as of January 1, 2016, Mohave, Scott and Mineworx entered into the Testing and Transfer Agreement, pursuant to which Mohave and Scott transferred to Mineworx the Technology in consideration for cash payments and equity participation in accordance with the terms of the Testing and Transfer Agreement.

The Assignment Agreement

Effective as of December 13, 2016, Mineworx and Iberian entered into the Assignment Agreement, pursuant to which Mineworx assigned to Iberian all of Mineworx's rights, title and interest in and to and obligations under the Testing and Transfer Agreement.

The Consent to Assignment and Technology Transfer Agreement

Effective as of December 13, 2016, Mohave, Scott, Iberian and ETI entered into the Consent to Assignment and Technology Transfer Agreement, pursuant to which Mohave and Scott agreed that Iberian had satisfied all of its obligations under the Testing and Transfer Agreement, and accordingly Mohave and Scott transfer, and Iberian directs Mohave and Scott to transfer, to ETI the Technology, for consideration as set forth in the Consent to Assignment and Technology Transfer Agreement. Pursuant to the terms of the Consent to Assignment and Technology Transfer Agreement, the effective date of the transfer of the Technology from Mohave and Scott to ETI is to be determined by ETI.

The Purchase Agreement

As described elsewhere in this Circular, as part of the Arrangement, Iberian and ETI have entered into the Purchase Agreement, pursuant to which the Technology Rights will be transferred to ETI in exchange for the Share Consideration and the Promissory Note pursuant to the Arrangement. In accordance with the terms of the Purchase Agreement, the transfer of the Technology to ETI will be subject to a sublicense to Mineworx to use the Technology in its business for as long as Mineworx is a subsidiary of Iberian.

The ETI Seed Private Placement

ETI completed the ETI Seed Private Placement on December 14, 2016, via the issuance of 9,000,000 ETI Shares for aggregate gross proceeds of $450,000. Certain proposed directors and officers of ETI participated in the ETI Seed Private Placement and collectively purchased 2,950,000 ETI Shares.

Financial Information

The following financial information of ETI is attached as Schedule "A" to this Appendix:

1. ETI Statement of Financial Position, Statement of Income/Loss and Statement of Changes in Equity from the date of incorporation to December 31, 2016;

2. ETI Pro Forma Statement of Financial Position as at December 31, 2016 taking into effect the Arrangement (including the Private Placement); and

3. ETI Pro Forma Changes in Equity for the period ended December 31, 2016 taking into effect the Arrangement (including the Private Placement).

Arrangement, Private Placement and Other Matters to be Considered at the Meeting

The Arrangement

Pursuant to the Arrangement, on the basis of 271,795,080 issued and outstanding Iberian Shares as at the date hereof, it is expected that upon completion of the Arrangement, each Iberian Shareholder will receive 0.0956 of an ETI Share for each Iberian Share held. See "*Part II – The Arrangement*" and "*Part II – The Arrangement – Rights of Dissenting Shareholders*" in the Circular.

The Private Placement

It is a condition in the Arrangement that ETI completes the Private Placement, which shall consist of the issuance of 10,000,000 non-transferable Subscription Receipts at a price of $0.25 per Subscription Receipt for aggregate gross proceeds of $2,500,000. Each Subscription Receipt will entitle the holder to receive, upon satisfaction of the Release Conditions, one ETI Share and one ETI Warrant.

Stock Exchange Listing and Securities Law Matters

It is a condition of completion of The Arrangement that the ETI Shares will be listed on a Stock Exchange. Such listing will be subject to ETI fulfilling all the minimum listing requirements of the Stock Exchange. There can be no assurance that the Stock Exchange will list the ETI Shares.

Upon completion of the Arrangement, ETI will become a reporting issuer in the Provinces of Alberta and British Columbia on the Effective Date, and will become subject to all of the requirements under applicable securities laws for those provinces.

Bankruptcy and Similar Procedures

There have been no bankruptcy, receivership or similar proceedings against ETI, or any voluntary receivership, bankruptcy or similar proceedings by ETI since its incorporation.

Material Restructuring Transactions

Other than the Arrangement, there have been no material restructuring transactions of ETI since its incorporation. See "*Part II - The Arrangement*" in the Circular.

Social and Environmental Policies

As ETI was incorporated for the purpose of participating in the Arrangement and effecting a spin-out of the Technology Rights and has not carried on any active business to date, ETI has not yet implemented any social or environmental policies.

ETI will be committed to meeting industry standards in each jurisdiction in which it operates with respect to human rights, environment, health and safety policies. Management, employees and contractors will be governed by and required to comply with ETI's pending environment, health and safety policy as well as all applicable federal, provincial and municipal legislations and regulations.

It will be the primary responsibility of the country managers, supervisors and other senior field staff of ETI to oversee safe work practices and ensure that rules, regulations, policies and procedures are being followed. ETI will establish roles and responsibilities to facilitate effective management of this policy throughout the organization.

DESCRIPTION OF BUSINESS

ETI was recently incorporated and organized and has not carried on active business. It was formed for the purpose of participating in the Arrangement and acquiring the Technology Rights. Pursuant to the Arrangement, Iberian will transfer to ETI the Technology Rights necessary to carry on the Technology Business. In exchange for the Technology Rights, ETI will issue to Iberian the ETI Promissory Note in the amount of $1,600,000 and the ETI Share Consideration (being 28,000,000 ETI Shares) in accordance with the terms and conditions of the Purchase Agreement. See "*Part II - The Arrangement – Details of the Arrangement*".

Following completion of the Arrangement and the conversion of the Subscription Receipts, including the release of the proceeds of the Private Placement to ETI, ETI will carry on the Technology Business and it is currently estimated that ETI will have approximately $2,950,000 of available funds immediately after closing of the Arrangement. This estimate of working capital is inherently difficult and dependent upon assumptions such as future commitments, costs of the Arrangement and other factors. The actual working capital amount at the close of the Arrangement may be materially different than the current estimate.

It is anticipated that, after the completion of the Arrangement, ETI will have two business divisions, one focused on the mining sector and one focused on the E-Wast section. It is expected that each of the business divisions will commercialize the Technology in the E-Waste and mining sectors, respectively, through joint ventures with customers and other third parties operating in such industries.

THE TECHNOLOGY BUSINESS

Upon completion of the Arrangement, ETI will own the Technology Rights, consisting of information and inventions (whether patentable or not) that relate to chemical treatment systems for the hydrometallurgical extraction of gold from ores, ore concentrates and electronic waste components, as contemplated by the Consent to Assignment and Technology Transfer Agreement. Each of the ETI business divisions will conduct the Technology Business in its respective target industry.

The Technology comprises a proprietary formula and process by which precious metals can be extracted from the host material in a safe, environmentally friendly and sustainable fashion. ETI's primary target industry sectors are the mining sector for the treatment of ores, concentrates, and tailings and the E-Waste management sector for the treatment of electronic waste streams.

Overview of the Current Gold Extraction Process and the Use of Cynadie in the Leaching Process

Although new processes are being proposed on a regular basis, there have in fact been no dramatic changes in the metallurgical techniques for gold extraction since the introduction of the cyanide process (cyanide leaching or cyanidation) by McArthur and Forrester in 1887.

(a) Processes in Commercial Mining and Recovery of Gold

Set forth below is a summary of the processes currently employed for recovery of gold in the Mining and E-Waste sectors.

1. Mining - To define the ore from the waste rock, samples are taken at set intervals along surveyed lines within the pit. These samples are assayed. Assay results are used to mark out areas of ore and waste rock, which are mined separately. Some of the harder areas require blasting to loosen the rock prior to excavation by hydraulic diggers. Dump trucks haul the rock to the primary crushers.

2. Crushing - The primary crushers - located at the mine site, receive ore and waste at separate times. They break the larger rocks down to a size suitable for transport on the conveyor.

3. Transport - A rubber belted conveyor transports the ore and waste rock to the mill and waste disposal area. Large electromagnets remove any steel debris excavated from the old workings.

4. Grinding and Sizing - Ore is stockpiled at the mill before being fed into a semi autogenous grinding (SAG) mill with lime, water and steel balls. The larger particles from this mill are returned to the SAG mill for more grinding. The finer particles receive more grinding in a ball mill, and are size classified to give a final product of 80% > 70 microns.

5. Leaching and Adsorption - A slurry of ground ore, water and a weak cyanide solution is fed into large steel leach tanks where the gold and silver are dissolved. Following this leaching process the slurry passes through six adsorption tanks containing carbon granules which adsorb the gold and silver. This process removes 93% of the gold and 70% of the silver.

6. Elution and Electrowinning - The loaded carbon is fed into an elution column where the bullion is washed off. The barren carbon is recycled. The wash solution—pregnant electrolyte—is passed through electrowinning cells where gold and silver is won onto stainless steel cathodes.

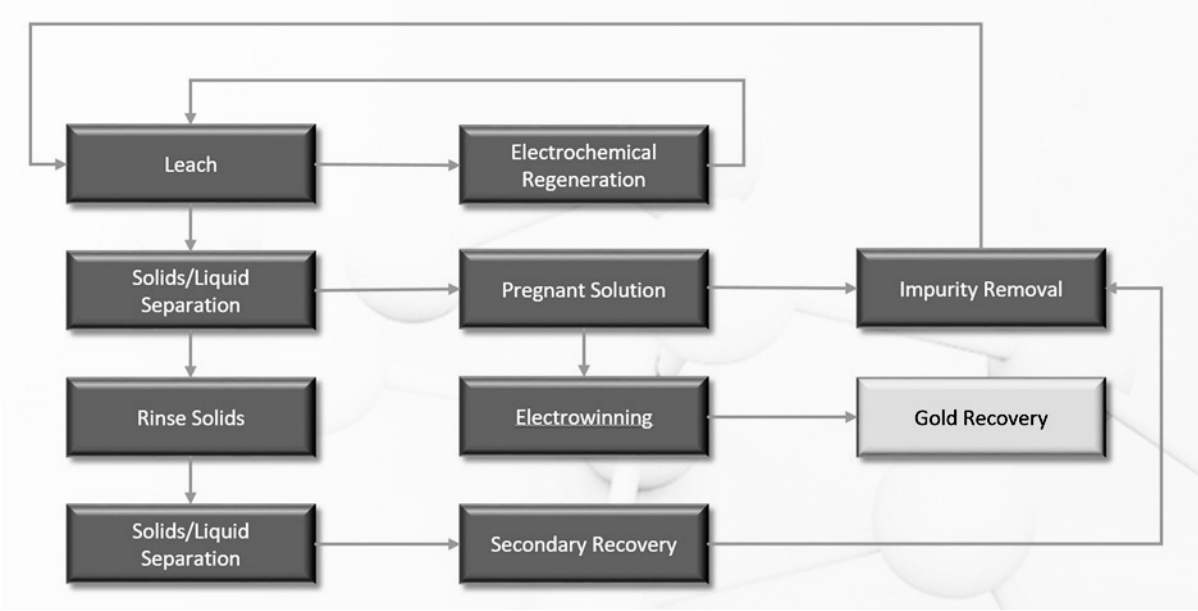
7. Bullion Production - The loaded cathodes are rinsed to yield a gold and silver bearing sludge which is dried, mixed with fluxes and put into the furnace. After several hours, the molten material is poured into a cascade of moulds producing bars of doré bullion.

8. Water Treatment - Some water from dewatering the mine, from the embankment underdrains and decantation from the tailings pond is recycled for use in the grinding circuit. Excess water is pumped to a water treatment plant and treated to the required standards before being discharged.

9. Tailings Disposal - Waste rock from the mine is used to build the embankment structures. The embankment retains the tailings slurry in a pond where solids settle and compact. Water is decanted off and used in the process plant or treated before it is discharged.

(b) Current Leaching Process

Precious metal in substrate such as mined ore can be recovered by contacting the substrate with a leaching solution. Generally, the leaching solution is contacted with substrate to solubilize the precious metal. Thereafter, valuable components of the solution, such as the solubilized precious metal, are recovered. The diagram below illustrates the leaching process.



Upon contact with substrate containing precious metal, the leaching solution solubilizes the precious metal. Contact time between the leaching solution and the substrate can be selected to achieve desired recovery targets and processing goals. Typically, techniques can achieve desirable precious metal solubility concentrations within two hours.

Typically, the leaching solution is an aqueous-based solution and preferably such solution is made without the use of strong acids, such as sulfuric acid, nitric acid, sulfonic acid and hydrogen chloride. Cyanide, a toxic agent, is still commonly used in the leaching solution, which is problematic in a number of ways, as discussed further below.

The Use of Cyanide in the Leaching Process

Gold cyanidation is a metallurgical technique for extracting gold from low-grade ore by converting the gold to a water-soluble coordination complex. It is the most commonly used process for gold extraction. Production of reagents for mineral processing to recover gold, copper, zinc and silver represents approximately 13% of cyanide consumption globally, with the remaining 87% of cyanide used in other industrial processes such as plastics, adhesives, and pesticides.

Cyanide, in the form of a very dilute sodium cyanide solution, is used to dissolve and separate gold from ore. The process used to extract gold using cyanide was developed in Scotland in 1887, and was first used in large scale commercial mining by the New Zealand Crown Mines Company at Karangahake in 1889. Cyanide leaching is considered to be a much safer alternative to extraction with liquid mercury, which was previously the main method of removing gold from ore. Cyanide leaching has been the dominant gold extraction technology since the 1970s, although small-scale and artisanal miners continue to use mercury in some areas of the world.

The concentration of cyanide used in this process is normally in the range of 0.01% and 0.05% sodium cyanide (100 to 500 parts per million). As part of their best practices, mines use as little cyanide as possible for environmental, safety, and economic reasons. Cyanide leaching is usually done along with a physical process like milling, crushing, or gravity separation. The pH of the resulting slurry is raised by adding lime or another alkali to ensure that cyanide ions do not change into toxic cyanide gas (HCN). The gold is then further concentrated and reduced, before being smelted into gold bullion.

Cyanide is toxic in large doses and is strictly regulated in most jurisdictions worldwide to protect people, animals, and the aquatic environment. Cyanide prevents the body from taking up oxygen, resulting in suffocation, which may be fatal to humans and animals without prompt first aid treatment. However, people and animals can rapidly detoxify non-lethal amounts of cyanide without negative effects, and repeated small doses can be tolerated by many species. Some long-term health effects have been observed in people who have a diet high in cyanide-containing plants such as cassava, and include goiter and depressed thyroid function.

In high concentrations, cyanide is toxic to aquatic life, especially fish which are one thousand times more sensitive to cyanide than humans. Because the greatest environmental threat from cyanide to aquatic life is from intentional or unintentional discharges into surface waters, water monitoring and water management on mine sites is very important. Regulations frequently limit the amount of cyanide which may be discharged into the environment, and there are a number of water treatment technologies available to remove cyanide from mine water.

Birds and other wildlife are also potentially at risk from cyanide poisoning if they are using tailings ponds for drinking or swimming. To prevent wildlife fatalities, cyanide levels in tailings ponds can be reduced to safe levels by minimizing the amount of cyanide used, removing cyanide in waste streams and recycling it, and by using chemical or biological reactions to convert the cyanide into less toxic chemicals. A standard of 50 mg/L weak acid dissociable cyanide is widely accepted to be a safe level for water accessible to wildlife, and has essentially eliminated the number of migratory bird deaths from this cause.

In addition, any accidental cyanide spills cause major impacts on surface waters and environmental damages. Due to the highly poisonous nature of cyanide, the process of using cyanide in the leaching process is controversial and its usage is banned in a number of countries and territories.

In Canada, cyanide is considered a hazardous substance, and provincial and federal legislation requires it to be transported, handled, and disposed of by fully trained personnel in certified storage containers. Its disposal and discharge into the environment at mine sites is regulated provincially using permits and licences. In addition, the cyanide concentration of effluent leaving a metal mining operation must be below the maximum allowable concentration of 1.0 mg/L prescribed by the Metal Mining Effluent Regulations under the federal *Fisheries Act*. Cyanide in effluent is measured through water sampling and in 2010 metal mines achieved 100% compliance for cyanide.

