



**NOTICE OF SPECIAL MEETING OF SHAREHOLDERS
OF
MAXTECH VENTURES INC.
IN REGARD TO AN ARRANGEMENT
BETWEEN
MAXTECH VENTURES INC.,
MAXTECH HOLDINGS CORP.
AND
THE SHAREHOLDERS OF MAXTECH VENTURES INC.**

August 15, 2014



NOTICE OF A SPECIAL MEETING OF SHAREHOLDERS

To: The Shareholders of Maxtech Ventures Inc.

TAKE NOTICE that pursuant to an order of the Supreme Court of British Columbia dated August 15, 2014 a special meeting (the "**Meeting**") of shareholders (the "**Maxtech Shareholders**") of Maxtech Inc. (the "**Company**") will be held at 8338 - 120th Street, Surrey, British Columbia on September 22, 2014 at 10: 30 am. (Vancouver B.C. time), for the following purposes:

1. to consider and, if thought fit, pass, with or without variation, a special resolution approving an arrangement (the "**Plan of Arrangement**") under Division 5 of Part 9 of the *Business Corporations Act* (British Columbia) (the "**Act**") which involves, among other things, the distribution to the Maxtech Shareholders shares of Maxtech Holdings Inc. ("**MHC**"), currently a wholly-owned subsidiary of the Company, all as more fully set forth in the accompanying management information circular (the "**Circular**") of the Company
2. to consider and, if thought fit, pass, with or without variation, an ordinary resolution to approve, ratify and affirm a stock option plan for MHC;
3. to consider and pass with or without variation, a resolution approving a change of name of MHC to a name to be determined by the directors of the Company, at their sole discretion.
4. to transact such other business as may properly come before the Meeting or at any adjournment(s) or postponement(s) thereof.

AND TAKE NOTICE that Maxtech Shareholders who validly dissent from the Arrangement will be entitled to be paid the fair value of their Maxtech Shares subject to strict compliance with the provisions of the interim order (as set forth herein), the Plan of Arrangement and sections 237 to 247 of the Act. The dissent rights are described in Schedule "F" of the Circular. Failure to comply strictly with the requirements set forth in the Plan of Arrangement and sections 237 to 247 of the Act may result in the loss of any right of dissent.

The Circular provides additional information relating to the matters to be dealt with at the Meeting and is deemed to form part of this Notice. Also accompanying this Notice and the Circular is a form of proxy for use at the Meeting. Any adjourned meeting resulting from an adjournment of the Meeting will be held at a time and place to be specified at the Meeting. Only Maxtech Shareholders of record at the close of business on August 15, 2014, will be entitled to receive notice of and vote at the Meeting.

Registered Maxtech Shareholders unable to attend the Meeting are requested to date, sign and return the enclosed form of proxy and deliver it in accordance with the instructions set out in the proxy and in the Circular. If you are a non-registered Maxtech 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 you by your broker or the other intermediary. Failure to do so may result in your shares of the Company not being voted at the Meeting.

Dated at Surrey, British Columbia, this 15 day of August, 2014

BY ORDER OF THE BOARD OF DIRECTORS

"Lucky Janda"

Lucky Janda, CEO/President

FORM 17
(RULES 4-6(1),5-1 (4),5-2 (4),5-4 (1),8-1 (21.1) and (22),
9-4 (1), 12-2 (6), 13-3 (25),16-1 (16.1) and (17),
20-5 (3), 21-5 (4),23-1 (9),23-3 (10) and 23-5 (5))

No. S-146012

Vancouver (Robson Square) Registry

In Supreme Court of British Columbia

Between

MAXTECH VENTURES INC.

Plaintiff

and

MAXTECH HOLDINGS CORP.
and the Shareholders of Maxtech Ventures Inc..

Defendants

REQUISITION - GENERAL

Filed by: Maxtech Ventures Inc.

Required: A hearing of an Application for a final Order approving the Arrangement and for a determination that the terms and conditions of the Arrangement are fair to the Shareholders to be made before the presiding Judge in Chambers at the Courthouse,800 Smithe Street, Vancouver, B.C., on October 10, 2014 at 9:45a.m. (Vancouver time) (the "Final Application");

At the hearing of the Final Application the Court may approve the Arrangement as presented or may approve it subject to such terms and conditions as the Court deems fit.

It is not known whether the matter will be contested and it is estimated that the hearing will take 10 minutes to be heard.

THIS REQUEST FOR A HEARING OF THE FINAL APPLICATION is being brought pursuant to a Petition filed on August 5, 2014 by Maxtech Ventures Inc. (the "Petitioner") in the Supreme Court of British Columbia for approval of a Plan of Arrangement (the "Arrangement"), pursuant to the Business Corporations Act, S.B.C. 2002, Chapter 57,as amended.

AT A HEARING of the Supreme Court of British Columbia on August 15, 2014 the

Interim Order was pronounced whereby the Court has given directions as to the calling of a special meeting of the holders of common shares in the capital of the Petitioner (the "Shareholders"), for the purpose, inter alia, of considering and voting upon the Arrangement and approving the Arrangement. The Interim Order sets the date for the Final Application at October 10, 2014.

ANY SHAREHOLDER affected by the Final Order sought may appear (either in person or by counsel) and make submissions at the hearing of the Final Application if such person has filed with the Court at the Court Registry, 800 Smithe Street, Vancouver, British Columbia a Response in the form prescribed by the Rules of Court of the Supreme Court of British Columbia and delivered a copy of the filed Response, together with all materials on which such person intends to rely at the hearing of the Final Application, including an outline of such person's proposed submissions, to the Petitioner at its address for delivery set out below by or before 10:00 am. (Vancouver time) on October 7, 2014.

The Petitioner's address for delivery is:
8338-120th Street
Surrey, British Columbia V3W 3N4
Attention: Laine Trudeau

ANY SHAREHOLDER WHO WISHES TO BE NOTIFIED OF ANY ADJOURNMENT OF THE FINAL APPLICATION, MUST GIVE NOTICE by filing and delivering the form of "Response" as aforesaid. You may obtain a form of "Response" at www.ag.gov.bc.ca.

IF YOU DO NOT FILE A RESPONSE and attend either in person or by counsel at the time of such hearing, the Court may approve the Arrangement, as presented, or may approve it subject to such terms and conditions as the Court shall deem fit, all without any further notice to you. If the Arrangement is approved, it will significantly affect the rights of the Shareholders.

A copy of the said Petition and other documents in the proceedings will be furnished to any member of the Petitioner upon request in writing addressed to the Petitioner at its address for delivery as set out above.

This requisition is supported by the following:

1. Affidavit #2 of Lucky Janda, made September, 2014.

Date: August 13, 2014.



8338 - 120th Street
Surrey, British Columbia V5E 2M4
Telephone No. (604) 592 6881 / Facsimile No. (604) 592 6882

This Circular is furnished in connection with the solicitation of proxies by management of Maxtech for use at a special meeting of shareholders of the Company to be held on September 22, 2014.

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

NOTICE TO UNITED STATES SHAREHOLDERS

THE SECURITIES ISSUABLE IN CONNECTION WITH THE ARRANGEMENT HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND CSE COMMISSION OR THE SECURITIES REGULATORY AUTHORITY IN ANY STATE, NOR HAS THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES REGULATORY AUTHORITY OF ANY STATE PASSED ON THE ADEQUACY OR ACCURACY OF THIS CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The MHC Shares to be issued under the Arrangement have not been registered under the U.S. Securities Act and are being issued in reliance on the exemption from registration set forth in Section 3(a)(10) thereof on the basis of the approval of the Court as described under "The Arrangement - Resale of New Shares and MHC Shares" in this Circular. The solicitation of proxies is not subject to the requirements of Section 14(a) of the U.S. CSE Act by virtue of an exemption applicable to proxy solicitations by foreign private issuers as defined in Rule 3b4 of the U.S. CSE Act. Accordingly, this Circular has been prepared in accordance with applicable Canadian disclosure requirements. Residents of the United States should be aware that such requirements differ from those of the United States applicable to proxy statements under the U.S. CSE Act.

Information concerning any properties and operations of the Company, including any to be transferred to MHC as part of the Arrangement, has been prepared in accordance with Canadian standards under applicable Canadian securities laws, and may not be comparable to similar information for United States companies.

Financial statements included or incorporated by reference herein have been prepared in accordance with generally accepted accounting principles in Canada and are subject to auditing and auditor independence standards in Canada, and reconciled to accounting principles generally accepted in the United States. Maxtech Shareholders should be aware that the reorganization of the Company pursuant to the Plan of Arrangement as described herein may have tax consequences in both the United States and Canada. Such consequences for Maxtech Shareholders who are resident in or citizens of, the United States may not be described fully herein. See "Income Tax Considerations - Certain Canadian Federal Income Tax Considerations" and "Income Tax Considerations - Certain United States Federal Income Tax Considerations" in this Circular.

The enforcement by Maxtech Shareholders of civil liabilities under the United States federal securities laws may be affected adversely by the fact that Maxtech is incorporated or organized under the laws of a foreign country, that some or all of its officers and directors and the experts named herein are residents of a foreign country and that all of the assets of the Company are located outside the United States.

INFORMATION CONCERNING FORWARDLOOKING STATEMENTS

Except for statements of historical fact contained herein, the information presented in this Circular constitutes "forward looking statements" or "information" (collectively "**statements**"). These statements relate to analyses and other information that are based on forecasts of future results, estimates of amounts not yet determinable and assumptions of management.

In some 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 and information 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 Company or MHC to differ materially from anticipated future results, performance or achievements expressed or implied by such forward-looking statements and information. Factors that could cause actual results to differ materially from those set forth in the forward-looking statements and information include, but are not limited, risks related to our limited operating history and history of no earnings; competition from other real estate investment or development companies; changes to government regulations; dependence on key personnel; general economic conditions; local real estate conditions, including the development of properties in close proximity to the Property or other properties we may acquire; timely sale of newly-developed units or properties; the uncertainties of real estate development and acquisition activity, including the receipt of all necessary permits and approvals MHC may require for development of the Property or other properties MHC may acquire; interest rates; availability of equity and debt financing; increased development costs, including costs of labor, equipment, electricity and environmental compliance or other production inputs; and other risks factors described from time to time in the documents filed by us with applicable securities regulators, including in this Circular under the heading "Risk Factors".

Forward looking statements are made based on management's beliefs, estimates and opinions on the date the statements are made and the Company 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 August 15, 2014, 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 Company.

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 Maxtech 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. Maxtech 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 Schedule "B" and the Plan of Arrangement is attached as Exhibit II to the Arrangement Agreement.

DEFINITIONS

“**Act**” means the Business Corporations Act, of British Columbia, [SBC 2002] Chapter 57, and amendments thereto;

“**Assets**” means the assets of the Company to be transferred to MHC pursuant to the Arrangement, and more particularly set out in the Arrangement Agreement.

“**Beneficial Shareholder**” means a Maxtech Shareholder who is not a Registered Shareholder; “**Board**” means the board of directors of the Company;

“**Business Day**” means a day which is not a Saturday, Sunday or statutory holiday in Surrey, British Columbia;

“**CSE**” means the Canadian Securities CSE;

“**CSE Factor**” means the number arrived at by dividing 11,216,316 by the number of issued Maxtech Shares as of the close of business on the Share Distribution Record Date;

“**Circular**” means this management information circular;

“**Company**” means Maxtech Ventures Inc.;

“**Computershare**” means Computershare Trust Company of Canada;

“**Court**” means the Supreme Court of British Columbia;

“**Dissenting Shareholder**” means a Maxtech Shareholder who validly exercises rights of dissent under the Arrangement and who will be entitled to be paid fair value for his, her or its Maxtech Shares in accordance with the Interim Order and the Plan of Arrangement;

“**Dissenting Shares**” means the Maxtech Shares in respect of which Dissenting Shareholders have exercised a right of dissent;

“**Effective Date**” means the date upon which the Arrangement becomes effective;

“**Final Order**” means the final order of the Court approving the Arrangement;

“**Interim Order**” means the interim order of the Court pursuant to the Act in respect of the Arrangement dated August 15, 2014, 2014, a copy of which is attached to this Circular as Schedule “C”;

“**Intermediaries**” refers to brokers, investment firms, clearing houses and similar entities that own securities on behalf of Beneficial Shareholders;

“**Listing Date**” means the date the MHC shares are listed on the CSE;

“**MHC**” means Maxtech Holdings Corp. a private company incorporated pursuant to the law of the state of Nevada, USA, and a wholly owned subsidiary of Maxtech Ventures Inc.

“**MHC Share Commitment**” means the covenant of MHC to issue MHC Shares to the holders of Maxtech Share Commitments, being warrants or stock options of Maxtech, who exercise their rights there under after the Effective Date, and are entitled pursuant to the corporate reorganization provisions thereof to receive New Shares and MHC Shares upon such exercise;

“**MHC Option Plan**” means the proposed stock option plan of MHC, which is subject to Maxtech Shareholder approval;

“**MHC Option Plan Resolution**” means an ordinary resolution to be considered by the Maxtech Shareholders to approve the MHC Option Plan, the full text of which is set out herein;

“**MHC Shareholder**” means a holder of MHC Shares;

"**MHC Shares**" means the common shares without par value in the authorized share structure of MHC, as constituted on the date of the Arrangement Agreement;

"**Meeting**" means the special meeting of the Maxtech Shareholders to be held on September 22, 2014 or any postponements thereof;

"**Plan of Arrangement**" means the plan of arrangement attached as Exhibit II to the Arrangement Agreement, which Arrangement Agreement is attached as Schedule "B" to this Circular, and any amendment(s) or variation(s) thereto;

"**Property**" means the US properties more particularly described in the Plan of Arrangement, which property is to be transferred by Maxtech to MHC pursuant to the Arrangement;

"**Proxy**" means the form of proxy accompanying this Circular;

"**Registered Shareholder**" means a registered holder of Maxtech Shares as recorded in the shareholder register of the Company maintained by Computershare;

"**Registrar**" means the Registrar of Companies under the Act;

"**SEC**" means the United States Securities and Exchange Commission;

"**SEDAR**" means the System for Electronic Document Analysis and Retrieval of the Canadian Securities Administrators;

"**Share Distribution Record Date**" means the close of business on the day which is four Business Days after the date of the Meeting or such other day as agreed to by the Company and MHC, which date establishes the Maxtech Shareholders who will be entitled to receive MHC Shares pursuant to the Plan of Arrangement;

"**Tax Act**" means the *Income Tax Act* (Canada), as may be amended, or replaced, from time to time;

"**U.S. CSE Act**" means the United States *Securities CSE Act of 1934*, as may be amended, or replaced, from time to time; and

"**U.S. Securities Act**" means the United States *Securities Act of 1933*, as may be amended, or replaced, from time to time.

The following is a summary of the information contained elsewhere in this Circular concerning a proposed reorganization of the Company by way of the Arrangement. This Circular also deals with the election of directors, the appointment of an auditor and the approval of the MHC Option Plan, which matters are not summarized in this summary. 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

At the Meeting, the Maxtech Shareholders will be asked, to consider and, if thought fit, to pass the Arrangement Resolution approving the Arrangement among the Company, MHC and the Maxtech Shareholders. The Arrangement will consist of the distribution of MHC Shares to the Maxtech Shareholders. The Shareholders will also be asked to approve a change of name for MHC. Maxtech Shareholders will also be requested to consider and, if thought fit, to pass the MHC Option Plan Resolution approving the MHC Option Plan.

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

The Arrangement

The Company is a publicly traded diversified industries company in the business of investment and real estate projects, and holds, amongst a number of mineral exploration claims, the following assets:

- (i) 11900 Franklin Boulevard, Elk Grove, California 9757
APN: 132-0332-015 AND
 - (ii) 6059 Bradshaw Road, Sacramento, California 95829,
Parcels One and Two - APN: 063-0180-023; 063-0180-024
 - (iii) 12441 East Camino del Garanon, Tucson, Arizona.
Parcel No. 205-81-02
 - (iv) Equity Stocks in the capital of TM Technologies Inc.;
 - (v) Drilling Rig;
 - (vi) Loans that are in effect;
 - (vii) All cash less \$100,000.
- (hereinafter called the "Asset").

The Arrangement has been proposed to facilitate the separation of the Company's other business activities from the development of the real estate properties and the ongoing management of the other assets as set out above. The Company believes that separating Maxtech into two public companies offers a number of benefits to shareholders.

i) First, the Company believes that after the separation, each company will be better able to pursue its own specific operating strategies without being subject to the financial constraints of the other business.

ii) After the separation, each company will also have the flexibility to implement its own unique growth strategies, allowing all organizations to refine and refocus their business mix.

iii) Additionally, because the resulting businesses will be focused in their respective industries, they will be more readily understood by public investors, allowing each company to be in a better position to raise capital and align management and employee incentives with the interests of shareholders.

Pursuant to the Arrangement,

a) Maxtech will transfer to MHC all of its interest in the Asset for 11,216,316 MHC Shares, which shares will be distributed to the Maxtech Shareholders who hold Maxtech Shares on the Share Distribution Record Date;

b) Each Maxtech Shareholder as of the Share Distribution Record Date, other than a Dissenting Shareholder, will, immediately after the Arrangement, hold one New Share in the capital of the Company and its *pro rata* share of the MHC Shares to be distributed under the Arrangement for each currently held Maxtech Share. The New Shares will be identical in every respect to the present Maxtech Shares. See "The Arrangement – Details of the Arrangement".

Effect of the Arrangement on Maxtech Share Commitments

1) As of the Effective Date, the Maxtech Share Commitments will be exercisable, in accordance with the corporate reorganization provisions of such securities, into New Shares and MHC Shares on the basis that the holder will receive, upon exercise, a number of New Shares that equals the number of Maxtech Shares that would have been received upon the exercise of the Maxtech Share Commitments prior to the Effective Date, and a number of MHC Shares that is equal to the number of New Shares so acquired.

2) MHC has agreed, pursuant to the MHC Commitments, to issue MHC Shares upon exercise of the Maxtech Share Commitments and the Company is obligated, as the agent of MHC, to collect and pay to MHC a portion of the proceeds received for each Maxtech Share Commitment so exercised, with the balance of the exercise price to be retained by Maxtech.

3) Any entitlement to a fraction of a MHC Share resulting from the exercise of Maxtech Share Commitments will be cancelled without compensation.

Recommendation and Approval of the Board of Directors

The directors of the Company have concluded that the terms of the Arrangement are fair and reasonable to, and in the best interests of, the Company and the Maxtech Shareholders. The Board has therefore approved the Arrangement and authorized the submission of the Arrangement to the Maxtech Shareholders and the Court for approval. The Board recommends that Maxtech Shareholders vote FOR the approval of the Arrangement. See "The Arrangement – Recommendation of Directors".

Reasons for the Arrangement

The decision to proceed with the Arrangement was based on the following primary determinations:

1. the Company's primary focus is investment in diversified industries. The focus on the Assets will hinder the development of the Company in taking advantage of further investment in diversified industries globally and, the formation of MHC to hold and develop and or manage the Asset will facilitate separate development strategies for the Asset moving forward;
2. following the Arrangement, management of the Company will be free to focus entirely on its other investment business activities, and new management for MHC will be established, which has knowledge and expertise specific to MHC's industry sectors;
3. the formation of MHC and the distribution of 11,216,316 MHC Shares to the Maxtech Shareholders pursuant to the Arrangement will give the Maxtech Shareholders a direct interest in a real estate development/management and diversified investment company that will focus on and pursue the development of the Asset; and
4. as a separate company, MHC will have direct access to public and private capital markets and will be able to issue debt and equity to fund improvements and development of the Asset and to finance the acquisition and development of any new assets/investments MHC may acquire on a priority basis; further
5. as a separate company, MHC will be able to establish equity based compensation programs to enable it to better attract, motivate and retain directors, officers and key employees, thereby better aligning management and employee incentives with the interests of shareholders.

Conduct of Meeting and Shareholder Approval

The Interim Order provides that in order for the Arrangement to proceed, the Arrangement Resolution must be passed, with or without variation, by at least 66 and 2/3rds of the eligible votes cast with respect to the Arrangement Resolution by Maxtech Shareholders present in person or by proxy at the Meeting. See "The Arrangement - Shareholder Approval".

Court Approval

The Arrangement, as structured, requires the approval of the Court. Prior to the mailing of this Circular, the Company obtained the Interim Order authorizing the calling and holdings of the Meeting and providing for certain other procedural matters. The Interim Order does not constitute approval of the Arrangement or the contents of this Circular by the Court.

The Notice of Hearing of Petition for the Final Order is attached hereto. In hearing the petition for the Final Order, the Court will consider, among other things, the fairness of the Arrangement to the Maxtech Shareholders. The Court will also be advised that based on the Court's approval of the Arrangement, the Company and MHC will rely on an exemption from registration pursuant to Section 3(a)(10) of the U.S. Securities Act for the issuance of the New Shares and MHC Shares to any United States based Maxtech Shareholders. Assuming approval of the Arrangement by the Maxtech Shareholders at the Meeting, the hearing for the Final Order is scheduled to take place October 10, 2014, at 9:45 a.m. at Vancouver Law Courts,

800 Smithe Street, Vancouver, British Columbia, or at such other date and time as the Court may direct. At this hearing, any Maxtech Shareholder or director, creditor, auditor or other interested party of the Company who wishes to participate or to be represented or who wishes to present evidence or argument may do so, subject to filing an appearance and satisfying certain other requirements. See "The Arrangement – Court Approval of the Arrangement".

Income Tax Considerations

Canadian Federal income tax considerations for Maxtech Shareholders who participate in the Arrangement or who dissent from the Arrangement are set out in the summary herein entitled "Income Tax Considerations: Certain Canadian Federal Income Tax Considerations", and certain United States Federal income tax considerations for Maxtech Shareholders who participate in the Arrangement or who dissent from the Arrangement are set out in the summary entitled "Income Tax Considerations - Certain U.S. Federal Income Tax Considerations".

Maxtech Shareholders should carefully review the tax considerations applicable to them under the Arrangement and are urged to consult their own legal, tax and financial advisors in regard to their particular circumstances.

Right to Dissent

Maxtech Shareholders will have the right to dissent from the Plan of Arrangement as provided in the Interim Order, the Plan of Arrangement and sections 237 to 247 of the Act. Any Maxtech Shareholder who dissents will be entitled to be paid in cash the fair value for their Maxtech Shares held so long as such Dissenting Shareholder: (i) does not vote any of his, her or its Maxtech Shares in favour of the Arrangement Resolution, (ii) provides to the Company written objection to the Plan of Arrangement to the Company's head office at 8338 - 120th Street, Surrey, British Columbia V3W 3N4, at least two (2) days before the Meeting or any postponement(s) or adjournment(s) thereof, and (iii) otherwise complies with the requirements of the Plan of Arrangement and section 237 to 247 of the Act. See "Right to Dissent".

Stock Exchange Listings

The Maxtech Shares are currently listed and traded on the Canadian Securities Exchange ("CSE") and will continue to be listed on the CSE following completion of the Arrangement. **The closing of the Arrangement is conditional on the CSE approving the listing of the MHC Shares on the CSE.**

Information Concerning the Company and MHC After the Arrangement

Following completion of the Arrangement, the Company will continue to carry on its other business activities. The Maxtech Shares will continue to be listed on the CSE. Each Maxtech Shareholder will continue to be a shareholder of the Company with each currently held Maxtech Share representing one New Share in the capital of the Company, and each Maxtech Shareholder on the Share Distribution Record Date will receive its *pro rata* share of the 11,216,316 MHC Shares to be distributed to such Maxtech Shareholders under the Arrangement. See "The Company After the Arrangement" for a summary description of the Company assuming completion of the Arrangement, including selected *pro forma* unaudited financial information for the Company.

Following completion of the Arrangement, MHC will be a public company, the shareholders of which will be the holders of Maxtech Shares on the Share Distribution Record Date. MHC will have all of Maxtech's interest in the Property. Closing of the Arrangement is conditional upon the MHC Shares being listed on the CSE. See "MHC After the Arrangement" for a description of the Property, corporate structure and business, including selected *pro forma* unaudited financial information of MHC assuming completion of the Arrangement.

Selected Unaudited *Pro-Forma* Consolidated Financial Information for the Company

Pro-Forma Consolidated Balance Sheet

July 31, 2013

(Prepared by Management - Unaudited)

(Stated in Canadian Dollar)

Maxtech Ventures Inc.

Pro-Forma Consolidated Balance Sheet

(Unaudited - Expressed in Canadian Dollars)

July 31, 2013

	Unadjusted	Pro-forma Adjustment	Pro-forma Adjustment	Pro-forma Adjustment	Pro-forma Adjustment	After- Adjusted Pro-forma
	\$	\$	\$	\$	\$	\$
	Note 1	Note 2a	Note 2b	Note 2c	Note 2d	
Assets						
Current Assets						
Cash	3,631,577	(2,367,259)	(129,780)	(1,034,538)	-	100,000
Marketable securities	127,160	(57,654)	-	(69,506)	-	-
Notes receivable	275,000	381,000	(270,000)	(330,000)	-	56,000
Other receivables	3,145	-	-	-	-	3,145
	4,036,882	(2,043,913)	(399,780)	(1,434,044)	-	159,145
Equipment	24,538	-	-	(1)	-	24,537
Properties	-	1,986,259	399,780	(2,386,039)	-	-
Exploration and evaluation assets	3	-	-	-	-	3
Total Assets	4,061,423	(57,654)	-	(3,820,084)	-	183,685
Liabilities and Shareholders' Equity						
Current Liabilities						
Accounts payable and accrued liabilities	34,181	-	-	-	10,000	44,181
Shareholders' Equity						
Share capital	8,130,000	-	-	-	-	8,130,000
Reserves	5,278,428	-	-	-	-	5,278,428
Deficit	(9,381,186)	(57,654)	-	(3,820,084)	(10,000)	(13,268,924)
Total Equity	4,027,242	(57,654)	-	(3,820,084)	(10,000)	139,504
Total Liabilities and Shareholders' Equity	4,061,423	(57,654)	-	(3,820,084)	-	183,685

-----See accompanying notes to the unaudited pro-forma balance sheet-----

Notes to the Pro-forma Consolidated Balance Sheet
July 31, 2013
(Unaudited - stated in Canadian dollars)

1. BASIS OF PRESENTATION

Maxtech Ventures Inc. (“MVT” or the “Company”) has entered into an arrangement agreement (“Agreement”) with its Maxtech Holdings Corp. (“MHC”), a wholly owned subsidiary of the Company that is incorporated in the United States of America, to execute a proposed plan of arrangement (“Arrangement”) in connection with the reorganization of the Company’s assets those are not related to exploration of mineral properties (“Non-Mining Assets”).

This unaudited pro-forma consolidated balance sheet has been compiled for the purpose of inclusion in the management information circular of the Company dated August 15, 2014 (Information Circular”), in connection with the Arrangement. A pro-forma presentation of operations for the period ending July 31, 2013 is not considered practicable in this circumstance nor would it provide any meaningful information to financial statement users.

This unaudited pro-forma consolidated balance sheet has been derived from the audited consolidated balance sheet of the Company as at July 31, 2013 and gives effect to the Company’s proposed Arrangement under the Business Corporations Act (British Columbia), as described herein. This pro-forma consolidated balance sheet has included the account of the Company and its wholly owned Indian Subsidiary Maxtech Resources Private Limited and its 53% interest in the Julia property which is held through its inactive Canadian subsidiary Emerging Minerals (BC) Corp. All material intercompany balances between the Company and its two subsidiaries have been eliminated.

Upon completion of the Arrangement, as more fully described in Note 2, the Company’s Non-Mining Assets will be owned by MHC, which itself will be owned directly by the shareholders of the Company

This pro-forma consolidated balance sheet has been prepared as if the Arrangement had occurred on July 31, 2013 and that the adjustments disclosed in Note 2 had occurred on the same date. In the opinion of management, the pro-forma consolidated balance sheet includes all the adjustments necessary for fair presentation in accordance with Canadian generally accepted accounting principles, inclusive of the effect of the assumptions disclosed in Note 3.

This pro-forma consolidated balance sheet is not necessarily reflective of the financial position that would have resulted if the events reflected herein under the Arrangement had occurred on July 31, 2013, but rather expresses the pro-forma results of specific transactions currently proposed. Further, this pro-forma consolidated balance sheet is not necessarily indicative of the financial position that may be attained in the future. This pro-forma consolidated balance sheet should also be read in conjunction with the Company’s audited annual financial statements for the year ended July 31, 2013 which are also included in the subject Information Circular.

