

## Form 62-103F1

### *Required Disclosure under the Early Warning Requirements*

State if this report is filed to amend information disclosed in an earlier report. Indicate the date of the report that is being amended.

Not applicable.

#### **Item 1 – Security and Reporting Issuer**

- 1.1 State the designation of securities to which this report relates and the name and address of the head office of the issuer of the securities.

This report relates to common shares in the capital of the issuer (defined below).

Lakeside Minerals Inc. (the “issuer”)  
77 King Street West, Suite 2905  
Toronto, Ontario M5K 1H1

- 1.2 State the name of the market in which the transaction or other occurrence that triggered the requirement to file this report took place.

Not applicable.

#### **Item 2 – Identity of the Acquiror**

- 2.1 State the name and address of the acquiror.

KW Capital Partners Limited (“**KW Capital**”)  
10 Wanless Ave, Suite 201  
Toronto, Ontario M4N 1V6

- 2.2 State the date of the transaction or other occurrence that triggered the requirement to file this report and briefly describe the transaction or other occurrence.

On May 12, 2017, KW Capital acquired, by way of private placement, 600 units (the “**Units**”) in the principal amount of \$600,000. Each Unit is comprised of one (1) \$1,000 principal amount 12% convertible secured debenture (the “**Debentures**”) and 4,000 common share purchase warrants (“**Warrants**”) exercisable into common shares in the capital of the issuer (“**Common Shares**”) at a price of \$0.325 per Common Share for a period of 24 months after closing. The Debentures are due and payable on May 12, 2019 (the “**Maturity Date**”), are convertible at the option of the holder at any time prior to the Maturity Date into Common Shares at a conversion price of \$0.25 per share (the “**Conversion Price**”) and bear interest at a rate of 12.0% per annum, payable semi-annually in

advance on May 12 and November 12 of each year. The first interest payment was satisfied on closing of the Offering by the issuance of 600,000 Common Shares at a price of \$0.25 per share.

2.3 State the names of any joint actors.

KW Capital Partners Limited, an Ontario corporation, engaged in the business of purchasing securities, its head office is located at 10 Wanless Ave, Suite 201, Toronto, Ontario M4N 1V6.

**Item 3 – Interest in Securities of the Reporting Issuer**

3.1 State the designation and number or principal amount of securities acquired or disposed of that triggered the requirement to file this report and the change in the acquiror's securityholding percentage in the class of securities.

KW Capital acquired \$600,000 of Units by way of private placement. Assuming the conversion of the entire principal amount of the Debenture at the Conversion Price, the Debenture is convertible into 2,400,000 shares, representing a change in KW Capital's securityholding percentage of the issued and outstanding common shares of the issuer of approximately 15.24%, assuming the full exercise of the Warrants underlying the Units and 144,000 interest shares issued to KW Capital on May 12, 2017.

3.2 State whether the acquiror acquired or disposed ownership of, or acquired or ceased to have control over, the securities that triggered the requirement to file this report.

KW Capital acquired ownership of, and control over, the Units.

3.3 If the transaction involved a securities lending arrangement, state that fact.

Not applicable.

3.4 State the designation and number or principal amount of securities and the acquiror's securityholding percentage in the class of securities, immediately before and after the transaction or other occurrence that triggered the requirement to file this report.

Immediately prior to the transaction described herein, KW Capital did not beneficially own or exercised control or direction over any common shares of the issuer nor common share purchase warrants of the issuer.

Immediately after the transaction described herein and assuming the conversion of the entire principal amount of the Debenture at the Conversion Price, KW Capital would beneficially own or exercise control or direction over 2,544,000 common shares of the issuer and 2,400,000 common share purchase warrants of the issuer, representing approximately 15.24% of the issued and outstanding

shares of the issuer, assuming the full exercise of the Warrants that KW Capital beneficially owns or exercises control or direction over.

- 3.5 State the designation and number or principal amount of securities and the acquiror's securityholding percentage in the class of securities referred to in Item 3.4 over which
- (a) the acquiror, either alone or together with any joint actors, has ownership and control,  
  
2,544,000 common shares of the issuer and 2,400,000 common share purchase warrants of the issuer, representing approximately 15.24% of the issued and outstanding shares of the issuer, assuming the conversion of the entire principal amount of the Debenture at the Conversion Price and the full exercise of the Warrants.
  - (b) the acquiror, either alone or together with any joint actors, has ownership but control is held by persons or companies other than the acquiror or any joint actor, and  
  
None.
  - (c) the acquiror, either alone or together with any joint actors, has exclusive or shared control but does not have ownership.  
  
None.
- 3.6 If the acquiror or any of its joint actors has an interest in, or right or obligation associated with, a related financial instrument involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the related financial instrument and its impact on the acquiror's securityholdings.  
  
Not applicable.
- 3.7 If the acquiror or any of its joint actors is a party to a securities lending arrangement involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the arrangement including the duration of the arrangement, the number or principal amount of securities involved and any right to recall the securities or identical securities that have been transferred or lent under the arrangement.  
  