The U.S. federal government has laws that, at most, indirectly regulate cyanide when used in mining operations. There is no federal anti-cyanide statute for mining. Federal statutes that will affect the use of cyanide include the *Clean Water Act*, the *Endangered Species Act*, the *National Environmental Policy Act*, the *Federal Land Policy Management Act* and the *National Forest Management Act*. Of those five statutes, the one that is the most powerful—an almost certain veto of a mine considering the use of cyanide—is the *Endangered Species Act*. If a mine using cyanide might adversely affect an endangered species, that mine itself will become endangered if there is not a terrific mitigation plan in place for the species and its habitat. The *Clean Water Act* can also be a deterrent to the opening of a mine using cyanide.

In the U.S., state and local cyanide regulations are typically based on the U.S. Bureau of Land Management's ("**BLM**") national cyanide policy. The mine must have the ability to contain any process using cyanide so that it withstands the run-off from a 24-hour storm with a 100-year reoccurrence interval. The state BLM office prepares a cyanide management plan before permits are issued to mine applicants.

The state of Montana banned the use of cyanide gold mining in 1998, followed by Wisconsin in 2001.

Current Cyanide Alternatives

1. Thiourea - this is the only alternative lixiviant that has found some large-scale applications as reported in Australia, China and France (Miner Eng.). Perhaps the biggest drawback that thiourea has experienced is that it has been categorised as a suspected carcinogenic compound and a water contaminant. On an economical basis compared to cyanide, thiourea will remain a less attractive alternative lixiviant to cyanide, because of the higher reagent costs (especially if it has to be detoxified), capital costs and its limitations with regard to being only suitable for certain ore types. With regards to toxicity, there is also no advantage to be seen.

2. Thiosulphate - The use of thiosulphate as an alternative lixiviant has passed laboratory scale to a pilot scale heap in an application in Nevada, USA. One apparent advantage of the use of sodium thiosulphate would seem to be its relatively low lethal toxicity and ecotoxicity. The availability of thiosulphate is, however, high and reasonable in price, but the high reagent consumptions would indicate extraction economics much higher than that of cyanidation. Thiosulphate is either economically more viable (but still less so than cyanide) or environmentally acceptable, but not both, depending on whether ammonium or sodium is used as the cation for thiosulphate.

3. Thiocyanate - has been known to act as a lixiviant for gold for a long time. A high temperature around 85 °C is necessary to achieve satisfactory leach performance, the higher temperatures would indicate that high capital costs would be required for a leach plant. The higher temperatures would also mean that higher operating costs would be required compared to cyanidation. No large-scale applications of this process are known.

4. Bisulphite - Compared to cyanide, bisulphite does not offer any major technical advantages nor does it have such favourable lethal toxicity and ecotoxicity data to warrant a more favourable classification regarding safe handling or environmental damage in the case of a spillage. The long retention times as well as the probably very high capital costs involved for the closed system necessary, would also lead to the economic viability being much less favourable than that of cyanide. This may be the main reason why no large-scale application has ever existed.

5. Ammonia - The use of ammonia is more commonly known as an additional reagent in cyanidation for copper-containing orebodies. The high temperatures and pressures required would indicate high capital investment and operating costs for a leach plant of this type. Regarding safe handling and environmental friendliness, the toxicity data does not warrant categorizing ammonia into a more favourable position than cyanide.

6. Halides - Halogens - Bromide, chloride and iodide, especially chloride, are well known lixiviants for the leaching of gold. In the case of bromide and chloride, the extraction economics would seem to be reasonable. However, the use of an oxidant, usually the halogen of the halide itself, would lead to higher capital investment costs for the prevention of corrosion and the use of a closed system. The advantage of the use of halides/halogens would seem to be their universal applicability for most ore types as is the case with cyanidation. The biggest drawback in the use of the halides/halogens lies in the handling, workers' exposure to the corrosive materials (bromine and chlorine) would be possible. The use of chloride is a proven technology in gold refining. However, no current large scale applications of leach plants are known.

(c) Recovery Processes

Once the leaching process is completed, the common processes for the recovery of the solubilized gold from solution include: (i) electrowinning / electroefining; (ii) carbon adsorption; and (iii) precipitation.

(i) Electrowinning

Electrowinning, also called electroextraction, is the electrodeposition of metals from their ores that have been put in solution or liquefied. Electrorefining uses a similar process to remove impurities from a metal. Both processes use electroplating on a large scale and are important techniques for the economical and straightforward purification of non-ferrous metals.

The resulting metals are said to be electrowon. In electrowinning, a current is passed from an inert anode through a liquid leach solution containing the metal so that the metal is extracted as it is deposited in an electroplating process onto the cathode. In electrorefining, the anodes consist of unrefined impure metal, and as the current passes through the acidic electrolyte the anodes are corroded into the solution so that the electroplating process deposits refined pure metal onto the cathodes.

(ii) Carbon Adsorption

The process known as carbon in pulp, or charcoal in pulp or CIP controls the gold precipitation from the cyanide solution by use of activated charcoal (carbon). Activated carbon can be manufactured from wood, nuts shells, coal, petroleum coke and a variety of organic products. Coconut shell carbon is preferred because of its commendable durability and high adsorption capability for gold and silver cyanide.

The technique involves contacting the leached pulp with granular carbon (about -8 to +20 mesh) in a series of gently agitating tanks with a sufficient retention time. The carbon is recycled through the circuit to build up the loading to 8-10 per cent by weight.

The loaded charcoal is then separated from the pulp on a suitable vibrating screen, coarse enough to retain the carbon, but fine enough to allow the pulp to pass through. The carbon is next sent to the stripping column for desorption and regeneration. The technique is used on low grade gold and silver ores.

Leached pulp and carbon are transferred in a counter current flow arrangement between a series of tanks. In the final tank, fresh or barren carbon is put in contact with low grade or tailings solution. At this tank the fresh carbon has a high activity and can remove trace amounts of gold (to levels below 0.01 mg/L Au in solution).

As it moves up the train, the carbon loads to higher and higher concentrations of gold, as it meets higher grade solutions. Typically, concentrations as high as 4000 to 8000 grams of gold per tonne of carbon (g/t Au) can be achieved on the final loaded carbon, as it meets freshly leached ore and pregnant leach solution (PLS). This can be measured by comparing the amount of gold extracted from the carbon to the amount of carbon used. The final loaded carbon then is removed and washed before undergoing elution. The elution of loaded carbon may also be speeded by using pressure elution (120 to 130°C at 70 psig) in 6 to 8 hours.

(iii) Precipitation (Merrill-Crowe process)

The recovery of the precious metals like gold and silver from solution can also be accomplished by precipitation (also call the Merrill-Crowe process after the inventors) with zinc, either in the form of

fine threads or of dust (the condensed fume recovered in the process of retorting the metal). The phenomena of precipitation are essentially electrical and may be traced to the action set up by two metals of different potentials forming a galvanic couple, with the solution as the electrolyte.

The Enviroleach Technology Advantage

The Technology Rights to be acquired by Enviroleach offers new and improved processes for recovery of gold by among other things, employing the use of X-Leach, a non-cyanide based leach formula, as set forth below.

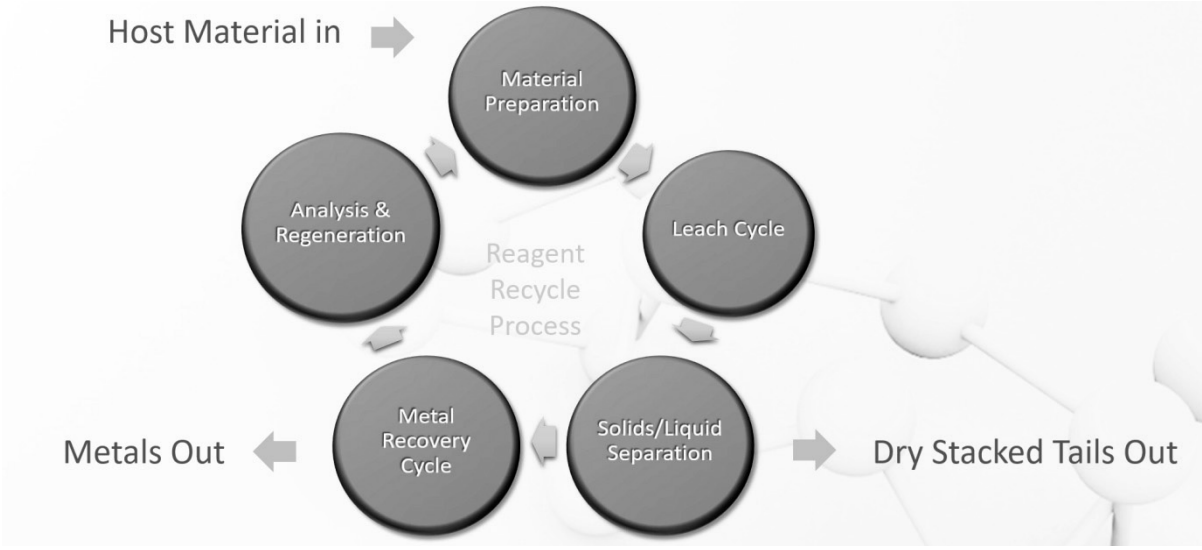
1. Material Preparation – the material processed into either a concentrate or crushed to produce a host that can be introduced into the system.

2. Leach Process - the host material is added to a premixed solution of the lixiviant on a solids to liquid ratio of 25/75 density by weight. The solution is agitated throughout the desired duration.

3. Solids/Liquid Separation - the mixed solution is pumped to a clarifier whereby necessary flocculants and/or coagulants are added to assist in the settling process. The clarifier overflow is then filtered and pumped to the pregnant solution pre-treatment tank. The clarifier underflow is pumped to a filtration unit to reduce the solids moisture content to under 15%. The liquid is sent to the pregnant solution pre-treatment tank. The filter cake is rinsed and the rinse fluid is sent to the rinse water storage/treatment tank. The post rinsed (dry) filter cake is disposed of.

4. Metals Recovery - the pregnant solution is pumped through a series of selective ION exchange resins and then to electrowinning cells to recover metals in solution.

5. Analysis and Regeneration - the depleted solution is transferred to a holding tank where it is analyzed for formula strength, oxygen reduction potential, pH and automatically adjusted by way of electro-chemical enhancement and additives as required.



Market Overview

By eliminating the use of cyanide in the leaching process, the Technology Rights offer an eco-friendly alternative to the current methods employed by the Mining and E-Waste markets.

Gold will be the primary target mineral that ETI will pursue in both the Mining and E-Waste segments. Other minerals such as silver and platinum do have potential for market growth.

1. Mining Market

The initial target market will be existing gold operations that either produce concentrates that are processed by others or have ore deposits that contain precious minerals that were not captured in initial processing. These are markets that have the most potential for increasing their profitability by using the Technology. Even though gold prices have fluctuated significantly over the past few years, gold production continues to increase - total world mine production of gold in 2014 was about 3,010 metric tons, 94.8 tons more than production in 2013.

2. E-Waste Market

Electronic waste (e-waste) is defined by the Interagency Task Force on Electronics Stewardship as used electronics that are nearing the end of their useful life, and are discarded, donated or given to a recycler. E-waste includes, but is not limited to, computers, computer monitors, printed wiring or circuit boards, telephones, copiers, fax machines, capacitors, transformers, cell phones, tablets and gaming systems or other devices that may contain heavy metals such as mercury, lead, cadmium, and chromium, precious metals (e.g., gold) or other hazardous substances.

E-waste is one of the fastest-growing waste streams in the world, both in developed countries as well as developing countries, and includes items such as mobile devices, computers, monitors, televisions and DVD players, among other electronic equipment. The lifespan of computers in developing countries, for example, has dropped significantly in recent years, and mobile devices frequently have a lifespan of less than two years. As consumers and businesses favour disposable technology and a shorter life cycle for electronics, the amount of e-waste generated is increasing. In 2013, for example, over 22 million Canadians had mobile device subscriptions, with many people replacing their devices on either an annual or biennial schedule.

A large portion of e-waste can be recycled, components of which can be recovered as “urban ore.” E-waste recycling involves reprocessing obsolete or unwanted electronics that have exhausted their re-use potential and would otherwise be disposed of in landfills. From 50,000 mobile phones, Electronics Product Stewardship Canada estimates that approximately 1 kilogram of gold, 400 grams of palladium, 10 kilograms of silver, and 420 kilograms of copper can be recycled. By recycling these items, valuable materials are kept out of landfills and can produce new products using resources that do not need to be mined. It is estimated that the world’s supply of end-of-life electronics offers a material resource of 40 million tonnes annually, from which a variety of component materials can be recycled. Propelling these efforts internationally is the Basel Convention, which controls the export of hazardous waste and requires e-waste to be treated as close to its origins as possible. The Convention, which entered into force in 1992, now has 183 parties, 52 of which are signatories, including Canada and the European Union.

To reduce the E-Waste generated across the world, E-Waste management initiatives are being taken by the government agencies of various regions. Market players are taking measures to recycle the E-Waste to reduce the pollution and environmental hazards caused by it.

Rapid technology advancement and frequent innovations have been leading to increasing sales of electronics products. In particulars, mobile devices, televisions and computer devices are

experiencing fast growth across the world. With increasing purchasing power and rising trend of disposable income, the sale of these electronics devices is increasing continuously. In addition, the new product launches with updated features and additional services are attracting the customers to upgrade their old products with new products.

Competitive Landscape

The Technology enters the marketplace with the performance characteristics that outperform the current competitors but in a manner that will provide a solution to the industry's increasingly stringent environmental regulations.

The Technology has little or no competition now other than cyanide and the existing cyanide alternatives as discussed above. Given the poor performance and limitations of other cyanide alternatives, and being an early mover in this market, management is confident it can position itself as the dominant player.

Market Position

Over the past couple of decades, several initiatives have been made to develop lixiviants with the intention of replacing cyanide in gold leaching. In 1980's these initiatives were largely economically driven, due to cyanide shortages at that time. In more recent times, the driving force has shifted to occupational health and environmental considerations. It is often argued that the high acute toxicity of cyanide alone makes it worthwhile considering to replace it completely by less toxic alternative lixiviants. This has led to having to consider more criteria in the choice of any alternative lixiviants, which have often not been considered in the past. An ideal lixiviant is economical, universally applicable on most ore types and safe to transport, handle and detoxify or recycle.

It should be mentioned that any lixiviants operating in the acidic (e.g. thiourea) or even neutral pH range will tend to mobilize any metals present like copper or iron to a greater extent compared to a lixiviant operating in the alkaline pH range (e.g. cyanide). This can have the disadvantages of less selectivity for gold leaching, higher reagent consumption, because these metals are also leached, and higher treatment costs for any resulting effluents.

To generate a profile, as a basis of comparison of these lixiviants using these criteria, it is important to distinguish between the various kinds of toxicities. Taking the handling of a particular lixiviant as one of the criteria, the lethal dosage (e.g. LD50) as well as the occupational health standard e.g. TLV (or the German equivalent: MAK) can be considered to yield indications as to how difficult the lixiviant is to handle safely. It should always be kept in mind that these toxicity criteria do not mean much, without simultaneously considering the question of exposure to the chemical and the products formed from its processing and treatment.

The criteria for ecotoxicity can be indicated by lethal concentrations for aquatic life (e.g. LC50) and the categorization of the lixiviant into classes of water contaminants. The latter exists in Germany and is called WGK (Wassergefährdungsklasse). It is useful as a broad categorization (0 = not a water contaminant, 1 = slight water contaminant, 2 = water contaminant, 3 = strong water contaminant). The ecotoxicity data is important in cases of the lixiviant accidentally entering any natural waterways (e.g. dam failure and transport incident) or for meeting water regulatory criteria.