2. PRO-FORMA ADJUSTMENTS

The pro-forma consolidated balance sheet gives effect to the following transactions as if they had occurred in accordance with the Arrangement as at July 31, 2013:

(a) These adjustments are recorded to account for significant transactions occurred from August 1, 2013 to April 30, 2014:

- Acquisition of two pieces of real properties located in United States of America with total proceeds of \$1,986,259. Detail is available in the Note 9 to the Company’s unaudited interim financial statements for nine months ended April 30, 2014
- Recorded the decrease of fair value of the Company’s investment of marketable securities by \$57,654
- Use of \$381,000 for issuance of two promissory notes at principal of \$330,000 and \$51,000 respectively. Detail is available in the Note 11 to the Company’s unaudited interim financial statements for nine months ended April 30, 2014

Notes to the Pro-forma Consolidated Balance Sheet
July 31, 2013
(Unaudited - stated in Canadian dollars)

2. PRO-FORMA ADJUSTMENTS (Continued)

(b) These are significant transactions occurred subsequent to the interim period ended April 30, 2014:

- The Company acquired a parcel of land (12441 E. Camino del Garanon, Tucson, AZ 85741) for \$399,780 (US\$363,800) on July 15, 2014.
- The Company received \$270,000 full repayment of a promissory note receivable

(c) These adjustments are account for transactions happened directly related to the Arrangement

- Transfer of the following Non-Mining Assets to MHC

	\$
Cash	1,034,538
Marketable securities	69,506
Note receivable	330,000
Equipment that has been previously fully provided	1
Three pieces of real properties *	2,386,039
Total	3,820,084

** These three pieces of real properties are 11900 Franklin Boulevard, Elk Grove, CA with a carrying value of \$699,645, 6059 Bradshaw Road, Sacramento, CA with a carrying value of \$1,286,614, and 12441 E. Camino del Garnon, Tucson, AZ with a carrying value of \$399,780 respectively. More details of these properties are available at the Note 9 to the Company's unaudited interim financial statements for the nine months ended April 30, 2014 and the press release of MVT dated July 22, 2014.*

- Receipt of shares issued by MHC ("MHC Shares") as consideration of the transfer at fair value of \$3,800,084
- Distribution of MHC Shares to shareholders of the MVT and recorded an addition of deficit of \$3,800,084

(d) Accrue \$10,000 professional fees in connection with the completion of the Arrangement.

3. PRO-FORMA ASSUMPTIONS

Pursuant to the Arrangement, the Non-Mining Assets will be transferred from MVT to MHC; and immediately after the Arrangement, all the outstanding common shares of MHC will be distributed to the shareholders of MVT. The shareholders of MVT, at the time of the completion of the Arrangement, will continue collectively owning the Non-Mining Assets. As a result, there will be no substantial change in the beneficial ownership of the Non-Mining Assets after the completion of the Arrangement. As such the transfer of the Non-Mining Assets is recorded at carrying values in the accounts of MVT and no gain or loss is recognized in the book of MVT.

Risk Factors

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

GENERAL PROXY INFORMATION

Solicitation of Proxies

This Circular is furnished in connection with the solicitation of proxies by management of Maxtech for use at the Meeting, and at any adjournment(s) or postponement(s) thereof. The solicitation of proxies will be primarily by mail, but proxies may be solicited personally or by telephone by directors or officers of the Company. The Company will bear all costs of this solicitation. The Company has arranged for Intermediaries to forward the meeting materials to Beneficial Shareholders held of record by those Intermediaries and the Company may reimburse the Intermediaries for their reasonable fees and disbursements in that regard.

Currency

In this Circular, except where otherwise indicated, all dollar amounts are expressed in the lawful currency of Canada.

Record Date

The Board has fixed August 15, 2014 ("Record Date") as the date for determination of persons entitled to receive notice of and to vote at the Meeting. Only Maxtech Shareholders of record at the close of business on the Record Date who either attend the Meeting personally or complete, sign and deliver a form of proxy in the manner and subject to the provisions described herein will be entitled to vote or to have their Maxtech Shares voted at the Meeting.

Appointment of Proxy holders

The individual(s) named in the accompanying form of proxy are management's representatives.

If you are a shareholder entitled to vote at the Meeting, you have the right to appoint a person or company other than the person(s) designated in the Proxy, who need not be a shareholder of the Company, to attend and act for you and on your behalf at the Meeting. You may do so either by inserting the name of that other person in the blank space provided in the Proxy or by completing and delivering another proper proxy and, in either case, delivering the completed Proxy to the office of Computershare Trust Company Inc., Proxy Department, 100 University Avenue, 9th Floor, Toronto, Ontario M5J 2Y1, not less than 48 hours (excluding Saturdays and holidays) before the time fixed for the Meeting or any adjournment(s) or postponement(s) thereof.

Voting by proxy holder

The person(s) named in the Proxy will vote or withhold from voting the Maxtech Shares represented thereby in accordance with your instructions on any ballot that may be called for. If you specify a choice with respect to any matter to be acted upon, your Maxtech Shares will be voted accordingly. The Proxy confers discretionary authority on the person(s) named therein with respect to:

- (a) each matter or group of matters identified therein for which a choice is not specified, other than the appointment of an auditor and the election of directors;
- (b) any amendment to or variation of any matter identified therein; and
- (c) any other matter that properly comes before the Meeting.

As at the date hereof, the Board knows of no such amendments, variations or other matters to come before the Meeting, other than the matters referred to in the Notice of Meeting. However, if other matters should properly come before the Meeting, the Proxy will be voted on such matters in accordance with the best judgment of the person(s) voting the Proxy.

In respect of a matter for which a choice is not specified in the Proxy, the person(s) named in the Proxy will vote the Maxtech Shares represented by the Proxy for the approval of such matter.

Registered Shareholders

Registered Shareholders may wish to vote by Proxy whether or not they are able to attend the Meeting in person. Registered Shareholders electing to submit a Proxy may do so by completing, dating and signing the enclosed form of Proxy and returning it to the Company's transfer agent Computershare Trust Company Inc. by mail to Proxy Department, 100 University Avenue, 9th Floor,

Toronto, Ontario M5J 2Y1 not less than 48 hours (excluding Saturdays and holidays) before the time fixed for the Meeting or any adjournment(s) or postponement(s) thereof, or in such other manner as may be provided for in the Proxy.

Beneficial Shareholders

The following information is of significant importance to shareholders who do not hold Maxtech Shares in their own name. Beneficial Shareholders should note that the only Proxies that can be recognized and acted upon at the Meeting are those deposited by Registered Shareholders (those whose names appear on the records of the Company as the registered holders of Maxtech Shares).

If Maxtech Shares are listed in an account statement provided to a shareholder by a broker, then in almost all such cases those Maxtech Shares will not be registered in the shareholder's name on the records of the Company. Such Maxtech Shares will more likely be registered under the names of the shareholder's broker or an agent of that broker. In the United States, the vast majority of such Maxtech Shares are registered under the name of Cede & Co. as nominee for The Depository Trust Company (which acts as depository for many U.S. brokerage firms and custodian banks), and in Canada under the name of CDS & Co. (the registration name for The Canadian Depository for Securities Limited, which acts as nominee for many Canadian brokerage firms).

Intermediaries are required to seek voting instructions from Beneficial Shareholders in advance of shareholders' meetings. Every intermediary has its own mailing procedures and provides its own return instructions.

If you are a Beneficial Shareholder:

There are two kinds of Beneficial Shareholders, those who object to their name being made known to the issuers of securities which they own (called '**OBOs**' for objecting beneficial owners) and those who do not object to the issuers of the securities they own knowing who they are (called '**NOBOs**' for non-objecting beneficial owners).

The Company is taking advantage of those provisions of National Instrument 54.101 - 'Communication of Beneficial Owners of Securities' of the Canadian Securities Administrators, which permits it to deliver proxy related materials directly to its NOBOs. As a result, NOBOs can expect to receive a scannable voting instruction form ('**VIF**'). These VIFs are to be completed and returned to Computershare in the envelope provided or by facsimile to the number provided in the VIF. In addition, Computershare will tabulate the results of the VIFs received from NOBOs and will provide appropriate instructions at the Meeting with respect to the Maxtech Shares represented by the VIFs it receives.

This Circular, with related material, is being sent to both Registered and Beneficial Shareholders. If you are a Beneficial Shareholder and the Company or its agent has sent these materials directly to you, your name and address and information about your Maxtech Shares have been obtained in accordance with applicable securities regulatory requirements from the Intermediary who holds your Maxtech Shares on your behalf.

By choosing to send these materials to you directly, the Company (and not the Intermediary holding your Maxtech Shares on your behalf) has assumed responsibility for (i) delivering these materials to you, and (ii) executing your proper voting instructions. Please return your VIF as specified in your request for voting instructions that you receive.

Beneficial Shareholders who are OBOs should carefully follow the instructions of their Intermediary in order to ensure that their Maxtech Shares are voted at the Meeting.

The form of proxy that will be supplied to Beneficial Shareholders by the Intermediaries will be similar to the Proxy provided to Registered Shareholders by the Company. However, its purpose is limited to instructing the Intermediary on how to vote on behalf of the Beneficial Shareholder. Most Intermediaries now delegate responsibility for obtaining instructions from MHC to Broadridge Financial Solutions, Inc. in the United States and

Broadridge Financial Solutions Inc., Canada, in Canada (collectively "**BFS**"). BFS mails a VIF in lieu of a Proxy provided by the Company. The VIF will name the same person(s) as the Proxy to represent Beneficial Shareholders at the Meeting. Beneficial Shareholders have the right to appoint a person (who need not be a Beneficial Shareholder of the Company), other than the person(s) designated in the VIF, to represent them at the Meeting. To exercise this right, Beneficial Shareholders should insert the name of the desired representative in the blank space provided in the VIF. The completed VIF must then be returned to BFS in the manner specified and in accordance with BFS's instructions. BFS then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of Maxtech Shares to be represented at the Meeting. **If you receive a VIF from BFS, you cannot use it to vote Maxtech Shares directly at the Meeting. The VIF must be completed and**

returned to BFS in accordance with its instructions, well in advance of the Meeting in order to have the Maxtech Shares voted.

Although as a Beneficial Shareholder you may not be recognized directly at the Meeting for the purposes of voting Maxtech shares registered in the name of your Intermediary, you, or a person designated by you, may attend at the Meeting as proxy holder for your Intermediary and vote your Maxtech Shares in that capacity. If you wish to attend the Meeting and indirectly vote your Maxtech Shares as proxy holder for your Intermediary, or have a person designated by you to do so, you should enter your own name, or the name of the person you wish to designate, in the blank space on the VIF provided to you and return the same to your Intermediary in accordance with the instructions provided by such Intermediary, well in advance of the Meeting.

Alternatively, you can request in writing that your broker send you a legal proxy which would enable you, or a person designated by you, to attend the Meeting and vote your Maxtech Shares.

Revocation of Proxies

In addition to revocation in any other manner permitted by law, a Registered Shareholder who has given a proxy may revoke it by:

- (a) executing a proxy bearing a later date or by executing a valid notice of revocation, either of the foregoing to be executed by the Registered Shareholder or the Registered Shareholder's authorized attorney in writing, or if the Registered Shareholder is a corporation, under its corporate seal by an officer or attorney duly authorized, and by delivering the Proxy bearing a later date to Computershare or at the registered office of the Company at 8338-120th Street, Surrey, British Columbia V3W 3N4, at any time up to and including the last Business Day that precedes the date of the Meeting or, if the Meeting is adjourned or postponed, the last Business Day that precedes any reconvening thereof, or to the Chairman of the Meeting on the day of the Meeting or any reconvening thereof, or in any other manner provided by law; or
- (b) personally attending the Meeting and voting the Registered Shareholder's Maxtech Shares. A revocation of proxy will not affect a matter on which a vote is taken before the revocation.

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

No director or executive officer of the Company, or any person who has held such a position since the beginning of the last completed financial yearend of the Company, nor any nominee for election as a director of the Company, nor any associate or affiliate of the foregoing persons, has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted on at the Meeting, other than the election of directors, the appointment of the auditor and as may be otherwise set out herein.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Except as otherwise disclosed herein, no informed person of the Company, proposed director of the Company or any associate or affiliate of an informed person or proposed director, has any material interest, direct or indirect, in any transaction since the commencement of the Company's most recently completed financial year or in any proposed transaction which has materially affected or would materially affect the Company or any of its subsidiaries.

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

Outstanding Maxtech Shares

The Company is authorized to issue an unlimited number of Maxtech Shares. As at the Record there were 11,216,316 Shares issued and outstanding.

Principal Holders of Maxtech Shares

To the knowledge of the directors and executive officers of the Company, no person or company beneficially owns, directly or indirectly, or exercises control or direction over, Maxtech Shares carrying more than 10% of the voting rights attached to all outstanding Maxtech Shares.

VOTES NECESSARY TO PASS RESOLUTIONS

A simple majority of affirmative votes cast in person or by proxy at the Meeting is required to pass the resolution(s) described herein as ordinary resolutions and an affirmative vote of 66 and 2/3rds of the votes cast in person or by proxy at the Meeting is required to pass the resolution(s) described herein as special resolutions.

THE ARRANGEMENT

General

The Arrangement has been proposed to facilitate the separation of the Company's other business activities from development of Assets, pursuant to the Arrangement,

i) Maxtech Holdings Corp., currently a wholly-owned subsidiary of the Company, will acquire the Asset for aggregate consideration of 11,216,316 MHC Shares.

Following the Arrangement, the Company will continue to carry on its other business activities. Each Maxtech Shareholder will, immediately after the Effective Date, hold one New Share for each Maxtech Share held immediately prior to the Arrangement, which will be identical in every respect to the present Maxtech Shares, and each Maxtech Shareholder on the Share Distribution Record Date will receive its *pro rata* share of the 11,216,316 MHC Shares, in CSE for the Assets described herein. See "Details of the Arrangement" and "MHC After the Arrangement — Selected Unaudited *Proforma* Financial Information of MHC".

Reasons for the Arrangement

The Board has determined that the Company should concentrate its efforts on other business activities. To this end, the Board approved a reorganization of the Company pursuant to the Arrangement as described in this Circular.

The Board is of the view that the Arrangement will benefit the Company and the Maxtech Shareholders. This conclusion is based on the following primary determinations:

The formation of MHC to hold the Asset will facilitate separate development strategies required to develop or manage the Property going forward;

1. following the Arrangement, management of the Company will be free to focus entirely on its other business activities, and new management for MHC will be established, which has knowledge and expertise specific to MHC industry sectors;
2. the formation of MHC and the distribution of 11,216,316 MHC Shares to the Maxtech Shareholders pursuant to the Arrangement will give the Maxtech Shareholders a direct interest in a new real estate development/management company that will focus on and pursue the development of the Property as well as potentially acquiring additional properties;
3. as a separate company, MHC will have direct access to public and private capital markets and will be able to issue debt and equity to fund improvements and development of the Property and to finance the acquisition and development of any new properties MHC may acquire on a priority basis; and
4. as a separate company, MHC will be able to establish equity based compensation programs to enable it to better attract, motivate and retain directors, officers and key employees, thereby better aligning management and employee incentives with the interests of shareholders.

Recommendation of Directors

The Board approved the Arrangement and authorized the submission of the Arrangement to the Maxtech Shareholders and the Court for approval. **The Board has concluded that the Arrangement is in the best interests of the Company and the Maxtech Shareholders, and recommends that the Maxtech Shareholders vote FOR the Arrangement Resolution at the Meeting.** In reaching this conclusion, the Board considered the benefits to the Company and the Maxtech Shareholders, as well as the financial position, opportunities and the outlook for the future potential and operating performance of the Company and MHC.

Fairness of the Arrangement

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

1. the procedures by which the Arrangement will be approved, including the requirement for 66 and 2/3rds Maxtech Shareholder approval and approval by the Court after a hearing at which time fairness will be considered;
2. the proposed listing of the MHC Shares on the Canadian Securities CSE and the continued listing of the New Shares on the Canadian Securities CSE;
3. the opportunity for Maxtech 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 Maxtech Shares; and
4. each Maxtech Shareholder on the Share Distribution Record Date will participate in the Arrangement on a *pro rata* basis and, upon completion of the Arrangement, will continue to hold substantially the same *pro rata* interest that such Maxtech Shareholder held in the Company prior to completion of the Arrangement and substantially the same *pro rata* interest in MHC through its direct holdings of MHC Shares rather than indirectly through the Company's holding of MHC Shares.

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, a copy of which is annexed as Schedule "B" to this Circular, and the Plan of Arrangement, which forms Exhibit II to the Arrangement Agreement. Each of these documents should be read carefully in their entirety.

Pursuant to the Plan of Arrangement, save and except for Dissenting Shares, the following principal steps will occur and be deemed to occur in the following chronological order as part of the Arrangement:

- (a) the Company will transfer the Asset to MHC in consideration for 11,216,316 shares from of MHC Shares (the "**Distributed MHC Shares**") and the Company will be added to the central securities register of MHC in respect of such MHC Shares;
- (b) the authorized share capital of the Company will be changed by:
 - (i) altering the identifying name of the Maxtech Shares to class A common shares without par value, being the "Maxtech Class A Shares",
 - (iii) creating a class consisting of an unlimited number of class A preferred shares without par value having the rights and restrictions described in Exhibit III to the Arrangement Agreement, being the Maxtech Class A Preferred Shares;
- (c) each issued Maxtech Class A Share will be exchanged for one New Share and one Maxtech Class A Preferred Share and, subject to the exercise of a right of dissent, the holders of the Maxtech Class A Shares will be removed from the central securities register of the Company and will be added to that central securities register as the holders of the number of New Shares and Maxtech Class A Preferred Shares that they have received on the CSE;
- (d) all of the issued Maxtech Class A Shares will be cancelled with the appropriate entries being made in the central securities register of the Company, and the aggregate paid up capital (as that term is used for purposes of the Tax Act) of the Maxtech Class A Shares immediately prior to the Effective Date will be allocated between the New Shares and the Maxtech Class A Preferred Shares so that the aggregate paid up capital of the Maxtech Class A Preferred Shares is equal to the aggregate fair market value of the Distributed MHC Shares as of the Effective Date, and each Maxtech Class A Preferred Share so issued will be issued by the Company at an issue price equal to such aggregate fair market value divided by the number of issued Maxtech Class A Preferred Shares, such aggregate fair market value of the Distributed MHC Shares to be determined as at the Effective Date by resolution of the directors of the Company;

- (e) the Company will redeem the issued Maxtech Class A Preferred Shares for consideration consisting solely of the Distributed MHC Shares such that each holder of Maxtech Class A Preferred Shares will, subject to the rounding of fractions and the exercise of rights of dissent, receive that number of MHC Shares that is equal to the number of Maxtech Class A Preferred Shares held by such holder multiplied by the CSE Factor;
- (f) the name of each holder of Maxtech Class A Preferred Shares will be removed as such from the central securities register of the Company, and all of the issued Maxtech Class A Preferred Shares will be cancelled with the appropriate entries being made in the central securities register of the Company;
- (g) the Distributed MHC Shares transferred to the holders of the Maxtech Class A Preferred Shares pursuant to step §(e) above will be registered in the names of the former holders of Maxtech Class A Preferred Shares and appropriate entries will be made in the central securities register of MHC;
- (h) the Maxtech Class A Shares and the Maxtech Class A Preferred Shares, none of which will be allotted or issued once the steps referred to in steps §(c) and §(e) above are completed, will be cancelled and the authorized share structure of the Company will be changed by eliminating the Maxtech Class A Shares and the Maxtech Class A Preferred Shares therefrom;
- (i) the Notice of Articles and Articles of the Company will be amended to reflect the changes to its authorized share structure made pursuant to this Plan of Arrangement; and
- (j) after the Effective Date:
 - (i) all Maxtech Share Commitments will be exercisable for New Shares and MHC Shares in accordance with the corporate reorganization terms of such commitments, whereby the acquisition of one Maxtech Share under an Maxtech Share Commitments will result in the holder of the Maxtech Share Commitments receiving one New Share and such number of MHC Shares equal to the number of New Shares so received multiplied by the Exchange Factor,
 - (ii) pursuant to the MHC Commitments, MHC will issue the required number of MHC Shares upon the exercise of Maxtech Share Commitments as is directed by the Company, and
 - (iii) the Company will, as agent for MHC, collect and pay to MHC a portion of the proceeds received for each Maxtech Share Commitment so exercised, with the balance of the exercise price to be retained by Maxtech, determined in accordance with the following formula:

$$A = B \times C/D \text{ Where:}$$

- A** is the portion of the proceeds to be received by MHC for each Maxtech Share Commitment exercised after the Effective Date;
- B** is the exercise price of the Maxtech Share Commitments;
- C** is the fair market value of the Assets transferred to MHC and TES under the Arrangement, such fair market value to be determined as at the Effective Date by resolution of the board of directors of the Company; and
- D** is the total fair market value of all of the assets of the Company immediately prior to completion of the Arrangement on the Effective Date, which total fair market value shall include, for greater certainty, the Assets.

For information concerning the number of outstanding Maxtech Share Commitments as at the date hereof, see "The Company After the Arrangement – Changes in Share Capital".

In addition to the principal steps of the Arrangement occurring in the chronological order set out above, the time of the redemption of the Maxtech Class A Preferred Shares set out in step §(e) above will be deemed to occur immediately upon the

listing of the Maxtech Class A Preferred Shares on the CSE. Immediately after the time of redemption, the Maxtech Class A Preferred Shares will be delisted from the CSE and the New Shares and the MHC Shares will be listed on the CSE.

Authority of the Board

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

The Arrangement Resolution also provides that the Plan of Arrangement may be amended by the Board before or after the Meeting without further notice to Maxtech Shareholders. The Board has no current intention to amend the Plan of Arrangement, however, it is possible that the 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, including the following:

1. the Arrangement Agreement must be approved by the Maxtech Shareholders at the Meeting in the manner referred to under "Shareholder Approval";
2. the Arrangement must be approved by the Court in the manner referred to under "Court Approval of the Arrangement";
3. the CSE must have conditionally accepted the Arrangement, including the listing of the Maxtech Class A Shares, the listing of the Maxtech Class A Preferred Shares, the delisting of the Maxtech Class A Shares, the delisting of the Maxtech Class A Shares, the listing of the New Shares and the listing of the MHC Shares all as of the Effective Date, subject to compliance with the requirements of the CSE;
4. all other consents, orders, regulations and approvals, including regulatory and judicial approvals and orders, required, necessary or desirable for the completion of the Arrangement must have been obtained or received, each in a form acceptable to the Company and MHC; and
5. the Arrangement Agreement must not have been terminated.

If any of the conditions set out in the Arrangement Agreement are not fulfilled or performed, the Arrangement Agreement may be terminated, or in certain cases the Company or MHC, as the case may be, may waive the condition in whole or in part. As soon as practicable after the fulfillment of the conditions contained in the Arrangement Agreement, the Board intends to cause a certified copy of the Final Order to be filed with the Registrar under the Act, together with such other material as may be required by the Registrar, in order that the Arrangement will become effective.

Management of the Company 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 therefore.

Shareholder Approval

Maxtech 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 66 and 2/3rds of the eligible votes cast in respect of the Arrangement Resolution by Maxtech Shareholders present in person or by proxy at the Meeting.

MHC Shareholder Approval

The Company, being the sole shareholder of MHC has approved the Arrangement by consent resolution.

Court Approval of the Arrangement

The Arrangement as structured requires the approval of the Court. Prior to the mailing of this Circular, the Company obtained the Interim Order authorizing the calling and holding of the Meeting and providing for certain other procedural matters. The Interim Order is attached as Schedule "D" to this Circular. The Requisition for the Final Order is attached to the Notice of Meeting.

Assuming approval of the Arrangement Resolution by the Maxtech Shareholders at the Meeting, the hearing for the Final Order is scheduled to take place at 9:45 a.m. (Vancouver time) on October 10, 2014 at 9:45 a.m., at the Courthouse located at 800 Smithe Street, Vancouver, British Columbia or at such other date and time as the Court may direct. At this hearing, any security holder, director, auditor or other interested party of the Company who wishes to participate or to be represented or present evidence or argument may do so, subject to filing an appearance and satisfying certain other requirements.

The Court has broad discretion under the Act when making orders in respect of arrangements and the Court may approve the Arrangement as proposed or as amended in any manner the Court may direct, subject to compliance with such terms and conditions, if any, as the Court thinks appropriate. The Court, in hearing the application for the Final Order, will consider, among other things, the fairness of the terms and conditions of the Arrangement to the Maxtech Shareholders.

Proposed Timetable for Arrangement

The anticipated timetable for the completion of the Arrangement and the key dates proposed are as follows:

Special Meeting: September 22, 2014

Final Court Approval: October 10, 2014

Share Distribution Record Date: To be determined

Mailing of Certificates for MHC Shares: as soon as practicable after listing on the CSE.

Notice of the actual Share Distribution Record Date and Effective Date will be given to the Maxtech Shareholders through one or more press releases. The boards of directors of the Company and MHC will determine the Effective Date depending upon satisfaction that all of the conditions to the completion of the Arrangement are satisfied.

MHC Share Certificates and Certificates for New Shares

After the Share Distribution Record Date, the share certificates representing, on their face, Maxtech Shares will be deemed to represent only New Shares with no right to receive MHC Shares. Before the Share Distribution Record Date, the share certificates representing, on their face, Maxtech Shares, will be deemed under the Plan of Arrangement to represent New Shares and an entitlement to receive MHC Shares in accordance with the terms of the Arrangement. As soon as practicable after the Effective Date, share certificates representing the appropriate number of MHC Shares will be sent to all Maxtech Shareholders of record on the Share Distribution Record Date.

No new share certificates will be issued for the New Shares created under the Arrangement and therefore holders of Maxtech Shares must retain their certificates as evidence of their ownership of New Shares.

Certificates representing, on their face, Maxtech Shares will constitute good delivery in connection with the sale of New Shares completed through the facilities of the CSE after the Effective Date.

Relationship between the Company and MHC after the Arrangement

On completion of the Arrangement, Lucky Janda, director of the Company, will be director of MHC. It is expected that Mr. Lucky Janda will serve as MHC's Chief Executive Officer and President.

Directors and Officers of MHC:

Lucky Janda, Director/CEO

Ardell Harrision, CFO

David Jimenez, Director

Rajen Janda, Director

Effect of Arrangement on Outstanding Maxtech Share Commitments

Maxtech Share Commitments which are outstanding on the Effective Date will be exercisable, in accordance with the corporate reorganization provisions of such securities, for New Shares and MHC Shares on the basis that the holder will receive, upon exercise, a number of New Shares that equals the number of Maxtech Shares that would have been received upon exercise of the Maxtech Share Commitments prior to the Effective Date, and a number of MHC Shares that is equal to the number of New Shares so acquired multiplied by the CSE Factor. MHC have agreed, pursuant to the MHC Commitments, to issue MHC Shares upon exercise of Maxtech Share Commitments and the Company is obligated, as the agent of MHC, to collect and pay to MHC a portion of the proceeds received for each MHC Share so issued. Any entitlement to a fraction of a MHC Share resulting from the exercise of a Maxtech Share Commitment will be cancelled without compensation.

Exemption from Canadian Prospectus Requirements and Resale Restrictions

The issue of New Shares and MHC Shares pursuant to the Arrangement will be made pursuant to exemptions from the registration and prospectus requirements contained in applicable provincial securities legislation in Canada. Under applicable provincial securities laws, such New Shares and MHC Shares may be resold in Canada without hold period restrictions, except that any person, company or combination of persons or companies holding a sufficient number of New Shares or MHC, PVT and TES Shares to affect materially the control of the Company or MHC will be restricted from reselling such shares. In addition, existing hold periods on any Maxtech Shares in effect on the Effective Date will be carried forward to the New Shares.

The foregoing discussion is only a general overview of the requirements of Canadian securities laws for the resale of the New Shares and the MHC Shares received upon completion of the Arrangement. All holders of Maxtech Shares are urged to consult with their own legal counsel to ensure that any resale of their New Shares and MHC Shares complies with applicable securities legislation.

Application of United States Securities Laws

The New Shares and the MHC Shares to be issued to the Maxtech Shareholders under the Arrangement have not been registered under the U.S. Securities Act, or under the securities laws of any state of the United States, and will be issued to Maxtech Shareholders resident in the United States in reliance on the exemption from registration set forth in Section 3(a)(10) of the U.S. Securities Act on the basis of the approval of the Arrangement by the Court, and pursuant to available exemptions from registration under applicable state securities laws. The Court will be advised that the Court's approval, if obtained, will constitute the basis for an exemption from the registration requirements of the U.S. Securities Act.

U.S. Resale Restrictions - Securities Issued to Maxtech Shareholders

MHC Shares to be issued to an Maxtech Shareholder who is an "affiliate" of either the Company or MHC prior to the Arrangement or will be an "affiliate" of MHC after the Arrangement will be subject to certain restrictions on resale imposed by the U.S. Securities Act. Pursuant to Rule 144 under the U.S. Securities Act, an "affiliate" of an issuer for the purposes of the U.S. Securities Act is a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such issuer.