State if the securities lending arrangement is subject to the exception provided in section 5.7 of NI 62-104.  
  
Not applicable.

- 3.8 If the acquiror or any of its joint actors is a party to an agreement, arrangement or understanding that has the effect of altering, directly or indirectly, the acquiror's economic exposure to the security of the class of securities to which this report relates, describe the material terms of the agreement, arrangement or understanding.

Not applicable.

#### **Item 4 – Consideration Paid**

- 4.1 State the value, in Canadian dollars, of any consideration paid or received per security and in total.

The aggregate consideration paid by KW Capital for the Units was \$600,000.

- 4.2 In the case of a transaction or other occurrence that did not take place on a stock exchange or other market that represents a published market for the securities, including an issuance from treasury, disclose the nature and value, in Canadian dollars, of the consideration paid or received by the acquiror.

The aggregate consideration paid by KW Capital for the Units was \$600,000.

- 4.3 If the securities were acquired or disposed of other than by purchase or sale, describe the method of acquisition or disposition.

Not applicable.

#### **Item 5 – Purpose of the Transaction**

State the purpose or purposes of the acquiror and any joint actors for the acquisition or disposition of securities of the reporting issuer. Describe any plans or future intentions which the acquiror and any joint actors may have which relate to or would result in any of the following:

- (a) the acquisition of additional securities of the reporting issuer, or the disposition of securities of the reporting issuer;
- (b) a corporate transaction, such as a merger, reorganization or liquidation, involving the reporting issuer or any of its subsidiaries;
- (c) a sale or transfer of a material amount of the assets of the reporting issuer or any of its subsidiaries;
- (d) a change in the board of directors or management of the reporting issuer, including any plans or intentions to change the number or term of directors or to fill any existing vacancy on the board;

- (e) a material change in the present capitalization or dividend policy of the reporting issuer;
- (f) a material change in the reporting issuer's business or corporate structure;
- (g) a change in the reporting issuer's charter, bylaws or similar instruments or another action which might impede the acquisition of control of the reporting issuer by any person or company;
- (h) a class of securities of the reporting issuer being delisted from, or ceasing to be authorized to be quoted on, a marketplace;
- (i) the issuer ceasing to be a reporting issuer in any jurisdiction of Canada;
- (j) a solicitation of proxies from securityholders;
- (k) an action similar to any of those enumerated above.

The Units were acquired by KW Capital for investment purposes. KW Capital may increase or decrease his investment, directly or indirectly, in securities of the issuer from time to time, depending on market conditions or any other relevant factors.

Except as described herein, as of the date of this report, the acquiror and any joint actor have no plans or future intentions which relate to or would result in any of the items enumerated in (a) through (k) above.

#### **Item 6 – Agreements, Arrangements, Commitments or Understandings With Respect to Securities of the Reporting Issuer**

Describe the material terms of any agreements, arrangements, commitments or understandings between the acquiror and a joint actor and among those persons and any person with respect to securities of the class of securities to which this report relates, including but not limited to the transfer or the voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, guarantees of profits, division of profits or loss, or the giving or withholding of proxies. Include such information for any of the securities that are pledged or otherwise subject to a contingency, the occurrence of which would give another person voting power or investment power over such securities, except that disclosure of standard default and similar provisions contained in loan agreements need not be included.

KW Capital acquired the Units on the terms described in Item 3 pursuant to a private placement subscription agreement with the issuer in reliance on the "accredited investor" exemption from the prospectus requirement contained in section 2.3 of National Instrument 45-106 *Prospectus Exemptions*.

#### **Item 7 – Change in Material Fact**

If applicable, describe any change in a material fact set out in a previous report filed by the acquiror under the early warning requirements or Part 4 in respect of the reporting issuer's securities.

Not applicable.

### **Item 8 – Exemption**

If the acquiror relies on an exemption from requirements in securities legislation applicable to formal bids for the transaction, state the exemption being relied on and describe the facts supporting that reliance.

Not applicable.

### **Item 9 – Certification**

The acquiror must certify that the information in this report is true and complete in every respect. In the case of an agent, the certification is based on the agent's best knowledge, information and belief but the acquiror is still responsible for ensuring that the information filed by the agent is true and complete.

This report must be signed by each person on whose behalf the report is filed or his or her authorized representative.

It is an offence to submit information that, in a material respect and at the time and in the light of the circumstances in which it is submitted, is misleading or untrue.

### **Certificate**

The certificate must state the following:

I, as the acquiror, certify, or I, as the agent filing this report on behalf of an acquiror, certify to the best of my knowledge, information and belief, that the statements made in this report are true and complete in every respect.

May 15, 2017

\_\_\_\_\_  
Date

*"Sruli Weinreb"*

\_\_\_\_\_  
Signature

Sruli Weinreb, President

\_\_\_\_\_  
Name/Title