	Enviro Leach	Cyanide	Thiorea	Thiosulphate	Thiocyanate	Bisulphide	Ammonia	Chlorine
Applicabilty Spectrum	Broad	Broad	Limited	Limited	Limited	Limited	Limited	Limited
pH Sensitivity	Low	High	High	High	Low	High	High	High
Temp Sensitivity	Low	Low	High	Medium	High	Medium	High	Medium
Reagent Concentrate Sensitivity	Low	Low	High	High	High	High	High	High
Leach Kinetics	Fast	Medium	Fast	Fast	Medium	Slow	Fast	Fast
Toxicity	Low	High	High	Low	High	High	High	High
Highly Acidic Or Highly Caustic	No	Yes	Yes	No	Yes	Yes	Yes	Yes
WGK Value (H20 Hazard Classes)	1	3	2	1	1	2	2	2
Consumption Rate	Low	Low	High	High	High	Medium	Low	Medium
Reusabilty/Recyclability	High	Medium	Low	Medium	Medium	Medium	High	Medium
Detox Costs	N/A	High	High	Medium	High	High	High	Medium
Requires Off Gas Control	No	Yes	Yes	Yes	No	yes	yes	Yes
Requires Elevated Temperature	No	No	No	No	Yes	Yes	Yes	No
Costs compared to Cyanide	Similar	N/A	Higher	Higher	Higher	Lower	Higher	Similar
Capital Costs	Low	Medium	High	High	High	Medium	High	High

Looking at aspects of emission, exposure as well as regulations and limitations, the above mentioned previous potential alternatives showed no significant advantages in their own right. Therefore, no one of these previous alternative substances could claim to be a real alternative to cyanide, even when only toxicity and exposure aspects are considered. The Technology does offer this clear advantage and with the ability to recycle the product the cost profile becomes similar.

Market Analysis

The mining sector is broadly separated into mines that produce ore, concentrates, or self refine.

Self refining operations would currently have a process that is producing a dore onsite already. Most of these sites would be achieving this with an onsite cyanide facility that was previously permitted. These sites will not be the preliminary focus of ETI as the cost of conversion and operation utilizing ETI will be higher than the current set-up. As environmental concerns become a larger issue to these operations, the potential for conversion to ETI will increase.

The Technology would be most applicable for ore and concentrate operations. Ore operations are broadly characterized as containing a low amount of gold but processing a high amount of material, while the concentrate operations would contain a high amount of gold but process a much lower volume of material. These different markets would require a different pricing modeal due to these characteristics. The expected capital cost to implement the Technology will be higher for ore operations as they will require larger facilities to handle the larger daily throughput.

ETI has had inquiries from various mining companies. A survey of the mining industry yielded at least 240 precious mining operations in Canada and the United States. ETI currently expects that it will have a market share that is approximately between 5 - 10% at the end of the next four years.

THE ETI BUSINESS

Commercialization Plan - The Mining Market

ETI's current business plan is to generate revenue based on a combination of: (a) fees charged for testing and analysis for setting up and utilization of the Technology; (b) a licensing arrangement where a monthly fee is paid by the user based on the size of their operation; and (c) additional revenue generated from supplying the chemicals required to utilize the Technology .

The licencing fee arrangement is intended to provide a base monthly revenue stream that is not affected by changes in the chemical sales. The chemicals that a site is required to purchase could decrease if improvements are made to the system that decrease the chemical losses during the

process. Additional revenue sources in the future could include the sale or leasing of the equipment required to commence an operation.

Testing, Analysis and Set-Up

In order for a mining operation to utilize the Technology, the base formula must be modified slightly to match the site characteristics of the specific materials being produced at the operation, therefore creating a revenue stream for ETI from providing testing and analysis services. There are three levels of testing that a potential client would undergo before starting commercial production.

- A preliminary test to ensure that material will work with the Technology and does not contain any other materials that render the Technology ineffective;
- A detailed test that is used to define the exact formula that is most efficient for that specific material;
- A lab pilot plant test to confirm that previous results are replicated on a continuous circuit basis and provide the final recovery economics.

ETI expects to charge testing costs that are in line with rates charged by other labs such as the Met-Solve Labs. After testing confirms the Technology is going to provide an economic benefit, ETI will work with the client and equipment suppliers to design and install a system to process their material.

Continuing Operating Licensing

After the design and installation is completed, an approximate 3-month process, the client will be charged an initial license setup fee as well as an ongoing monthly licensing fee. It is expected that the monthly licensing fee will include a fixed charge per ton processed.

Chemical Supply

It is expected that the client will continue to source the base chemicals required to utilize the Technology from ETI. It is expected that chemical sales will still provide continuing sales revenue as moisture losses and accidental spillage would require chemical resupply.

Commercialization Plan - The E-waste Market

ETI's approach to this sector is to partner with existing producers to substitute the Technology with their current process. The partnerships would involve an upfront fee to secure the rights to an area then usage fees or net sales royalties plus charges for chemical supply.

AVAILABLE FUNDS AND PRINCIPAL PURPOSES

After giving effect to the Arrangement and the release of proceeds of the Private Placement, ETI is expected to have minimum working capital available to it of up to approximately $2,950,000 as follows:

Source of Funds	**Dollar Amount ($)**
ETI Seed Private Placement	450,000
Private Placement	2,500,000
Total	$2,950,000

ETI intends to use such available funds as follows:

Use of Available Funds	**Dollar Amount ($)**
Management fees and salaries for staff	1,140,000
Administration services and office	265,000
Laboratory and testing costs	504,000
Technology payments	442,000
Investor relations and shareholders' communications	88,000
Transfer agent and regulatory fees	151,000
Professional fees (including fees associated with the Arrangement, the Seed Private Placement, and the Private Placement)	260,000
Unallocated Working Capital	100,000
Total	2,950,000

Due to the nature of mineral exploration and development, budgets are regularly reviewed in light of success of the expenditures and other opportunities which may become available to ETI. Accordingly, while ETI anticipates that it will spend the funds available to it as stated herein, there may be circumstances where, for sound business reasons, a reallocation of funds may be prudent.

SELECTED CONSOLIDATED FINANCIAL INFORMATION

The following financial information of ETI is attached as Schedule "A" to this Appendix "G".

1. ETI Statement of Financial Position, Statement of Income/Loss and Statement of Changes in Equity from the date of incorporation to December 31, 2016;

2. ETI Pro Forma Statement of Financial Position as at December 31, 2016 taking into effect the Arrangement (including the Private Placement); and

3. ETI Pro forma Changes in Equity for the period ended December 31, 2016 taking into effect the Arrangement (including the Private Placement).

OUTSTANDING SECURITIES

ETI is authorized to issue an unlimited number of ETI Shares. As at the date of the Circular, there are 9,000,000 issued and outstanding ETI Shares and no other securities issued and outstanding.

Upon completion of the Arrangement, including payment of the ETI Share Consideration, the issuance of 2,000,000 ETI Shares to Mohave, and conversion of the 10,000,000 Subscription Receipts, 49,000,000 ETI Shares shall be issued and outstanding as fully paid and non-assessable.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF SELECTED FINANCIAL INFORMATION

Please refer to Schedule "C" for the Management Discussion and Analysis for the period from incorporation to December 31, 2016.

DESCRIPTION OF CAPITAL STRUCTURE

The following is a summary of the rights, privileges, restrictions and conditions which will be attached to the ETI Shares and the ETI Subscription Receipts on the Effective Date:

ETI Shares

Holders of ETI Shares (common shares) are entitled to notice of, and to one vote per share at, all meetings of ETI Shareholders, to receive dividends as and when declared by the ETI Board and to receive a pro rata share of the assets of ETI available for distribution to holders of common shares in the event of liquidation, dissolution or winding-up of ETI.

ETI Subscription Receipts

Each ETI Subscription Receipt is convertible to one (1) ETI Share and one (1) ETI Warrant upon the satisfaction of the Release Conditions.

DIVIDENDS OR DISTRIBUTIONS

ETI has not declared or paid dividends on any of its shares and is unlikely to pay any dividends in the foreseeable future as it intends to employ available funds for research and development. Any decision to pay dividends on its shares will be made by the ETI Board on the basis of ETI's financial condition, earnings, results of operations, financial requirements and other conditions existing at such time.

CONSOLIDATED CAPITALIZATION

The following table sets forth the consolidated capitalization of ETI, both before and after giving effect to the Arrangement and the conversion of Subscription Receipts issued pursuant to the Private Placement.

Designation	Amount Authorized	Outstanding as at the date hereof prior to giving effect to the Arrangement and the conversion of the Subscription Receipts	Outstanding after giving effect to the Arrangement and conversion of the Subscription Receipts
ETI Shares	Unlimited	9,000,000	49,000,000[(1)(2)]
		$450,000	$2,950,000

Notes:

(1) This amount includes the 10,000,000 ETI Shares to be issued upon the Arrangement becoming effective to holders of 10,000,000 Subscription Receipts and assumes the issuance of an estimated 28,000,000 ETI Shares issued at a deemed price of $0.05 per share as ETI Share Consideration pursuant to the Arrangement.

(2) Includes the issuance of 2,000,000 ETI Shares to Mohave.

FULLY DILUTED SHARE CAPITAL

The following table sets forth the fully diluted share capital after giving effect to the Arrangement and the conversion of Subscription Receipts issued pursuant to the Private Placement. See the unaudited pro forma consolidated financial statements of ETI attached as Schedule "B" to this Appendix.

	Number of ETI Shares (Diluted)	Percentage of ETI Shares (Diluted)
Issued and outstanding as at the date of the Circular	9,000,000	14.08%
Issued as ETI Share Consideration pursuant to the Arrangement	28,000,000	46.95%
ETI Shares issued pursuant to the conversion of	10,000,000	15.65%

Subscription Receipts		
ETI Shares reserved for issuance pursuant to conversion of the ETI Warrants forming part of the Subscription Receipts	10,000,000	15.65%
SUBTOTAL	59,000,000	
ETI Shares reserved for issuance pursuant to the ETI Stock Option Plan[(2)]	4,900,000	7.67%
FULLY DILUTED TOTAL	63,900,000	100%

Note:

(1) The number of ETI Shares reserved pursuant to the ETI Stock Option Plan is to be a maximum of 10% of the number of ETI Shares issued and outstanding, which upon completion of the Arrangement and conversion of the Subscription Receipts totals 4,900,000 ETI Shares assuming 49,000,000 ETI Shares then issued and outstanding.

OPTIONS TO PURCHASE SECURITIES

At the Meeting, Iberian Shareholders will be asked to consider and, if deemed advisable, ratify and approve the adoption by ETI of the ETI Stock Option Plan, which will authorize the ETI Board of Directors to issue stock options to directors, officers, employees and other service providers of ETI. To be adopted, the ordinary resolution must be approved by a simple majority of votes cast at the Meeting by Iberian Shareholders. Approval of the ETI Stock Option Plan by Iberian Shareholders may be required by the Stock Exchange. A copy of the ETI Stock Option Plan is set out in Appendix "F" to the Circular. See "*Part III – Approval of ETI Stock Option Plan*" in the Circular.

PRIOR SALES

On December 14, 2016, ETI completed an initial seed share private placement of 9,000,000 ETI Shares at $0.05 per share. Upon incorporation on October 21, 2016, ETI issued 1 ETI Share to the incorporator of ETI, which was surrendered for cancellation on December 14, 2016.

It is anticipated that ETI will complete a non-brokered private placement financing of 10,000,000 non-transferable Subscription Receipts at a price of $0.25 per Subscription Receipt for aggregate gross proceeds of $2,500,000. Each Subscription Receipt will entitle the holder to receive, upon satisfaction of the Release Conditions, one ETI Share and one ETI Warrant.

The Subscription Receipts will be issued pursuant to the terms of the Subscription Receipt Agreement. The gross proceeds from the sale of Subscription Receipts will be deposited with the Escrow Agent pursuant to the terms of the Subscription Receipt Agreement. The Subscription Receipt Agreement will provide, among other things, that upon the satisfaction of the Release Conditions, the gross proceeds and any interest thereon will be released from escrow and delivered to ETI. In the event that the Release Conditions are not satisfied by March 31, 2017, the gross proceeds shall be returned to the subscribers to the Private Placement.

It is expected that ETI will issue 2,000,000 ETI Shares to Mohave shortly before the completion of completion of the Arrangement pursuant to the Consent to Assignment and Technology Purchase Agreement.

Upon completion of the Arrangement, ETI will issue 28,000,000 ETI Shares to Iberian as partial payment for the Technology Rights pursuant to the terms of the Purchase Agreement. It is anticipated that there will be 49,000,000 ETI Shares issued and outstanding upon completion of the Arrangement. Of such 49,000,000 ETI Shares, 2,950,000 ETI Shares will be subject to an Escrow arrangement - see "*Escrowed Securities*" below.

TRADING PRICE AND VOLUME

The ETI Shares are not currently traded or quoted on a stock exchange or marketplace.

ESCROWED SECURITIES

Certain ETI Shares, including ETI Shares held by the proposed directors and officers of ETI and ETI Shares issued under the ETI Seed Private Placement, may be subject to escrow provisions in accordance with the applicable polies of the Stock Exchange.

PRINCIPAL SHAREHOLDERS

To the knowledge of ETI, as of the date of the Circular, there are no persons who will, immediately following the completion of the Arrangement and conversion of the Subscription Receipts issued pursuant to the Private Placement, directly or indirectly, own or exercise control or direction over, securities carrying more than 10% of the voting rights attached to any class of voting securities of ETI.

DIRECTORS AND EXECUTIVE OFFICERS

The names, municipalities of residence, positions with ETI and the principal occupations of the persons who will serve as directors and executive officers of ETI after giving effect to the Arrangement are set out below, together with their holdings of ETI Shares.

Name and Municipality of Residence	Position and Date Appointed Director/ Officer	Principal Occupation (for last 5 years)	ETI Shares Beneficially Held or Controlled as at the date hereof	ETI Shares Beneficially Held or Controlled Assuming Completion of Arrangement and conversion of the Subscription Receipts[4]
Duane Nelson[1], North Vancouver, BC	Director, Chief Executive Officer, October 21, 2016 (President, Chief Executive Officer and Chairman of the Board as of the Effective Date)	President and CEO of Mineworx Technologies Inc. from June 2012 to present. CEO and co-founder of Silvermex Resources Inc. from 2006 until 2012. Founder of Quotemedia Inc.	1,000,000[2] (11.11%)	1,000,000 (2.04%)
Don Weatherbee, Edmonton, AB	Chief Financial Officer, October 21, 2016 (Chief Financial Officer and Corporate Secretary as of the Effective Date)	Chief Financial Officer of Iberian Minerals from September 2015 to Present. Chief Financial Officer of KMC Mining from 2001 to 2015.	200,000 (2.22%)	200,000 (0.41%)
Greg Pendura[1]. Edmonton, AB	Director, October 21, 2016	Chief Executive Officer, President and Director of Iberian Minerals Ltd.	500,000 (5.56%)	500,000 (1.02%)

		since 2010.		
Kenneth C. McNaughton, M.A. Sc. Vancouver, BC	Director as of the Effective Date	Vice President and Chief Explorations Officer of Pretium Resources. Senior Vice President, Exploration for Silver Standard Resources Inc.	250,000 (2.78%)	250,000 (0.51%)
Jack Kiland Henderson, Nevada	Director as of the Effective Date	Co-founder and Managing Director of Casino Data Systems (CDS)	500,000[(3)] (5.56%)	500,000 (1.02%)
Darcy Thiele[(1)], P. Eng., MBA White City, Saskatchewan	Director as of the Effective Date	Co-founder and principal of Pressure Solutions Inc.	500,000 (5.56%)	500,000 (1.02%)

Notes:
(1) Member of the Audit Committee
(2) Held by Sibling Rivalries Investments Inc., a company wholly-owned and controlled by Duane Nelson
(3) Held by Kiland Family 1994 Family Trust, a trust controlled by Jack Kiland.

Other Reporting Issuer Experience

The following table sets out the directors and executive officers of ETI, that are, or have been within the last five years, directors, officers or promoters of other reporting issuers.

Name	Name and Jurisdiction of Issuer	Name of Trading Market	Position	From	To
Duane Nelson	Iberian Minerals Ltd.	TSX-V, OTCQB	Director	December 21, 2015	Present
	Silvermex Resources Inc.		Chief Executive Officer	June 2016	June 5 2012
Don Weatherbee	Iberian Minerals Ltd.	TSX-V	Chief Financial Officer	September 2015	Present
Greg Pendura	Iberian Minerals Ltd.	TSX-V, OTCQB	Chief Executive Officer, President & Director	September 2010	Present
	Intercept Energy Services Inc. (formerly Global Green Matrix Corp.)	Frankfurt, TSX-V, OTCBB	Director	March 2011	March 11, 2014
Kenneth C. McNaughton,	Pretium Resources Inc.	TSX, NYSE	Chief Exploration Officer	February 2011	Present
	Camino Minerals Corporation	TSX-V	President and Chief Executive Officer, Director	March 2015	Present
	Silvermex Resources Inc.	TSX-V	Director	September 2009	April 2012

In connection with the closing of the Arrangement, the ETI Board will appoint an audit committee consisting of Duane Nelson, Darcy Thiele and Greg Pendura. The ETI Board may from time to time establish additional committees. The mandates of each of the committees will be established following completion of the Arrangement and will be in compliance with applicable legal and regulatory requirements.