The foregoing discussion is only a general overview of certain requirements of United States securities laws applicable to the securities received upon completion of the Arrangement. All holders of securities received in connection with the Arrangement are urged to consult with counsel to ensure that the resale of their securities complies with applicable securities legislation.

Additional Information for U.S. Security Holders

THE SECURITIES ISSUABLE IN CONNECTION WITH THE ARRANGEMENT HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC OR SECURITIES REGULATORY AUTHORITIES IN ANY STATE, NOR HAS THE SEC OR THE SECURITIES REGULATORY AUTHORITIES OF ANY STATE PASSED ON THE ADEQUACY OR ACCURACY OF THIS CIRCULAR AND ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

This Circular has been prepared in accordance with the applicable disclosure requirements in Canada. Residents of the United States should be aware that such requirements are different than those of the United States applicable to proxy statements under the

U.S. Exchange Act. Likewise, information concerning the Property and operations of the Company and MHC have been prepared in accordance with Canadian standards, and may not be comparable to similar information for United States companies.

Financial statements included herein have been prepared in accordance with generally accepted accounting principles and are subject to auditing and auditor independence standards in Canada, and thus may not be comparable to financial statements of United States companies. Maxtech Shareholders should be aware that the acquisition of the securities described herein may have tax consequences both in the United States and in Canada. See "Income Tax Considerations – Certain U.S. Federal Income Tax Considerations" for certain information concerning United States tax consequences of the Arrangement for investors who are resident in, or citizens of, the United States.

The enforcement by investors of civil liabilities under the United States federal securities laws may be affected adversely by the fact that the Company and MHC are incorporated or organized under the laws of a foreign country, that some or all of their officers and directors and any experts named herein may be residents of a foreign country, and that all or a substantial portion of the assets of the Company and MHC and said persons may be located outside the United States.

Expenses of Arrangement

Pursuant to the Arrangement Agreement, the costs relating to the Arrangement, including without limitation, financial, advisory, accounting, and legal fees will be borne by the party incurring them. The costs of the Arrangement to the Effective Date will be borne by the Company.

INCOME TAX CONSIDERATIONS

Certain Canadian Federal Income Tax Considerations

The following fairly summarizes the principal Canadian federal income tax considerations relating to the Arrangement applicable to a Maxtech Shareholder (in this summary, a "**Holder**") who, at all material times for purposes of the Tax Act:

- holds all Maxtech Shares, and will hold all New Shares and MHC Shares, solely as capital property;
- deals at arm's length with Maxtech and MHC;
- is not "affiliated" with the Company or MHC;
- is not a "financial institution" for the purposes of the mark to market rules in the Tax Act; and
- has not acquired Maxtech Shares on the exercise of an employee stock option.

Maxtech Shares, New Shares and MHC Shares generally will be considered to be capital property of the Holder unless the Holder holds the shares in the course of carrying on a business or acquired them in a transaction considered to be an adventure in the nature of trade.

This summary is based on the current provisions of the Tax Act, the regulations there under (the "**Regulations**") and counsel's understandings of the current administrative practices and policies of the Canada Revenue Agency (the "**CRA**"). It also takes into account specific proposals to amend the Tax Act and Regulations (the "**Proposed Amendments**") announced by the Minister of Finance (Canada) prior to the date hereof. It is assumed that all Proposed Amendments will be enacted in their present form, and that there will be no other relevant change to any relevant law or administrative practice, although no assurances can be given in these respects. This summary does not take into account any provincial, territorial, or foreign income tax considerations which may differ from the Canadian federal income tax considerations discussed below. An advance income tax ruling will not be sought from the CRA in respect of the Arrangement.

This summary also assumes that at the Effective Date under the Arrangement and all other material times thereafter,

- the Maxtech Shares and the Maxtech Class A Preferred will be listed on the CSE, and

- the paidup capital of the Maxtech Class A Shares (the redesignated Maxtech Shares) as computed for the purposes of the Tax Act will not be less than the fair market value of the Assets to be transferred to MHC pursuant to the Arrangement, and is qualified accordingly.

This summary is of a general nature only, and is not exhaustive of all possible Canadian federal income tax considerations. This summary is not intended to be, and should not be construed to be, legal or tax advice to any Maxtech Shareholder. Accordingly, Maxtech Shareholders should each consult their own tax and legal advisers for advice as to the income tax consequences of the Arrangement applicable to them in their particular circumstances.

Holders Resident in Canada

The following portion of the summary is applicable only to Holders (each, in this portion of the summary, a "Resident Holder") who are or are deemed to be residents in Canada for the purposes of the Tax Act.

Exchange of Maxtech Shares for New Shares and Maxtech Class A Preferred Shares

A Resident Holder whose Maxtech Class A Shares (the redesignated Maxtech Shares) are exchanged for New Shares and Maxtech Class A Preferred Shares pursuant to the Arrangement will not realize any capital gain or loss as a result of the exchange. The Resident Holder will be required to allocate the adjusted cost base ("**ACB**") of the Holder's Maxtech Shares, determined immediately before the Arrangement, *pro rata* to the New Shares and Maxtech Class A Preferred Shares received on the exchange based on the relative fair market values of those New Shares and Maxtech Class A Preferred Shares immediately after the exchange.

Redemption of Maxtech Class A Preferred Shares

Pursuant to the Arrangement, the paidup capital of the Maxtech Class A Shares immediately before their CSE for New Shares and Maxtech Class A Preferred Shares will be allocated to the Maxtech Class A Preferred Shares to be issued on the CSE to the extent of an amount equal to the fair market value of the MHC Shares to be issued to Maxtech pursuant to the Arrangement in consideration for the Assets and the balance of such paidup capital will be allocated to the New Shares to be issued on the CSE.

The Company has informed counsel that it expects that the fair market value of the MHC Shares to be so issued will be materially less than the paidup capital of the Maxtech Class A Shares immediately before the CSE, and counsel has assumed for the purposes of this summary that the Company's expectation is correct. Accordingly, the Company is not expected to be deemed to have paid, and no Resident Holder is expected to be deemed to have received, a dividend as a result of the distribution of MHC Shares on the redemption of the Maxtech Class A Preferred Shares pursuant to the Arrangement.

Each Resident Holder whose Maxtech Class A Preferred Shares are redeemed for MHC Shares pursuant to the Arrangement will realize a capital gain (capital loss) equal to the amount, if any, by which the fair market value of the MHC Shares, less reasonable costs of disposition, exceed (are exceeded by) their ACB immediately before the redemption. 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").

The cost to a Resident Holder of MHC Shares acquired on the CSE will be equal to the fair market value of the MHC Shares at the time of their distribution.

Disposition of New Shares and MHC Shares

A Resident Holder who disposes of a New Share or a MHC 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 ACB of the share to the Resident Holder determined immediately before the disposition. 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".

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 deductible, against taxable capital gains arising in any of the three preceding taxation years or any subsequent taxation year.

The amount of any capital loss arising from a disposition or deemed disposition of an Maxtech Class A Preferred Share, New Share, or a MHC 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 may be required to pay an additional 62/3% refundable tax in respect of any net taxable capital gain that it realizes on disposition of an Maxtech Class A Preferred Share, New Share or MHC Share.

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 New Shares or MHC Shares, and will be subject to the gross-up and dividend tax credit rules applicable to taxable dividends received from taxable Canadian corporations.

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 New Shares or MHC Shares, and generally will be entitled to deduct an equivalent amount in computing its taxable income. A "private corporation" (as defined in the Tax Act) or any other corporation controlled or deemed to be controlled by or for the benefit of an individual or a related group of individuals may be liable under Part IV of the Tax Act to pay a refundable tax of 331/3% on any dividend that it receives or is deemed to be received on New Shares or MHC 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.

Alternative Minimum Tax on Individuals

A capital gain realized, or deemed to be realized; 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.

Dissenting Resident Holders

A Resident Holder who validly exercises Dissent Rights (a "**Resident Dissenter**") and consequently is paid the fair value for the Resident Dissenter's Maxtech 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 Resident Dissenter's Maxtech Shares. Any such deemed dividend will be subject to tax as discussed above under "Holders Resident in Canada — Taxation of Dividends". The Resident Dissenter 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 ACB of the shares. The Resident Dissenter 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".

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

Eligibility for Investment

Maxtech Class A Preferred Shares and New 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, and registered education savings plans ("**Registered Plans**") at any particular time provided that, at that time, either the shares are listed on a "prescribed stock exchange" or Maxtech is a "public corporation" as defined for the purposes of the Tax Act.

MHC Shares will be qualified investments under the Tax Act for Registered Plans at any particular time provided that, at that time, either the MHC Shares are listed on a prescribed stock exchange or MHC is a "public corporation" as so defined.

The Company expects that the Maxtech Class A Preferred Shares, New Shares and MHC Shares will be listed on the CSE, which is a prescribed stock exchange, at the Effective Date under the Arrangement. On March 19, 2007, the Government of Canada eliminated the concept of "prescribed stock exchange" for these purposes and replaced it with the concept of "designated stock exchange". The amendment, which provides that the list of designated stock exchanges includes all of the former prescribed stock exchanges, became effective on December 14, 2007.

Holders Not Resident in Canada

The following portion of this summary is applicable only to Holders (each in this portion of the summary a "**Non resident Holder**") who:

- have not been, are not, and will not be resident or deemed to be resident in Canada for purposes of the Tax Act;
- do not and will not, and are not and will not be deemed to, use or hold Maxtech Shares, New Shares, Maxtech Class A Preferred Shares, or MHC Shares in connection with carrying on a business in Canada; and
- whose Maxtech Class A Shares (the redesignated Maxtech Shares), Maxtech Class A Preferred Shares, New Shares and MHC Shares will not at the Effective Date under the Arrangement, or at any material time thereafter, constitute "taxable Canadian property" for the purposes of the Tax Act.

Generally, a Maxtech Class A Share, Maxtech Class A Preferred Share, New Share, or MHC Share, as applicable, owned by a Non-resident Holder will not be taxable Canadian property of the Non-resident Holder at a particular time provided that, at that time, (i) the share is listed on a prescribed stock exchange (which includes the CSE), (ii) neither the Nonresident Holder nor persons with whom the Nonresident Holder does not deal at arm's length alone or in any combination has owned 25% or more of the shares of any class or series in the capital of the issuing corporation within the previous five years, and (iii) the share was not acquired in a transaction as a result of which it was deemed to be taxable Canadian property of the Nonresident Holder. On March 19, 2007, the Government of Canada eliminated the concept of "prescribed stock exchange" for these purposes and replaced it with the concept of "designated stock exchange." The amendment, which provides that the list of designated stock exchanges includes all of the former prescribed stock exchanges, became effective on December 14, 2007.

Special rules, which are not discussed in this summary, may apply to a Non resident Holder that is an insurer carrying on business in Canada.

Capital Gains and Capital Losses on Share exchanges and Subsequent Dispositions of Shares

A Nonresident Holder who participates in the Arrangement will not be subject to tax under the Tax Act on any capital gain realized on the exchange of Maxtech Class A Shares (the redesignated Maxtech Shares) for New Shares and Maxtech Class A Preferred Shares, nor on the redemption of Maxtech Class A Preferred Shares in consideration for MHC Shares.

Similarly, any capital gain realized by a Nonresident Holder on the subsequent disposition or deemed disposition of a New Share or MHC Share acquired pursuant to the Arrangement will not be subject to tax under the Tax Act, provided either that the shares do not constitute taxable Canadian property of the Nonresident Holder at the time of disposition, or an applicable income tax treaty exempts the capital gain from tax under the Tax Act.

Nonresident Holders will be exempt from the reporting and withholding obligations of §116 of the Tax Act in respect of the disposition of Maxtech Class A Shares and Maxtech Class A Preferred Shares pursuant to the Arrangement.

Deemed Dividends on the Redemption of Maxtech Class A Preferred Shares

For the reasons set above under "Holders Resident in Canada -Redemption of Maxtech Class A Preferred Shares", the Company expects that no NonResident Holder will be deemed to have received a dividend on the redemption of Maxtech Class A Preferred Shares for MHC Shares.

Taxation of Dividends

A Non-resident Holder to whom a dividend on a New Share or MHC 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.

Dissenting Non-resident Holders

A Non-resident Holder who validly exercises Dissent Rights (a "**Non-resident Dissenter**") and consequently is paid the fair value for the Non-resident Dissenter's Maxtech 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 Non-resident Dissenter's Maxtech Shares. Any such deemed dividend will be subject to tax as discussed above under "Holders Not Resident in Canada – Taxation of Dividends". The Non-resident Dissenter will not be subject to tax under the Tax Act on any capital gain that may arise in respect of the resulting disposition of the Maxtech Shares.

The Non-resident Holder will also be subject to Canadian withholding tax on that portion of any such payment that is on account of interest at the rate of 25%, unless reduced by an applicable income tax treaty, if any.

Certain U.S. Federal Income Tax Considerations

Scope of This Disclosure

Transactions Addressed

The following discussion is a summary of the anticipated material U.S. federal income tax considerations arising from and related to the Distribution (as defined below) that are generally applicable to U.S. Holders (as defined below) of Maxtech Shares. The following discussion of the anticipated material U.S. federal income tax considerations arising from and related to the Distribution is for general information only, and does not purport to be a complete analysis or description of all U.S. federal income tax consequences that may apply to a U.S. Holder of Maxtech Shares as a result of the Distribution. **U.S. Holders of Maxtech Shares are urged to consult their own tax advisors regarding the particular tax consequences of the Distribution, including the application and effect of U.S. federal, state, local and other tax laws.**

Notice Pursuant to IRS Circular 230: Anything contained in this summary concerning any U.S. federal tax issue is not intended or written to be used, and it cannot be used by a U.S. Holder, for the purpose of avoiding U.S. federal tax penalties under the Code (as defined below). This summary was written to support the promotion or marketing of the transactions or matters addressed by this Circular (including the Arrangement). Each U.S. Holder should seek U.S. federal tax advice, based on such U.S. Holder's particular circumstances, from an independent tax advisor.

Authorities

This summary is based on the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), the Treasury Regulations (proposed, temporary and final) issued under the Code, the Convention Between Canada and the United States of America with Respect to Taxes on Income and on Capital, signed September 26, 1980, as amended (the "**Canada U.S. Tax Convention**") and judicial and administrative interpretations of the Code and Treasury Regulations, in each case as in effect and available as of the date of this Circular. However, the Code, Treasury Regulations and judicial and administrative interpretations thereof may change at any time, and any such change could be retroactive to the date of this Circular. The Code, Treasury Regulations and judicial and administrative interpretations thereof are also subject to various interpretations, and the U.S. Internal Revenue Service (the "**IRS**") or the U.S. courts could disagree with the explanations or conclusions contained in this summary. This summary does not consider the potential effects, whether adverse or beneficial, of any proposed legislation that, if enacted, could be applied, possibly on a retroactive basis, at any time.

U.S. Holder

For purposes of this summary, a "**U.S. Holder**" is a beneficial owner of Maxtech Shares that, for U.S. federal income tax purposes, is (a) a citizen or individual resident of the U.S., (b) a corporation created or organized in or under the laws of the U.S. or of any political subdivision thereof, (c) an estate whose income is taxable in the U.S. irrespective of source or (d) a trust subject to the primary supervision of a court within the U.S. and control of a U.S. fiduciary as described Section 7701(a)(30) of the Code. If a partnership or

other "pass-through" entity holds Maxtech Shares, the U.S. federal income tax treatment of the partners or owners of such partnership or other "pass-through" entity generally will depend on the status of such partners or owners and the activities of such partnership or "pass-through" entity.

Non U.S. Holders

A "**non U.S. Holder**" is a beneficial owner of Maxtech Shares other than a U.S. Holder. This summary does not address the U.S. federal income tax consequences arising from or related to the Arrangement (as hereinafter defined) with respect to non U.S. Holders of Maxtech Shares. **Non U.S. Holders of Maxtech Shares are urged to consult their own tax advisors regarding the U.S. federal income tax consequences of the Distribution.**

Transactions Not Addressed

This summary does not address the U.S. federal income tax consequences of transactions effectuated prior or subsequent to, or concurrently with, the Distribution (whether or not any such transactions are undertaken in connection with the Distribution), including, without limitation, the following transactions:

- any exercise of any stock option, warrant or other right to acquire Maxtech Shares;
- any assumption by MHC of Maxtech Stock Options or Maxtech Warrants;
- any conversion of any Maxtech notes, debentures or other debt instruments into Maxtech Shares;
- any transaction in which Maxtech Shares are acquired (other than pursuant to the Distribution); or
- any transaction in which MHC Shares are disposed of.

Persons Not Addressed

This summary does not address the U.S. federal income tax consequences arising from and related to the Distribution with respect to the following persons (including persons that are U.S. holders):

- the Company or MHC;
- persons that may be subject to special U.S. federal income tax treatment, such as persons who are tax exempt organizations, qualified retirement plans, individual retirement accounts and other tax deferred accounts, financial institutions, insurance companies, real estate investment trusts, regulated investment companies or brokers or dealers in securities;
- persons that acquired Maxtech Shares pursuant to the exercise of employee stock options or rights, or otherwise as compensation for services;
- persons having a functional currency for U.S. federal income tax purposes other than the U.S. dollar;
- persons that hold Maxtech Shares as part of a position in a straddle or as part of a hedging or conversion transaction;
- persons subject to the alternative minimum tax provisions of the Code;
- persons that own, directly or indirectly (including through the application of ownership attribution rules under the Code), 10% or more of the Maxtech Shares;
- U.S. expatriate or other former long term resident of the United States;
- persons that are partners or owners of partnerships or other "pass-through" entities; or
- persons who own their Maxtech Shares other than as a capital asset, as defined in the Code.

Such persons are urged to consult their own tax advisors regarding the U.S. federal income tax consequences of the Distribution, including the application of any special U.S. federal income tax rules in light of their particular circumstances.

State and Local Taxes, Foreign Jurisdictions Not Addressed

This summary does not address U.S. state or local tax consequences, or tax consequences in jurisdictions other than the U.S., arising from or related to the Distribution. **Each U.S. Holder is urged to consult their own tax advisor regarding the U.S. state and local tax consequences, and the tax consequences in jurisdictions other than the U.S., of the Distribution.**

Particular Circumstance of any Particular U.S. Holder Not Addressed

This summary does not take into account the particular facts and circumstances with respect to U.S. federal income tax issues of any particular U.S. Holder. **Each U.S. Holder is urged to consult their own tax advisor regarding the U.S. federal income tax consequences of the Distribution in light of their particular circumstances.**

Distribution of MHC Shares

This summary assumes that the series of transactions undertaken pursuant to the Arrangement involving (a) the renaming and redesignation of the Maxtech Shares as Maxtech Class A Shares, (b) the CSE of each issued and outstanding Maxtech Class A Share for one New Share and one Maxtech Class A Preferred Share, (c) the redemption by the Company of each issued and outstanding Maxtech Class A Preferred Share for a *pro rata* number of 11,216,316 MHC Shares and (d) the cancellation of each Maxtech Class A Share and each Maxtech Class A Preferred Share (collectively the "**Distribution**") will be treated by the IRS, under the step transaction doctrine or otherwise, as if (i) the Company directly distributed the MHC Shares to the holders of the Maxtech Shares and (ii) the intervening steps of the Distribution (including those steps of the Distribution described in the preceding sentence) did not occur. However, because the Distribution will be effected under the applicable provisions of Canadian law that are technically different from analogous provisions of U.S. corporate law, there can be no assurances that the IRS or a U.S. court would not take a contrary view of the Distribution. In particular, it is possible that the IRS could analyze the various steps of the Distribution described above separately and independently, and could determine the U.S. federal income tax consequences of the various steps of the Distribution on such a separate and independent basis.

Assuming that the Distribution is treated for U.S. federal income tax purposes in the manner described in the paragraph immediately above, subject to the passive foreign investment company ("**PFIC**") rules discussed below, the Distribution will result in the following U.S. federal income tax consequences to U.S. Holders:

- U.S. Holders will be required to include in gross income as a dividend for U.S. federal income tax purposes the fair market value of the MHC Shares received, determined as of the date of the Distribution, to the extent that the Company has current or accumulated "earnings and profits" as calculated for U.S. federal income tax purposes (without reduction for any Canadian income tax withheld). Dividend income recognized by a U.S. Holder as a result of the Distribution generally will be treated as "foreign source" income for purposes of applying the U.S. foreign tax credit rules. See "Foreign Tax Credit" below. A dividend resulting from the Distribution generally will be taxed at the preferential tax rates applicable to long term capital gains if (a) the Company is a "qualified foreign corporation" (as defined below), (b) the U.S. Holder receiving such dividend is an individual, estate, or trust, and (c) such dividend is paid on Maxtech Shares that have been held by such U.S. Holder for at least 61 days during the 121 day period beginning 60 days before the "ex dividend date." The Company generally will be a "qualified foreign corporation" under Section 1(h)(11) of the Code (a "**QFC**") if (a) the Company is eligible for the benefits of the Canada U.S. Tax Convention, or (b) the Maxtech Shares are readily tradable on an established securities market in the U.S. However, even if the Company satisfies one or more of such requirements, the Company will not be treated as a QFC if the Company is a PFIC for the tax year during which the Distribution occurs or for the preceding tax year. As discussed below, the Company anticipates that it will qualify as a PFIC for the tax year that includes the date of the Distribution. Accordingly, the Company anticipates that it will not be a QFC. Assuming that the Company is not a QFC, a dividend resulting from the Distribution to a U.S. Holder, including a U.S. Holder that is an individual, estate, or trust, generally will be taxed at ordinary income tax rates (and not at the preferential tax rates applicable to long term capital gains). **The dividend rules are complex, and each U.S. Holder is urged to consult its own tax advisor regarding the application and effect of the dividend rules.**
- To the extent that the fair market value of the MHC Shares received, determined as of the date of the Distribution, exceeds current and accumulated "earnings and profits" of the Company, such excess will be treated (a) first as a return of capital, up to the U.S. Holder's adjusted tax basis in the Maxtech Shares (which will reduce a U.S. Holder's tax basis in such Maxtech Shares), and (b) thereafter, as gain from the sale or CSE of Maxtech Shares. Preferential tax rates for long term capital gains are applicable to a U.S. Holder that is an individual, estate or trust. There are currently no preferential tax rates for long term capital gains for a U.S. Holder that is a corporation (other than an S Corporation). Deductions for capital losses are subject to significant limitations. Capital gain recognized by a U.S. Holder as a result of the Distribution generally will be treated as "U.S. source" gain for purposes of applying the U.S. foreign tax credit rules. See "Foreign Tax Credit" below.
- A U.S. Holder's initial tax basis in the MHC Shares received in the Distribution will be equal to the fair market value of such MHC Shares, determined on the date of the Distribution;

- A U.S. Holder's holding period for the MHC Shares received by a U.S. Holder will begin on the day after receipt.

PFIC Rules

Definition of a PFIC

Section 1297 of the Code defines a PFIC as a corporation that is not formed in the U.S. and, for any taxable year, either (a) 75% or more of its gross income is "passive income" or (b) the average percentage, by fair market value (or, if the corporation is not publicly traded and either is a controlled foreign corporation or makes an election, by adjusted tax basis), of its assets that produce or are held for the production of "passive income" is 50% or more. "Passive income" includes, for example, dividends, interest, certain rents and royalties, certain gains from the sale of stock and securities and certain gains from commodities transactions.

For purposes of the PFIC income test and asset test described above, if the corporation owns, directly or indirectly, 25% or more of the total value of the outstanding shares of another foreign corporation, such corporation will be treated as if it (a) held a proportionate share of the assets of such other foreign corporation and (b) received directly a proportionate share of the income of such other foreign corporation. In addition, for purposes of the PFIC income test and asset test described above, "passive income" does not include any interest, dividends, rents, or royalties that are received or accrued by the corporation from a "related person" (as defined in Section 954(d)(3) of the Code), to the extent such items are properly allocable to the income of such related person that is not passive income.

PFIC Status of the Company

Based on the Company's current and projected income, assets and activities, the Company anticipates that it will qualify as a PFIC for the tax year that includes the date of the Distribution. In addition, the Company believes that it qualified as a PFIC for its most recent tax year ended on or prior to the date of the Distribution and in previous tax years. The determination of whether the Company will be a PFIC for a taxable year depends, in part, on the application of complex U.S. federal income tax rules, which are subject to differing interpretations. In addition, whether the Company will be a PFIC for the taxable year that includes the date of the Distribution depends on the assets and income of the Company over the course of such taxable year and, as a result, cannot be predicted with certainty as of the date of this Circular. However, there can be no assurances that the Company's determination regarding its past, current or anticipated PFIC status will not be challenged by the IRS.

Impact of PFIC Rules on U.S. Holders in the Distribution QEF Election

QEF Election

The impact of the PFIC rules on a U.S. Holder in the Distribution will depend on whether the U.S. Holder has made a timely and effective election to treat the Company as a qualified electing fund under Section 1295 of the Code (a "**QEF Election**") for the tax year that is the first year in the U.S. Holder's holding period of the Maxtech Shares during which the Company qualified as a PFIC. A U.S. Holder of the Company who made such a QEF Election will be referred to in this summary as an "**Electing Shareholder**" and a U.S. Holder of the Company who did not make such a QEF Election will be referred to in this summary as a "**Non-Electing Shareholder**". The impact of the PFIC rules on a U.S. Holder in the Distribution may also depend on whether the U.S. Holder has made a mark to market election under Section 1296 of the Code. See "Mark to Market Election" below.

If a U.S. Holder has not made a timely and effective QEF Election with respect to the first year in the U.S. Holder's holding period in which the Company qualified as a PFIC, such U.S. Holder may qualify as an Electing Shareholder by filing on a timely filed U.S. income tax return (including extensions) a QEF Election and a "deemed sale election" to recognize, under the rules of Section 1291 of the Code, any gain that the U.S. Holder would otherwise recognize if the U.S. Holder sold his or her stock on the "qualification date". The qualification date is the first day of the Company's tax year in which the Company qualified as a "qualified electing fund" with respect to such U.S. Holder. The deemed sale election can only be made if such U.S. Holder held Maxtech Shares on the qualification date. By timely making such QEF and deemed sale elections, the U.S. Holder will be deemed to have made a timely QEF Election. In addition to the above rules, under very limited circumstances, a U.S. Holder may make a retroactive QEF Election if such U.S. Holder failed to file the QEF Election documents in a timely manner.

If a U.S. Holder has made a QEF Election with respect to the Company, then the Company would have to annually provide such U.S. Holder with certain information concerning the Company's income and gain, calculated in accordance with the Code, and also would have to comply with certain record keeping requirements imposed on a QEF in order for such U.S. Holder to satisfy the QEF reporting rules. The Company has not provided its U.S. Holders with such QEF information in prior tax years and does not intend to provide such QEF information in the current tax year.

U.S. Holders are urged to contact their own tax advisors regarding the advisability of and procedure for making the QEF election, and the U.S. federal income tax consequences of making the QEF election.

Mark to Market Election

U.S. Holders who hold, actually or constructively, "marketable stock" (as specifically defined in the Treasury Regulations) of a foreign corporation that qualifies as a PFIC may annually elect to mark such stock to the market (a "**Mark-to-Market Election**"). If a Mark-to-Market Election is made, a U.S. Holder generally will not be subject to the special taxation rules of Section 1291 of the Code discussed below. However, if the Mark-to-Market Election is made by a NonElecting Shareholder after the beginning of the holding period for the Maxtech Shares during a time in which the Company qualified as a PFIC, then the Section 1291 rules discussed below will apply to certain dispositions of distributions on and other amounts taxable with respect to such Maxtech Shares.

U.S. Holders are urged to contact their own tax advisors regarding the advisability of and procedure for making the Mark-to-Market Election and the U.S. federal income tax consequences of making the Mark to Market Election.

Taxation of Distribution under PFIC Rules

With respect to a NonElecting Shareholder, special rules under Section 1291 of the Code will apply to gains recognized by a Non Electing Shareholder on disposition of the Maxtech Shares and to "excess distributions" (generally, distributions received in the current tax year that are in excess of 125% of the average distributions received during the three preceding years or, if shorter, the U.S. Holder's holding period for the Maxtech Shares) received by such NonElecting Shareholder from the Company. A Non Electing U.S. Holder generally would be required to prorate all such gains and "excess distributions" over the entire holding period for such Maxtech Shares. The portion of the gain or excess distribution allocated to prior years in such Non Electing Shareholder's holding period for such Maxtech Shares (other than years prior to the first taxable year of the Company during such NonElecting Shareholder's holding period and beginning after January 1, 1987 for which the Company qualified as a PFIC) will be taxed at the highest tax rate applicable to ordinary income for each such prior year. The NonElecting Shareholder also will be liable for interest on the resulting tax liability for each such prior year, calculated as if such tax liability had been due with respect to each such prior year. A Non Electing Shareholder that is not a Corporation must treat this interest charge as "personal interest" which is wholly nondeductible. The portion of the gain or excess distribution allocated to the current tax year will be treated as ordinary income in the year of the disposition or "excess distribution," and no interest charge will be owed with respect to the resulting tax liability.