Cease Trade Orders, Bankruptcies, Penalties or Sanctions

Except as disclosed below, no Director or Executive Officer of ETI is, as at the date hereof, or was within the previous 10 years, a director, chief executive officer or chief financial officer of any company that was subject to a cease trade or similar order or an order that denied access to any exemption under securities legislation, in effect for more than 30 consecutive days that was issued while the Director or Executive Officer was acting in the capacity as director, chief executive officer or chief financial officer, or that was issued after the Director or Executive Officer 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.

To ETI's knowledge, no Director or Executive Officer of ETI or a shareholder holding a sufficient number of ETI Shares to affect materially control of ETI: (a) as at the date hereof or within the previous 10 years, either personally, or was a director or executive officer of any company that, while acting 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 his or its assets; or (b) has been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable investor in making an investment decision.

Conflicts of Interest

There are potential conflicts of interest to which the Directors and Executive Officers of ETI may be subject in connection with the operations of ETI. In particular, certain of the Directors and Executive Officers are involved in managerial or director positions with mineral resource issuers whose operations may, from time to time, be in direct competition with those of ETI or with entities which may, from time to time, provide financing to, or make equity investments in, competitors of ETI. Conflicts, if any, will be subject to the procedures and remedies available under the ABCA. The ABCA provides that in the event that a Director has an interest in a contract or proposed contract or agreement, the Director shall disclose his interest in such contract or agreement and shall refrain from voting on any matter in respect of such contract or agreement unless otherwise provided by the ABCA.

BACKGROUND OF MANAGEMENT

Profiles of the officers and other key personnel of ETI upon completion of the Arrangement are set forth below.

Duane Nelson – President, Chief Executive Officer, Chairman of the Board, Age 57

Mr. Nelson is the founder, President and CEO of Mineworx, which was acquired by Iberian Minerals. Mr. Nelson has extensive experience in the mining sector and was the CEO and co-founder of Silvermex Resources Inc.. a silver and gold producer focused on projects in Mexico and was acquired by First Majestic Silver Corp. in 2012. He is the founder of Quotemedia Inc., a financial market data company established in

1998, a leading provider of global financial stock market data for the Toronto Stock TSXV, NASDAQ OTC, and others.

Don Weatherbee – Chief Financial Officer and Corporate Secretary, Age 44

Mr. Weatherbee has more than 20 years of finance and accounting experience in the mining industry. His experience includes over 10 years as a senior executive with KMC Mining Corporation, including 7 years as the CFO. Don has previously worked in both publicly traded and private organizations.

Ishwinder Grewal, B.A.Sc., M.A.Sc., P.Eng. - Executive Vice President, Age 51

Mr. Grewal is the President and founder of Met-Solve Laboratories Inc. He has over 20 years' experience in the metallurgical and mineral processing industry, focused on research and development, mineral processing and hydrometallurgical separation and metal recovery systems.

COMPENSATION OF EXECUTIVE OFFICERS AND DIRECTORS

ETI has not carried on any active business and has not completed a fiscal year of operations. As at the date of this Circular, ETI has not paid any compensation to its executive officers and directors, and no other compensation will be paid until after the Arrangement has been completed. Following completion of the Arrangement, the ETI Board of Directors and management will determine the appropriate compensation required for its employees and other service providers. Upon completion of the Arrangement, it is anticipated that directors and executive officers will be granted ETI Options as disclosed herein. See "*Options to Purchase Securities"*.

As at the date of the Circular, there are no employment contracts in place between ETI and any of the executive officers of ETI and there are no agreements or other arrangements in respect of compensation for the executive officers of ETI in the event of termination of employment or a change in responsibilities following a change of control of ETI. It is expected that ETI will enter into employment contracts with each of the executive officers of ETI on or before the Effective Date.

ETI has not yet established an annual retainer fee or attendance fee for directors. However, ETI may establish directors' fees in the future and will reimburse directors for all reasonable expenses incurred in order to attend meetings. In addition, directors will be granted options to acquire ETI Shares pursuant to the ETI Stock Option Plan. See "*Options to Purchase Securities*".

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

There exists no indebtedness of the directors or executive officers of ETI, or any of their associates, to ETI, nor is any indebtedness of any of such persons to another entity the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by ETI.

AUDIT COMMITTEE AND CORPORATE GOVERNANCE

Following the completion of the Arrangement, ETI will appoint an audit committee and adopt corporate governance policies in compliance with applicable laws and applicable Stock Exchange policies. ETI anticipates that its Audit Committee will be comprised of Greg Pendura (Chairman of the Board), Darcy Thiele and Duane Nelson.

RISK FACTORS

The business of ETI upon completion of the Arrangement is subject to a number of risks and uncertainties. Due to the nature and present stage of development of the Technology Business, ETI will be subject to various risks.

In addition to considering the other information contained in this Circular and the information disclosed in the financial statements, the reader should carefully consider the following information. Any of these risk factors could have material adverse effects on the business to be conducted by ETI upon completion of the Arrangement.

Financing Risks

ETI currently has no source of operating cash flow, and there is no assurance that additional funding will be available to ETI following the Arrangement as and when needed for further development of the Technology Business. In order to continue to operate as a going concern and to meet its corporate objectives, ETI will require additional financing through debt or equity issuances or other available means. Should ETI be unable to either raise this financing or generate revenue sufficient to discharge its liabilities in the normal course of business, the value of an investment in ETI Shares will be adversely affected.

Technology Risks

The Technology is still at the testing and development stage and there is no guarantee that further testing and development will be successful. The long-term success of ETI will be in part directly related to the success of the testing of the Technology by its partners, clients and customers. Even if testing is successful, partners, clients and customers may be unwilling to change their processes to incorporate the Technology into those processes due to uncertainty, budget limitations or other factors beyond the control of ETI.

ETI expects to rely on a combination of patent, copyright and trade-secret laws, confidentiality procedures, and contractual provisions to establish, maintain, and protect the Technology Rights. The steps ETI takes may not prevent misappropriation of its intellectual property, and the agreements ETI enter into may not be enforceable. Despite ETI's efforts to protect its Technology Rights, unauthorized parties may copy or otherwise obtain and use ETI's proprietary technology or obtain information ETI regards as proprietary. Policing unauthorized use of its technology, if required, may be difficult, time consuming, and costly. ETI's means of protecting its technology may be inadequate.

Third parties may apply for and obtain patent protection for technology which is similar to ETI's Technology. Despite ETI's efforts to protect its proprietary rights, unauthorized parties may attempt to copy aspects of the Technology or to obtain and to use information that ETI regards as proprietary. Third parties may also independently develop similar or superior technology without violating ETI's proprietary rights. In addition, the laws of some foreign countries do not protect proprietary rights to the same extent as do the laws of Canada.

Although ETI believes that its technology does not infringe proprietary rights of others, litigation may be necessary to protect ETI's proprietary technology and third parties may assert infringement claims against ETI with respect to their proprietary rights.

Any claims or litigation can be time consuming and expensive regardless of their merit. Infringement claims against ETI could cause ETI to redesign the Technology or to enter into royalty or license agreements that may not be available on terms acceptable to ETI, or at all.

No Revenues

To date, the Technology Business has not achieved a sustainable stream of revenue. There can be no assurance that significant losses will not occur in the near future, or that ETI will be profitable in the future. The amounts and timing of expenditures will depend on the progress of the Technology Business and other factors, many of which are beyond the control of ETI. In particular, ETI's

operating expenses and capital expenditures may be greater in subsequent years as consultants, personnel, and equipment associated with advancing the Technology Business are added.

ETI does not expect to receive commercial revenue amounts from the Technology Business in the foreseeable future and expects to continue to incur losses until such time as it generates sufficient revenues to fund its continuing operations. There can be no assurance that ETI will generate any revenues or achieve profitability.

ETI's operations are subject to human error

Despite efforts to attract and retain qualified personnel, as well as the retention of qualified consultants, to manage ETI's interests, and even when those efforts are successful, people are fallible and human error could result in significant uninsured losses to ETI. These could include loss or forfeiture of other assets for non-payment of fees or taxes, significant tax liabilities in connection with any tax planning effort ETI might undertake and legal claims for errors or mistakes by ETI personnel.

Resource Development and Processing

Resource development and processing is a speculative business and involves a high degree of risk and is highly dependent upon the sale price of the minerals sought to be produced. The decision of potential partners, clients and customers to proceed with the development and processing of those minerals using the Technology will be affected by such sales prices and numerous other factors beyond the control of ETI. These factors include market fluctuations, the proximity and capacity of natural resource markets and processing equipment, government regulations, including regulations relating to prices, taxes, royalties, land tenure, land use, importing and exporting of minerals and environmental protection. The exact effect of these factors cannot be accurately predicted, but the combination of these factors may result in ETI not receiving an adequate return on invested capital.

Partnership and Joint Venture Strategies

As part of its business strategy, ETI may seek out partnerships and/or joint ventures in the natural resource and electronic waste industries, ETI may fail to select appropriate partnership or joint venture candidates or negotiate acceptable arrangements. ETI cannot assure that it can complete any business arrangement that it pursues, or is pursuing, on favourable terms, or that business arrangements completed will ultimately benefit ETI.

Foreign Country Risks

ETI's projects may be located in countries with social, political and economic policies that differ from Canada's. Governmental policies may be adopted to discourage foreign investment; nationalization of certain industries may occur; and other unforeseen limitations, restrictions or requirements may be implemented. There can be no assurance that ETI's assets will not be subject to nationalization, expropriation, requisition or confiscation, whether legitimate or not, by any authority or body. There can also be no assurance that adverse developments such as terrorism, military repression, civil unrest, crime, extreme fluctuations in currency exchange rates or high inflation will not occur.

Dependence on Management

The business and operations of ETI are dependent on recruiting and retaining the services of a small number of key members of management and qualified personnel. The success of the operations and activities of ETI are dependent to a significant extent on the efforts and abilities of its management. Investors must be willing to rely to a significant extent on the discretion and judgment of the management of ETI. Furthermore, while ETI believes that it will be successful in attracting qualified

personnel and retaining its current management team, there can be no assurance of such success. ETI does not maintain key employee insurance on any of its directors, officers, employees or other service providers.

Competition

ETI will compete with companies and firms that have substantially greater financial and technical resources than ETI in respect of the Technology Business as well as for the recruitment and retention of qualified employees and other service providers.

Risks Relating to Government Regulation

ETI's operations are subject to laws and regulations governing occupational health and safety, labour standards, employment, waste disposal, handling of toxic substances, land and water use, environmental protection and other matters. It is possible that ETI may not be able to comply with existing and future laws and regulations. In addition, future changes in applicable laws, regulations, agreements or changes in their enforcement or regulatory interpretation could result in changes to the terms of agreements or arrangements that ETI has with partners, clients and customers, which could have a material adverse impact on ETI's current operations and future projects. ETI may experience increased costs and delays as a result of the need to comply with applicable laws and regulations.

Any failure to comply with applicable laws and regulations, even if inadvertent, could result in enforcement actions thereunder including orders issued by regulatory or judicial authorities requiring operations to cease or be curtailed, fines, penalties or other liabilities. ETI may be required to compensate those suffering loss or damage by reason of its operations and may have civil or criminal fines or penalties imposed for violations of such laws or regulations.

Exchange Rate Fluctuations

Exchange rate fluctuations may adversely affect ETI's financial position and results. Currency exchange fluctuations may materially adversely affect ETI's future cash flows, results of operations and financial condition. ETI does not currently engage in hedging or have a policy in place for managing or controlling foreign currency risks.

Insurance

ETI's business activities involve numerous risks, including unexpected or unusual operating conditions and other environmental occurrences and political and social instability. It is not always possible to obtain insurance against all such risks and ETI may decide not to insure against certain risks as a result of high premiums or other reasons. Should such liabilities arise, they could negatively affect ETI's profitability and financial position and the value of the ETI Shares. ETI does not maintain insurance against environmental risks.

LEGAL PROCEEDINGS AND REGULATORY ACTIONS

Legal Proceedings

There are no material legal proceedings to which ETI is a party or in respect of which any of the assets of ETI are subject, which is or will upon completion of the Arrangement be material to ETI, and ETI is not aware of any such proceedings that are contemplated.

Regulatory Actions

There have been: (i) no penalties or sanctions imposed against ETI by a court relating to securities legislation or by a securities regulatory authority; (ii) no other penalties or sanctions imposed by a court or regulatory body against ETI; and (iii) no settlement agreements ETI entered into with a court relating to securities legislation or with a securities regulatory authority.

INTEREST OF MANAGEMENT AND OTHERS IN MATERIAL TRANSACTIONS

Other than as disclosed elsewhere herein, management of ETI is not aware of any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, of any director or executive officer of ETI, any person or company who owns of record, or is known by ETI to own beneficially, directly or indirectly, more than 10% of the ETI Shares or any associate or affiliate of the foregoing persons or companies, in any transaction within the three years before the date of this Appendix (other than through their interests as securityholders of Iberian) that has materially affected or is reasonably expected to materially affect ETI since incorporation.

AUDITORS, REGISTRAR AND TRANSFER AGENT

Auditors

K.R. Margetson Ltd., Professional Chartered Accountants, 210 – 905 West Pender Street, Vancouver, British, Columbia, V6C 1L6 has been appointed the auditors of ETI.

Transfer Agent and Registrar

ETI will appoint Computershare Trust Company of Canada at its office at 530, 8th Avenue S.W., Calgary, Alberta T2P 3S8, as the registrar and transfer agent of the ETI Shares.

MATERIAL CONTRACTS

The only contracts entered into by ETI other than in the ordinary course of business, that can reasonably be regarded as material to ETI, presently or upon completion of the Arrangement, are as follows:

1. Arrangement Agreement;
2. The Purchase Agreement;
3. The Testing and Transfer Agreement;
4. The Assignment Agreement; and
5. The Consent to Assignment and Technology Purchase Agreement;

A copy of the foregoing agreements may be inspected, prior to the Meeting, during normal business hours at the principal offices of ETI. The Arrangement Agreement and Plan of Arrangement are attached to this Circular as Appendix “B”.

INTERESTS OF EXPERTS

Certain legal matters relating to the Arrangement are to be passed upon by DLA Piper (Canada) LLP, on behalf of ETI. Based on securityholdings as of the date hereof, the partners and associates of DLA

Piper (Canada) LLP do not own, directly or indirectly, any ETI Shares, and will hold, directly or indirectly, less than one percent of the ETI Shares on the Effective Date.

The auditor of ETI, K.R. Margetson Ltd., Chartered Accountant, has confirmed that it is independent to the Corporation in accordance with the Rules of Professional Conduct of the Institute of Chartered Accounts of Alberta.

In addition, none of the aforementioned persons or companies, nor any director, officer, employee or partner, as applicable, of any of the aforementioned persons or companies, is or is expected to be elected, appointed or employed as a director, officer or employee of ETI or of any associate or affiliate of ETI.

SCHEDULE “A”

AUDITED FINANCIAL STATEMENTS OF ETI

Financial Statements

Since Inception to December 31, 2016

(Expressed in Canadian dollars)

K. R. MARGETSON LTD. *Chartered Professional Accountant*

#210 - 905 West Pender Street
Vancouver BC V6C 1L6
Canada

Tel: 604.641.4450
Fax: 1.855.603.3228

INDEPENDENT AUDITOR'S REPORT

To the Shareholders of
Enviroleach Technologies Inc.:

I have audited the accompanying financial statements of Enviroleach Technologies Inc., which comprise the statement of financial position as at December 31, 2016 and the statement of loss and comprehensive loss, changes in shareholders' equity and statement of cash flows for the period from inception, October 21, 2016 to December 31, 2016, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with International Financial Reporting Standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

My responsibility is to express an opinion on these financial statements based on my audit. I conducted my audit in accordance with Canadian generally accepted auditing standards. Those standards require that I comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

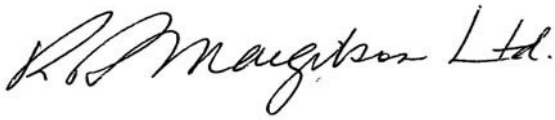
I believe that the audit evidence I have obtained in my audit is sufficient and appropriate to provide a basis for my audit opinion.