If and to the extent that the Distribution of the MHC Shares constitutes an "excess distribution" under the PFIC rules with respect to a Non-Electing Shareholder, such Non-Electing Shareholder will be subject to the foregoing tax rules with respect to the receipt of the MHC Shares in the Distribution. In addition, the Distribution of the MHC Shares pursuant to the Arrangement may be treated, under proposed Treasury Regulations, as the "indirect disposition" by a Non-Electing Shareholder of such Non-Electing Shareholder's indirect interest in MHC, which generally would be subject to the rules of Section 1291 of the Code discussed above.

Electing Shareholders generally will not be subject to the special taxation rules of Section 1291 applicable to "excess distributions" with respect to the Distribution. See "QEF Election" above. Also, as discussed above, a U.S. Holder who makes a Mark to Market Election with respect to Maxtech Shares held, generally will not be subject to the special taxation rules of Section 1291 applicable to "excess distributions" with respect to the Distribution. However, if the Mark to Market Election is made by a NonElecting Shareholder after the beginning of the holding period for the Maxtech Shares during a time in which the Company qualified as a PFIC, then the Section 1291 rules may continue to apply to the Distribution. See "Mark to Market Election" above.

Lack of Guidance

The PFIC rules are complex and subject to interpretation. The implementation of certain aspects of the PFIC rules requires the issuance of Treasury Regulations that, in many instances, have not been promulgated and that may have retroactive effect when promulgated. There can be no assurance that any of these proposals will be enacted or promulgated, and if so, the form they will take or the effect that they may have on this summary. **Accordingly, and due to the complexity of the PFIC rules, U.S. Holders are urged to consult their own tax advisors concerning the impact of the PFIC rules on the Distribution, including, without limitation, whether a QEF Election or Mark to Market Election may be used to reduce the significant adverse U.S. federal income tax consequences of the PFIC rules.**

Dissenting U.S. Holders

Subject to the PFIC rules discussed above, a U.S. Holder who exercises the right to dissent from the Distribution and receives cash in payment for all of such U.S. Holder's Maxtech Shares will recognize gain or loss in an amount equal to the difference, if any, between (a) the amount of cash received (other than amounts, if any, which are or are deemed to be interest for U.S. federal income tax purposes, which amounts will be taxed as ordinary income) and (b) such U.S. Holder's adjusted tax basis in its Maxtech Shares. Subject to the PFIC rules discussed above, such gain or loss generally will be capital gain or loss, and will be long term capital gain or loss if the U.S. Holder's holding period for such Maxtech Shares is in excess of one year at the time of the Distribution.

Preferential tax rates for longterm capital gains are applicable to a U.S. Holder that is an individual, estate or trust. There are currently no preferential tax rates for longterm capital gains for a U.S. Holder that is a corporation (other than an S Corporation). Deductions for capital losses are subject to significant limitations. Capital gains recognized by a U.S. Holder as a result of exercising the right to dissent from the Distribution generally will be treated as "U.S. source" gains for purposes of applying the U.S. foreign tax credit rules. See "Foreign Tax Credit" below.

Currency Gains

The fair market value of any Canadian currency received by a U.S. Holder in the Distribution generally will be based on the rate of CSE on the date of the Distribution. A subsequent disposition of any Canadian currency received (including its conversion into U.S. currency) generally will give rise to gain or loss, treated as ordinary income or loss. **U.S. Holders are urged to consult their own tax advisors concerning the U.S. federal income tax consequences of acquiring, holding and disposing of Canadian dollars.**

Foreign Tax Credit

A U.S. Holder who pays (or has withheld) Canadian income tax with respect to the Distribution may be entitled, at the option of the U.S. Holder, to either receive a deduction or a tax credit for U.S. federal income tax purposes with respect to such foreign tax paid or withheld. Generally, it will be more advantageous to claim a credit because a credit reduces U.S. federal income taxes on a dollar for dollar basis, while a deduction merely reduces the taxpayer's income subject to U.S. federal income tax. This election is made on a year by year basis and applies to all foreign taxes paid by (or withheld from distributions to) the U.S. Holder during that year. There are significant and complex limitations that apply to the foreign tax credit, among which is the general limitation that the credit cannot exceed the proportionate share of the U.S. Holder's U.S. income tax liability that the U.S. Holder's "foreign source" income bears to his or its worldwide taxable income. In applying this limitation, the various items of income and deduction must be classified as either "foreign source" or "U.S. source". Complex rules govern this classification process. In addition, this limitation is calculated separately with respect to specific classes of income.

U.S. Holders who pay (or have withheld) Canadian income tax with respect to the Distribution are urged to consult their own tax advisors regarding the foreign tax credit rules and the potential benefits of the Canada U.S. Tax Convention.

No Ruling or Legal Opinion

No opinion of legal counsel and no ruling from the IRS concerning the U.S. federal income tax consequences of the Distribution has been obtained or will be requested. This summary is not binding on the IRS and the IRS is not precluded from taking a different position or positions. U.S. Holders should be aware that some of the U.S. federal income tax consequences of the Distribution are governed by provisions of the Code as to which there are no final Treasury Regulations and little or no judicial or administrative guidance.

Backup Withholding Tax and Information Reporting Requirements

Payments to certain U.S. Holders of dividends made on, or the proceeds of the sale or other disposition of, the Maxtech Shares may be subject to information reporting and U.S. federal backup withholding tax at the rate of 28% (subject to periodic adjustment) if the U.S. Holder fails to supply an accurate taxpayer identification number or otherwise fails to comply with applicable U.S. information reporting or certification requirements (typically provided on IRS Form W-9). Any amount withheld from a payment to a U.S. Holder under the backup withholding rules is allowable as a credit against the U.S. Holder's U.S. federal income tax, provided that the required information is furnished to the IRS.

U.S. Holders are urged to consult their own tax advisors concerning the backup withholding tax rules and compliance with applicable certification requirements.

APPROVAL OF THE MHC STOCK OPTION PLAN

Stock Option Plan of MHC

In July, 2014 the director of MHC established the MHC Stock Option Plan as a rolling stock option plan in accordance with the policies of the CSE. The maximum number of MHC Shares reserved for issuance under the MHC Stock Option Plan is ten (10%) percent of the issued and outstanding MHC Shares on a "rolling" basis. It is anticipated that MHC will have 11,216,316 issued MHC Shares on the Effective Date such that the MHC Stock Option Plan will initially have 1,121,631 MHC Shares allotted to it. See "MHC After the Arrangement – Stock Options and Warrants"

Purpose of the MHC Stock Option Plan

The purpose of the MHC Stock Option Plan is to provide an incentive to MHC's directors, officers, employees, management companies and consultants to continue their involvement with MHC, to increase their efforts on MHC's behalf and to attract new qualified employees, while at the same time reducing the cash compensation the Company would otherwise have to pay. The MHC Stock Option Plan is also intended to assist in aligning management and employee incentives with the interests of Shareholders.

General Description and CSE Policies

The following is a brief description of the principal terms of the MHC Stock Option Plan, which description is qualified in its entirety by the terms of the MHC Stock Option Plan. A full copy of the MHC Stock Option Plan is available to Maxtech Shareholders upon request and will be available at the Meeting.

Number of Shares Reserved. The number of MHC Shares which may be issued pursuant to options granted under the plan shall not exceed ten (10%) percent of the issued and outstanding MHC Shares from time to time at the date of grant.

Maximum Term of Options. The term of any options granted under the Plan is fixed by the board of directors and may not exceed five years from the date of grant. The options are non-assignable and non-transferable.

Exercise Price. The exercise price of options granted under the plan is determined by the board of directors, provided that the exercise price is not less than the price permitted by the CSE or, if the MHC Shares are no longer listed on the CSE, then such other CSE or quotation system on which the MHC Shares are listed or quoted for trading.

Amendment. The terms of an option may not be amended once issued under CSE requirements. If an option is cancelled prior to the expiry date, MHC shall not grant new options to the same person until thirty days have elapsed from the date of cancellation.

Vesting. Vesting, if any, and other terms and conditions relating to such options shall be determined by the board of directors of MHC or the Committee (as hereinafter defined) from time to time and in accordance with CSE requirements.

Termination. Any options granted pursuant to the plan will terminate generally within ninety days of the option holder ceasing to act as a director, officer, employee, management company or consultant of the Company or any of its affiliates, and within generally thirty days of the option holder ceasing to act as an employee engaged in investor relations activities, unless such cessation is on account of death. If such cessation is on account of death, the options terminate on the first anniversary of such cessation. If such cessation is on account of cause, or terminated by regulatory sanction or by reason of judicial order, the options terminate immediately. Options that have been canceled or that have expired without having been exercised shall continue to be issuable under the plan. The plan also provides for adjustments to outstanding options in the event of any consolidation, subdivision or CSE of the MHC Shares.

Administration. The plan is administered by the board of directors of MHC or, if the board of MHC so elects, by a Committee (the "**Committee**"), which committee shall consist of at least two board members, appointed by the board of directors of MHC.

Board Discretion. The plan provides that, generally, the number of MHC Shares subject to each option, the exercise price, the expiry time, the extent to which such option is exercisable, including vesting schedules, and other terms and conditions relating to such options shall be determined by the board of directors of MHC or the Committee and in accordance with CSE requirements.

The Maxtech Shareholders will be asked at the Meeting to approve, ratify and affirm by ordinary resolution the MHC Option Plan Resolution in substantially the form of resolution 2 set out in Schedule "A" attached to this Circular. A full copy of the MHC Stock Option Plan is available to Maxtech Shareholders upon request and will be available at the Meeting.

The Board unanimously recommends that shareholders vote FOR the MHC Stock Option Plan Resolution.

RIGHTS OF DISSENTERS

Dissenters' Rights

The Act does not contain a provision requiring the Company to purchase Maxtech Shares from Maxtech Shareholders who dissent from the Arrangement. However, pursuant to the terms of the Interim Order and the Plan of Arrangement, the Company has granted the Maxtech Shareholders who object to the Arrangement Resolution the right to dissent (the "**Dissent Right**") in respect of the Arrangement. A Dissenting Shareholder will be entitled to be paid in cash the fair value of the Dissenting Shareholder's Maxtech Shares so long as the dissent procedures are strictly adhered to. The Dissent Right is granted in Article 5 of the Plan of Arrangement. **A registered Dissenting Shareholder who intends to exercise the Dissent Right is referred to the full text of Sections 237 to 247 of the Act which is attached as Schedule "E" to this Circular.**

An Maxtech Shareholder who wishes to exercise his or her Dissent Right must give written notice of his or her dissent (a "**Notice of Dissent**") to the Company at its head office at 8338 - 120th Street, Surrey, British Columbia V5E 2M4, marked to the attention of the President, by either delivering the Notice of Dissent to the Company at least two days before the Meeting or by mailing the Notice of Dissent to the Company by registered mail post marked not later than two days before the Meeting.

The giving of a Notice of Dissent does not deprive a Dissenting Shareholder of his or her right to vote at the Meeting on the Arrangement Resolution. However, the procedures for exercising Dissent Rights given in Schedule "D" must be strictly followed as a vote against the Arrangement Resolution or the execution or exercise of a proxy voting against the Arrangement Resolution does not constitute a Notice of Dissent.

Maxtech Shareholders should be aware that they will not be entitled to exercise a Dissent Right with respect to any Maxtech Shares if they vote (or instruct or are deemed, by submission of any incomplete proxy, to have instructed his or her proxy holder to vote) in favor of the Arrangement Resolution. A Dissenting Shareholder may, however, vote as a proxy for an Maxtech Shareholder whose proxy requires an affirmative vote on the Arrangement Resolution, without affecting his or her right to exercise the Dissent Right.

In the event that an Maxtech Shareholder fails to perfect or effectively withdraws its claim under the Dissent Right or forfeits its right to make a claim under the Dissent Right, each Maxtech Share held by that Maxtech Shareholder will thereupon be deemed to have been exchanged in accordance with the terms of the Arrangement as of the Effective Date.

Maxtech Shareholders who wish to exercise Dissent Rights should review the dissent procedures described in Schedule "F" and seek legal advice, as failure to adhere strictly to the Dissent Right requirements will result in the loss or unavailability of any right to dissent.

RISK FACTORS

In evaluating the Arrangement, Maxtech Shareholders should carefully consider, in addition to the other information contained in this Circular, the following risk factors associated with MHC. These risk factors are not a definitive list of all risk factors associated with MHC and the business to be carried out by MHC..

General and Industry Risks

In the normal course of business, MHC will be subject to the risks and uncertainties common to the real estate industry, which is by its nature a cyclical business. It will also be subject to the general economic conditions as well as the stock market conditions. These risks include the ability to find an economically developable real estate lands and due to the recent economic climate, MHC will also be impacted by the global credit crisis which creates additional credit liquidity risks to manage for the future.

Securities of MHC and Dilution

MHC plans to focus on the development of the Asset as well as new projects it may acquire from time to time, and will use its working capital to carry out such activities. MHC will require additional funds to further such activities. To obtain such funds, MHC may sell additional securities including, but not limited to, its common shares or some form of convertible security, the effect of which would result in substantial dilution of the equity interests of the holders of MHC Shares.

There is no assurance that additional funding will be available to MHC to develop the Property, to purchase additional mineral properties or for the substantial capital that is typically required in order to develop a mineral project. There is no assurance that MHC will be able to obtain adequate financing in the future or that the terms of such financing will be favourable. Failure to obtain such additional financing could result in the delay or indefinite postponement of further development of the Property or any other property that MHC may acquire.

Competition

Significant and increasing competition exists in real estate development market and securities markets. A turn-around in the markets and increased buyer and credit activity must be present for demand to increase.

Conflicts of Interest

Certain directors and officers of Maxtech are, and may continue to be, involved in the real estate industry and mineral property or the distribution agreement through their direct and indirect participation in corporations, partnerships or joint ventures which are potential competitors of MHC. Situations may arise in connection with potential acquisitions or investments where the other interests of these directors and officers may conflict with the interests of MHC. The directors of MHC are required by law, however, to act honestly and in good faith with a view to the best interests of MHC and their shareholders and to disclose any personal interest which they may have in any material transaction which is proposed to be entered into with MHC and to abstain from voting as a director for the approval of any such transaction.

No History of Earnings or Dividends

As newly formed companies, MHC has no history of earnings, and there is no assurance that the Property, or any other property that may be acquired by MHC, will generate earnings, operate profitably or provide a return on investment in the future. MHC have no plans to pay dividends for the foreseeable future.

Potential Profitability Depends Upon Factors Beyond the Control of MHC

The potential profitability Asset or any other projects or investments that may be acquired by MHC is dependent upon many factors beyond MHC's control. Additionally, events which cause worldwide economic uncertainty may make raising of funds for development difficult. These changes and events may materially affect the financial performance of MHC. Profitability also depends on the costs of operations, including costs of labour, equipment, electricity, environmental compliance or other production inputs and consulting costs. Such costs will fluctuate in ways MHC cannot predict and are beyond MHC's control, and such fluctuations will impact on profitability and may eliminate profitability altogether. Additionally, events which cause worldwide economic uncertainty may make raising of funds for development difficult. These changes and events may materially affect the financial performance of MHC.

Regulations, Permits, and Compliance

The current or future operations of MHC, may require permits and approvals from local governmental authorities as well as market research and analysis. There can be no assurance that any or all permits and approvals or research, which MHC may require for the Property or other projects which MHC may undertake will be given.

Dependency on a Small Number of Management Personnel

MHC is dependent on a relatively small number of key personnel, the loss of any of whom could have an adverse effect on MHC and its business operations.

Supply and Demand

MHC's performance would be affected by the supply and demand. Key drivers of demand include the end of the recession, industrial demand, research and new products. The potential for reduced sales revenue exists in the event that demand diminishes or supply becomes over abundant thereby driving down prices for the Property or other properties the Company may acquire from time to time. Value of equity stocks will fluctuate and may be driven down in the event demand diminishes and global economies continue to suffer.

Development Costs

MHC may experience loss due to higher prices of labor and consulting fees and costs of materials. MHC will closely monitor the costs of services and materials and look for long-term commitments for those prices whenever possible. Costs of development and building have fluctuated over the past several years, and MHC intends to pass such additional costs to buyers through higher pricing. Any significant increase that MHC can't pass on to buyers may have a negative material impact on MHC and its business operations.

THE COMPANY AFTER THE ARRANGEMENT

The following is a description of the Company assuming completion of the Arrangement.

Name, Address and Incorporation

Maxtech was incorporated in British Columbia, Canada, by registration of memorandum and articles under the *British Columbia Company Act* (since replaced by the Act) on April 19, 2000. The Company had 11,216,316 common shares issued and outstanding as at August 15, 2014.

Maxtech's principal executive office is located at 8338 - 120th Street, Surrey, British Columbia, Canada V3W 3N4. The Company's registered and records office address is Suite 8338-120th Street, Surrey, B.C. V3W 3N4.

Directors and Officers

The completion of the Arrangement will not cause any changes in the directors of the Company who are elected at the Meeting or of the current officers of the Company.

Business of the Company - Three-year history

The Company initially listed on the Toronto Venture Stock exchange but later on migrated to the CSE, where its shares currently trade, as a diversified industries and investment corporation. The Company acquired certain mineral interests in three mining projects in India and Canada, and shares of publically traded Canadian mining exploration companies. The Company later identified that significant opportunity in real estate related investment in central California, specifically in the Sacramento Valley and investigated the development of vineyards and detached residential housing development in that region. The Company listed its shares on the Canadian Securities CSE as a diversified industries and investment corporation in July, 2013 and simultaneously de-listed its shares from the Venture CSE.

Business of the Company Following the Arrangement

Following completion of the Arrangement, the Company will continue to operate as a publicly traded diversified industry investment company.

Business Overview

The Company will continue its operations as a publicly traded diversified industry investment company holding mineral claim rights in India and Canada.

Description of Share Capital

The authorized share capital of the Company consists of an unlimited number of common shares.

Maxtech Shareholders are entitled to receive notice of any meeting of Maxtech Shareholders and to attend and vote thereat, except those meetings at which only the holders of shares of another class or of a particular series are entitled to vote. Each Maxtech Share entitles its holder to one vote at meetings at which they are entitled to attend and vote. The holders of Maxtech Shares are entitled to receive, on a *pro rata* basis, such dividends as the Board may declare out of funds legally available for the payment of dividends. On the dissolution, liquidation, winding up or other distribution of the assets of the Company, Maxtech Shareholders are entitled to receive on a *pro rata* basis all of the assets of the Company remaining after payment of all of the Company's liabilities and subject to the prior rights attached to any preferred shares of Maxtech to receive a return of capital and unpaid dividends. The Maxtech Shares carry no preemptive or conversion rights.

Changes in Share Capital

As at August 15, 2014 the Company had 11,216,316 common shares issued and outstanding

Dividend Policy

The Company has not created a class of preference shares.

Trading Price and Volume

The Maxtech Shares are listed and posted for trading on the CSE under the symbol MVT. The following sets forth information relating to the trading of the Maxtech Shares on the CSE for the months indicated:

2014	Open	Close	Volume
May	\$0.21	\$0.20	10,000
June	\$0.20	\$0.30	30,000
July	\$0.30	\$0.45	2,000

Material Contracts

The following are the contracts material to Maxtech:

- (1) The Arrangement Agreement; and
- (2) Maxtech Stock Option Plan

Selected Unaudited ProForma Consolidated Financial Information of the Company

Unaudited Pro-forma Consolidated Balance As at July 31, 2013		\$
Assets		
Current Assets		
Cash	100,000	
Notes receivable	56,000	

Other receivables	3,145
	159,145
Equipment	24,537
Exploration and evaluation assets	3
Total Assets	183,685
Liabilities and Shareholders' Equity	
Current Liabilities	
Accounts payable and accrued liabilities	44,181
Shareholders' Equity	
Share capital	8,130,000
Reserves	5,278,428
Deficit	(13,268,924)
Total Equity	139,504
Total Liabilities and Shareholders' Equity	183,685

MHC AFTER THE ARRANGEMENT

The following is a description of MHC assuming completion of the Arrangement.

Name, Address and Incorporation

MHC was incorporated pursuant to the laws of the State of Nevada, USA, for the purposes of holding, developing and managing real estate in the United States and other assets, and is currently a private company and a wholly-owned subsidiary of Maxtech . MHC's head office is located at 8338 - 120th Street, Surrey, British Columbia, and its registered and records office is located at 8338 - 120th Street, Surrey, British Columbia.

Inter-corporate Relationships

MHC does not have any subsidiaries.

Significant Acquisition and Dispositions

MHC has not completed a fiscal year. There are no significant acquisitions or dispositions, completed or probable, for which financial statements would be required under applicable securities legislation, save pursuant to this Arrangement described herein. Details of the Arrangement are provided under "The Arrangement". The Arrangement, if successfully completed, will result in MHC holding real estate properties. The future operating results and financial position of MHC cannot be predicted. Shareholders may review the Maxtech and MHC *proforma* consolidated financial statements attached as Schedule "G" and Schedule "E" hereto respectively.

Trends

MHC is primarily a real estate development and management company although it will invest in other projects and assets in various industries. MHC's principal business following the Arrangement will be the management/development of the Asset and may also acquire additional projects/investments. Accordingly, MHC's financial success may be dependent upon the extent to which it can develop the real estate properties and the economic viability of such, as well as the extent to which it can manage and develop the equities and other items forming the Asset to be transferred to it pursuant to the Arrangement. The success is largely dependent upon factors beyond MHC's control. See "Risk Factors".

Other than as disclosed in this Circular, MHC is not aware of any trends, uncertainties, demands, commitments or events which are reasonably likely to have a material effect upon its revenues, income from continuing operations, profitability, liquidity or capital resources, or that would cause reported financial information not necessarily to be indicative of future operating results or financial condition.

General Development of MHCs Business

MHC was incorporated on October 18, 2013 and has not yet commenced commercial operations. MHC will acquire the Asset pursuant to the Arrangement, and will commence operations as real estate development/management and investment company.

MHC's Business History

MHC is a new company established for the purposes of holding, developing and/or managing real estate properties.

On November 6, 2013 Maxtech acquired real property located at 11900 Franklin Boulevard, Elk Grove, California USA 95757. On December 31, 2013 Maxtech acquired industrial property located at 5069 Bradshaw Road, Sacramento, California, USA95829. In July, 2014 the Company acquired 4 acres of residential property, with two residences located on it, one of which is leased for one year.

The Board of Maxtech has determined that it would be in the best interests of the Company to continue to focus its business efforts on its principal business activities, being the investment in diversified industries and transfer its interest in the Property aforesaid to MHC pursuant to a plan of arrangement, in CSE for MHC Shares that would be distributed to the Maxtech Shareholders.

Pursuant to the Arrangement, Maxtech will transfer to MHC all of Maxtech ' interest in the Property in CSE for 11,216,316 MHC Shares, which shares will be distributed to the Maxtech Shareholders who hold Maxtech Shares on the Share Distribution Record Date. The funds to be received by MHC pursuant to the Arrangement should provide MHC with the capital necessary to complete a feasibility study on the Distribution, to pay related applications and approvals, for general and administrative expenses and for working capital purposes. Completion of the Arrangement is subject to the approval of the Arrangement by the Maxtech Shareholders, the Court and the CSE.

Selected Unaudited Pro-Forma Financial Information of MHC

Pro-Forma Balance Sheet

July 31, 2013

(Prepared by Management - Unaudited)

(Stated in Canadian Dollars)

Pro-Forma Balance Sheet

(Unaudited - Expressed in Canadian Dollars)

July 31, 2013

	Unadjusted	Pro-forma Adjustment	Pro-forma Adjustment	After- Adjusted Pro-forma
	\$	\$	\$	\$
	Note 1	Note 2a	Note 2b	
Assets				
Current Assets				
Cash	-	1,034,538	-	1,034,538
Marketable securities	-	69,506	-	69,506
Notes receivable	-	330,000	-	330,000
Other receivables	-	-	-	-
	-	1,434,044	-	1,434,044
Equipment	-	1	-	1
Properties	-	2,386,039	-	2,386,039
Exploration and evaluation assets	-	-	-	-
Total Assets	-	3,820,084	-	3,820,084
Liabilities and Shareholders' Equity				
Current Liabilities				
Accounts payable and accrued liabilities	-	-	10,000	10,000
Shareholders' Equity				
Share capital	-	3,820,084	-	3,820,084
Reserves	-	-	-	-
Deficit	-	-	(10,000)	(10,000)
Total Equity	-	3,820,084	(10,000)	3,810,084
Total Liabilities and Shareholders' Equity	-	3,820,084	-	3,820,084

-----See accompanying notes to the unaudited pro-forma balance sheet-----

Notes to the Pro-forma Balance Sheet
July 31, 2013
(Unaudited - stated in Canadian dollars)

3. BASIS OF PRESENTATION

Maxtech Holdings Corp. ("MHC" or the "Company"), a wholly owned subsidiary of Maxtech Ventures Inc. ("MVT") that was incorporated in the United States of America on October 18, 2013. MHC has entered into an arrangement agreement ("Agreement") with MVT, in order to execute a proposed plan of arrangement ("Arrangement") in

connection with the reorganization of MVT's assets those are not related to exploration of mineral properties ("Non-Mining Assets").

This unaudited pro-forma balance sheet has been compiled for the purpose of inclusion in the management information circular of MVT dated August 15, 2014 ("Information Circular"), in connection with the Arrangement. A pro-forma presentation of operations for the period ending July 31, 2013 is not considered practicable in this circumstance nor would it provide any meaningful information to financial statement users.

This unaudited pro-forma balance sheet has been derived from the audited balance sheet of MVT as at July 31, 2013 and gives effect to MVT's proposed Arrangement under the Business Corporations Act (British Columbia), as described herein. Upon completion of the Arrangement, as more fully described in Note 2, MVT's Non-Mining Assets will be owned by the Company, which itself will be owned directly by the shareholders of MVT.

This pro-forma balance sheet has been prepared as if the Arrangement had occurred on July 31, 2013 and that the adjustments disclosed in Note 2 had occurred on the same date. In the opinion of management, the pro-forma balance sheet includes all the adjustments necessary for fair presentation in accordance with Canadian generally accepted accounting principles, inclusive of the effect of the assumptions disclosed in Note 3.

This pro-forma balance sheet is not necessarily reflective of the financial position that would have resulted if the events reflected herein under the Arrangement had occurred on July 31, 2013, but rather expresses the pro-forma results of specific transactions currently proposed. Further, this pro-forma balance sheet is not necessarily indicative of the financial position that may be attained in the future. This pro-forma balance sheet should also be read in conjunction with MVT's audited annual financial statements for the year ended July 31, 2013 which are also included in the Information Circular of MVT.

Notes to the Pro-forma Balance Sheet
July 31, 2013
(Unaudited - stated in Canadian dollars)

4. PRO-FORMA ADJUSTMENTS

This pro-forma balance sheet gives effect to the following transactions as if they had occurred in accordance with the Arrangement as at July 31, 2013:

(a) These adjustments are account for transactions happened directly related to the Arrangement

- receipt of the following Non-Mining Assets from MVT

	\$
Cash	1,034,538
Marketable securities	69,506
Note receivable	330,000
Equipment that has been previously fully provided	1
Three pieces of real properties *	2,386,039
Total	3,820,084

* These three pieces of real properties are 11900 Franklin Boulevard, Elk Grove, CA with a carrying value of \$699,645, 6059 Bradshaw Road, Sacramento, CA with a carrying value of \$1,286,614, and 12441 E. Camino del Garnon, Tucson, AZ with a carrying value of \$399,780 respectively. More details of these properties are available at the Note 9 to MVT's unaudited interim financial statements for the nine months ended April 30, 2014 and the press release of MVT dated July 22, 2014.

- Issuance of 11,216,334 common shares of the Company to MVT as consideration of the receipt of MVT's

Non-Mining Assets at the value of \$3,820,084

(c) Accrue \$10,000 professional fees in connection with the completion of the Arrangement.

3. PRO-FORMA ASSUMPTIONS

Pursuant to the Arrangement, the Non-Mining Assets will be transferred from MVT to MHC; and immediately after the Arrangement, all the outstanding common shares of MHC will be distributed to the shareholders of MVT. The shareholders of MVT, at the time of the completion of the Arrangement, will continue collectively owning the Non-Mining Assets. As a result, there will be no substantial change in the beneficial ownership of the Non-Mining Assets after the completion of the Arrangement. As such the transfer of the Non-Mining Assets is recorded at carrying values in the accounts of MVT and no gain or loss is recognized in the book of MVT.