Opinion

In my opinion, these financial statements present fairly, in all material respects, the financial position of Enviroleach Technologies Inc. as at December 31, 2016 and its financial performance and its flows for the period from inception, October 21, 2016 to December 31, 2016, in accordance with International Financial Reporting Standards.

Emphasis of Matter

Without qualifying our opinion, I draw attention to Note 1 in the financial statements, which describes matters and conditions that indicated the existence of a material uncertainty that may cast significant doubt about the ability of the Company to continue as a going concern.



Chartered Professional Accountant

Vancouver, Canada
February 1, 2017

ENVIROLEACH TECHNOLGIES INC.
STATEMENT OF FINANCIAL POSITION
(Expressed in Canadian dollars)

	Notes		December 31, 2016
ASSETS			
Cash		$	405,968
Receivables	4		5,769
Prepaid expenses and deposits			22,891
Total current assets			434,629
Non-current assets			
Technology rights	5		1,740,000
Total non-current assets			1,740,000
TOTAL ASSETS		$	2,174,628
LIABILITIES			
Current liabilities			
Accounts payable and accrued liabilities		$	5,000
Due to related party	6		121,152
Promissory note payable	7		302,107
Current portion of advance royalty payable	8		80,562
Total current liabilities			508,821
Non-Current liabilities			
Advance royalty payable	8		1,255,425
Total non-current liabilities			1,255,425
TOTAL LIABILIITES			1,764,246
SHARHOLDERS' EQUITY			
Share capital	9		450,000
Obligation to issue shares	5		100,000
Deficit			(139,618)
TOTAL SHAREHOLDERS' EQUITY			410,382
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY		$	2,174,628

Nature and continuance of operations (Note 1)
Commitments (Note 11)

On behalf of the Board:

"Duane Nelson" "Greg Pendura"

The accompanying notes are an integral part of these financial statements.

ENVIROLEACH TECHNOLOGIES INC.
STATEMENT OF LOSS AND COMPREHENSIVE LOSS
(Expressed in Canadian dollars)

	Notes	From Inception to December 31, 2016
Expenses		
Consulting fees		$ 3,875
Banking fees		186
Investor relations		330
Management and employee costs	10	13,936
Office and general		8746
Professional fees		50,415
Testing and supplies		22,444
Travel		1,516
		101,448
Loss before other items		(101,448)
Other items		
Foreign exchange loss		(38,170)
Loss and comprehensive loss for the period		$ (139,618)
Basic and diluted loss per common share		$ (0.06)
Weighted average number of common shares outstanding		2,281,690

The accompanying notes are an integral part of these financial statements.

ENVIROLEACH TECHNOLOGIES INC.
STATEMENT OF CHANGES IN EQUIITY
(Expressed in Canadian dollars - Unaudited)

	Share Capital				
	Number of Shares	Amount	Obligation to Issue shares	Deficit	Total
Shares issued at incorporation, October 21, 2016	1	$ 1	$ -	$ -	$ 1
Shares issued at $0.05	9,000,000	450,000	-	-	450,000
Initial share cancelled	(1)	(1)	-	-	(1)
Technology rights acquisition	-	-	100,000	-	100,000
Comprehensive loss for the period	-	-	-	(139,618)	(139,618)
Balance at December 31, 2016	9,000,000	$ 450,000	$ 100,000	$ (139,618)	$ 410,382

The accompanying notes are an integral part of these financial statements.

ENVIROLEACH TECHNOLOGIES INC.
STATEMENT OF CASH FLOWS
(Expressed in Canadian dollars)

		From Inception to December 31, 2016
CASH FLOWS FROM (TO) OPERATING ACTIVITIES		
Loss for the period	$	(139,618)
Items not affecting cash:		
Foreign exchange		38,042
Changes in non-cash working capital items:		
Accounts receivables		(5,769)
Prepaid expenses and deposits		(22,891)
Accounts payable and accrued liabilities		5,000
		(125,236)
CASH FLOWS TO INVESTING ACTIVITIES		
Payments on technology rights		(39,948)
		(39,948)
CASH FLOWS FROM FINANCING ACTIVITIES		
Advances from related party		121,152
Issuance of common shares		450,000
		571,152
Change in cash for the period		405,968
Cash, beginning of the period		-
Cash, end of the period	$	405,968

Supplemental disclosure with respect to cash flows (Note 14)

The accompanying notes are an integral part of these financial statements.

ENVIROLEACH TECHNOLOGIES INC.
NOTES TO THE FINANCIAL STATEMENTS
(Expressed in Canadian dollars)
From Inception, October 21, 2016 to December 31, 2016

1. Nature and continuance of operations

Enviroleach (the "Company") was incorporated under the Province of Alberta Business Company Act on October 21, 2016 for the purpose of effecting a spin-out of the Leaching Technology Rights of a company with common directors, Iberian Minerals Ltd. ("Iberian"). The Company will develop and market hydrometallurgy solutions to the mining and E-waste sectors.

The Company's registered office is located at 1000, 250 2nd Street SW, Calgary, Alberta T2P 0C1 and its corporate head office is located at 102, 1603 - 91, Edmonton, Alberta T6X 0W8.

The Company has yet to produce revenues and has not yet proven that its product will be commercially viable.

These financial statements have been prepared on the assumption that the Company will continue as a going concern, meaning it will continue in operation for the foreseeable future and will be able to realize assets and discharge liabilities in the ordinary course of operations. For the period from inception to December 31, 2016, the Company incurred a loss of $139,618 and has a working capital deficiency of $74,192. These financial statements do not give effect to any adjustments which would be necessary should the Company be unable to continue as a going concern and thus be required to realize its assets and discharge its liabilities in other than the normal course of business and at amounts different from those reflected in these financial statements.

2. Significant accounting policies

Basis of presentation

These financial statements have been prepared in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board effective as of December 31, 2016.

The financial statements have been prepared on a historical cost basis, except for financial instruments classified at fair value through profit and loss, which are stated at their fair value. In addition, these financial statements have been prepared using the accrual basis of accounting except for cash flow information.

Significant accounting judgments, estimates and assumptions

The preparation of the Company's financial statements in conformity with IFRS requires management to make judgments, estimates and assumptions that affect the reported amounts of assets, liabilities and contingent liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Estimates and assumptions are continuously evaluated and are based on management's experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances. However, actual outcomes can differ from these estimates.

Management must make significant judgments or assessments as to how financial assets and liabilities are categorized.

Significant judgments used in applying accounting policies that have the most significant effect on the amounts recognized in the financial statements are as follows:

2. Significant accounting policies (cont'd)

Basis of presentation (cont'd)

a) Going concern

The assessment of the Company's ability to execute its strategy by funding future working capital requirements involves judgment. Estimates and assumptions are continually evaluated and are based on historical experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances (Note 1).

b) The recoverability and measurement of deferred tax assets and liabilities

Tax interpretations, regulations, and legislation in the various jurisdictions operates are subject to change. The determination of income tax expense and deferred tax involves judgment and estimates as to the future taxable earnings, expected timing of reversals of deferred tax assets and liabilities, and interpretations of laws in the countries in which the Company operates. The Company is subject to assessments by tax authorities who may interpret the tax law differently. Changes in these estimates may materially affect the final amount of deferred taxes or the timing of tax payments.

Foreign currency translation

The Company's reporting currency and the functional currency is the Canadian dollar. The functional currency determinations were conducted through an analysis of the consideration factors identified in IAS 21, The Effects of Changes in Foreign Exchange Rates.

Transactions in foreign currencies are translated at the exchange rate in effect at the date of the transaction. Foreign denominated monetary assets and liabilities are translated to their Canadian dollar equivalents using foreign exchange rates prevailing at the financial position reporting date. Exchange gains or losses arising on foreign currency translation are reflected in loss for the period.

Technology

Technology assets are the costs of acquiring rights to proprietary environmentally-friendly technologies for the concentration and extraction of valuable metals and minerals from mining and environmental waste/reclamation industries. The expected future economic benefits support the carrying value, which will be amortized over its estimated useful life, expected to be 20 years. In addition, the assets will be reviewed at least annually for impairment, which occurs if the discounted expected cash flows are less than the carrying value. See impairment of assets note below.

Provisions

Provisions are recognized when the Company has a present obligation (legal or constructive) that has arisen as a result of a past event and it is probable that a future outflow of resources will be required to settle the obligation, provided that a reliable estimate can be made of the amount of the obligation. Provisions for environmental restoration, legal claims, onerous leases and other onerous commitments are recognized at the best estimate of the expenditure required to settle the Company's liability.

Provisions are measured at the present value of the expenditures expected to be required to settle the obligation using a pre-tax rate that reflects current market assessments of the time value of money and the risk specific to the obligation. An amount equivalent to the discounted provision is capitalized within tangible fixed assets and is depreciated over the useful lives of the related assets. The increase in the provision due to passage of time is recognized as interest expense.

2. Significant accounting policies (cont'd)

Impairment of assets

At the end of each reporting period the carrying amounts of the Company' assets are reviewed to determine whether there is any indication that those assets are impaired. If any such indication exists, the recoverable amount of the asset is estimated in order to determine the extent of the impairment, if any. The recoverable amount is the higher of fair value less costs to sell and value in use. Fair value is determined as the amount that would be obtained from the sale of the asset in an arm's length transaction between knowledgeable and willing parties. In assessing value in use, the estimated future cash flows are discounted to their present value using a discount rate that reflects current market assessments of the time value of money and the risks specific to the asset. If the recoverable amount of an asset is estimated to be less than its carrying amount, the carrying amount of the asset is reduced to its recoverable amount and the impairment loss is recognized in profit or loss for the period. For an asset that does not generate largely independent cash inflows, the recoverable amount is determined for the cash generating unit to which the asset belongs.

Where an impairment subsequently reverses, the carrying amount of the asset (or cash generating unit) is increased to the revised estimate and its recoverable amount, but to an amount that does not exceed the carrying amount that would have been determined had no impairment loss been recognized for the asset (or cash generating unit) in prior years. A reversal of an impairment loss is recognized immediately in profit or loss.

Assets that have an indefinite useful life are not subject to amortization and are tested annually for impairment.

Financial assets

All financial assets are initially recorded at fair value and designated upon inception into one of the following four categories: held to maturity, available for sale, loans and receivables or at fair value through profit or loss ("FVTPL").

Financial assets classified as FVTPL are measured at fair value with unrealized gains and losses recognized through profit and loss. The Company's cash and equivalents and deposits are classified as FVTPL.

Financial assets classified as loans and receivables and held to maturity assets are measured at amortized cost. The Company's receivables are classified as loans and receivables. Financial assets classified as available for sale are measured at fair value with unrealized gains and losses recognized in other comprehensive income and loss except for losses in value that are considered other than temporary which are recognized in earnings. At December 31, 2016 the Company has not classified any financial assets as available for sale.

Transaction costs associated with FVTPL financial assets are expensed as incurred, while transaction costs associated with all other financial assets are included in the initial carrying amount of the asset.

Financial liabilities

All financial liabilities are initially recorded at fair value and designated upon inception as FVTPL or other financial liabilities. At December 31, 2016 the Company has not classified any financial liabilities as FVTPL.

Financial liabilities classified as other financial liabilities are initially recognized at fair value less directly attributable transaction costs. After initial recognition, other financial liabilities are subsequently measured at amortized cost using the effective interest rate method. The effective interest rate method is a method of calculating the amortized cost of a financial liability and of allocating interest expense over the relevant period. The effective interest rate is the rate that discounts estimated future cash payments through the expected life of the financial liability, or, where appropriate, a shorter period. The Company's accounts payable and accrued liabilities, due to related party, and notes payable are classified as other financial liabilities.

2. Significant accounting policies (cont'd)

Related party transactions

Parties are considered to be related if one party has the ability, directly or indirectly, to control the other party or exercise significant influence over the other party in making financial and operating decisions. Related parties may be individuals or corporate entities. A transaction is considered to be a related party transaction when there is a transfer of resources or obligations between related parties.

Share capital

The Company's common shares and share warrants are classified as equity instruments.

Incremental costs directly attributable to the issue of new shares or options are charged directly to share capital.

Income taxes

Current tax is the expected tax payable or receivable on the local taxable income or loss for the year, using local tax rates enacted or substantively enacted at the balance sheet date, and includes any adjustments to tax payable or receivable in respect of previous years.

Deferred income taxes are recorded using the balance sheet liability method whereby deferred tax is recognized in respect of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for taxation purposes. Deferred tax is measured at the tax rates that are expected to be applied to temporary differences when they reverse, based on the laws that have been enacted or substantively enacted by the balance sheet date. Deferred tax is not recognized for temporary differences which arise on the initial recognition of assets or liabilities in a transaction that is not a business combination and that affects neither accounting, nor taxable profit or loss.

A deferred tax asset is recognized for unused tax losses, tax credits and deductible temporary differences, to the extent that it is probable that future taxable profits will be available against which they can be utilized. Deferred tax assets are reviewed at each reporting date and are reduced to the extent that it is no longer probable that the related tax benefit will be realized.

Comprehensive income (loss)

Comprehensive income (loss) consists of net income (loss) and other comprehensive income (loss) and represents the change in shareholders' equity which results from transactions and events from sources other than the Company's shareholders. For the years presented, comprehensive loss was the same as net loss.

Loss per share

The Company presents basic loss per share for its common shares, calculated by dividing the loss attributable to common shareholders of the Company by the weighted average number of common shares outstanding during the period. Diluted loss per share does not adjust the loss attributable to common shareholders or the weighted average number of common shares outstanding when the effect is anti-dilutive.

(Expressed in Canadian dollars)

3. New standards, amendments and interpretations

The Company has not yet begun the process of assessing the impact of other new and amended standards that are effective for annual periods beginning on or after January 1, 2017, will have on its financial statements or whether to early adopt any of the new requirements. The Company does not expect the impact of such changes on the financial statements to be material, although additional disclosure may be required.

4. Accounts receivables

	December 31, 2016
Sales and other taxes receivables	$ 5,769

5. Technology rights acquisition

In December, 2016, the Company entered into two separate agreements to acquire the rights to technologies for the concentration and extraction of valuable metals and minerals. The first agreement was signed on December 13, 2016 in a transaction with Iberian, Mohave County Mining LLP ("Mohave"), and Steve Scott ("Scott"). Under this agreement, the Company is required to make payments to Mohave and Scott in order to effect the transfer of rights as required by an earlier agreement between them and Iberian. The total payments required to be made to Mohave and Scott are as follows:

2,000,000 Enviroleach shares	$ 100,000
Promissory note payable	$ 328,000 ($250,000 US)
Advance royalty payable	$1,312,000 ($1,000,000 US)
Total acquisition price	$1,740,000

The Company is required to issue the 2,000,000 shares by March 1, 2017. As at December 31, 2016 the shares had not been issued and the requirement to issue these shares has been classified as equity and labelled "Obligation to issue shares". Although the agreement stipulates the per share value to be $0.25 US, the cost has been recorded at $.05, as it represents the fair value of the shares issued as the fair value of the contract cannot be estimated reliably.

The promissory note is to be paid as follows:

a) $25,000 US at signing – December 13, 2016
b) $25,000 US by January 30, 2017
c) $200,000 US by June 30, 2017

The $25,000 due at signing was paid and the second $25,000 US payment was made in January, 2017.

The advance royalty payable is based on a payment of 10% of the "Net Profit Available for Distribution" paid quarterly to a maximum of 1,000,000 USD, with a minimum monthly payment of 5,000 USD. The amount is payable irrespective of whether profits are realized. $6,700 ($5,000US) was paid in December, 2016.