Dividends

There is no class of preferred shares created at this time.

Business of MHC Following the Arrangement

General

MHC is not carrying on any business at the present time. On completion of the Arrangement, MHC will commence its business as property development/management company. MHC intends to commence feasibility studies in regard to the development of the Property. The feasibility study will consider the development of the Property and how to best achieve it.

Liquidity and Capital Resources

Pursuant to the Arrangement, Maxtech will transfer to MHC all of Maxtech ' interest in Property in CSE for 11,216,316 MHC Shares, which shares will be distributed to the Maxtech Shareholders who hold Maxtech Shares on the Share Distribution Record Date.

MHC is a start-up land development/management company and therefore has no regular source of income. As a result, MHC's ability to conduct operations, including the development of the lands or the evaluation and acquisition of additional land is based on its current cash and its ability to raise funds, primarily from equity sources, and there can be no assurance that MHC will be able to do so.

See "Selected Unaudited Pro-forma Financial Information" for information concerning the financial assets of MHC resulting from the Arrangement.

Results of Operations

MHC has not carried out any commercial operations to date.

Available Funds

The estimated unaudited pro-forma working capital of MHC at the date of application for listing on the CSE will be an excess of \$1,000,000, which will be transferred by Maxtech as a part of the Arrangement.

Principal Purposes for Available Funds

Assuming completion of the Arrangement, MHC will use the Available Funds as follows:

	Amount Allotted \$
Use of Available Funds	
To commence development programs for the property	20,000

To fund general and administrative expenses for twelve months	45,000
To provide working capital	35,000
Total	100,000
Excess	900,000

MHC currently intends to spend the Available Funds as set out above. There may be circumstances, however, where, for sound business reasons, a reallocation of funds may be necessary.

Administration Expenses

The following table discloses the estimated aggregate monthly and yearly general and administrative expenses that will be incurred by MHC:

Type of Administrative Expense	Monthly Estimated Expenditure	Twelve Month Estimated Expenditure
Rent and office services	\$ 2,500	\$ 30,000
Professional fees ⁽¹⁾	\$ 350	\$ 4,200
Regulatory filing fees	\$ 900	\$ 10,800
Total	\$ 3,750	\$ 45,000

⁽¹⁾ Audit and accounting.

Share Capital of MHC

The following table represents the share capitalization of MHC as at November 24, 2009, both prior to and assuming completion of the Arrangement.

Share Capital	Authorized	Prior to the Completion of The Arrangement	After Completion of the Arrangement
Common Shares	Unlimited	1 ⁽¹⁾	11,216,316

⁽¹⁾ The common share of Maxtech issued on incorporation and will be redeemed and cancelled by the Company concurrent with the completion of the Arrangement.

MHC is authorized to issue 100 million common shares without par value of which 11,216,316 common shares will be issued and outstanding following completion of the Arrangement.

Common Shares

Holders of MHC Shares are entitled to: (a) receive notice of and attend any meetings of shareholders of MHC and are entitled to one vote for each MHC Share held, except meetings at which only holders of a specified class are entitled to vote; (b) the right to receive, subject to the prior rights and privileges attaching to any other class of shares of MHC, including without limitation the rights of the holders of preferred shares, any dividend declared by MHC; and (c) the right to receive subject to the prior rights and privileges attaching to any other class of MHC shares, including without limitation the holders of preferred shares, the remaining property and assets of MHC upon dissolution. Subject to the provisions of the Act, MHC may by special resolution fix, from time to time before the issue thereof, the designation, rights, privileges, restrictions, and conditions attaching to each series of MHC Shares including, without limiting the generality of the foregoing, any voting rights, the rate or amount of dividends or the method of calculating dividends, the dates of payment thereof, the terms and conditions of redemption, purchase and conversion if any, and any sinking fund or other provisions. No special right or restriction attached to any issued shares shall be prejudiced or interfered with unless all shareholders holding shares of each class whose special right or restriction is so prejudiced or interfered with consent thereto in writing, or unless a resolution consenting thereto is passed at a separate class meeting of the holders of the shares of each such class by the majority required to pass a special resolution, or such greater majority as may be specified by the special rights attached to the class of shares of the issued shares of such class.

Fully Diluted Share Capital of MHC

The *proforma* fully diluted share capital of MHC, assuming completion of the Arrangement and the exercise of all Maxtech Share Commitments, is set out below:

Designation of MHC Securities	Number of MHC Shares	Percentage of Total
-------------------------------	----------------------	---------------------

MHC Shares issued in CSE for Assets, which shares will be distributed to the Maxtech Shareholders ⁽¹⁾	11,216,316	100%
Shares to be issued pursuant to the MHC Commitment	Not Applicable	
Total		100%

⁽¹⁾ Shares issued to Maxtech upon incorporation will be simultaneously cancelled.

Prior Sales of Securities of MHC

MHC issued common shares to Maxtech at a price of \$1.00 on incorporation on October 4, 2013 when it was incorporated.

Options and Warrants

Stock Options

The Maxtech Shareholders will be asked at the Meeting to approve the MHC Option Plan. See "Approval of the MHC Stock Option Plan". As of the Effective Date, assuming approval of the MHC Option Plan by the Maxtech Shareholders, there will be 11,216,316 MHC Shares available for issuance under the MHC Option Plan. As of the date of this Circular, MHC has not granted any options under the MHC Option Plan.

Convertible Securities

The following convertible securities of MHC will be outstanding as of the Effective Date.

Designation of Security	Date of Expiry	No. of Common Shares issuable upon exercise	Exercise Price ⁽²⁾
MHC Commitment	N/A	N/A	N/A

Principal Shareholders of MHC

To the knowledge of the directors and executive officers of the Company, no person or company will hold, directly or indirectly, as of the Effective Date or will have control or direction over, or a combination of direct or indirect beneficial ownership of and control or direction over, voting securities that will constitute more than 10% of the issued MHC Shares as of the Effective Date.

Directors and Officers of MHC

The following table sets out the names of the current and proposed directors and officers of MHC, the municipalities of residence of each, all offices currently held by each of them, their principal occupations within the five preceding years, the period of time for which each has been a director or executive officer of MHC, and the number and percentage of MHC Shares to be beneficially owned by each, directly or indirectly, or over which control or direction will be exercised, upon completion of the Arrangement.

Name, Province and Country of Residence	Principal Occupation or Employment During the Past 5 Years	Current Position(s) with the Company	Director/ Officer Since	Number of Securities Beneficially Owned or over which Control or Direction is Exercised
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<p>⁽¹⁾Lucky Janda British Columbia Canada</p>	<p>Mr. Janda is an independent businessman with over 25 years of experience in public companies and real estate development. Mr. Janda holds a Bachelor of Economics degree from the University of British Columbia and is a respected member of several community charitable organizations. He has served on multiple boards in the past of both TSX.V and CNSX listed companies. He was President and Chief Executive Officer of Arris Holdings Inc. from October 2009 to February 2012; was President of Quantitative Alpha Trading from January 2009 to November 2010; and President and Chief Executive Officer of Grand Peak Capital Corp. from July 2006 to 2009</p>	<p>President and Director</p>	<p>Oct.18/13</p>	<p>nil</p>
<p>⁽¹⁾David Jiminez</p>	<p>Mr. Jimenez specializes in Information technology and has done so for the last 14 years. He has worked for a variety of companies ranging from telecom, banking, manufacturing and software developers.</p>	<p>Director</p>	<p>Apr.6/14</p>	<p>nil</p>
<p>⁽¹⁾Rajen Janda</p>	<p>After studying Economics until 2010 at Simon Fraser University Rajen went on to obtain a degree in Financial Management from British Columbia Institute of Technology.</p> <p>For the past two years, Rajen has been working at Janda Group with his two primary focuses being accounting and agriculture. He has helped prepare and file tax returns for the employees and updated all general ledgers to ensure proficient account management. The agricultural division of Janda Group is however Rajen's main focus. He is responsible for managing 200 acres of farmland in British Columbia and handles the operational side of roughly 1,000 acres of agricultural land in California near the Sacramento area. In the past 4 months, he has been the point man in preparing 70 acres of virgin land and converting it into a vineyard.</p>	<p>Director</p>	<p>August 18, 2014</p>	<p>Nil</p>
<p>Ardell Harrison</p>	<p>Mr. Harrison is a Real Estate Broker/Owner and Agent Associated with Laguna Home & Ranch Realty, Sacramento, CA, since 1989 to Present .</p> <p>Previous to the foregoing he supervised real estate agents in the sale of commercial and residential properties. Monitored and advised agents in their daily negotiations for all direct marketing and sales to ensure smooth operation of the business. He has also taught Real Estate and Marketing skills to other real estate firms. He organized, directed and hosted a radio talk show covering real estate issues.</p> <p>Mr. Harrison also has accounting experience through Accu-Comp Business Systems, Sacramento, CA where he worked from 1986 to 1989 and through Confidential Bookkeeping Inc., Sacramento, CA, 1981 to 1986, providing tax consulting and bookkeeping services for over 100 companies located in the Sacramento area utilizing his extensive knowledge of tax law for preparing partnership, corporation, and personal tax returns.</p>	<p>Chief Financial Officer</p>	<p>August 18, 2014</p>	<p>Nil</p>

⁽¹⁾ Members of MHC's Audit Committee. MHC has no other committees.

Management of MHC

The following is a description of the individuals who will be directors and officers of MHC following the completion of the Arrangement:

Lucky Janda, CEO and Director
Ardell Harrision, CFO
David Jimenez, Director
Rajen Janda, Director

Corporate Cease Trade Orders or Bankruptcies

No director, officer, promoter or other member of management of MHC is, or within the ten years prior to the date of this Circular has been, a director, officer, promoter or other member of management of any other issuer that, while that person was acting in the capacity of a director, officer, promoter or other member of management of that issuer, was the subject of a cease trade order or similar order or an order that denied the issuer access to any statutory exemptions for a period of more than thirty consecutive days, was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or appointed to hold the assets of that director, officer or promoter.

Penalties or Sanctions

No director, officer, promoter or other member of management of MHC has, during the ten years prior to the date of this Circular, been subject to any penalties or sanctions imposed by a court or securities regulatory authority relating to trading in securities, promotion, formation or management of a publicly traded company, or involving fraud or theft.

Personal Bankruptcies

No director, officer, promoter or other member of management of MHC has, during the ten years prior to the date of this Circular, been declared bankrupt or made a voluntary assignment into bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangement, or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold his or her assets.

Conflicts of Interest

The directors of MHC are required by law to act honestly and in good faith with a view to the best interest of MHC and to disclose any interests which they may have in any project or opportunity of MHC. If a conflict of interest arises at a meeting of the board of directors, any director in a conflict will disclose his interest and abstain from voting on such matter. In determining whether or not MHC will participate in any project or opportunity, that director will primarily consider the degree of risk to which MHC may be exposed and its financial position at that time.

Except as disclosed in this Circular, to the best of the Company's knowledge, there are no known existing or potential conflicts of interest among MHC and its promoters, directors, officers or other members of management as a result of their outside business interests except that certain of the directors, officers, promoters and other members of management serve as directors, officers, promoters and members of management of other public companies, and therefore it is possible that a conflict may arise between their duties as a director, officer, promoter or member of management of such other companies.

Executive Compensation of MHC

The executive officers of MHC (the "**Executive Officers**") are:

Lucky Janda - Chief Executive Officer; Ardell Harrison - Chief Financial Officer

MHC does not have an employment contract with any of its Executive Officers pursuant to which the Executive Officers will be compensated for their services as executive officers of MHC.

Indebtedness of Directors and Executive Officers of MHC

No individual who is, or at any time from the date of MHC incorporation to the date hereof was a director or executive officer of MHC, or an associate or affiliate of such an individual, is or has been indebted to MHC.

MHC's Auditor

A. Dale Matheson Carr-Hilton Labonte, Chartered Accountants are the auditors of MHC.

MHC's Material Contracts

The following are the contracts which are material to MHC:

3. the Arrangement Agreement;
4. the MHC Option Plan

The material contracts described above may be inspected at the registered office of MHC at 8338 - 120th Street, Surrey, British Columbia, during normal business hours prior to the Meeting and for a period of thirty days thereafter.

Promoters

The Company is the promoter of MHC.

Transfer Agent and Registrar

The Company's registrar and transfer agent is Computershare Trust Company of Canada, 3rd Floor, 510 Burrard Street, Vancouver, British Columbia V6C 3B9.

LEGAL PROCEEDINGS

There are no pending legal proceedings to which the Company or MHC is or is likely to be a party or of which any of its properties are, or to the best of knowledge of management of the Company or MHC are, likely to be subject.

ADDITIONAL INFORMATION

Additional information relating to the Company is available on SEDAR at www.sedar.com. Shareholders of the Company may contact the Company to request copies of the Company's financial statements and management's discussion and analysis by sending a written request to 8338 - 120th Street, Surrey, British Columbia, V3W 3N4, Attention: Secretary. Financial information is provided in the Company's comparative financial statements and management discussion and analysis for its most recently completed financial year.

EXPERTS

The audited consolidated financial statements of the Company as at July 31, 2013, which have been included herein as Schedule "G", have been so included in reliance upon the report of Dale Matheson Carr-Hilton Labonte ("DMCL"), LLP, Chartered Accountants, and upon the authority of such firm as experts in accounting and auditing. DMCL, LLP, Chartered Accountants, is independent within the meaning of the applicable rules of professional conduct in Canada.

Each of the above named experts has advised the Company that they beneficially own, directly or indirectly, less than 1% of the outstanding Maxtech Shares, and as a group they own less than one (1%) percent of the issued Maxtech Shares.

OTHER MATTERS

The Directors are not aware of any other matters which they anticipate will come before the Meeting as of the date of this Circular.

APPROVAL OF INFORMATION CIRCULAR

The undersigned hereby certifies that the contents and the sending of this Circular have been approved by the Board.

Dated at Surrey, British Columbia this 15th day of August, 2014.

BY ORDER OF THE BOARD OF DIRECTORS

/s/ "Lucky Janda"
Chief Executive Officer

SCHEDULE "A"

RESOLUTIONS FOR THE SPECIAL MEETING OF MAXTECH VENTURES INC.

Capitalized words used in this Schedule "A" and not otherwise defined shall have the meaning ascribed to such terms in the Circular.

1. To approve the Arrangement

BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

1. the Arrangement Agreement dated July 15, 2014, between the Company and MHC, attached as Schedule "B" to the Circular, is hereby approved, ratified and affirmed;
2. the Arrangement under Division 5 of Part 9 of the Act, substantially as set forth in the Plan of Arrangement attached as Exhibit II to Schedule "B" of the Circular, is hereby approved and authorized;
3. notwithstanding that this special resolution has been passed by Maxtech Shareholders or that the Arrangement has received the approval of the Court, the Board may amend the Arrangement Agreement and/or decide not to proceed with the Arrangement or revoke this special resolution at any time prior to the filing of a certified copy of the court order approving the Arrangement with the Registrar without further approval of the Maxtech Shareholders;
4. any director or officer of the Company be and is hereby authorized and directed, for and on behalf of the Company, to execute and deliver all such documents and to do all such other acts and things as such director or officer may determine to be necessary or advisable to give effect to this special resolution, the execution and delivery of any such document or the doing of any such other act or thing being conclusive evidence of such determination.

2. To approve the MHC Stock Option Plan and Change of Name

BE IT RESOLVED AS AN ORDINARY RESOLUTION THAT:

1. the MHC Stock Option Plan adopted by MHC be, and the same is, hereby approved, ratified and affirmed;
 2. the directors of MHC be, and are hereby, authorized to grant stock options pursuant to the terms and conditions of the Stock Option Plan entitling the holders to purchase up to a maximum of ten (10%) percent of the issued and outstanding MHC Shares on a "rolling" basis at the time of each grant of stock options;
 3. the granting of stock options to insiders of MHC under the MHC Stock Option Plan be, and is hereby, approved;
 4. The directors are empowered to change the name of MHC prior to listing on the CSE to Can-Ameri Agri Co. or some such similar name, or any other name the directors may deem fit in their unfettered discretion.
 5. any director or officer of MHC be and is hereby authorized, for or on behalf of MHC, to execute and deliver all documents and instruments and to take such other actions as such director or officer may determine to be necessary or desirable to implement this ordinary resolution and the matters authorized hereby, such determination to be conclusively evidenced by the execution and delivery of any such documents or instruments and the taking of any such actions, and, to the extent that any such documents and instruments were executed and delivered prior to the date hereof, the execution and delivery thereof by any director or officer be, and is hereby, approved, ratified and affirmed; and
 6. notwithstanding this resolution having been duly passed by the shareholders of the Company, the directors of Maxtech be, and are hereby, authorized and empowered to revoke this resolution at any time prior to it being acted upon without further approval of the shareholders of the Company.
-

SCHEDULE "B"
ARRANGEMENT AGREEMENT

THIS ARRANGEMENT AGREEMENT is made as of and with effect from the 15th day of July, 2014.

BETWEEN:

MAXTECH VENTURES INC., a corporation existing under the laws of British Columbia, with a head office at 8338-120th Street, Surrey, BC V3W 3N4

("Maxtech")

AND:

MAXTECH HOLDINGS CORP. a corporation existing under the laws of Nevada, MHC, with a head office at 8338-120th Street, Surrey, BC V3W 3N4

("MHC")

WHEREAS:

- A. Maxtech and MHC have agreed to proceed with a corporate restructuring by way of a statutory plan of arrangement under which:
 - (i) the Asset will be transferred to MHC in exchange for 11,216,316 common shares of each of MHC;
 - (ii) Maxtech will reorganize its capital; and
 - (iii) Maxtech will distribute the common shares of MHC which it receives in exchange for the Assets to the Maxtech Shareholders;
- B. Maxtech proposes to hold a special meeting of the Shareholders to consider the Arrangement under the Arrangement Provisions of the BCBCA, on the terms and conditions set out in the Plan of Arrangement attached as Schedule "C" to this Agreement and obtain a signed approval from the Shareholders via Special Resolution;
- C. The definitions contained in this Agreement are the same as those definitions set out in Schedule "A" attached hereto; and
- D. Each of the parties to this Agreement has agreed to participate in and to support the Arrangement.

TERMS OF AGREEMENT

In consideration of the premises and the covenants, agreements, representations, warranties, and payments contained in this Agreement, the parties agree with each other as follows:

ARTICLE 1 INTERPRETATION

1.1 **Definitions:** This Agreement, including the background recitals and attached schedules, unless there is something in the subject matter or context which requires otherwise or unless otherwise specifically provided, each of the words and phrases described in Schedule "A" will have the meanings given to them in Schedule "A" and this Agreement will be interpreted in accordance with the interpretation principles set out in Schedule "A".

1.2 **Schedules:** Attached to and forming a part of this Agreement are the following Schedules:
Schedule "A" — Definitions and Interpretation
Schedule "B" — Asset to be Transferred to MHC

ARTICLE 2 ARRANGEMENT

- 2.1 **Arrangement:** The parties agree to effect the Arrangement under the Arrangement Provisions on the terms and subject to the conditions contained in this Agreement and the Plan of Arrangement.
- 2.2 **Effective Date of Arrangement:** The Arrangement will become effective on the Effective Date as set out in the Plan of Arrangement.
- 2.3 **Filing of Final Material with the Registrar:** Subject to the rights of termination contained in Article 7 below, upon the Maxtech Shareholders approving the Arrangement by special resolution according to the provisions of the Interim Order and the BCBCA, Maxtech obtaining the Final Order and the other conditions contained in Article 6 hereof being complied with or waived, Maxtech on its behalf and on behalf of MHC will file the records and information required by the Registrar under the Arrangement Provisions in order to effect the Arrangement.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

- 3.1 **Representations and Warranties:** Each of the parties hereby represents and warrants to the other that:
- (a) it is a corporation duly incorporated and validly subsisting under the laws of British Columbia;
 - (b) it has full capacity and authority to enter into this Agreement and to perform its covenants and obligations under this Agreement;
 - (c) it has taken all corporate actions necessary to authorize the execution and delivery of this Agreement and this Agreement has been duly executed and delivered by it;
 - (d) neither the execution and delivery of this Agreement nor the performance of any of its covenants and obligations hereunder will constitute a material default under, or be in any material contravention or breach of: (i) any provision of its constituting or governing corporate documents, (ii) any judgment, decree, order, law, statute, rule or regulation applicable to it or (iii) any agreement or instrument to which it is a party or by which it is bound; and
 - (e) no dissolution, winding up, bankruptcy, liquidation, or similar proceedings have been commenced or are pending or proposed in respect of it.

ARTICLE 4 COVENANTS

- 4.1 **Commitment to Effect:** Subject to termination of this Agreement under Article 7, the parties will each use all reasonable efforts and do all things reasonably required to cause the Plan of Arrangement to become effective as soon as possible after approval of the Arrangement by the Maxtech Shareholders, or by such other date as Maxtech and MHC may determine, and in conjunction therewith to cause the conditions described in §6.1 to be complied with or waived, as the case may be, prior to the Effective Date.
- 4.2 **Obligation to Execute Documents:** Each of the parties covenants with the other that it will do and perform all such acts and things, and execute and deliver all such agreements, assurances, notices and other documents and instruments, as may reasonably be required to facilitate the carrying out of the intent and purpose of this Agreement.
- 4.3 **Giving Effect to the Arrangement:** The Arrangement will be effected as follows:
- (a) the parties will proceed forthwith to apply for the Interim Order providing for, among other things, the obtaining of the signed, consent special resolution, approving, and adopting the Arrangement;
 - (b) the MHC Shareholder(s) will approve the Arrangement by a consent resolutions;
 - (c) upon obtaining the Interim Order, Maxtech will call the Maxtech Meeting and mail the Information Circular and related notice of meeting and form of proxy to the Maxtech Shareholders;

- (d) if the Maxtech Shareholders approve the Arrangement as set out in §5.1(b), Maxtech will take the necessary actions to submit the Arrangement to the Court for approval and grant of the Final Order (subject to the exercise of any discretionary authority granted to Maxtech' directors by the Maxtech Shareholders); and
- (e) upon receipt of the Final Order, Maxtech will, subject to compliance with any of the other conditions provided for in Article 6 and to the rights of termination contained in Article 6, file the material described in §4.3 with the Registrar in accordance with the terms of the Plan of Arrangement.

4.4 **Maxtech Stock Options and Warrants:** MHC covenants and agrees, upon the exercise after the Effective Date of any Maxtech Share Commitments, to issue to the holder of the Maxtech Share Commitments that number of MHC Shares that is equal to the number of New Shares acquired upon the exercise of the Maxtech Share Commitments multiplied by the Exchange Factor, and Maxtech covenants and agrees to act as agent for MHC to collect and pay to MHC a portion of the proceeds received for each Maxtech Share Commitment so exercised, with the balance of the exercise price to be retained by Maxtech determined in accordance with the following formula:

$$A = B \times C/D$$

Where:

- A** is the portion of the proceeds to be received by MHC for each Maxtech Share Commitment exercised after the Effective Date;
- B** is the exercise price of the Maxtech Share Commitment;
- C** is the fair market value of the Assets to be transferred to MHC under the Arrangement, fair market value to be determined as at the Effective Date by resolution of the board of directors of Maxtech; and
- D** is the total fair market value of all of the assets of Maxtech immediately prior to completion of the Arrangement on the Effective Date, which total fair market value will include, for greater certainty, the Assets.

Fractions of MHC Shares resulting from such calculation will be cancelled as provided for in the Plan of Arrangement.

ARTICLE 5 CONDITIONS

5.1 **Conditions Precedent:** The respective obligations of the parties to complete the transactions contemplated by this Agreement will be subject to the satisfaction of the following conditions:

- (a) the Interim Order will have been granted in form and substance satisfactory to Maxtech and MHC;
- (b) the Arrangement and this Agreement, with or without amendment, will have been approved at the Maxtech Meeting by the Maxtech Shareholders in accordance with the Arrangement Provisions, the constating documents of Maxtech, the Interim Order and the requirements of any applicable regulatory authorities;
- (c) the Arrangement and this Agreement, with or without amendment, will have been approved by the MHC Shareholders to the extent required by, and in accordance with, the Arrangement Provisions and the constating documents of MHC;
- (d) the Final Order will have been obtained in form and substance satisfactory to Maxtech and MHC;
- (e) the Canadian Securities Exchange will have conditionally approved the Arrangement, including the listing of the Maxtech Class A Shares in substitution for the Maxtech Shares, the delisting of the Maxtech Class A Shares, the listing of the New Shares and the Maxtech Class A Preferred Shares, the

delisting of the Maxtech Class A Preferred Shares upon their redemption and the listing of the MHC Shares, as of the Effective Date, subject to compliance with the requirements of the Exchange;

- (f) all other consents, orders, regulations and approvals, including regulatory and judicial approvals and orders required or necessary or desirable for the completion of the transactions provided for in this Agreement and the Plan of Arrangement will have been obtained or received from the Persons, authorities or bodies having jurisdiction in the circumstances, each in form acceptable to Maxtech and MHC.
- (g) there will not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement and the Arrangement; and
- (h) this Agreement will not have been terminated under Article 7.

Except for the conditions set forth in this §5.1 which, by their nature, may not be waived, any of the other conditions in this §5.1 may be waived, either in whole or in part, by either Maxtech or MHC, as the case may be, at its discretion.

5.2 **Closing:** Unless this Agreement is terminated earlier under the provisions hereof, the parties will meet at the offices of Maxtech, 8338-120th Street, Surrey, BC V3W 3N4, at 10:00 a.m. (Vancouver time) on the Closing Date, or at such other time or on such other date as they may mutually agree, and each of them will deliver to the other of them:

- (a) the documents required to be delivered by it hereunder to complete the transactions contemplated hereby, provided that each such document required to be dated the Effective Date will be dated as of, or become effective on, the Effective Date and will be held in escrow to be released upon the occurrence of the Effective Date; and
- (b) written confirmation as to the satisfaction or waiver by it of the conditions in its favour contained in this Agreement.

5.3 **Merger of Conditions:** The conditions set out in §5.1 hereof will be conclusively deemed to have been satisfied, waived, or released upon the occurrence of the Effective Date.

5.4 **Merger of Representations and Warranties:** The representations and warranties in §3.1 will be conclusively deemed to be correct as of the Effective Date and each will accordingly merge in and not survive the effectiveness of the Arrangement.

ARTICLE 6 AMENDMENT AND TERMINATION

6.1 **Amendment:** Subject to any restrictions under the Arrangement Provisions or the Final Order, this Agreement, including the Plan of Arrangement, may at any time and from time to time before or after the holding of the Maxtech Meeting, but prior to the Effective Date, be amended by agreement of the parties without, subject to applicable law, further notice to or authorization on the part of the Maxtech Shareholders.

6.2 **Termination:** Subject to §6.3, this Agreement may at any time before or after the holding of the Maxtech Meeting, and before or after the granting of the Final Order, but in each case prior to the Effective Date, be terminated by direction of the board of directors of Maxtech without further action on the part of the Maxtech Shareholders, or by the board of directors of MHC without further action on the part of the MHC Shareholder(s), and nothing expressed or implied in this Agreement or in the Plan of Arrangement will be construed as fettering the absolute discretion by the board of directors of Maxtech and MHC, respectively, to elect to terminate this Agreement and discontinue efforts to effect the Arrangement for whatever reasons it may consider appropriate.

6.3 **Cessation of Right:** The right of Maxtech or MHC or any other party to amend or terminate the Plan of Arrangement under §6.1 and §6.2 will be extinguished upon the occurrence of the Effective Date.

ARTICLE 7 GENERAL

7.1 **Currency:** All amounts of money which are referred to in this Agreement are expressed in lawful money of Canada unless otherwise specified.

7.2 **Notices:** All notices which may or are required to be given under any provision of this Agreement will be given or made in writing and will be delivered or telecopied, addressed as follows:

in the case of Maxtech:

8338-120th Street
Surrey, BC V3W 3N4

Attention: President
Facsimile: (604) 5982 - 6881

in the case of MHC

8338-120th Street
Surrey, BC V3W 3N4

Attention: President
Facsimile: (604) 592 - 6881

Assignment: None of the parties may assign its rights or obligations under this Agreement or the Arrangement without the prior consent of the other party.

Binding Effect: This Agreement and the Arrangement will be binding upon and will enure to the benefit of the parties and their respective successors and permitted assigns.

Waiver: Any waiver or release of the provisions of this Agreement, to be effective, must be in writing and executed by the party granting such waiver or release.

Expenses: All expenses incurred by a party in connection with this Agreement, the Arrangement and the transactions contemplated hereby and thereby will be borne by the party that incurred the expense.

Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties.

Time of Essence: Time is of the essence of this Agreement.

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

MAXTECH HOLDINGS CORP.

MAXTECH VENTURES INC.