(Expressed in Canadian dollars)

5. Technology rights acquisition (Cont'd)

The full rights to the technology are to be acquired for another $3,000,000 in a separate agreement with Iberian, signed December 19, 2016. The price is to be paid as follows:

a) The issue of 28,000,000 common shares valued at $1,400,000 or $0.05 per share, and

b) Cash of $1,600,000. The cash is subject to a note, under which $600,000 is to be repaid within six months and the balance of $1,000,000 within two years. The note bears interest of 5.0% per annum, compounded monthly.

This transaction is subject to the approval of the Company's shareholders and the TSX-V and, accordingly, has not yet been recorded in the accounts.

Amortization will commence once the technology has been legally acquired.

6. Due to related party

Amounts due to related party represent advances owing to Iberian that are unsecured, non-interest bearing and without specified repayment terms.

7. Promissory note payable

The promissory note payable was incurred in the acquisition of technology from Mohave and Scott and is described in Note 5. The note is non-interest bearing, unsecured and due prior to June 1, 2017. The balance outstanding as at December 31, 2016 is $302,108 ($225,000 US.)

8. Advance royalty payable

The advance royalty payable was incurred in the acquisition of technology from Mohave and Scott and is described in Note 5. The debt is non-interest bearing, unsecured and due on a minimum basis as follows:

Note payable of $1,335,987 ($995,000 US).

Current portion – 12 payments of $5,000 US	$ 80,562
Long term portion – balance of $935,000 US	$ 1,255,425

Payment could be accelerated should the Company generate net profits available for distribution, a calculation that takes into account management fees, depreciation, amortization, taxes and reserves.

9. Share Capital

Authorized share capital

Unlimited number of common shares without par value.

9. Share Capital – cont'd

Issued share capital

There are 9,000,000 shares issued and outstanding as at December 31, 2016. The transactions giving rise to these shares during the period from incorporation, October 21, 2016 to December 31, 2016 are as follows:

- On incorporation, October 21, 2016 – 1 share was issued at $1.00.
- On December 13, 2016 – 9,000,000 shares were issued at a price of $0.05 per share.
- On December 13, 2016 – the initial 1 share was returned for cancellation.

There are no options or warrants issued or outstanding as at December 31, 2016.

10. Related party transactions

The Company considers officers and members of the Board of Directors as related parties. The Company's directors receive no compensation for their services but receive reimbursement for out-of-pocket expenses to perform their Board of Directors duties. Key Management costs for the period ended December 31, 2016 was $10,231 and represents salary to the CEO, who is also a director.

11. Commitments

As part of the acquisition of technology right described in Note 5, once shareholder and regulatory approval has been received, the Company will have the following commitments to Iberian:

a) The issue of 28,000,000 common shares valued at $1,400,000 or $0.05 per share, and

b) Cash payment of $1,600,000. The cash is subject to a note, under which $600,000 is to be repaid within six months and the balance of $1,000,000 within two years. The note bears interest of 5.0% per annum, compounded monthly.

12. Management of capital

The Company manages its capital structure and makes adjustments to it, based on the funds available to the Company, in order to pursue the Company's objectives. The Board of Directors does not establish quantitative return on capital criteria for management, but rather relies on the expertise of the Company's management to sustain future development of the business.

In the management of capital, the Company includes its cash balances and components of shareholders' equity. The Company manages the capital structure and makes adjustments to it in light of changes in economic conditions and the risk characteristics of the underlying assets. To maintain or adjust the capital structure, the Company may attempt to issue new shares, issue debt, acquire or adjust the amount of cash and cash equivalents and investments.

At this stage of the Company's development, in order to maximize ongoing development efforts, the Company does not pay out dividends. Management reviews its capital management approach on an ongoing basis and believes that this approach, given the relative size of the Company, is reasonable.

13. Financial risk management

International Financial Reporting Standards 7, Financial Instruments: Disclosures, establishes a fair value hierarchy that reflects the significance of the inputs used in making the measurements. The fair value hierarchy has the following levels:

Level 1 - quoted prices (unadjusted) in active markets for identical assets or liabilities;

Level 2 - inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly (i.e. as prices) or indirectly (i.e. derived from prices); and

Level 3 - inputs for the asset or liability that are not based on observable market data (unobservable inputs).

Cash is classified as Level 1.

As at December 31, 2016, the carrying values of cash, receivables, accounts payable and accrued liabilities and promissory note payable approximate their fair values due to their short terms to maturity. Advance royalty payable is carried at amortized cost.

Financial risks

The Company has exposure to the following risks from its use of financial instruments:

- Credit risk
- Liquidity risk
- Market risk

Credit risk

The Company's credit risk is primarily attributable to cash and receivables. The Company has no significant concentration of credit risk arising from operations. Cash consists of chequing account at reputable financial institution, from which management believes the risk of loss to be remote. Federal deposit insurance covers balances up to $100,000 in Canada. Financial instruments included in receivables consist of amounts due from government agencies. At December 31, 2016, management considers the Company’s exposure to credit risk is minimal.

Liquidity risk

Liquidity risk is the risk that the Company will not be able to meet its financial obligations as they fall due. The Company has a planning and budgeting process in place to help determine the funds required to support the Company’s normal operating requirements on an ongoing basis. The Company ensures that there are sufficient funds to meet its short-term business requirements, considering its anticipated cash flows from operations and its holdings of cash.

As at December 31, 2016, the Company had a cash balance of $405,969 to settle current liabilities of $508,821. Historically, the Company's sole source of funding has been the issuance of equity securities for cash, primarily through private placements and loans from related and other parties. The Company’s access to financing is always uncertain. There can be no assurance of continued access to significant equity funding

13. Financial risk management – cont'd

Market risk

Market risk is the risk of loss that may arise from changes in market factors such as interest rates, foreign exchange rates, and commodity and equity prices.

a) Interest and foreign exchange risk

The Company is subject to normal risks including fluctuations in foreign exchange rates and interest rates. While the Company manages its operations in order to minimize exposure to these risks, it has not entered into any derivatives or contracts to hedge or otherwise mitigate this exposure. At December 31, 2016, the Company was not exposed to significant interest rate risk.

b) Price risk

The Company is exposed to price risk with respect to equity prices. Equity price risk is defined as the potential adverse impact on the Company's earnings due to movements in individual equity prices or general movements in the level of the stock market.. The Company closely monitors individual equity movements, and the stock market to determine the appropriate course of action to be taken by the Company.

14. Supplemental disclosure with respect to cash flows

During the period ended December 31, 2016, the significant non-cash transactions were as follows:

a) The Company issued a note payable of $328,000 ($250,000US) of which $33,248 ($25,000US) was paid during the period. As the note was for the purchase of technology, the payment is included in amounts invested in technology

b) The Company issued a second note payable of $1,312,000 ($1,000,000 US) of which was $6,700 ($5,000US) was paid during the period. As the note was for the purchase of technology, the payment is included in amounts invested in technology

c) During the period, the amount owing, on the above two notes stated in Canadian dollars increased by $38,042 as a result of a decrease in the value of the Canadian dollar compared to the US dollar.

15. Segment information

The Company has one reportable segment, being the development and marketing of hydrometallurgy solutions to the mining and E-waste sectors. The Company operates in the Canadian provinces of British Columbia and Alberta.

(Expressed in Canadian dollars)

16. Income taxes

Income tax reconciliation

The Company's income tax provision differs from that which would be expected from applying the combined effective Canadian federal and provincial income tax rates of 27% to the net loss before income taxes as follows:

	December 31, 2016
Net loss for the period	$ (139,618)
Expected income tax recovery	(38,000)
Benefits from tax loss incurred during the period not recognized	38,000
Income tax recovery	$ -

The significant components of the Company's deferred tax assets and liabilities are as follows:

	December 31, 2016
Non-capital losses	$ 38,000
Unrecognized deferred tax asset	$ 38,000

The significant components of the Company's temporary differences, unused tax credits and unused tax losses that have not been included on the statement of financial position are as follows:

	December 31, 2016	Expiry Range
Temporary Differences		
Cumulative eligible capital	$ 30,000	No expiry date
Non-capital losses available for future periods	$ 140,000	to 2036

SCHEDULE “B”

PRO FORMA FINANCIAL STATEMENTS

Pro Forma Financial Statements

Since Inception to December 31, 2016

(Expressed in Canadian dollars)

(Unaudited – Proforma)

ENVIROLEACH TECHNOLGIES INC.
PROFORMA STATEMENTS OF FINANCIAL POSITION
(Expressed in Canadian dollars)

	Notes	December 31, 2016	December 31, 2015
ASSETS			
Current assets			
Cash and cash equivalents		$ 2,580,968	$ -
Receivables	4	5,769	-
Prepaid expenses and deposits		22,891	-
Total current assets		2,609,628	-
Non-current assets			
Equipment		-	-
Intangible assets	5, 6, 7	4,740,000	-
Total non-current assets		4,740,000	-
TOTAL ASSETS		$ 7,349,628	$ -
LIABILITIES			
Current liabilities			
Accounts payable and accrued liabilities	8	$ 201,714	$ -
Notes payable	9	902,107	-
Total current liabilities		1,103,821	-
Non-Current liabilities			
Accrued liabilities	8	$ 1,255,425	$ -
Notes payable	9	1,000,000	-
Total non-current liabilities		2,255,425	-
TOTAL LIABILIITES		3,359,246	-
EQUITY			
Share capital	10	4,325,000	-
Reserves	11	-	-
Deficit		(334,618)	-
TOTAL EQUITY		3,990,382	-
TOTAL LIABILITIES AND EQUITY		$ 7,349,628	$ -

Nature and continuance of operations (Note 1)
Subsequent event (Note 18)

On behalf of the Board:

"Duane Nelson" Director *"Greg Pendura"* Director

The accompanying notes are an integral part of these financial statements.

ENVIROLEACH TECHNOLOGIES INC.
PROFORMA STATEMENTS OF LOSS AND COMPREHENSIVE LOSS
(Expressed in Canadian dollars)

	Notes	Since Inception to December 31, 2016	Year ended December 31, 2015
Expenses			
Consulting fees		$ 3,875	-
Banking fees		186	-
Investor relations		330	-
Management and employee costs	13	13,936	-
Office and general		8746	-
Professional fees		195,415	-
Testing and supplies		22,444	-
Share-based payments	11	-	-
Transfer agent and filing fees		50,000	-
Travel		1,516	-
		96,448	-
Loss before other items		-	-
Other items			
Interest and other income		-	-
Foreign exchange gain (loss)		(38,170)	-
Income (loss) and comprehensive income (loss) for the period		(334,618)	-
Basic and diluted income (loss) per common share	12	$ (0.00)	$ 0.00
Weighted average number of common shares outstanding		49,000,000	-

The accompanying notes are an integral part of these financial statements.

ENVIROLEACH TECHNOLOGIES INC.
PROFORMA STATEMENTS OF CHANGES IN EQUIITY
(Expressed in Canadian dollars - Unaudited)

	Share Capital					
	Number of Shares	Amount	Reserves	Subscription Advances	Deficit	Total
Balance at December 31, 2014	-	-	-	-	-	-
Seed capital	9,000,000	450,000	-	-	-	450,000
IP transfer agreement	2,000,000	100,000	-	-	-	100,000
IML asset purchase	28,000,000	1,400,000	-	-	-	1,400,000
Private placement	10,000,000	2,500,000	-	-	-	2,500,000
Share issuance costs	-	(125,000)	-	-	-	(125,000)
Share-based payments	-	-	-	-	-	-
Comprehensive income for the period	-	-	-	-	(334,598)	(334,598)
Balance at December 31, 2015	49,000,000	$ 4,325,000	$ -	$ -	$ (334,598)	$ 3,990,402

The accompanying notes are an integral part of these financial statements.

ENVIROLEACH TECHNOLOGIES INC.

PROFORMA STATEMENTS OF CASH FLOWS
(Expressed in Canadian dollars)

	Since Inception to December 31, 2016	Year ended December 31, 2015
CASH FLOWS FROM OPERATING ACTIVITIES		
Gain (loss) for the period	$ (334,618)	$ -
Items not affecting cash:		
Share-based payments	-	-
Foreign exchange	38,042	-
Changes in non-cash working capital items:		
Receivables	(5,769)	-
Prepaids	(22,891)	-
Accounts payable and accrued liabilities	1,426,452	-
	1,101,216	-
CASH FLOWS FROM INVESTING ACTIVITIES		
Acquisition of subsidiaries	-	-
Expenditure on assets	(4,740,000)	-
	(4,740,000)	-
CASH FLOWS FROM FINANCING ACTIVITIES		
Issuance of share capital	4,450,000	-
Share issuance costs	(125,000)	-
Note payable issuance	1,928,000	-
Loan Repayments	(33,248)	-
Exercise of warrants	-	-
	6,219,752	-
Change in cash for the period	2,580,968	-
Cash, beginning of the period	-	-
Cash, end of the period	$ 2,580,968	$ -

Supplemental disclosure with respect to cash flows (Note 17)

The accompanying notes are an integral part of these financial statements.

ENVIROLEACH TECHNOLOGIES INC.
NOTES TO THE PROFORMA CONSOIDATED FINANCIAL STATEMENTS
(Expressed in Canadian dollars)
Since Inception to December 31, 2016

1. Nature and continuance of operations

Enviroleach (the "Company") was incorporated under the ABCA on October 21, 2016 for the purpose of effecting a spin-out of the Leaching Technology Rights. The company will develop and market hydrometallurgy solutions to the mining and E-waste sectors.

ETI's registered office is located at 1000, 250 2nd Street, Calgary, Alberta T2P 0C1 and its corporate head office is located at 102, 1603 - 91, Edmonton, Alberta T6X 0W8.

The Company has yet to produce revenues and has not yet proven that its product will be commercially viable.

These financial statements have been prepared on the assumption that the Company will continue as a going concern, meaning it will continue in operation for the foreseeable future and will be able to realize assets and discharge liabilities in the ordinary course of operations. These financial statements do not give effect to any adjustments which would be necessary should the Company be unable to continue as a going concern and thus be required to realize its assets and discharge its liabilities in other than the normal course of business and at amounts different from those reflected in these financial statements.

2. Significant accounting policies

Basis of presentation

These financial statements have been prepared in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board effective as of December 31, 2016.

The financial statements have been prepared on a historical cost basis, except for financial instruments classified at fair value through profit and loss, which are stated at their fair value. In addition, these financial statements have been prepared using the accrual basis of accounting except for cash flow information.

Basis of consolidation

The financial statements include, the assets, liabilities, revenues and expenses and expenses of the Company.

Subsidiary is an entity controlled by the Company. Control exists when the Company has the power to, directly or indirectly govern the financial and operating policies of an entity to obtain benefits from its activities. In assessing control, potential voting rights that are currently exercisable or convertible are considered in the assessment of whether control exists. Subsidiary is fully consolidated from the date on which control is transferred to the Company. It is deconsolidated from the date on which control ceases.

All inter-company balances and transactions, including unrealized income and expenses arising from inter-company transactions, are eliminated on consolidation.

2. Significant accounting policies (cont'd)

Significant accounting judgments, estimates and assumptions

The preparation of the Company's financial statements in conformity with IFRS requires management to make judgments, estimates and assumptions that affect the reported amounts of assets, liabilities and contingent liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Estimates and assumptions are continuously evaluated and are based on management's experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances. However, actual outcomes can differ from these estimates.

Significant estimates used in applying accounting policies that have the most significant effect on the amount recognized in the financial statements:

The inputs used in the Black Scholes valuation model (volatility; interest rate; expected life and dividend yield) and forfeiture rates in accounting for share based payment transactions.

Estimating the fair value of granted stock options, warrants issued for finders' fees and the warrant liability required determining the most appropriate valuation model which is dependent on the terms and conditions of the grant. The estimate of share based compensation also requires determining the most appropriate inputs to the valuation model including the dividend yield, and estimating the forfeiture rate for options with vesting conditions.

Management must also make significant judgments or assessments as to how financial assets and liabilities are categorized.

Significant judgments used in applying accounting policies that have the most significant effect on the amounts recognized in the financial statements are as follows:

a) Going concern

The assessment of the Company's ability to execute its strategy by funding future working capital requirements involves judgment. Estimates and assumptions are continually evaluated and are based on historical experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances (Note 1).

b) The estimated useful lives and residual value of property, plant and equipment

Equipment is depreciated over its useful life. Estimated useful lives are determined based on current facts and past management experience, and take into consideration the anticipated physical life of the asset, the potential for technology obsolescence and regulations.

c) The recoverability and measurement of deferred tax assets and liabilities

Tax interpretations, regulations, and legislation in the various jurisdictions operates are subject to change. The determination of income tax expense and deferred tax involves judgment and estimates as to the future taxable earnings, expected timing of reversals of deferred tax assets and liabilities, and interpretations of laws in the countries in which the Company operates. The Company is subject to assessments by tax authorities who may interpret the tax law differently. Changes in these estimates may materially affect the final amount of deferred taxes or the timing of tax payments.

ENVIROLEACH TECHNOLOGIES INC.
NOTES TO THE PROFORMA CONSOIDATED FINANCIAL STATEMENTS
(Expressed in Canadian dollars)
Since Inception to December 31, 2016

2. Significant accounting policies (cont'd)

d) The categorization of joint arrangements as to joint operations or joint venture

The classification of joint arrangements depends upon an analysis of the terms of the joint arrangement and whether joint control exists and the rights and obligations of the parties as to asset ownership and revenue allocation.

Foreign currency translation

The Company's reporting currency and the functional currency is the Canadian dollar. The functional currency determinations were conducted through an analysis of the consideration factors identified in IAS 21, The Effects of Changes in Foreign Exchange Rates.

Transactions in foreign currencies are translated at the exchange rate in effect at the date of the transaction. Foreign denominated monetary assets and liabilities are translated to their Canadian dollar equivalents using foreign exchange rates prevailing at the financial position reporting date. Exchange gains or losses arising on foreign currency translation are reflected in loss for the period.

Provisions

Provisions are recognized when the Company has a present obligation (legal or constructive) that has arisen as a result of a past event and it is probable that a future outflow of resources will be required to settle the obligation, provided that a reliable estimate can be made of the amount of the obligation. Provisions for environmental restoration, legal claims, onerous leases and other onerous commitments are recognized at the best estimate of the expenditure required to settle the Company's liability.

Provisions are measured at the present value of the expenditures expected to be required to settle the obligation using a pre-tax rate that reflects current market assessments of the time value of money and the risk specific to the obligation. An amount equivalent to the discounted provision is capitalized within tangible fixed assets and is depreciated over the useful lives of the related assets. The increase in the provision due to passage of time is recognized as interest expense.

Impairment of assets

At the end of each reporting period the carrying amounts of the Company' assets are reviewed to determine whether there is any indication that those assets are impaired. If any such indication exists, the recoverable amount of the asset is estimated in order to determine the extent of the impairment, if any. The recoverable amount is the higher of fair value less costs to sell and value in use. Fair value is determined as the amount that would be obtained from the sale of the asset in an arm's length transaction between knowledgeable and willing parties. In assessing value in use, the estimated future cash flows are discounted to their present value using a discount rate that reflects current market assessments of the time value of money and the risks specific to the asset. If the recoverable amount of an asset is estimated to be less than its carrying amount, the carrying amount of the asset is reduced to its recoverable amount and the impairment loss is recognized in profit or loss for the period. For an asset that does not generate largely independent cash inflows, the recoverable amount is determined for the cash generating unit to which the asset belongs.

Where an impairment subsequently reverses, the carrying amount of the asset (or cash generating unit) is increased to the revised estimate and its recoverable amount, but to an amount that does not exceed the carrying amount that would have been determined had no impairment loss been recognized for the asset (or cash generating unit) in prior years. A reversal of an impairment loss is recognized immediately in profit or loss.

Assets that have an indefinite useful life are not subject to amortization and are tested annually for impairment.

2. Significant accounting policies (cont'd)

Financial assets

All financial assets are initially recorded at fair value and designated upon inception into one of the following four categories: held to maturity, available for sale, loans and receivables or at fair value through profit or loss ("FVTPL").

Financial assets classified as FVTPL are measured at fair value with unrealized gains and losses recognized through profit and loss. The Company's cash and equivalents and deposits are classified as FVTPL.

Financial assets classified as loans and receivables and held to maturity assets are measured at amortized cost. The Company's receivables are classified as loans and receivables. Financial assets classified as available for sale are measured at fair value with unrealized gains and losses recognized in other comprehensive income and loss except for losses in value that are considered other than temporary which are recognized in earnings. At December 31, 2016 and 2015, the Company has not classified any financial assets as available for sale.

Transaction costs associated with FVTPL financial assets are expensed as incurred, while transaction costs associated with all other financial assets are included in the initial carrying amount of the asset.

Financial liabilities

All financial liabilities are initially recorded at fair value and designated upon inception as FVTPL or other financial liabilities. At December 31, 2016 and 2015, the Company has not classified any financial liabilities as FVTPL.

Financial liabilities classified as other financial liabilities are initially recognized at fair value less directly attributable transaction costs. After initial recognition, other financial liabilities are subsequently measured at amortized cost using the effective interest rate method. The effective interest rate method is a method of calculating the amortized cost of a financial liability and of allocating interest expense over the relevant period. The effective interest rate is the rate that discounts estimated future cash payments through the expected life of the financial liability, or, where appropriate, a shorter period. The Company's accounts payable and accrued liabilities, deposit on share purchase, and notes payable are classified as other financial liabilities.

Financial liabilities classified as FVTPL include financial liabilities held for trading and financial liabilities designated upon initial recognition as FVTPL. Derivatives, including separated embedded derivatives are also classified as held for trading and recognized at fair value with changes in fair value recognized in earnings unless they are designated as effective hedging instruments. Fair value changes on financial liabilities classified as FVTPL are recognized in earnings. The Company's cash is classified as FVTPL.

Related party transactions

Parties are considered to be related if one party has the ability, directly or indirectly, to control the other party or exercise significant influence over the other party in making financial and operating decisions. Related parties may be individuals or corporate entities. A transaction is considered to be a related party transaction when there is a transfer of resources or obligations between related parties.

Share capital

The Company's common shares and share warrants are classified as equity instruments.

Incremental costs directly attributable to the issue of new shares or options are charged directly to share capital.

2. Significant accounting policies (cont'd)

Share-based payments

The stock option plan allows Company employees and consultants to acquire shares of the Company. The fair value of options granted is recognized as a share-based payment expense with a corresponding increase in equity. An individual is classified as an employee when the individual is an employee for legal or tax purposes (direct employee) or provides services similar to those performed by a direct employee. Consideration paid on the exercise of stock options is credited to share capital and the fair value of the options is reclassified from reserves to share capital.

The fair value is measured at grant date and each tranche is recognized over the period during which the options vest. The fair value of the options granted is measured using the Black-Scholes option pricing model taking into account the terms and conditions upon which the options were granted. At each financial position reporting date, the amount recognized as an expense is adjusted to reflect the number of stock options that are expected to vest.

Where equity instruments are granted to employees, they are recorded at the fair value of the equity instrument granted at the grant date. The grant date fair value is recognized in the statement of loss over the vesting period, described as the period during which all the vesting conditions are to be satisfied.

Where equity instruments are granted to non-employees, they are recorded at the fair value of the goods or services received in the statement of loss, unless they are related to the issuance of shares. Amounts related to the issuance of shares are recorded as a reduction of share capital.

When the value of goods or services received in exchange for the share-based payment cannot be reliably estimated, the fair value is measured by use of a valuation model. The expected life used in the model is adjusted, based on management's best estimate, for the effects of non-transferability, exercise restrictions, and behavioral considerations.

Income taxes

Current tax is the expected tax payable or receivable on the local taxable income or loss for the year, using local tax rates enacted or substantively enacted at the balance sheet date, and includes any adjustments to tax payable or receivable in respect of previous years.

Deferred income taxes are recorded using the balance sheet liability method whereby deferred tax is recognized in respect of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for taxation purposes. Deferred tax is measured at the tax rates that are expected to be applied to temporary differences when they reverse, based on the laws that have been enacted or substantively enacted by the balance sheet date. Deferred tax is not recognized for temporary differences which arise on the initial recognition of assets or liabilities in a transaction that is not a business combination and that affects neither accounting, nor taxable profit or loss.

A deferred tax asset is recognized for unused tax losses, tax credits and deductible temporary differences, to the extent that it is probable that future taxable profits will be available against which they can be utilized. Deferred tax assets are reviewed at each reporting date and are reduced to the extent that it is no longer probable that the related tax benefit will be realized.

Comprehensive income (loss)

Comprehensive income (loss) consists of net income (loss) and other comprehensive income (loss) and represents the change in shareholders' equity which results from transactions and events from sources other than the Company's shareholders. For the years presented, comprehensive loss was the same as net loss.

(Expressed in Canadian dollars)

2. Significant accounting policies (cont'd)

Loss per share

The Company presents basic loss per share for its common shares, calculated by dividing the loss attributable to common shareholders of the Company by the weighted average number of common shares outstanding during the period. Diluted loss per share does not adjust the loss attributable to common shareholders or the weighted average number of common shares outstanding when the effect is anti-dilutive.

3. New standards, amendments and interpretations

The following new standards were adopted during the year:

IAS 16 & IAS 38 – Classification of Acceptable Methods of Depreciation and Amortization clarifies that the use of a revenue-based depreciation and amortization method is not appropriated, and provides a rebuttable presumption for intangible assets. The effective date of IAS 16 & IAS 38 is January 1, 2016.

The Company has not yet begun the process of assessing the impact of other new and amended standards that are effective for annual periods beginning on or after January 1, 2017, will have on its financial statements or whether to early adopt any of the new requirements. The Company does not expect the impact of such changes on the financial statements to be material, although additional disclosure may be required.

4. Receivables

	December 31, 2016	December 31, 2015
Sales and other taxes receivables	$ 5,769	$ -

5. Technology rights acquisition

The rights to the technology was acquired in two separate transactions with Iberian Minerals Ltd., Mohave County Mining LLP, and Steve Scott. The total purchase price included:

30,000,000 Enviroleach shares	$1,500,000
Notes payable	$1,928,000 (includes 250,000 in USD)
Net Profit Payments	$1,312,000 (1,000,000 USD)
Total acquisition price	$4,740,000

The Net Profit payable is based on a payment of 10% of the Net Profit Available for Distribution paid quarterly to a maximum of 1,000,000 USD, with a minimum monthly payment of 5,000 USD.

(Expressed in Canadian dollars)

6. Intangible assets

	Technology
Costs	
Opening Balance	-
Additions	4,740,000
Transfers	
Disposals	
Closing Balance	4,740,000
Depreciation	
Opening Balance	-
Current	-
Disposals	
Closing Balance	-
Net Book Value	4,740,000

7. Intangible assets

The technology costs represent the cost of the intangible assets acquired in the asset purchase agreement with Iberian Minerals Ltd. and the Consent to Assignment and Technology Transfer Agreement with Mohave County Mining LLC, Steve Scott, and Iberian Minerals Ltd. The asset will be amortized over its expected useful life of 20 years, which has expected cash flow accruing to the Company from the business of operating the mineral extraction equipment**.**

8. Accounts payables and accrued liabilities

	December 31, 2016	December 31, 2015
Accounts payables	$ 121,152	$ -
Accrued liabilities	1,335,987	-
	$ 1,457,139	$ -

9. Notes payable

The Notes payable of $1,902,108 are Notes of $1,600,000 to Iberian Minerals Ltd. and are non-interest bearing, unsecured and have no fixed term of repayment but all must be repaid prior to 2 years after issuing. Certain levels of excess cash will accelerate the repayment terms. Notes of $302,108 to Mohave County Mining LLC and Steve Scott and are non-interest bearing, unsecured and have no fixed term of repayment but all must be repaid prior to June 1 2017.

ENVIROLEACH TECHNOLOGIES INC.
NOTES TO THE PROFORMA CONSOIDATED FINANCIAL STATEMENTS
(Expressed in Canadian dollars)
Since Inception to December 31, 2016

10. Share capital

Authorized share capital

Unlimited number of common shares without par value.

Issued share capital

At December 31, 2016, there were 49,000,000 issued and fully paid common shares (December 31, 2015- nil).

Please refer to the Consolidated Statements of Changes in Equity for a summary of changes in share capital and reserves for the period ended December 31, 2016. Reserves relate to stock options, agent's unit options, and compensatory warrants that have been issued by the Company.

Private placements

For the nine months ended December 31, 2016

There was an initial private placement of 9,000,000 shares at a price of $0.05

Iberian Minerals ltd. was issued 28,000,000 shares at a deemed price of $0.05 as partial payment for the leaching technology rights

Mohave County Mining LLC and Steve Scott were issued 2,000,000 shares at a deemed price of $0.05 as partial payment for the leaching technology rights

There was a private placement of 10,000,000 shares at a price of $0.25

Warrants

In conjunction with the 10,000,000 shares issued there were 10,000,000 warrants issued with a price of $0.50 and an expiry of two years from issue date.

Options

There are no options issued or outstanding

ENVIROLEACH TECHNOLOGIES INC.
NOTES TO THE PROFORMA CONSOIDATED FINANCIAL STATEMENTS
(Expressed in Canadian dollars)
Since Inception to December 31, 2016

11. Share Based Payments

Stock options

The Company follows the policies of the TSX Venture Exchange, under which it is authorized to grant options to executive officers and directors, employees and consultants enabling them to acquire up to 10% of the issued and outstanding common shares of the Company. The exercise price of each option equals the market price of the Company's common shares as calculated on the date of grant. The options can be granted for a maximum term of 5 years. The vesting period for all options is at the discretion of the board of directors.

There have been no options issued by the company.

Reserves

The reserves record items recognized as share-based payments expense until such time that the stock options are exercised, at which time the corresponding amount will be transferred to share capital. If the options expire unexercised, the amount recorded is transferred to deficit.

10. Basic and diluted loss per share

The calculation of basic and diluted loss per share for the period ended December 31, 2016 was based on the loss attributable to common shareholders of $(334,598) (2015 – income of $nil) and the weighted average number of common shares outstanding of 49,000,000 (2015 – nil).

Diluted loss per share did not include the effect of 10,000,000 share purchase warrants as the effect would be anti-dilutive.

11. Related Parties

The Company has identified the named executive officers as key management personnel to the Company in addition to the members of the Board of Directors. The Company's directors receive no compensation for their services but do receive reimbursement of out-of-pocket expenses to perform their Board of Directors duties. Key Management costs for the period ended December 31, 2016 was $10,231 (2015 - $nil).

13. Management of capital

The Company manages its capital structure and makes adjustments to it, based on the funds available to the Company, in order to support the acquisition, exploration and development of mineral properties. The Board of Directors does not establish quantitative return on capital criteria for management, but rather relies on the expertise of the Company's management to sustain future development of the business.

The Company's objectives when managing capital are to safeguard the Company's ability to continue as a going concern in order to pursue the exploration and development of its exploration and evaluation assets, acquire additional mineral property interests and to maintain a flexible capital structure which optimizes the costs of capital at an acceptable risk. In the management of capital, the Company includes its cash balances and components of shareholders' equity. The Company manages the capital structure and makes adjustments to it in light of changes in economic conditions and the risk characteristics of the underlying assets. To maintain or adjust the capital structure, the Company may attempt to issue new shares, issue debt, acquire or adjust the amount of cash and cash equivalents and investments.

At this stage of the Company's development, in order to maximize ongoing development efforts, the Company does not pay out dividends. Management reviews its capital management approach on an ongoing basis and believes that this approach, given the relative size of the Company, is reasonable.

There were no changes in the Company's approach to capital management during the nine months December 31, 2016. The Company is not subject to externally imposed capital requirements.

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There were no changes in the Company's approach to capital management during the nine months December 31, 2016. The Company is not subject to externally imposed capital requirements.

15. Financial risk management

International Financial Reporting Standards 7, Financial Instruments: Disclosures, establishes a fair value hierarchy that reflects the significance of the inputs used in making the measurements. The fair value hierarchy has the following levels:

Level 1 - quoted prices (unadjusted) in active markets for identical assets or liabilities;

Level 2 - inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly (i.e. as prices) or indirectly (i.e. derived from prices); and

Level 3 - inputs for the asset or liability that are not based on observable market data (unobservable inputs).

Cash is classified as Level 1.