President

President

SCHEDULE "A"

DEFINITIONS & INTERPRETATION

1. Definitions

1.1 The following words have the following definitions:

- (a) "**Agreement**" means this agreement including the exhibits attached hereto as same may be amended or restated from time to time;
- (b) "**Arrangement**" means the arrangement under the Arrangement Provisions of the BCBCA as contemplated by the provisions of this Agreement and the Plan of Arrangement;
- (c) "**Arrangement Provisions**" means Division 5 – "Arrangements" of Part 9 – "Company Alterations" of the BCBCA;
- (d) "**Asset**" means the assets of Maxtech to be transferred to MHC under the Arrangement as described in further detail in Schedule B hereto;
- (e) "**BCBCA**" means the *Business Corporations Act* (British Columbia), S.B.C. 2002, c.57, as may be amended or replaced from time to time.
- (f) "**Business Day**" means a day which is not a Saturday, Sunday or statutory holiday in Vancouver, British Columbia;
- (g) "**Closing Date**" means the date on which the MHC Shares are listed on the Canadian Securities Exchange ("CSE");
- (h) "**Court**" means the Supreme Court of British Columbia;
- (i) "**Effective Date**" will be the Closing Date;
- (j) "**Exchange Factor**" means the number arrived at by dividing 11,216,316 by the number of issued Maxtech Shares as of the Share Distribution Record Date;
- (k) "**Final Order**" means the final order of the Court approving the Arrangement;
- (l) "**Information Circular**" means the management information circular of Maxtech to be sent to the Maxtech Shareholders in connection with the Maxtech Meeting;
- (m) "**Interim Order**" means the interim order of the Court providing advice and directions in connection with the Maxtech Meeting and the Arrangement;
- (n) "**Listing Date**" means the date the MHC Shares are listed on the CSE;
- (o) "**Maxtech Class A Shares**" means the renamed and redesignated Maxtech Shares as described in §3.1(b)(i) of the Plan of Arrangement;
- (p) "**Maxtech Class A Preferred Shares**" means the Class "A" preferred shares without par value which Maxtech will create and issue under §3.1(b)(iii) of the Plan of Arrangement;
- (q) "**Maxtech Meeting**" means the annual general and special meeting of the Maxtech Shareholders to be held on April 28, 2011, and any adjournment(s) or postponement(s) thereof, to consider, among other things, and if deemed advisable approve, the Arrangement;
- (r) "**Maxtech Options**" means share purchase options issued under the Maxtech Stock Option Plan which are outstanding on the Effective Date;

- (s) "**Maxtech Share Commitments**" means an obligation of Maxtech to issue New Shares and to deliver MHC Shares to the holders of Maxtech Options and Maxtech Warrants which are outstanding on the Effective Date, upon the exercise of such stock options and warrants;
- (t) "**Maxtech Shareholder**" has the meaning ascribed to such term in §3.3 of the Plan of Arrangement;
- (u) "**Maxtech Shares**" means the common shares without par value in the authorized share structure of Maxtech, as constituted on the date of this Agreement;
- (v) "**Maxtech Stock Option Plan**" means the Stock Option Plan of MAXTECH CAPITAL CORP.;
- (w) "**Maxtech Warrants**" means share purchase warrants of Maxtech which are outstanding on the Effective Date;
- (x) "**MHC Commitment**" means the covenant MHC described in §4.4 whereby MHC is obligated to issue MHC Shares to the holders of Maxtech Share Commitments who exercise their rights thereunder after the Effective Date, and who are entitled under the corporate reorganization terms thereof to receive New Shares and MHC Shares upon such exercise;
- (y) "**MHC Shareholders**" means the shareholders of MHC Shares;
- (z) "**MHC Shares**" means the common shares without par value in the authorized share structure of MHC as constituted on the date hereof;
- (aa) "**New Shares**" means the new class of common shares without par value which Maxtech will create under §3.1(b)(ii) of the Plan of Arrangement and which, immediately after the Effective Date, will be identical in every relevant respect to the Maxtech Shares;
- (bb) "**Person**" means and includes an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, a trustee, executor, administrator or other legal representative and the Crown or any agency or instrumentality thereof;
- (cc) "**Plan of Arrangement**" means the plan of arrangement attached to this Agreement as Schedule C, as amended or restated from time to time;
- (dd) "**Registrar**" means the Registrar of Companies under the BCBCA; and
- (ee) "**Share Distribution Record Date**" means the close of business on the day which is four Business Days after the date of the Maxtech Meeting or such other date as approved by Maxtech and MHC, which date establishes the Maxtech Shareholders who will be entitled to receive MHC Shares under the Plan of Arrangement.

2. Interpretations

- 2.1. **Party's Designate.** Every reference to a party in this Agreement will include any person designated to act for or on its behalf with respect to any provision of this Agreement.
- 2.2. **Approvals.** A reference to "approval", "authorization", or "consent" means written approval, authorization, or consent.
- 2.3. **Jurisdiction.** This Agreement will be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of British Columbia including all limitation periods but excluding all conflicts of law rules that would apply the laws of another jurisdiction.
- 2.4. **Severability.** Each of the provisions contained in this Agreement are distinct and severable and a determination of illegality, invalidity or unenforceability of any such provision or part of this Agreement by a court of competent jurisdiction will not affect the validity or enforceability of any other provision of this Agreement, unless as a result of such determination this Agreement would fail in its essential purposes.
- 2.5. **Gender, Plural, Etc.** Unless the context or the parties require otherwise, in this Agreement wherever the singular or masculine is used it will be construed as if the plural or feminine or neuter, as the case may be, had been used and vice versa. Any reference to a corporate entity includes and is also referenced to any corporate entity that is a successor to such entity.
- 2.6. **Meaning:** Words and phrases used herein (and not otherwise defined) and defined in the BCBCA will have the same meaning herein as in the BCBCA unless the context otherwise requires.

- 2.7. **Inclusive Terms.** The word “or” is not exclusive and “including”, when following any general statement, is not limiting and will be construed to refer to all other things that reasonably could fall within the scope of such general statement, whether or not non-limiting language (such as “without limitation”) is used with reference thereto. The words “herein”, “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular paragraph, article, section, sub-section or other sub-division.
- 2.8. **Headings.** The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit, or enlarge the scope of any provision of this Agreement.
- 2.9. **Paragraph Numbers Etc.** Any reference in this Agreement to a numbered section or a subsection or a lettered Schedule refers to the section or subsection in this Agreement that bears that number or the Schedule to this Agreement that bears that letter, unless specifically stated otherwise and a reference to a series of numbers or letters by the first and last numbers or letters of the series includes the number or letter first and last mentioned.
- 2.10. **Legislation.** A reference to a statute includes every amendment to it, every regulation made under it, and any law enacted in substitution for, or in replacement of, it.
- 2.11. **Counterparts:** This Agreement may be executed in one or more counterparts and by facsimile or email transmission, each of which will be deemed to be an original and all of which together will constitute one and the same agreement.
- 2.12. **In Writing.** The words “written” or “in writing” include printing, typewriting or any electronic means of communication capable of being visibly reproduced at the point of reception including telex, telegraph, telecopy, facsimile or electronic mail.
- 2.13. **Time.** Where the time for doing any act falls or expires on a day which is not a Business Day (or at a specified time on a day which is not a Business Day), the time for doing such act will be extended to the next Business Day (or such specified time on the next Business Day).

SCHEDULE "B"

**MAXTECH ASSETS TO BE TRANSFERRED
TO MHC**

100% interest in all Real Estate Property – USA

All cash except for \$100,000

Drilling Rig

All equity stocks in TM Technologies Inc.

All outstanding loans to borrowers

SCHEDULE "C"

TO THE ARRANGEMENT AGREEMENT BETWEEN

**MAXTECH VENTURES INC.
AND
MAXTECH CAPITAL CORP.**

PLAN OF ARRANGEMENT

**UNDER DIVISION 5 OF PART 9 OF
THE *BUSINESS CORPORATIONS ACT* (BRITISH COLUMBIA)
S.B.C. 2002, c.57**

**ARTICLE 1
DEFINITIONS AND INTERPRETATION**

1.1 **Definitions:** In this plan of arrangement, unless there is something in the subject matter or context inconsistent therewith, the following capitalized words and terms shall have the following meanings:

- (a) "**Arrangement**" means the arrangement pursuant to the Arrangement Provisions on the terms and conditions set out herein;
- (b) "**Arrangement Agreement**" means the arrangement agreement dated effective July 15, 2014, between Maxtech Ventures Inc. and Maxtech Capital Corp. to which this Exhibit is attached, as may be supplemented or amended from time to time;
- (c) "**Arrangement Provisions**" means Division 5 of Part 9 of the BCBCA;
- (d) "**Asset**" means the assets of Maxtech described in Exhibit I to the Arrangement Agreement;
- (e) "**BCBCA**" means the *Business Corporations Act* (British Columbia), S.B.C 2002, c.57, as may be amended or replaced from time to time.
- (f) "**Business Day**" means a day which is not a Saturday, Sunday or statutory holiday in Vancouver, British Columbia;
- (g) "**Company**" means Maxtech Ventures Inc., a company existing under the BCBCA;
- (h) "**Court**" means the Supreme Court of British Columbia;
- (i) "**Depository**" means Maxtech;
- (j) "**Distributed MHC Shares**" means the MHC Shares that are to be distributed to the Maxtech Shareholders pursuant to §3.1(a);
- (k) "**Effective Date**" means the date on which the MHC Shares are listed on the Canadian Securities Exchange ("CSE").
- (l) "**Exchange Factor**" means the number arrived at by dividing 11,216,316 by the number of issued Maxtech Shares as of the Share Distribution Record Date;
- (m) "**Final Order**" means the final order of the Court approving the Arrangement;
- (n) "**Interim Order**" means the interim order of the Court providing advice and directions in connection with the Maxtech Meeting and the Arrangement;
- (o) "**Maxtech**" means Maxtech Ventures Inc., a company existing under the BCBCA;

- (p) "**Maxtech Class A Shares**" means the renamed and redesignated Maxtech Shares as described in §3.1(b)(i) of this Plan of Arrangement;
- (q) "**Maxtech Class A Preferred Shares**" means the Class A preferred shares without par value which Maxtech will create and issue pursuant to §3.1(b)(iii) of this Plan of Arrangement;
- (r) "**MHC.**" means Maxtech Holdings Corp. a Nevada corporation and wholly owned subsidiary of Maxtech;
- (s) "**Maxtech Meeting**" means the annual general and special meeting of the Maxtech Shareholders and any adjournment(s) or postponement(s) thereof to be held to consider, among other things, and if deemed advisable approve, the Arrangement;
- (t) "**Maxtech Share Commitments**" means an obligation of Maxtech to issue New Shares and to deliver MHC Shares to the holders of Maxtech Stock Options and Maxtech Warrants which are outstanding on the Effective Date, upon the exercise of such stock options and warrants;
- (u) "**Maxtech Shareholder**" has the meaning ascribed to such term in §3.3;
- (v) "**Maxtech Shares**" means the common shares without par value in the authorized share structure of Maxtech as constituted on the date hereof;
- (w) "**Maxtech Stock Option Plan**" means the stock option plan of Maxtech;
- (x) "**Maxtech Stock Options**" means share purchase options issued pursuant to the Maxtech Stock Option Plan which are outstanding on the Effective Date;
- (y) "**Maxtech Warrants**" means share purchase warrants of Maxtech that are outstanding on the Effective Date;
- (z) "**MHC Commitment**" means the obligation of MHC described in §4.4 of the Arrangement Agreement, where MHC is obligated to issue MHC Shares to the holders of Maxtech Share Commitments who exercise their rights thereunder after the Effective Date, and who are entitled pursuant to the corporate reorganization terms thereof to receive New Shares and MHC Shares upon such exercise;
- (aa) "**MHC Shareholders**" means the holders of MHC Shares;
- (bb) "**MHC Shares**" means the common shares without par value in the authorized share structure of MHC as constituted on the date hereof;
- (cc) "**New Shares**" means the new class of common shares without par value which Maxtech will create pursuant to §3.1(b)(ii) of this Plan of Arrangement and which, immediately after the Effective Date will be identical in every relevant respect to the Maxtech Shares;
- (dd) "**Plan of Arrangement**" means this Plan of Arrangement, as may be amended or restated from time to time;
- (ee) "**Registrar**" means the Registrar of Companies under the BCBCA;
- (ff) "**Share Distribution Record Date**" means the close of business on the day which is four Business Days after the date of the Maxtech Meeting or such other date as agreed to by Maxtech and MHC, which date establishes the Maxtech Shareholders who will be entitled to receive MHC Shares pursuant to this Plan of Arrangement;
- (gg) "**Tax Act**" means the *Income Tax Act* (Canada), as amended; and
- (hh) "**Transfer Agent**" means Computershare Trust Company of Canada at its principal office in Vancouver, British Columbia.

1.2 **Interpretation Not Affected by Headings:** The division of this Plan of Arrangement into articles, sections, subsections, paragraphs and subparagraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement. Unless otherwise specifically indicated, the terms "this Plan of Arrangement", "hereof",

"hereunder" and similar expressions refer to this Plan of Arrangement as a whole and not to any particular article, section, subsection, paragraph or subparagraph and include any agreement or instrument supplementary or ancillary hereto.

1.3 **Number and Gender:** Unless the context otherwise requires, words importing the singular 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 shall include a partnership or corporation.

1.4 **Meaning:** Undefined words and phrases used herein that are defined in the BCBCA shall have the same meaning herein as in the BCBCA unless the context otherwise requires.

ARTICLE 2 ARRANGEMENT AGREEMENT

2.1 **Arrangement Agreement:** This Plan of Arrangement is made pursuant and subject to the Arrangement Agreement.

ARTICLE 3 THE ARRANGEMENT

3.1 **The Arrangement:** On the Effective Date, the following shall occur and be deemed to occur in the following chronological order without further act or formality, notwithstanding anything contained in the provisions attaching to any of the securities of Maxtech and MHC, but subject to the provisions of Article 5:

- (a) the Company will transfer the Asset to MHC in consideration for 11,216,316 of MHC Shares (the "**Distributed MHC Shares**") and the Company will be added to the central securities register of MHC in respect of such MHC Shares;
- (b) the authorized share capital of the Company will be changed by:
 - (i) altering the identifying name of the Maxtech Shares to class A common shares without par value, being the Maxtech Class A Shares,
 - (ii) creating a class consisting of an unlimited number of common shares without par value (the "**New Shares**"), and
 - (iii) creating a class consisting of an unlimited number of class A preferred shares without par value, having the rights and restrictions described in Exhibit I to the Plan of Arrangement, being the Maxtech Class A Preferred Shares;
- (c) each issued Maxtech Class A Share will be exchanged for one New Share and one Maxtech Class A Preferred Share and, subject to the exercise of a right of dissent, the holders of the Maxtech Class A Shares will be removed from the central securities register of the Company and will be added to that central securities register as the holders of the number of New Shares and Maxtech Class A Preferred Shares that they have received on the exchange;
- (d) all of the issued Maxtech Class A Shares will be cancelled with the appropriate entries being made in the central securities register of the Company, and the aggregate paid-up capital (as that term is used for purposes of the Tax Act) of the Maxtech Class A Shares immediately prior to the Effective Date will be allocated between the New Shares and the Maxtech Class A Preferred Shares so that the aggregate paid-up capital of the Maxtech Class A Preferred Shares is equal to the aggregate fair market value of the Distributed MHC Shares as of the Effective Date, and each Maxtech Class A Preferred Share so issued will be issued by the Company at an issue price equal to such aggregate fair market value divided by the number of issued Maxtech Class A Preferred Shares, such aggregate fair market value of the Distributed MHC Shares to be determined as at the Effective Date by resolution of the board of directors of the Company;
- (e) the Company will redeem the issued Maxtech Class A Preferred Shares for consideration consisting solely of the Distributed MHC Shares such that each holder of Maxtech Class A Preferred Shares will, subject to the rounding of fractions and the exercise of rights of dissent, receive that number of MHC Shares that is equal to the number of Maxtech Class A Preferred Shares held by such holder multiplied by the Exchange Factor;

- (f) the name of each holder of Maxtech Class A Preferred Shares will be removed as such from the central securities register of the Company, and all of the issued Maxtech Class A Preferred Shares will be cancelled with the appropriate entries being made in the central securities register of the Company;
- (g) the Distributed MHC Shares transferred to the holders of the Maxtech Class A Preferred Shares pursuant to step §(e) above will be registered in the names of the former holders of Maxtech Class A Preferred Shares and appropriate entries will be made in the central securities register of MHC;
- (h) the Maxtech Class A Shares and the Maxtech Class A Preferred Shares, none of which will be allotted or issued once the steps referred to in steps §(c) and §(e) above are completed, will be cancelled and the authorized share structure of the Company will be changed by eliminating the Maxtech Class A Shares and the Maxtech Class A Preferred Shares therefrom;
- (i) the Notice of Articles and Articles of the Company will be amended to reflect the changes to its authorized share structure made pursuant to this Plan of Arrangement; and
- (j) after the Effective Date:
 - (i) all Maxtech Share Commitments will be exercisable for New Shares and MHC Shares in accordance with the corporate reorganization terms of such commitments, whereby the acquisition of one Maxtech Share under an Maxtech Share Commitment will result in the holder of the Maxtech Share Commitment receiving one New Share and such number of MHC Shares equal to the number of New Shares so received multiplied by the Exchange Factor,
 - (ii) pursuant to the MHC Commitment, MHC will issue the required number of MHC Shares upon the exercise of Maxtech Share Commitments as is directed by the Company, and
 - (iii) the Company will, as agent for MHC, collect and pay to MHC a portion of the proceeds received for each Maxtech Share Commitment so exercised, with the balance of the exercise price to be retained by Maxtech, as determined in accordance with §4.4 of the Arrangement Agreement.

3.2 **No Fractional shares:** Notwithstanding §3.1(e) and §3.1(j), no fractional MHC Shares shall be distributed to the Maxtech Shareholders or the holders of Maxtech Share Commitments and as a result all fractional share amounts arising under such sections shall be rounded down to the next whole number. Any Distributed MHC Shares not distributed as a result of this rounding down shall be dealt with as determined by the board of directors of Maxtech in its absolute discretion.

3.3 **Maxtech Shareholder:** The holders of the Maxtech Class A Shares and the holders of New Shares and Maxtech Class A Preferred Shares referred to in §3.1(c), and the holders of the Maxtech Class A Preferred Shares referred to in §3.1(e), §3.1(f) and §3.1(g), shall mean in all cases those persons who are Maxtech Shareholders at the close of business on the Share Distribution Record Date, subject to Article 5.

3.4 **Deemed Time for Redemption:** In addition to the chronological order in which the transactions and events set out in §3.1 shall occur and shall be deemed to occur, the time on the Effective Date for the redemption of the Maxtech Class A Preferred Shares set out in §3.1(e) shall occur and shall be deemed to occur immediately after the time of listing of the Maxtech Class A Preferred Shares on the Exchange on the Effective Date.

3.5 **Deemed Fully Paid and Non-Assessable Shares:** All New Shares, Maxtech Class A Preferred Shares and MHC Shares issued pursuant to this Plan of Arrangement shall be deemed to be validly issued and outstanding as fully paid and non-assessable shares for all purposes of the BCBCA.

3.6 **Arrangement Effectiveness:** The Arrangement shall become final and conclusively binding on the Maxtech Shareholders, the MHC Shareholders, Maxtech and MHC on the Effective Date.

3.7 **Supplementary Actions:** Notwithstanding that the transactions and events set out in §3.1 shall occur and shall be deemed to occur in the chronological order therein set out without any act or formality, each of Maxtech and MHC shall be required to 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 be required to give effect to, or further document or evidence, any of the transactions or events set out in §3.1, including, without limitation, any resolutions of directors authorizing the issue, transfer or redemption of shares, any share transfer powers evidencing the transfer of shares and any receipt therefore, and any necessary additions to or deletions from share registers.

ARTICLE 4 CERTIFICATES

4.1 **Maxtech Class A Shares**: Recognizing that the Maxtech Shares shall be renamed and re-designated as Maxtech Class A Shares pursuant to §3.1(b)(i) and that the Maxtech Class A Shares shall be exchanged partially for New Shares pursuant to §3.1(c), Maxtech shall not issue replacement share certificates representing the Maxtech Class A Shares.

4.2 **Maxtech' and MHC Shares**: Recognizing that the Distributed MHC Shares shall be transferred to the Maxtech Shareholders as consideration for the redemption of the Maxtech Class A Preferred Shares pursuant to §3.1(e), MHC shall each issue one share certificate representing all of the Distributed MHC Shares registered in the name of Maxtech, which share certificate shall be held by the Depository until the Distributed MHC Shares are transferred to the Maxtech Shareholders and such certificate shall then be cancelled by the Depository. To facilitate the transfer of the Distributed MHC Shares to the Maxtech Shareholders as of the Share Distribution Record Date, Maxtech shall execute and deliver to the Depository and the Transfer Agent an irrevocable power of attorney authorizing them to distribute and transfer the Distributed MHC Shares to such Maxtech Shareholders in accordance with the terms of this Plan of Arrangement and MHC shall deliver a treasury order or such other direction to effect such issuance to the Transfer Agent as requested by it.

4.3 **Maxtech Class A Preferred Shares**: Recognizing that all of the Maxtech Class A Preferred Shares issued to the Maxtech Shareholders pursuant to §3.1(c) will be redeemed by Maxtech as consideration for the distribution and transfer of the Distributed MHC Shares under §3.1(e), Maxtech shall issue one share certificate representing all of the Maxtech Class A Preferred Shares issued pursuant to §3.1(e) in the name of the Depository, to be held by the Depository for the benefit of the Maxtech Shareholders until such Maxtech Class A Preferred Shares are redeemed, and such certificate shall then be cancelled.

4.4 **Delivery of MHC Share Certificates**: As soon as practicable after the Effective Date, MHC shall cause to be issued to the registered holders of Maxtech Shares as of the Share Distribution Record Date, share certificates representing the MHC Shares to which they are entitled pursuant to this Plan of Arrangement and shall cause such share certificates to be mailed to such registered holders.

4.5 **New Share Certificates**: From and after the Effective Date, share certificates representing Maxtech Shares immediately before the Effective Date, except for those deemed to have been cancelled pursuant to Article 5, shall for all purposes be deemed to be share certificates representing New Shares, and no new share certificates shall be issued with respect to the New Shares issued in connection with the Arrangement.

4.6 **Interim Period**: Maxtech Shares traded after the Share Distribution Record Date and prior to the Effective Date shall represent New Shares, and shall not carry any right to receive a portion of the Distributed MHC Shares.

ARTICLE 5 RIGHTS OF DISSENT

5.1 **Dissent Right**: Notwithstanding §3.1 hereof, holders of Maxtech Shares may exercise rights of dissent (the "**Dissent Right**") in connection with the Arrangement pursuant to the Interim Order and in the manner set forth in sections 237 - 247 of the BCBCA (collectively the "**Dissent Procedures**").

5.2 **Dealing with Dissenting Shares**: Maxtech Shareholders who duly exercise Dissent Rights with respect to their Maxtech Shares ("**Dissenting Shares**") and who:

- (a) are ultimately entitled to be paid fair value for their Dissenting Shares, shall be deemed to have transferred their Dissenting Shares to Maxtech for cancellation immediately before the Effective Date; or
- (b) for any reason are ultimately not entitled to be paid fair value for their Dissenting Shares, shall be deemed to have participated in the Arrangement on the same basis as a non-dissenting Maxtech Shareholder and shall receive New Shares and MHC Shares on the same basis as every other non-dissenting Maxtech Shareholder, and in no case shall Maxtech be required to recognize such persons as holding Maxtech Shares on or after the Effective Date.

5.3 **Reservation of MHC Shares**: If a Maxtech Shareholder exercises the Dissent Right, Maxtech shall on the Effective Date set aside and not distribute that portion of the Distributed MHC Shares that is attributable to the Maxtech Shares for which the Dissent Right has been exercised. If the dissenting Maxtech Shareholder is ultimately not entitled to be paid for their Dissenting Shares, Maxtech shall distribute to such Maxtech Shareholder his *pro-rata* portion of the Distributed MHC Shares. If an Maxtech Shareholder duly complies with the Dissent Procedures and is ultimately entitled to be paid for their Dissenting Shares, then Maxtech shall retain the portion of the

Distributed MHC Shares attributable to such Maxtech Shareholder (the "**Non-Distributed MHC Shares**"), and the Non-Distributed MHC Shares shall be dealt with as determined by the board of directors of Maxtech in its absolute discretion.

ARTICLE 6
REFERENCE DATE

6.1 **Reference Date**: This plan of arrangement is dated for reference the 15th day of July, 2014.

SPECIAL RIGHTS AND RESTRICTIONS FOR MAXTECH CLASS A PREFERRED SHARES

The class A preferred shares as a class shall have attached to them the following special rights and restrictions:

Definitions

- (1) In these Special Rights and Restrictions,
 - (a) "**Arrangement**" means the arrangement pursuant to Division 5 of Part 9 of the *Business Corporations Act* (British Columbia) S.B.C 2002, c.57 as contemplated by the Arrangement Agreement,
 - (b) "**Arrangement Agreement**" means the Arrangement Agreement dated as of the 1st day of March, 2011 , between Maxtech (the "**Company**") and MHC,
 - (c) "**Old Common Shares**" means the common shares in the authorized share structure of the Company that have been re-designated as class A common shares without par value pursuant to the Plan of Arrangement,
 - (d) "**Effective Date**" means the date upon which the Arrangement becomes effective,
 - (e) "**New Shares**" means the common shares without par value created in the authorized share structure of the Company pursuant to the Plan of Arrangement, and
 - (f) "**Plan of Arrangement**" means the Plan of Arrangement attached as Exhibit II to the Arrangement Agreement.
- (2) The holders of the class A preferred shares are not as such entitled to receive notice of, nor to attend or vote at, any general meeting of the shareholders of the Company.
- (3) Class A preferred shares shall only be issued on the exchange of Old Common Shares for New Shares and class A preferred shares pursuant to and in accordance with the Plan of Arrangement.
- (4) The capital to be allocated to the class A preferred shares shall be the amount determined in accordance with §3.1(d) of the Plan of Arrangement.
- (5) The class A preferred shares shall be redeemable by the Company pursuant to and in accordance with the Plan of Arrangement.
- (6) Any class A preferred share that is or is deemed to be redeemed pursuant to and in accordance with the Plan of Arrangement shall be cancelled and may not be reissued.

SCHEDULE C –SIGNED INTERIM ORDER

No.S-146012

Vancouver Registry

In the Supreme Court of British Columbia
Between

MAXTECH VENTURES INC.

Petitioner

IN THE MATTER OF AN ARRANGEMENT AMONG
MAXTECH VENTURES INC. THE SHAREHOLDERS
OF MAXTECH VENTURES INC., MAXTECH HOLDINGS INC.,

Respondents

ORDER MADE AFTER APPLICATION

BEFORE JUSTICE

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August 15, 2014

THE APPLICATION of the Petitioner for an interim order for directions of the Court in connection with a proposed arrangement pursuant to Sections 288 and 291 of the *Business Corporations Act* (British Columbia), S.B.C. 2002 c. 57 as amended, coming on for hearing before me, at 800 Smith Street, Vancouver, British Columbia on the 15th day of August, 2014 **AND UPON READING** the Petition herein dated August, 1, 2014 and Affidavit #1 of Lucky Janda sworn on the 1st day of August, 2014 (the "Affidavit") and filed herein

THIS COURT ORDERS that:

THE MEETING

Maxtech Ventures Inc. ("**MAXTECH** ") is authorized and directed to call, hold and conduct a special meeting (the "**Meeting**") of the common shareholders of MAXTECH (the "**MAXTECH Shareholders**") to be held at 10:30 a.m (Vancouver time) on September 22nd,

2014, at 8338-120th Street, Surrey, B.C. or at such other location to be determined by MAXTECH.

- B. At the Meeting, MAXTECH Shareholders will, *inter alia*, consider, and if deemed advisable, approve, with or without variation, a special resolution (the "**Arrangement Resolution**") adopting, with or without amendment, the arrangement (the "**Arrangement**") involving MAXTECH, Maxtech Shareholders and Maxtech Holdings Corp. ("MHC") as set forth more particularly in the plan of arrangement (the "**Plan of Arrangement**") attached as Exhibit "A" to the Affidavit.
- C. The Meeting will be called, held and conducted in accordance with the Notice of Special Meeting to be delivered to the MAXTECH Shareholders in substantially the form attached to and forming part of the Management Information Circular attached as Exhibit "B" to the Affidavit (the "**Circular**"), and in accordance with applicable provisions of the *Business Corporations Act* (British Columbia) (the "**Corporations Act**") the Articles of MAXTECH, the *Securities Act* (British Columbia) (the "**Securities Act**"), and related rules and policies, the terms of this Order (the "**Interim Order**") and any further Order of this Court, the rulings and directions of the Chairman of the Meeting, and, to the extent of any inconsistency or discrepancy between the Interim Order and the terms of any of the foregoing, the Interim Order will govern.

RECORD DATE FOR NOTICE

- D. The record date for determination of the MAXTECH Shareholders entitled to receive the notice of Meeting, the Circular and a form of proxy (the "**Meeting Materials**") will be the close of business (Vancouver B.C. time) on August 15th, 2014 (the "**Record Date**") or such other date as the directors of MAXTECH may determine in accordance with the Articles of MAXTECH, the Corporations Act and the Securities Act, and disclosed in the Meeting Materials.

NOTICE OF MEETING

- E. The Meeting Materials, with such amendments or additional documents MAXTECH may advise are necessary or desirable, and that are not inconsistent with the terms of this Interim Order, and a copy of this Interim Order, will be sent at least twenty-one (21) days prior to the date of the Meeting, to:
- a) MAXTECH will provide to Shareholders who are registered shareholders and non-objecting beneficial holders on the Record Date and to brokerage intermediaries on behalf of objecting beneficial MAXTECH Shareholders where applicable, by prepaid ordinary mail

addressed to each registered MAXTECH Shareholder at his, her or its address as maintained by the registrar and transfer agent of MAXTECH or delivery of same by courier service or by facsimile transmission or e-mail transmission to any such MAXTECH Shareholder who identifies himself, herself or itself to the satisfaction of MAXTECH and who requests such courier, facsimile or e-mail transmission; and

b) the directors and auditors of MAXTECH by prepaid ordinary mail, facsimile or e-mail transmission.

F. The accidental failure or omission by MAXTECH to give notice of the Meeting or the Petition to any person in accordance with this Interim Order, as a result of mistake or of events beyond the reasonable control of MAXTECH (including, without limitation, any inability to utilize postal services due to a postal strike or otherwise) shall not constitute a breach of this Interim Order or a defect in the calling of the Meeting and shall not invalidate any resolution passed or proceedings taken at the Meeting, but if any such accidental failure or omission is brought to the attention of MAXTECH, then it shall use reasonable best efforts to rectify it by the method and in the time most reasonably practicable in the circumstances. Such rectified notice shall be deemed to be good and sufficient notice of the Meeting and/or this Petition, as the case may be.

G. The distribution of the Meeting Materials pursuant to paragraph E of this Interim Order shall constitute good and sufficient notice of the Meeting to registered and non-registered Shareholders, to the directors of MAXTECH and to the auditors of MAXTECH.

H. MAXTECH is hereby authorized to make such amendments, revisions or supplements to the Meeting Materials ("**Additional Information**") in accordance with the terms of the Arrangement as MAXTECH may determine to be necessary or desirable and notice of such Additional Information may be communicated to MAXTECH Shareholders by news release, newspaper advertisement or one of the methods by which the Meeting Materials will be distributed.

DEEMED RECEIPT OF MEETING MATERIALS

I. The Meeting Materials will be deemed, for the purposes of this Interim Order, to have been received by the MAXTECH Shareholders:

a) In the case of mailing to registered and non-objecting beneficial holders and intermediaries for the objecting beneficial MAXTECH Shareholders or, in the case of delivery by courier of materials to brokerage intermediaries, five days after delivery thereof to the post office or acceptance by the courier service, respectively; and

- b) In the case of delivery by courier, facsimile transmission or e-mail transmission directly to a registered MAXTECH Shareholder, the business day after such delivery or transmission of same.
- J. Subject to other provisions of this Interim Order, no other form of service or delivery of the Meeting Materials or any portion thereof need be made, or notice given, or other material served in respect of the Meeting to any persons described in paragraph E of this Interim Order or to any other persons.

PERMITTED ATTENDEES

- K. The persons entitled to attend the Meeting will be MAXTECH Shareholders of record as of the close of business on the Record Date, their respective proxies, the officers, directors and advisors of MAXTECH and such other persons who receive the consent of the Chairman of the Meeting to attend.

VOTING AT THE MEETING

- L. The only persons permitted to vote at the Meeting will be the registered MAXTECH Shareholders as of the close of business on the Record Date or their valid proxy holders as described in the Circular and as determined by the Chairman of the Meeting upon consultation with the Scrutineer (as hereinafter defined).
- M. The requisite approval of the Arrangement Resolution will be 66 2/3% of the votes cast on the resolution by the MAXTECH Shareholders present in person or by proxy at the Meeting. Each common share of MAXTECH voted will carry one vote.
- N. A quorum for the Meeting will be the quorum required by the Articles of MAXTECH.
- O. In all other respects, the terms, restrictions and conditions of the constating documents of MAXTECH will apply in respect of the Meeting.
- P. For the purposes of the Meeting, any spoiled votes, illegible votes, defective votes and abstentions shall be deemed to be votes not cast. Proxies that are properly signed and dated but which do not contain voting instructions shall be voted in favour of the Arrangement Resolution.

ADJOURNMENT OF MEETING

- Q. Notwithstanding any provision of the Corporations Act or the Articles of MAXTECH, the board of directors of MAXTECH shall be entitled if it deems advisable, to adjourn or postpone the Meeting on one or more occasions without the necessity of first convening the Meeting or first

obtaining any vote of the MAXTECH Shareholders respecting the adjournment or postponement and without the need for approval of the Court.

- R. The Record Date for MAXTECH Shareholders entitled to notice of and to vote at the Meeting will not change in respect of adjournments or postponements of the Meeting.

AMENDMENTS

- S. MAXTECH is authorized to make such amendments, revisions or supplements to the Plan of Arrangement as it may determine, provided it has obtained any required consents, and the Plan of Arrangement as so amended, revised or supplemented will be the Plan of Arrangement which is submitted to the Meeting and which will thereby become the subject of the Arrangement Resolution.

SCRUTINEER

- T. A representative of MAXTECH'S registrar and transfer agent (or any agent thereof) (the "**Scrutineer**"), will be authorized to act as scrutineer for the Meeting.

PROXY SOLICITATION

- U. MAXTECH is authorized to permit the MAXTECH Shareholders to vote by proxy using the form of proxy, in substantially the same form as attached as Exhibit "B" to the Affidavit. MAXTECH is authorized, at its expense, to solicit proxies, directly and through its officers, directors and employees, and through such agents or representatives as it may retain for the purpose, and by mail or such other forms of personal or electronic communications as it may determine.
- V. MAXTECH may in its discretion waive the time limits for deposit of proxies by MAXTECH Shareholders if MAXTECH deems it reasonable to do so.

DISSENT RIGHTS

- W. The MAXTECH Shareholders will, as set out in the Plan of Arrangement, be permitted to dissent from the Arrangement Resolution in accordance with the dissent procedures set forth in Division 2 of Part 8 of the Business Corporations Act, strictly applied and as may be modified by the Plan of Arrangement.

SERVICE OF COURT MATERIALS

- X. MAXTECH will include in the Meeting Materials a copy of this Interim Order and the Notice of Hearing of Petition and will make available to any MAXTECH Shareholder requesting same, a copy of each of the Petition herein and the accompanying Affidavit (collectively, the "**Court Materials**"). The service of the Petition and Affidavit in support of the within proceedings to any MAXTECH Shareholder requesting same is hereby dispensed with.
- Y. Delivery of the Court Materials given in accordance with this Interim Order will constitute good, sufficient and timely service of such Court Materials upon all persons who are entitled to receive the Court Materials pursuant to this Interim Order and no other form of service need be made and no other material need to be served on such persons in respect of these proceedings.

FINAL APPROVAL HEARING

- Z. Upon the approval by the MAXTECH Shareholders of the Plan of Arrangement in the manner set forth in this Interim Order, MAXTECH may apply for an order of this Honourable Court approving the Plan of Arrangement (the "**Final Order**") and that the Petition be set down for hearing before the presiding Judge in Chambers at the Courthouse at 800 Smithe Street, Vancouver, British Columbia at 9:45 a.m. on October 10, 2014, or such later date as directed by this Honourable Court.

The Court shall consider at the hearing for the Final Order, the fairness of the terms and conditions of the Arrangement, as provided for in the Arrangement, and the rights and interest of every person affected thereby.

- AA. Any MAXTECH Shareholder has the right to appear (either in person or by counsel) and make submissions at the hearing of the application for the Final Order provided that such MAXTECH Shareholder shall file an Appearance, in the form prescribed by the Civil Rules of Court of the Supreme Court of British Columbia, with this Court and deliver a copy of the filed Appearance together with a copy of all materials on which such MAXTECH Shareholder intends to rely at the application for the Final Order, including an outline of such MAXTECH Shareholder's proposed submissions to the Petitioner at 8338-120th Street, Surrey, British Columbia, V3W 3N4 Attention: Lucky Janda at or before 10:00 a.m. on October 7, 2014, subject to the direction of this Honourable Court.
- BB. If the application for the Final Order is adjourned, only those persons who have filed and delivered an Appearance, in accordance with the preceding paragraph of this Interim Order, need to be served with notice of the adjourned date.
- CC. The Petitioner shall not be required to comply with Rules 8-1, 8-2 and 16-

1 of the Civil Rules of Court in relation to the hearing of the Final Order approving the Plan of Arrangement and such rules will not apply to any application to vary this Interim Order.

VARIANCE

DD. MAXTECH is at liberty to apply to this Honourable Court to vary this Interim Order or for advice and direction with respect to the Plan of Arrangement or any of the matters related to this Interim Order and such further and other relief as this Honourable Court may consider just.

Signature of Petitioner



Thomas Kennedy, Lawyer for Petitioner

Date: August 15, 2014

By the Court



Registrar

SCHEDULE "E"

PART 2 OF DIVISION 8 OF THE BUSINESS CORPORATIONS ACT (BRITISH COLUMBIA)

Definitions and application

237 (1) In this Division:

"**dissenter**" means a shareholder who, being entitled to do so, sends written notice of dissent when and as required by section 242;

"**notice shares**" means, in relation to a notice of dissent, the shares in respect of which dissent is being exercised under the notice of dissent;

"**payout value**" means,

(a) in the case of a dissent in respect of a resolution, the fair value that the notice shares had immediately before the passing of the resolution,

(b) in the case of a dissent in respect of an arrangement approved by a court order made under section 291(2) (c) that permits dissent, the fair value that the notice shares had immediately before the passing of the resolution adopting the arrangement, or

(c) in the case of a dissent in respect of a matter approved or authorized by any other court order that permits dissent, the fair value that the notice shares had at the time specified by the court order, excluding any appreciation or depreciation in anticipation of the corporate action approved or authorized by the resolution or court order unless exclusion would be inequitable.

(2) This Division applies to any right of dissent exercisable by a shareholder except to the extent that

(a) the court orders otherwise, or

(b) in the case of a right of dissent authorized by a resolution referred to in section 238 (1) (g), the court orders otherwise or the resolution provides otherwise.

Right to dissent

238 (1) A shareholder of a company, whether or not the shareholder's shares carry the right to vote, is entitled to dissent as follows:

(a) under section 260, in respect of a resolution to alter the articles to alter restrictions on the powers of the company or on the business it is permitted to carry on;

(b) under section 272, in respect of a resolution to adopt an amalgamation agreement;

(c) under section 287, in respect of a resolution to approve an amalgamation under Division 4 of Part 9; (d) in respect of a resolution to approve an arrangement, the terms of which arrangement permit dissent;

(e) under section 301 (5), in respect of a resolution to authorize or ratify the sale, lease or other disposition of all or substantially all of the company's undertaking;

(f) under section 309, in respect of a resolution to authorize the continuation of the company into a jurisdiction other than British Columbia;

(g) in respect of any other resolution, if dissent is authorized by the resolution; (h) in respect of any court order that permits dissent.

(2) A shareholder wishing to dissent must

(a) prepare a separate notice of dissent under section 242 for

(i) the shareholder, if the shareholder is dissenting on the shareholder's own behalf, and

(ii) each other person who beneficially owns shares registered in the shareholder's name and on whose behalf the shareholder is dissenting,

(b) identify in each notice of dissent, in accordance with section 242 (4), the person on whose behalf dissent is being exercised in that notice of dissent, and

(c) dissent with respect to all of the shares, registered in the shareholder's name, of which the person identified under paragraph (b) of this subsection is the beneficial owner.

(3) Without limiting subsection (2), a person who wishes to have dissent exercised with respect to shares of which the person is the beneficial owner must

(a) dissent with respect to all of the shares, if any, of which the person is both the registered owner and the beneficial owner, and (b) cause each shareholder who is a registered owner of any other shares of which the person is the beneficial owner to dissent with respect to all of those shares.

Waiver of right to dissent

239 (1) A shareholder may not waive generally a right to dissent but may, in writing, waive the right to dissent with respect to a particular corporate action.

(2) A shareholder wishing to waive a right of dissent with respect to a particular corporate action must

(a) provide to the company a separate waiver for

(i) the shareholder, if the shareholder is providing a waiver on the shareholder's own behalf, and

(ii) each other person who beneficially owns shares registered in the shareholder's name and on whose behalf the shareholder is providing a waiver, and

(b) identify in each waiver the person on whose behalf the waiver is made.

(3) If a shareholder waives a right of dissent with respect to a particular corporate action and indicates in the waiver that the right to dissent is being waived on the shareholder's own behalf, D-3 the shareholder's right to dissent with respect to the particular corporate action terminates in respect of the shares of which the shareholder is both the registered owner and the beneficial owner, and this Division ceases to apply to

(a) the shareholder in respect of the shares of which the shareholder is both the registered owner and the beneficial owner, and

(b) any other shareholders, who are registered owners of shares beneficially owned by the first mentioned shareholder, in respect of the shares that are beneficially owned by the first mentioned shareholder.

(4) If a shareholder waives a right of dissent with respect to a particular corporate action and indicates in the waiver that the right to dissent is being waived on behalf of a specified person who beneficially owns shares registered in the name of the shareholder, the right of shareholders who are registered owners of shares beneficially owned by that specified person to dissent on behalf of that specified person with respect to the particular corporate action terminates and this Division ceases to apply to those shareholders in respect of the shares that are beneficially owned by that specified person.

Notice of resolution

240 (1) If a resolution in respect of which a shareholder is entitled to dissent is to be considered at a meeting of shareholders, the company must, at least the prescribed number of days before the date of the proposed meeting, send to each of its shareholders, whether or not their shares carry the right to vote,

(a) a copy of the proposed resolution, and

(b) a notice of the meeting that specifies the date of the meeting, and contains a statement advising of the right to send a notice of dissent.

(2) If a resolution in respect of which a shareholder is entitled to dissent is to be passed as a consent resolution of shareholders or as a resolution of directors and the earliest date on which that resolution can be passed is specified in the resolution or in the statement referred to in paragraph (b), the company may, at least 21 days before that specified date, send to each of its shareholders, whether or not their shares carry the right to vote,

(a) a copy of the proposed resolution, and

(b) a statement advising of the right to send a notice of dissent.

(3) If a resolution in respect of which a shareholder is entitled to dissent was or is to be passed as a resolution of shareholders without the company complying with subsection (1) or (2), or was or is to be passed as a directors' resolution without the company complying with subsection (2), the company must, before or within 14 days after the passing of the resolution, send to each of its shareholders who has not, on behalf of every person who beneficially owns shares registered in the name of the shareholder, consented to the resolution or voted in favour of the resolution, whether or not their shares carry the right to vote,

(a) a copy of the resolution,

(b) a statement advising of the right to send a notice of dissent, and

(c) if the resolution has passed, notification of that fact and the date on which it was passed.

(4) Nothing in subsection (1), (2) or (3) gives a shareholder a right to vote in a meeting at which, or on a resolution on which, the shareholder would not otherwise be entitled to vote. D-4

Notice of court orders

241 If a court order provides for a right of dissent, the company must, not later than 14 days after the date on which the company receives a copy of the entered order, send to each shareholder who is entitled to exercise that right of dissent

- (a) a copy of the entered order, and
- (b) a statement advising of the right to send a notice of dissent.

Notice of dissent

242 (1) A shareholder intending to dissent in respect of a resolution referred to in section 238 (1) (a), (b), (c), (d), (e) or (f) must, (a) if the company has complied with section 240 (1) or (2), send written notice of dissent to the company at least 2 days before the date on which the resolution is to be passed or can be passed, as the case may be,

(b) if the company has complied with section 240 (3), send written notice of dissent to the company not more than 14 days after receiving the records referred to in that section, or

(c) if the company has not complied with section 240 (1), (2) or (3), send written notice of dissent to the company not more than 14 days after the later of

- (i) the date on which the shareholder learns that the resolution was passed, and
- (ii) the date on which the shareholder learns that the shareholder is entitled to dissent.

(2) A shareholder intending to dissent in respect of a resolution referred to in section 238 (1) (g) must send written notice of dissent to the company

(a) on or before the date specified by the resolution or in the statement referred to in section 240 (2) (b) or (3) (b) as the last date by which notice of dissent must be sent, or

(b) if the resolution or statement does not specify a date, in accordance with subsection (1) of this section.

(3) A shareholder intending to dissent under section 238 (1) (h) in respect of a court order that permits dissent must send written notice of dissent to the company

(a) within the number of days, specified by the court order, after the shareholder receives the records referred to in section 241, or (b) if the court order does not specify the number of days referred to in paragraph (a) of this subsection, within 14 days after the shareholder receives the records referred to in section 241

(4) A notice of dissent sent under this section must set out the number, and the class and series, if applicable, of the notice shares, and must set out whichever of the following is applicable:

(a) if the notice shares constitute all of the shares of which the shareholder is both the registered owner and beneficial owner and the shareholder owns no other shares of the company as beneficial owner, a statement to that effect;

(b) if the notice shares constitute all of the shares of which the shareholder is both the registered owner and beneficial owner but the shareholder owns other shares of the company as beneficial owner, a statement to that effect and

(i) the names of the registered owners of those other shares,

(ii) the number, and the class and series, if applicable, of those other shares that are held by each of those registered owners, and

(iii) a statement that notices of dissent are being, or have been, sent in respect of all of those other shares;

(c) if dissent is being exercised by the shareholder on behalf of a beneficial owner who is not the dissenting shareholder, a statement to that effect and

(i) the name and address of the beneficial owner, and

(ii) a statement that the shareholder is dissenting in relation to all of the shares beneficially owned by the beneficial owner that are registered in the shareholder's name.

(5) The right of a shareholder to dissent on behalf of a beneficial owner of shares, including the shareholder, terminates and this Division ceases to apply to the shareholder in respect of that beneficial owner if subsections (1) to (4) of this section, as those subsections pertain to that beneficial owner, are not complied with.

Notice of intention to proceed

243 (1) A company that receives a notice of dissent under section 242 from a dissenter must,

- (a) if the company intends to act on the authority of the resolution or court order in respect of which the notice of dissent was sent, send a notice to the dissenter promptly after the later of
 - (i) the date on which the company forms the intention to proceed, and
 - (ii) the date on which the notice of dissent was received, or
- (b) if the company has acted on the authority of that resolution or court order, promptly send a notice to the dissenter.

- (2) A notice sent under subsection (1) (a) or (b) of this section must
 - (a) be dated not earlier than the date on which the notice is sent,
 - (b) state that the company intends to act, or has acted, as the case may be, on the authority of the resolution or court order, and
 - (c) advise the dissenter of the manner in which dissent is to be completed under section 244. D-6

Completion of dissent

244 (1) A dissenter who receives a notice under section 243 must, if the dissenter wishes to proceed with the dissent, send to the company or its transfer agent for the notice shares, within one month after the date of the notice,

- (a) a written statement that the dissenter requires the company to purchase all of the notice shares, (b) the certificates, if any, representing the notice shares, and
- (c) if section 242 (4) (c) applies, a written statement that complies with subsection (2) of this section.

- (2) The written statement referred to in subsection (1) (c) must
 - (a) be signed by the beneficial owner on whose behalf dissent is being exercised, and
 - (b) set out whether or not the beneficial owner is the beneficial owner of other shares of the company and, if so, set out
 - (i) the names of the registered owners of those other shares,
 - (ii) the number, and the class and series, if applicable, of those other shares that are held by each of those registered owners, and
 - (iii) that dissent is being exercised in respect of all of those other shares.

- (3) After the dissenter has complied with subsection (1),
 - (a) the dissenter is deemed to have sold to the company the notice shares, and
 - (b) the company is deemed to have purchased those shares, and must comply with section 245, whether or not it is authorized to do so by, and despite any restriction in, its memorandum or articles.

(4) Unless the court orders otherwise, if the dissenter fails to comply with subsection (1) of this section in relation to notice shares, the right of the dissenter to dissent with respect to those notice shares terminates and this Division, other than section 247, ceases to apply to the dissenter with respect to those notice shares.

(5) Unless the court orders otherwise, if a person on whose behalf dissent is being exercised in relation to a particular corporate action fails to ensure that every shareholder who is a registered owner of any of the shares beneficially owned by that person complies with subsection (1) of this section, the right of shareholders who are registered owners of shares beneficially owned by that person to dissent on behalf of that person with respect to that corporate action terminates and this Division, other than section 247, ceases to apply to those shareholders in respect of the shares that are beneficially owned by that person.

(6) A dissenter who has complied with subsection (1) of this section may not vote, or exercise or assert any rights of a shareholder, in respect of the notice shares, other than under this Division.

Payment for notice shares

245 (1) A company and a dissenter who has complied with section 244 (1) may agree on the amount of the payout value of the notice shares and, in that event, the company must D-7

- (a) promptly pay that amount to the dissenter, or
- (b) if subsection (5) of this section applies, promptly send a notice to the dissenter that the company is unable lawfully to pay dissenters for their shares.

- (2) A dissenter who has not entered into an agreement with the company under subsection (1) or the company may apply to the court and the court may
 - (a) determine the payout value of the notice shares of those dissenters who have not entered into an agreement with the company under subsection (1), or order that the payout value of those notice shares be established by arbitration or by reference to the registrar, or a referee, of the court,
 - (b) join in the application each dissenter, other than a dissenter who has entered into an agreement with the company under subsection (1), who has complied with section 244 (1), and

(c) make consequential orders and give directions it considers appropriate.

(3) Promptly after a determination of the payout value for notice shares has been made under subsection (2) (a) of this section, the company must

(a) pay to each dissenter who has complied with section 244 (1) in relation to those notice shares, other than a dissenter who has entered into an agreement with the company under subsection (1) of this section, the payout value applicable to that dissenter's notice shares, or

(b) if subsection (5) applies, promptly send a notice to the dissenter that the company is unable lawfully to pay dissenters for their shares.

(4) If a dissenter receives a notice under subsection (1) (b) or (3) (b),

(a) the dissenter may, within 30 days after receipt, withdraw the dissenter's notice of dissent, in which case the company is deemed to consent to the withdrawal and this Division, other than section 247, ceases to apply to the dissenter with respect to the notice shares, or

(b) if the dissenter does not withdraw the notice of dissent in accordance with paragraph (a) of this subsection, the dissenter retains a status as a claimant against the company, to be paid as soon as the company is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the company but in priority to its shareholders.

(5) A company must not make a payment to a dissenter under this section if there are reasonable grounds for believing that

(a) the company is insolvent, or

(b) the payment would render the company insolvent.

Loss of right to dissent

246 The right of a dissenter to dissent with respect to notice shares terminates and this Division, other than section 247, ceases to apply to the dissenter with respect to those notice shares, if, before payment is made to the dissenter of the full amount of money to which the dissenter is entitled under section 245 in relation to those notice shares, any of the following events occur: D-8

(a) the corporate action approved or authorized, or to be approved or authorized, by the resolution or court order in respect of which the notice of dissent was sent is abandoned;

(b) the resolution in respect of which the notice of dissent was sent does not pass;

(c) the resolution in respect of which the notice of dissent was sent is revoked before the corporate action approved or authorized by that resolution is taken;

(d) the notice of dissent was sent in respect of a resolution adopting an amalgamation agreement and the amalgamation is abandoned or, by the terms of the agreement, will not proceed;

(e) the arrangement in respect of which the notice of dissent was sent is abandoned or by its terms will not proceed;

(f) a court permanently enjoins or sets aside the corporate action approved or authorized by the resolution or court order in respect of which the notice of dissent was sent;

(g) with respect to the notice shares, the dissenter consents to, or votes in favour of, the resolution in respect of which the notice of dissent was sent;

(h) the notice of dissent is withdrawn with the written consent of the company;

(i) the court determines that the dissenter is not entitled to dissent under this Division or that the dissenter is not entitled to dissent with respect to the notice shares under this Division.

Shareholders entitled to return of shares and rights

247 If, under section 244 (4) or (5), 245 (4) (a) or 246, this Division, other than this section, ceases to apply to a dissenter with respect to notice shares,

(a) the company must return to the dissenter each of the applicable share certificates, if any, sent under section 244 (1) (b) or, if those share certificates are unavailable, replacements for those share certificates,

(b) the dissenter regains any ability lost under section 244 (6) to vote, or exercise or assert any rights of a shareholder, in respect of the notice shares, and

(c) the dissenter must return any money that the company paid to the dissenter in respect of the notice shares under, or in purported compliance with, this Division.

SCHEDULE "F"

MAXTECH VENTURES INC.

Pro-Forma Consolidated Balance Sheet

July 31, 2013

(Prepared by Management - Unaudited)

(Stated in Canadian Dollar)

Maxtech Ventures Inc.**Pro-Forma Consolidated Balance Sheet**

(Unaudited - Expressed in Canadian Dollars)

July 31, 2013

	Unadjusted	Pro-forma Adjustment	Pro-forma Adjustment	Pro-forma Adjustment	Pro-forma Adjustment	After- Adjusted Pro-forma
	\$	\$	\$	\$	\$	\$
	Note 1	Note 2a	Note 2b	Note 2c	Note 2d	
Assets						
Current Assets						
Cash	3,631,577	(2,367,259)	(129,780)	(1,034,538)	-	100,000
Marketable securities	127,160	(57,654)	-	(69,506)	-	-
Notes receivable	275,000	381,000	(270,000)	(330,000)	-	56,000
Other receivables	3,145	-	-	-	-	3,145
	4,036,882	(2,043,913)	(399,780)	(1,434,044)	-	159,145
Equipment	24,538	-	-	(1)	-	24,537
Properties	-	1,986,259	399,780	(2,386,039)	-	-
Exploration and evaluation assets	3	-	-	-	-	3
Total Assets	4,061,423	(57,654)	-	(3,820,084)	-	183,685
Liabilities and Shareholders' Equity						
Current Liabilities						
Accounts payable and accrued liabilities	34,181	-	-	-	10,000	44,181
Shareholders' Equity						
Share capital	8,130,000	-	-	-	-	8,130,000
Reserves	5,278,428	-	-	-	-	5,278,428
Deficit	(9,381,186)	(57,654)	-	(3,820,084)	(10,000)	(13,268,924)
Total Equity	4,027,242	(57,654)	-	(3,820,084)	(10,000)	139,504
Total Liabilities and Shareholders' Equity	4,061,423	(57,654)	-	(3,820,084)	-	183,685

----See accompanying notes to the unaudited pro-forma balance sheet-----

Maxtech Ventures Inc.

Notes to the Pro-forma Consolidated Balance Sheet

July 31, 2013

(Unaudited - stated in Canadian dollars)

5. BASIS OF PRESENTATION

Maxtech Ventures Inc. ("MVT" or the "Company") has entered into an arrangement agreement ("Agreement") with its Maxtech Holdings Corp. ("MHC"), a wholly owned subsidiary of the Company that is incorporated in the United States of America, to execute a proposed plan of arrangement ("Arrangement") in connection with the reorganization of the Company's assets those are not related to exploration of mineral properties ("Non-Mining Assets").

This unaudited pro-forma consolidated balance sheet has been compiled for the purpose of inclusion in the management information circular of the Company dated August 15, 2014 (Information Circular”), in connection with the Arrangement. A pro-forma presentation of operations for the period ending July 31, 2013 is not considered practicable in this circumstance nor would it provide any meaningful information to financial statement users.

This unaudited pro-forma consolidated balance sheet has been derived from the audited consolidated balance sheet of the Company as at July 31, 2013 and gives effect to the Company's proposed Arrangement under the Business Corporations Act (British Columbia), as described herein. This pro-forma consolidated balance sheet has included the account of the Company and its wholly owned Indian Subsidiary Maxtech Resources Private Limited and its 53% interest in the Julia property which is held through its inactive Canadian subsidiary Emerging Minerals (BC) Corp. All material intercompany balances between the Company and its two subsidiaries have been eliminated.

Upon completion of the Arrangement, as more fully described in Note 2, the Company's Non-Mining Assets will be owned by MHC, which itself will be owned directly by the shareholders of the Company

This pro-forma consolidated balance sheet has been prepared as if the Arrangement had occurred on July 31, 2013 and that the adjustments disclosed in Note 2 had occurred on the same date. In the opinion of management, the pro-forma consolidated balance sheet includes all the adjustments necessary for fair presentation in accordance with Canadian generally accepted accounting principles, inclusive of the effect of the assumptions disclosed in Note 3.