As at December 31, 2016, the carrying values of cash, receivables and accounts payable and accrued liabilities approximate their fair values due to their short terms to maturity.

Financial risks

The Company has exposure to the following risks from its use of financial instruments:

- Credit risk
- Liquidity risk
- Market risk

Credit risk

The Company's credit risk is primarily attributable to cash and receivables. The Company has no significant concentration of credit risk arising from operations. Cash consists of chequing account at reputable financial institution, from which management believes the risk of loss to be remote. Federal deposit insurance covers balances up to $100,000 in Canada. Financial instruments included in receivables consist of amounts due from government agencies. The Company limits its exposure to credit loss for cash by placing its cash with high quality financial institution and for receivables by standard credit checks. At December 31, 2016, the Company’s exposure to credit risk is minimal.

Liquidity risk

Liquidity risk is the risk that the Company will not be able to meet its financial obligations as they fall due. The Company has a planning and budgeting process in place to help determine the funds required to support the Company’s normal operating requirements on an ongoing basis. The Company ensures that there are sufficient funds to meet its short-term business requirements, considering its anticipated cash flows from operations and its holdings of cash.

As at December 31, 2016, the Company had a cash balance of $2,580,968 (2015 - $nil) to settle current liabilities of $1,103,821 (2015 - $nil).

Historically, the Company's sole source of funding has been the issuance of equity securities for cash, primarily through private placements and loans from related and other parties. The Company’s access to financing is always uncertain. There can be no assurance of continued access to significant equity funding

16. Financial risk management (cont'd)

Market risk

Market risk is the risk of loss that may arise from changes in market factors such as interest rates, foreign exchange rates, and commodity and equity prices.

a) Interest and foreign exchange risk

The Company is subject to normal risks including fluctuations in foreign exchange rates and interest rates. While the Company manages its operations in order to minimize exposure to these risks, it has not entered into any derivatives or contracts to hedge or otherwise mitigate this exposure. At December 31, 2015, the Company was not exposed to significant interest rate risk.

b) Price risk

The Company is exposed to price risk with respect to commodity and equity prices. Equity price risk is defined as the potential adverse impact on the Company's earnings due to movements in individual equity prices or general movements in the level of the stock market. Commodity price risk is defined as the potential adverse impact on earnings and economic value due to commodity price movements and volatilities. The Company closely monitors commodity, individual equity movements, and the stock market to determine the appropriate course of action to be taken by the Company.

17. Supplemental disclosure with respect to cash flows

During the twelve months ended December 31, 2016, there were no significant non-cash transactions

During the twelve months ended December 31, 2015, there were no significant non-cash transactions

13. Segmented information

The company has no segments for its business to report on.

14. Subsequent event

No subsequent events occurred after the end of the quarter.

SCHEDULE “C”

MANAGEMENT DISCUSSION AND ANALYSIS

Enviroleach

MANAGEMENT'S DISCUSSION & ANALYSIS
DECEMBER 31, 2016

Introduction and Background

The Management's Discussion & Analysis is a discussion and assessment of the results to date and future prospects of Enviroleach Technologies Inc. ("Enviroleach" or the "Company"). The information provided herein should be read in conjunction with the Company's audited financial statements for the year ended December 31, 2016 and related notes attached thereto, which have been prepared in accordance with International Financial Reporting Standards ("IFRS"). Except as otherwise disclosed, all dollar figures in this report are stated in Canadian dollars. The effective date of this report is January 27, 2016

Statements in this report that are not historical facts are forward-looking statements involving known and unknown risks and uncertainties, which could cause actual results to vary considerably from these statements. Readers are cautioned not to put undue reliance on forward-looking statements. See "Forward-Looking Information and Statements" herein.

Enviroleach was incorporated under the ABCA on October 21, 2016 for the purpose of effecting a spin-out of the Leaching Technology Rights. The company will develop and market hydrometallurgy solutions to the mining and E-waste sectors.

The partial rights to the technology was acquired in a transaction with Iberian Minerals Ltd., Mohave County Mining LLP, and Steve Scott. The total purchase price included:

2,000,000 Enviroleach shares	$100,000
Notes payable	$328,000 (250,000 in USD)
Net Profit Payments	$1,312,000 (1,000,000 USD)
Total acquisition price	$1,740,000

The Net Profit payable is based on a payment of 10% of the Net Profit Available for Distribution paid quarterly to a maximum of 1,000,000 USD, with a minimum monthly payment of 5,000 USD.

A second transaction for the remaining rights to the technology must still be approved by the shareholders of Iberian Minerals Ltd. and would include paying $1,600,000 as a note payable and issuing 28,000,000 Enviroleach shares to Iberian.

A patent application has been accepted for the product by the US Patent and Trademark Office.

Using the proprietary formula and process, Enviroleach extracts precious metals from the host material in a safe, environmentally friendly and sustainable fashion. The company's primary target industry sectors are the Mining Sector for the treatment of ores, concentrates, and tailings and the E-waste management sector for the treatment of electronic waste streams.

The product is aimed at industry participants seeking an effective and safe alternative to cyanide and acid based solutions. The characteristics of the Enviroleach product creates very strong differentiation in the marketplace and provides unique positioning. The pending patents combined with the customization required for site optimization create significant barriers for competitors to overcome.

Enviroleach is planning an additional private placement in conjunction with listing on the TSX Venture exchange to provide the working capital required to execute the corporate growth plan.

Selected Annual Financial Information

	December 31, 2016	December 31, 2015	December 31, 2014
Revenues from continuing operations	$ -	$ -	$ -
Loss and comprehensive loss	(139,618)	-	-
Loss per share - basic and diluted	(0.06)	-	-
Total assets	2,174,628	-	-
Total liabilities	1,764,246	-	-
Working capital (deficiency)	(74,193)	-	-

Summary of Quarterly Results

The following financial data is selected information for the Company for the eight most recently completed financial quarters:

	Dec 31, 2016	Sept 30, 2016	Jun 30, 2016	Mar 31, 2016	Dec 31, 2015	Sept 30, 2015	Jun 30, 2015	Mar 31, 2015
Total revenue	$ Nil	$ Nil	$ Nil	$ Nil	$ Nil	$ Nil	$ Nil	$ Nil
Income (loss) for the period	(139,618)	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Income (loss) per share (basic & diluted)	(0.06)	Nil	Nil	Nil	Nil	Nil	Nil	Nil

Results of Operations

This review of the results of operations should be read in conjunction with the condensed interim financial statements for the year ended December 31, 2016:

Financial results

The Company had no operating revenue for the years ended December 31, 2016. For the period ended December 31, 2016, the Company incurred a net loss of $139,618 ($0.06 loss per share). The company expenses primarily related to the start-up of the corporation, the continuing development of the leaching product, and general and administration costs. Start-up costs included $50,415 for professional fees and $330 for investor relations. Development costs included $22,444 for testing and supplies. G&A included $28,589 for management, consulting, and office costs.

Foreign exchange loss was $38,170 for the year ended December 31, 2016, the exchange rate loss is due to fluctuations in the foreign exchange rate between the Canadian dollar and the US dollar.

There were no comparable costs in 2015 due to having no operations prior to October 21, 2016.

Fourth Quarter – Results of Operations

The results of the fourth quarter are the same as the annual results as the company commenced operations in the fourth quarter.

Liquidity and Capital Resources

At December 31, 2016, the Company's cash position was $405,968 and the working capital deficiency was $74,193.

The company purchased the rights to the technology for $1,740,000 that was financed through issuing company shares ($100,000), and notes payable ($1,640,000). During the period the notes payable was partially paid ($39,948).

$450,000 was raised in a seed capital round to provide the required funds to start-up the company.

The company's operating activities were primarily funded by Iberian Minerals Ltd. to whom is owed $121,152 represented as due to related parties.

The Company is in the development phase and is not generating revenue as yet, it is expected that the working capital balance will follow a cycle of reduction and replenishment. Management currently follows a policy of raising only sufficient capital to carry out its near-term plans. This policy is meant to minimize dilution of shareholders' positions by raising capital when the stock price is at higher levels.

The company is in the process of raising additional equity funds to offset the short fall and provide additional working capital to fund the growth of the company.

Transactions with Related Parties

The Company entered into the following transactions with related parties:

Key management personnel compensation

	Year ended	
	December 31,2016	December 31,2015
Employee benefits- management	$ 10,231	$ -
Employee benefits - directors	-	-
Share-based payments - officers	-	-
Share-based payments - directors	-	-
Total	$ 10,231	$ -

These transactions were in the normal course of operations and were measured at the exchange amount which is the amount of consideration established and agreed to by the related parties.

Related party balances

The company owes $121,152 to Iberian Minerals Ltd. who share a common management team and directors.

Changes in Accounting Policies Including Initial Adoption

Future Accounting Pronouncements

A number of new standards, amendments to standards and interpretations, described in the notes to the condensed interim consolidated financial statements, are not yet effective as of the date of this report, and were not applied in preparing the condensed interim consolidated financial statements. The Company is currently assessing the impact that these standards will have on the condensed interim consolidated financial statements.

Financial Risk Management

International Financial Reporting Standards 7, *Financial Instruments: Disclosures*, establishes a fair value hierarchy that reflects the significance of the inputs used in making the measurements.

At December 31, 2016, the carrying values of cash, receivables and accounts payable and accrued liabilities approximate their fair values due to their short terms to maturity.

Financial risks

The Company has exposure to the following risks from its use of financial instruments:

- Credit risk
- Liquidity risk
- Market risk

Credit risk

The Company's credit risk is primarily attributable to cash and receivables. The Company has no significant concentration of credit risk arising from operations. Cash consists of chequing account at reputable financial institution, from which management believes the risk of loss to be remote. Federal deposit insurance covers balances up to $100,000 in Canada. Financial instruments included in receivables consist of amounts due from government agencies. The Company limits its exposure to credit loss for cash by placing its cash with high quality financial institution and for receivables by standard credit checks. At December 31, 2016, the Company's exposure to credit risk is minimal.

Liquidity risk

Liquidity risk is the risk that the Company will not be able to meet its financial obligations as they fall due. The Company has a planning and budgeting process in place to help determine the funds required to support the Company's normal operating requirements on an ongoing basis.

As at December 31, 2016, the Company had a cash balance of $405,968 to settle current liabilities of $508,821. The Company has is in the process of raising additional capital to provide the funding for operation and growth of the company.

Historically, the Company's sole source of funding has been the issuance of equity securities for cash, primarily through private placements and loans from related and other parties. The Company's access to financing is always uncertain. There can be no assurance of continued access to significant equity funding

Market risk

Market risk is the risk of loss that may arise from changes in market factors such as interest rates, foreign exchange rates, and commodity and equity prices.

a) Interest and foreign exchange risk

The Company is subject to normal risks including fluctuations in foreign exchange rates and interest rates. While the Company manages its operations in order to minimize exposure to these risks, it has not entered into any derivatives or contracts to hedge or otherwise mitigate this exposure. At December 31, 2016, the Company was not exposed to significant interest rate risk.

Financial assets

The company had no assets dominated in foreign currency.

Financial liabilities

The exposure of the Company's financial liabilities to currency risk are as follows:

December 31, 2016		USD
Current liabilities	$	508,821
Long term liabilities		1,255425
Total		$1,764,246

Sensitivity analysis

The Company is exposed to foreign currency risk on fluctuations related to notes payable that are denominated in US dollars. As at December 31, 2016, net financial liabilities totalling $1,638,094 were held in US dollars.

Based on the above net exposure as at December 31, 2016 and assuming all other variables remain constant, a 2% depreciation or appreciation of the US dollar against the Canadian dollar would result in an increase or decrease of approximately $32,750 in the Company's income and comprehensive income.

b) Price risk

The Company is exposed to price risk with respect to commodity and equity prices. Equity price risk is defined as the potential adverse impact on the Company's earnings due to movements in individual equity prices or general movements in the level of the stock market. Commodity price risk is defined as the potential adverse impact on earnings and economic value due to commodity price movements and volatilities. The Company closely monitors commodity, individual equity movements, and the stock market to determine the appropriate course of action to be taken by the Company.

Capital Commitments

The Company had no commitments for property and equipment expenditures for fiscal 2016. The Company expects that any property and equipment expenditures incurred, based on future needs, will be funded from working capital and/or from operating or capital leases.

Proposed Transactions

At the date of this MD&A, there are no disclosable transactions that the board of directors or senior management are aware of.

Critical Accounting Estimates

The preparation of the Company's financial statements in conformity with IFRS requires management to make judgments, estimates and assumptions that affect the reported amounts of assets, liabilities and contingent liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Estimates and assumptions are continuously evaluated and are based on management's experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances. However, actual outcomes can differ from these estimates.

Areas requiring a significant degree of estimation and judgment relate to the recoverability of the carrying value of exploration and evaluation assets, fair value measurements for financial instruments and share-based payments and other equity-based payments,

and the recoverability and measurement of deferred tax assets and liabilities. Actual results may differ from those estimates and judgments.

Outstanding Share Data

Authorized share capital

Unlimited number of common shares without par value.

Common shares

At December 31, 2016 there were 9,000,000 issued and fully paid common shares. . The company is obligated to issue 2,000,000 shares to satisfy the conditions of the technology transfer agreement and will issue an additional 28,000,000 shares when the asset purchase agreement is ratified by the shareholders of Iberian Minerals ltd. All shares have a deemed value of $0.05.

Stock options

At December 31, 2016, there were no stock options outstanding.

Warrants

At December 31, 2016, there were no warrants outstanding.

Off-Balance Sheet Arrangements

The Company has not entered into any off-balance sheet arrangements.

Forward-Looking Information and Statements

This MD&A contains certain forward-looking statements and forward-looking information (collectively referred to herein as "forward-looking statements") within the meaning of applicable Canadian securities laws. All statements other than statements of present or historical fact are forward-looking statements. Forward-looking information is often, but not always, identified by the use of words such as "could", "should", "can", "anticipate", "expect", "believe", "will", "may", "projected", "sustain", "continues", "strategy", "potential", "projects", "grow", "take advantage", "estimate", "well positioned" or similar words suggesting future outcomes. In particular, this MD&A contains forward-looking statements relating to: the future opportunities for the Company; the business strategy of the Company; and the competitive advantage of the Company.

In addition, forward looking statements regarding the Company are based on certain key expectations and assumptions of the Company concerning anticipated financial performance, business prospects, strategies, the sufficiency of budgeted capital expenditures in carrying out planned activities, the availability and cost of services, the ability to obtain financing on acceptable terms, the actual results of exploration projects being equivalent to or better than estimated results in technical reports or prior exploration results, and future costs and expenses being based on historical costs and expenses, adjusted for inflation, all of which are subject to change based on market conditions and potential timing delays. Although management of the Company consider these assumptions to be reasonable based on information currently available to them, these assumptions may prove to be incorrect.

By their very nature, forward looking statements involve inherent risks and uncertainties (both general and specific) and risks that forward looking statements will not be achieved. Undue reliance should not be placed on forward looking statements, as a number of important factors could cause the actual results to differ materially from the Company's beliefs, plans, objectives and expectations, including, among other things: general economic and market factors, including business competition, changes in government regulations or in tax laws; the early stage development of the Company and its projects; general political and social uncertainties; commodity prices; the actual results of current exploration and development or operational activities; changes in project parameters as plans continue to be refined; accidents and other risks inherent in the mining industry; lack of insurance; delay or failure to receive board or regulatory approvals; changes in legislation, including environmental legislation, affecting the Company; timing and availability of external financing on acceptable terms; conclusions of economic evaluations; and lack of qualified, skilled labour or loss of key individuals.

These factors should not be considered exhaustive. Many of these risk factors are beyond the Company's control and each contributes to the possibility that the forward-looking statements will not occur or that actual results, performance or achievements may differ materially from those expressed or implied by such statements. The impact of any one risk, uncertainty or factor on a particular forward-looking statement is not determinable with certainty as these risks, uncertainties and factors are interdependent and management's future course of action depends upon the Company's assessment of all information available at that time.

The forward-looking statements contained herein are expressly qualified in their entirety by this cautionary statement. The forward-looking statements included in this MD&A are made as of the date of this MD&A and the Company does not undertake and is not obligated to publicly update such forward-looking statements to reflect new information, subsequent events or otherwise unless so required by applicable securities laws.