This pro-forma consolidated balance sheet is not necessarily reflective of the financial position that would have resulted if the events reflected herein under the Arrangement had occurred on July 31, 2013, but rather expresses the pro-forma results of specific transactions currently proposed. Further, this pro-forma consolidated balance sheet is not necessarily indicative of the financial position that may be attained in the future. This pro-forma consolidated balance sheet should also be read in conjunction with the Company's audited annual financial statements for the year ended July 31, 2013 which are also included in the subject Information Circular.

6. PRO-FORMA ADJUSTMENTS

The pro-forma consolidated balance sheet gives effect to the following transactions as if they had occurred in accordance with the Arrangement as at July 31, 2013:

- (a) These adjustments are recorded to account for significant transactions occurred from August 1, 2013 to April 30, 2014:
- Acquisition of two pieces of real properties located in United States of America with total proceeds of \$1,986,259. Detail is available in the Note 9 to the Company's unaudited interim financial statements for nine months ended April 30, 2014
 - Recorded the decrease of fair value of the Company's investment of marketable securities by \$57,654
 - Use of \$381,000 for issuance of two promissory notes at principal of \$330,000 and \$51,000 respectively. Detail is available in the Note 11 to the Company's unaudited interim financial statements for nine months ended April 30, 2014

Maxtech Ventures Inc.

Notes to the Pro-forma Consolidated Balance Sheet July 31, 2013 (Unaudited - stated in Canadian dollars)

2. PRO-FORMA ADJUSTMENTS (Continued)

(b) These are significant transactions occurred subsequent to the interim period ended April 30, 2014:

- The Company acquired a parcel of land (12441 E. Camino del Garanon, Tucson, AZ 85741) for \$399,780 (US\$363,800) on July 15, 2014.
- The Company received \$270,000 full repayment of a promissory note receivable

(c) These adjustments are account for transactions happened directly related to the Arrangement

- Transfer of the following Non-Mining Assets to MHC

	\$
Cash	1,034,538
Marketable securities	69,506
Note receivable	330,000
Equipment that has been previously fully provided	1
Three pieces of real properties *	2,386,039
Total	3,820,084

* These three pieces of real properties are 11900 Franklin Boulevard, Elk Grove, CA with a carrying value of \$699,645, 6059 Bradshaw Road, Sacramento, CA with a carrying value of \$1,286,614, and 12441 E. Camino del Garanon, Tucson, AZ with a carrying value of \$399,780 respectively. More details of these properties are available at the Note 9 to the Company's unaudited interim financial statements for the nine months ended April 30, 2014 and the press release of MVT dated July 22, 2014.

- Receipt of shares issued by MHC ("MHC Shares") as consideration of the transfer at fair value of \$3,800,084
- Distribution of MHC Shares to shareholders of the MVT and recorded an addition of deficit of \$3,800,084

(d) Accrue \$10,000 professional fees in connection with the completion of the Arrangement.

3. PRO-FORMA ASSUMPTIONS

Pursuant to the Arrangement, the Non-Mining Assets will be transferred from MVT to MHC; and immediately after the Arrangement, all the outstanding common shares of MHC will be distributed to the shareholders of MVT. The shareholders of MVT, at the time of the completion of the Arrangement, will continue collectively owning the Non-Mining Assets. As a result, there will be no substantial change in the beneficial ownership of the Non-Mining Assets after the completion of the Arrangement. As such the transfer of the Non-Mining Assets is recorded at carrying values in the accounts of MVT and no gain or loss is recognized in the book of MVT.



Condensed Interim Consolidated Financial Statements

Nine Months Ended April 30, 2014

(Unaudited - Expressed in Canadian Dollars)

Notice to Reader

In accordance with National Instrument 51-102 released by Canadian Securities Administrators, the Company discloses that its auditors have not reviewed the accompanying condensed interim consolidated financial statements for the nine months ended April 30, 2014.

Maxtech Ventures Inc.
Condensed Interim Consolidated Statements of Financial Position
(Unaudited - Expressed in Canadian Dollars)

	Note	April 30, 2014	July 31, 2013
		\$	\$
Assets			
Current Assets			
Cash		1,235,563	3,631,577
Marketable securities	4	69,506	127,160
Notes receivable	11	656,000	275,000
Other receivables	6	17,192	3,145
		1,978,261	4,036,882
Equipment	5	21,734	24,538
Properties	9	1,986,259	-
Exploration and evaluation assets	8	3	3
Total Assets		3,986,257	4,061,423
Liabilities and Shareholders' Equity			
Current Liabilities			
Accounts payable and accrued liabilities	7	57,803	34,181
Shareholders' Equity			
Share capital	10	8,130,000	8,130,000
Reserves	10	5,219,466	5,278,428
Deficit		(9,421,012)	(9,381,186)
Total Equity		3,928,454	4,027,242
Total Liabilities and Shareholders' Equity		3,986,257	4,061,423

Nature of operations and going concern

1

"Curt Huber"

Director

"Lucky Janda"

Director

See accompanying notes to the condensed interim consolidated financial statements

Condensed Interim Consolidated Statements of Comprehensive Loss
(Unaudited - Expressed in Canadian dollars)

	Note	Three months ended April 30,		Nine months ended April 30,	
		2014	2013	2014	2013
		\$	\$	\$	\$
Expenses					
Amortization		1,382	6,527	3,831	19,582
Consulting		3,875	27,518	18,875	82,669
Exploration expenditures	8	10,362	-	44,284	-
Office facilities and administration		17,504	12,137	33,197	43,800
Professional fees		2,975	6,024	13,770	18,874
Salaries and wages		1,674	7,457	11,136	15,398
Transfer agent, filing and stock exchange fees		5,125	6,872	17,075	12,468
Loss before the following		(42,897)	(66,535)	(142,168)	(192,791)
Interest income		10,874	12,799	60,667	39,618
Unrealized foreign exchange gain(loss)		-	-	16,836	-
Rental income, net of direct rental expenses		23,189	-	24,839	-
Other revenue		-	-	-	7,954
Net loss for the period		(8,834)	(53,736)	(39,826)	(145,219)
Other comprehensive income (loss):					
Translation gain (loss)		2,870	(663)	3,264	1,064
Unrealized loss on marketable securities	4	(33,214)	(94,320)	(62,226)	(170,430)
Comprehensive loss		(39,178)	(148,719)	(98,788)	(314,585)
Basic and diluted earnings (loss) per share					
		(0.00)	(0.00)	(0.00)	(0.01)
Weighted average number of common shares outstanding					
		11,216,334	11,216,334	11,216,334	11,216,334

See accompanying notes to the condensed interim consolidated financial statements

MAXTECH VENTURES INC.

Condensed Interim Consolidated Statements of Cash Flows

(Unaudited - Expressed in Canadian dollars)

Cash provided by (used in)	Note	Nine months ended April 30,	
		2014	2013
		\$	\$
Operating activities			
Net loss for the period		(39,826)	(145,219)
Items not involving cash			
Receipt of warrants for interest income	11	(4,572)	–
Amortization	5	3,831	19,582
Changes in non-cash operating working capital			
Other receivables		(14,047)	4,450
Accounts payable and accrued liabilities		25,859	(3,538)
Cash used in operating activities		(28,755)	(124,725)
Investing activities			
Acquisition of equipment		–	(2,008)
Acquisition of properties	9	(1,986,259)	–
Increase of exploration and evaluation assets		–	(96,448)
Promissory note issued	11	(381,000)	614,268
Cash (used in) provided by investing activities		(2,367,259)	515,812
Increase(decrease) in cash		(2,396,014)	391,087
Cash, beginning of period		3,631,577	3,594,303
Cash, end of period		1,235,563	3,985,390
Supplemental cash flow information:			
Cash paid during the period for income taxes		–	–
Cash received from interest income		59,152	53,886

See accompanying notes to the condensed interim consolidated financial statements

Maxtech Ventures Inc.
Condensed Interim Consolidated Statements of Changes in Equity
(Unaudited - Expressed in Canadian dollars)

	Share capital		Reserves				Total equity	
	Note	Number	Amount	Foreign translation	Share-based	Investment		Deficit
				reserve	payment reserve	revaluation reserve		
			\$	\$	\$	\$	\$	
Balance, August 1, 2012		11,216,334	8,130,000	(57,008)	5,349,127	(98,791)	(7,645,231)	5,678,097
Translation gain		-	-	1,064	-	-	-	1,064
Unrealized loss from marketable securities		-	-	-	-	(170,430)	-	(170,430)
Net loss for the period		-	-	-	-	-	(145,219)	(145,219)
Balance, April 30, 2013		11,216,334	8,130,000	(55,944)	5,349,127	(269,221)	(7,790,450)	5,363,512
Balance, July 31, 2013		11,216,334	8,130,000	(70,699)	5,349,127	-	(9,381,186)	4,027,242
Translation gain(loss)		-	-	3,264	-	-	-	3,264
Unrealized loss from marketable securities	4	-	-	-	-	(62,226)	-	(62,226)
Net loss for the period		-	-	-	-	-	(39,826)	(39,826)
Balance, April 30, 2014		11,216,334	8,130,000	(67,435)	5,349,127	(62,226)	(9,421,012)	3,928,454

See accompanying notes to the condensed interim consolidated financial statements

Maxtech Ventures Inc.

Notes to the condensed interim consolidated financial statements

Nine months ended April 30, 2014

(Unaudited - expressed in Canadian dollars)

1. NATURE OF OPERATIONS AND GOING CONCERN

Maxtech Ventures Inc. (the "Company" of "Maxtech") was incorporated on April 19, 2000 under the laws of the province of British Columbia, Canada, and its principal activity is the acquisition and exploration of mineral properties. The Company's shares are traded on the Canadian National Stock Exchange ("CNSX") under the symbol "MVT".

The head office, principal address and records office of the Company are located at 8338 - 120th Street, Surrey, BC V3W 3N4.

These condensed interim consolidated financial statements for the nine months ended April 30, 2014 (the "Interim Financial Statements") have been prepared on a going concern basis which assumes that the Company will be able to realize its assets and discharge its liabilities in the normal course of business for the foreseeable future. As at April 30, 2014 the Company had recurring losses since inception and is not able to finance day to day activities through operations. The Company's continuation as a going concern is dependent upon its ability to attain profitable operations and generate funds there from and/or raise equity capital or borrowings sufficient to meet current and future obligations. These uncertainties cast significant doubt about the Company's ability to continue as a going concern. Management intends to finance operating costs over the next twelve months with cash and cash on hand and private placements of common shares, if required.

2. STATEMENT OF COMPLIANCE

a) Statement of compliance

These Interim Financial Statements, including comparatives within, have been prepared in accordance with International Accounting Standards 34, "Interim Financial Reporting" ("IAS 34"), using accounting policies consistent with the International Financial Report Standards ("IFRS") issued by the International Accounting Standards Board ("IASB") and interpretations of the International Financial Reporting Interpretations Committee. Any subsequent changes to IFRS that are given effect to in the Company's annual consolidated financial statements for the year ending July 31, 2014 could result in revisions to these Interim Financial Statements.

These Interim Financial Statements do not include all of the information required of a full annual financial report and is intended to provide users with an update in relation to events and transactions that are significant to an understanding of the changes in financial position and performance of the Company since the end of the last annual reporting period. It is therefore recommended that these Interim Financial Statements be read in conjunction with the most recent audited annual consolidated financial statements of the Company for the year ended July 31, 2013.

These consolidated financial statements were approved and authorized by the Board of Directors on June 27, 2014.

3. SIGNIFICANT ACCOUNTING POLICIES

Basis of preparation

These consolidated financial statements have been prepared on an accrual basis and are based on historical costs, except for financial instruments measured at their fair value. The consolidated financial statements are presented are in Canadian dollars, unless otherwise noted.

Maxtech Ventures Inc.

Notes to the condensed interim consolidated financial statements

Nine months ended April 30, 2014

(Unaudited - expressed in Canadian dollars)

3. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Consolidation

The consolidated financial statements include the accounts of the Company and its wholly owned subsidiary Maxtech Resources Private Limited ("MRPL") (incorporated in India), its wholly owned subsidiary Maxtech Holdings Corp. (incorporated in Nevada, U.S.A.), and its 53% interest in the Julia property which is held through its inactive subsidiary Emerging Minerals (BC) Corp. ("Emerging Minerals") (incorporated in Canada). All material intercompany balances and transactions between the Company and the subsidiaries have been eliminated.

Significant estimates and assumptions

The preparation of financial statements in conformity with IFRS requires management to make certain estimates, judgments and assumptions concerning the future. The Company's management reviews these estimates and underlying assumptions on an ongoing basis, based on experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances. Revisions to estimates are adjusted for prospectively in the period in which the estimates are revised.

Estimates and assumptions where there is significant risk of material adjustments to assets and liabilities in future accounting periods include the useful lives of equipment, the recoverability of the carrying value of exploration and evaluation assets and properties, fair value measurements for financial instruments, the recoverability and measurement of deferred tax assets, decommissioning, restoration and similar liabilities and contingent liabilities.

Significant judgments

The preparation of financial statements in accordance with IFRS requires the Company to make judgments, apart from those involving estimates, in applying accounting policies. The most significant judgments in applying the Company's financial statements include:

- the classification of expenditures as exploration and evaluation expenditures or operating expenses; and
- the determination of the functional currency of the parent company and its subsidiaries.

Adoption of new accounting standards

There were no significant changes in the accounting policies that were discussed in Note 3 of the Company's audited annual financial statements for the most recent year ended July 31, 2013 except for the adoption of following new standards commencing August 1, 2013:

IAS 1 – Presentation of Financial Statements amendment issued by the IASB in June 2011 provides improved consistency and clarity of the presentation of items of other comprehensive income. The main change was a requirement to group items presented in other comprehensive income on the basis of whether they are potentially reclassifiable to profit or loss subsequently.

IFRS 10 – Consolidated Financial Statements supersedes SIC 12 – Consolidation – Special Purpose Entities and the requirements relating to consolidated financial statements in IAS 27 – Consolidated and Separate Financial Statements. IFRS 10 establishes the principle and application of control as the basis for an investor to identify whether an investor controls an investee and thereby requiring consolidation.

IFRS 11 – Joint Arrangements establishes the principle a joint arrangement is classified as joint operations or joint ventures based on the rights and obligations of the parties to the joint arrangement, rather than its legal form.

IFRS 12 – Disclosure of Interests in Other Entities requires the disclosure of information that enables users of financial statements to evaluate the nature of, and risks associated with, its interests in other entities and the effects of those interests on its financial position, financial performance and cash flows.

Maxtech Ventures Inc.

Notes to the condensed interim consolidated financial statements
Nine months ended April 30, 2014
(Unaudited - expressed in Canadian dollars)

3. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Adoption of new accounting standards (continued)

IFRS 13 – Fair value measurements establishes a single source of guidance under IFRS for all fair value measurements. IFRS 13 does not change when an entity is required to use fair value, but rather provides guidance on how to measure fair value under IFRS when fair value is required or permitted.

The adoption of these standards did not have a material impact on the Interim Financial Statements.

Accounting standards issued but not yet in effective

IFRIC 21 – Levies, an interpretation of IAS 37 was issued by the IASB in May 2013 and provides interpretation on when to recognize a liability for a levi imposed by a government and clarifies the criteria for the recognition of a liability. IFRIC 21 is effective for annual periods commencing on or after January 1, 2014. The Company is still in the process of assessing the impact of the application of IFRIC 21 on the Company's financial statements.

4. MARKETABLE SECURITIES

The Company holds common shares of two Canadian public companies : Abacus Mining and Exploration Corp. ("AME"), Majescor Resources Inc. ("MJX"), share purchase warrants of Desert Gold Ventures Inc. ("DAU"), a Canadian public company (Note 11), and common shares of a private company (Note 11). The Company designates its marketable securities as available-for-sale. As a result, the Company recorded a comprehensive loss of \$62,226 arising from the decrease of the fair value of the Company's marketable securities during nine months ended April 30, 2014.

As at April 30, 2014		
Cost	Unrealized loss	Fair value
\$	\$	\$
380,527	(311,021)	69,506

As at July 31, 2013		
Cost	Unrealized loss	Fair value
\$	\$	\$
375,955	(248,795)	127,160

During nine months ended April 30, 2014, the Company did not dispose any marketable securities.

Maxtech Ventures Inc.

Notes to the condensed interim consolidated financial statements

Nine months ended April 30, 2014

(Unaudited - expressed in Canadian dollars)

5. EQUIPMENT

	Field equipment	Office equipment	Vehicle	Total
	\$	\$	\$	\$
Cost:				
At July 31, 2012	151,809	18,472	27,329	197,610
Additions	2,009	-	-	2,009
At July 31, 2013	153,818	18,472	27,329	199,619
Additions (disposal)	-	-	-	-
At April 30, 2014	153,818	18,472	27,329	199,619
Amortization:				
At July 31, 2012	48,266	6,249	5,576	60,091
Charge for the period	20,786	2,106	4,345	27,237
Impairment	84,149	-	-	84,149
At July 31, 2013	153,201	8,355	9,921	171,477
Charge for the period	-	1,260	2,571	3,831
At April 30, 2014	153,201	9,615	12,492	175,308
Foreign exchange effects:				
At July 31, 2013	(617)	(1,693)	(207)	(2,517)
At April 30, 2014	(617)	(1,693)	(267)	(2,577)
Net book value:				
At July 31, 2013	-	8,424	16,114	24,538
At April 30, 2014	-	7,164	14,570	21,734

6. OTHER RECEIVABLES

	April 30, 2014	July 31, 2013
	\$	\$
Rental income receivable	1,515	-
Interest receivable	14,480	-
Sales tax recoverable	1,197	3,145
	17,192	3,145

7. ACCOUNTS PAYABLE AND ACCRUED LIABILITIES

	April 30, 2014	July 31, 2013
	\$	\$
Trade payables	10,003	6,397
Accrued liabilities	47,800	27,784
	57,803	34,181

Maxtech Ventures Inc.

Notes to the condensed interim consolidated financial statements

Nine months ended April 30, 2014

(Unaudited - expressed in Canadian dollars)

8. EXPLORATION AND EVALUATION ASSETS

	Ariane	Guercheville	Julia	Lalitpur	Total
As at July 31, 2012	397,492	-	361,937	254,995	1,014,424
43-101 report	-	-	-	-	-
Acquisition and renewal	2,414	-	-	-	2,414
Analytical/assays	150	-	650	7,276	8,076
Geologist and geophysics	-	-	-	50,175	50,175
Laboratory testing	-	-	-	-	-
Management	-	-	-	18,641	18,641
Mapping	-	-	-	-	-
Supplies	-	-	-	14,549	14,549
Travelling and lodging	-	-	-	18,595	18,595
Impairment	(400,055)	-	(362,586)	(364,230)	(1,126,871)
As at July 31, 2013 and April 30, 2014	1	-	1	1	3

Ariane and Guercheville

By an option agreement dated March 5, 2007, and as amended on October 20, 2010, the Company had acquired a 100% interest in two prospective gold properties in the Abitibi region of Quebec.

As at July 31, 2013, management assessed that the Company may not be able to recover the carrying value of the Arian Property. The Arian Property was impaired it to a nominal value of \$1.

The Company did not have exploration activities during nine months ended April 30, 2014.

Julia

The Company holds various mineral claims located in the Atlin Mining Division of British Columbia (the "Julia Property").

On May 31, 2011, the Company entered into an agreement with the optionor whereby the Company and the optionor agreed to transfer their interests in the Julia Property to Emerging Minerals. The Company and the optionor were each issued 16,500,000 shares of Emerging Minerals.

On the same date, the Company and the optionor agreed that the Company contributed \$210,000 over and above the originally agreed upon expenditures and an additional 2,100,000 shares of Emerging Minerals were issued to the Company in return for these expenditures. As a result, the Company now holds 53% of the Julia property.

As at July 31, 2013, management assessed that the Company may not be able to recover the carrying value of the Julia Property. The Julia Property was impaired it to a nominal value of \$1.

The Company did not have exploration activities during nine months ended April 30, 2014.

Maxtech Ventures Inc.

Notes to the condensed interim consolidated financial statements

Nine months ended April 30, 2014

(Unaudited - expressed in Canadian dollars)

8. EXPLORATION AND EVALUATION ASSETS (Continued)

Lalitpur Iron Ore Project

In March 2010, the Company's wholly owned subsidiary, MRPL, was granted a Reconnaissance Permit ("RP") in the Lalitpur District, Uttar Pradesh Province, India to explore for iron ore, gold and platinum group minerals.

As at July 31, 2013, management assessed that the Company may not be able to recover the carrying value of the Lalitpur Property. The Lalitpur property was impaired to a nominal value of \$1.

During nine months ended April 30, 2014, the Company continued with its efforts to have 6 newly applied Prospecting License applications approved. Once approved, the Company will be in a position to begin advanced exploration work on the project. During this period, the Company scaled back its operation in India to conserve funds while the approval process is ongoing. There was \$44,284 of exploration related expenditures incurred during nine months ended April 30, 2014.

9. PROPERTIES

During the nine months ended April 30, 2014, the Company acquired the following two real properties located in the United State. The Company is in the process of planning for the development of these properties:

6059 Bradshaw Road

6059 Bradshaw Road is a parcel of land (with area of approximately 19.68 acres) located in 6059 Bradshaw Road, Sacramento, California, U.S.A. The acquisition cost is USD 1,200,955 (\$1,286,614).

11900 Franklin Blvd (the "Franklin Property")

The Franklin Property is comprised of a parcel of land (approximately 65 acres) and a house located at 11900 Franklin Blvd, Elk Grove, California. The acquisition cost is USD 665,905 (\$699,645).

The Company earned \$24,839 rental income, net of direct cost of rental, from these properties since the completion of these acquisitions.

10. SHARE CAPITAL

Authorized: Unlimited number of common shares without par value

Outstanding: On July 24, 2013, the Company consolidated its issued and outstanding shares on a 3 old for 1 new basis. As a result, the number of outstanding shares and loss per share presented in these consolidated financial statements has been retroactively revised to reflect this share consolidation.

Stock Options

The Company has adopted an incentive stock option plan (the "Plan"). The essential elements of the Plan provide that the aggregate number of shares of the Company's capital stock issuable pursuant to options granted under the Plan may not exceed 20% of the outstanding shares. Options granted under the Plan may have a maximum term of five (5) years. The exercise price of options granted under the Plan will not be less than the closing price of the Company's shares on the CNSX on the trading day immediately before the date of grant, less the discount permitted under the CNSX policies, subject to a minimum of \$0.10 per common share.

As at July 31, 2013 and April 30, 2014, the Company did not have any stock options outstanding.

Maxtech Ventures Inc.

Notes to the condensed interim consolidated financial statements

Nine months ended April 30, 2014

(Unaudited - expressed in Canadian dollars)

10. SHARE CAPITAL (Continued)

Share base payment reserve

The share-based payment reserve records items recognized as stock-based compensation expense and other share-based payments until such time that the stock options or warrants are exercised, at which time the corresponding amount will be transferred to share capital.

Foreign currency translation reserve

The foreign currency translation reserve records unrealized exchange differences arising on translation of foreign operations that have a functional currency other than the Company's reporting currency.

Investment revaluation reserve

The investment revaluation reserve records unrealized gains and losses arising on available-for-sale financial assets, except for impairment losses and foreign exchange gains and losses on monetary items.

11. NOTES RECEIVABLE

As at July 31, 2013, the Company had the following notes receivable outstanding:

Borrower	Principal \$	Term	Interest	Collateral
Unrelated party	270,000	January 24, 2014	8% per annum	Secured by a parcel of land
Chimata (i)	5,000	On demand	5% per annum	Unsecured

As at April 30, 2014, the Company had the following notes receivable outstanding:

Borrower	Principal \$	Term	Interest	Collateral
Unrelated party	270,000	on-demand	8% per annum	Secured by a parcel of land
Unrelated party(ii)	330,000	on-demand	8% per annum	(ii)
Chimata (i)	5,000	December 31, 2014	5% per annum	Unsecured
Chimata (i)	51,000	December 31, 2014	5% per annum	Unsecured

(i) Chimata Gold Corp. ("Chimata") is the ex-parent company of the Company. The Company's CEO is a relative of Chimata's CEO.

(ii) On November 12, 2013, the Company completed a transaction with Acana Capital Corp., a company with the CEO and CFO in common with the Company, for the assignment of a US\$300,000 promissory note issued by TM Technologies Inc. ("TM"), a private company incorporated in the USA to the Company. This note is guaranteed by Medusa Scientific LLC, the parent company of TM which is a private company incorporated in the USA. TM issued 400,000 common shares to the Company as an incentive for this financing (Note 4). The fair value of these 400,000 common shares is deemed \$Nil as it is not readily available.

On September 5, 2013, the Company loaned \$225,000 to Desert Gold Ventures ("DAU"). A director of DAU is a relative to the Company's CEO and CFO. The loan bears interest at 10% per annum and is secured by all assets of DAU. In consideration for the loan, the Company earned a finance fee of \$13,500 and received 90,000 share purchase warrants of DAU exercisable at \$0.15 and matures on September 4, 2014. DAU has fully repaid the Company \$225,000 principal plus \$3,082 interest in October 2013.

The fair value of these warrants of DAU. is \$4,572 which is valued by using of Black Schole Option Pricing model with the following assumptions to determine the fair values of these 90,000 warrants; expected life of one year, risk free interest rate of 1.02%, volatility of 130%, dividend rate of Nil %, and exercise price \$0.15/share.

Maxtech Ventures Inc.

Notes to the condensed interim consolidated financial statements

Nine months ended April 30, 2014

(Unaudited - expressed in Canadian dollars)

12. RELATED PARTY TRANSACTIONS

Related party transactions not disclosed elsewhere are as follows:

Transactions with key management and directors

	Nature of fees	Nine months ended	
		2014	April 30, 2013
		\$	\$
Company affiliated with the CEO	Consulting	-	22,500
Company affiliated with the CEO	Rent	-	22,500
Company affiliated with a relative of the CEO	Rent	11,250	-
Company affiliated with a relative of the CEO	Consulting	11,250	-

As at July 31, 2013 and April 30, 2014, the Company's accounts payable and accrued liabilities included the following balances owing to the Company's related parties:

	April 30, 2014	July 31, 2013
	\$	\$
Company affiliated with the CEO	-	4,881
Company affiliated with a relative of the CEO	6,294	2,805

The above amounts are unsecured, non-interest bearing, and are due on demand.

13. FINANCIAL INSTRUMENTS AND RISK MANAGEMENT

The Company is exposed in varying degrees to a variety of financial instrument related risks. The Board of Directors approves and monitors the risk management processes, inclusive of documented investment policies, counterparty limits, and controlling and reporting structures. The Company's risk exposure and its policies in managing these risks have not significantly changed from its recent year ended July 31, 2013.

Classification of financial instruments

Financial assets included in the statement of financial position are as follows:

	April 30, 2014	July 31, 2013
	\$	\$
Fair value through profit and loss:		
Cash	1,235,563	3,631,577
Loans and receivables:		
Notes receivable	656,000	275,000
Rental income receivable	1,515	-
Interest receivable	14,480	-
Available-for-sale financial assets:		
Marketable securities	69,506	127,160
	1,977,064	4,033,737

Financial liabilities included in the statement of financial position are as follows:

	April 30, 2014	July 31, 2013
	\$	\$
Non-derivative financial liabilities:		
Trade payables	10,003	6,397

Maxtech Ventures Inc.

Notes to the condensed interim consolidated financial statements

13. FINANCIAL INSTRUMENTS AND RISK MANAGEMENT (Continued)

Nine months ended April 30, 2014

Fair value

(Unaudited - expressed in Canadian dollars)

The fair value of the Company's financial assets and liabilities approximates the carrying amount as at April 30, 2014 and July 31, 2013 for their short-term natures.

Financial instruments measured at fair value are classified into one of three levels in the fair value hierarchy according to the relative reliability of the inputs used to estimate the fair values. The three levels of the fair value hierarchy are:

- Level 1 – Unadjusted quoted prices in active markets for identical assets or liabilities;
- Level 2 – Inputs other than quoted prices that are observable for the asset or liability either directly or indirectly; and
- Level 3 – Inputs that are not based on observable market data.

The following is an analysis of the Company's financial assets measured at fair value as at April 30, 2014 and July 31, 2013:

	As at July 31, 2013		
	Level 1	Level 2	Level 3
	\$	\$	\$
Cash	3,631,577	-	-
Available-for-sale financial assets	127,160	-	-
	3,758,737	-	-

	As at April 30, 2014		
	Level 1	Level 2	Level 3
	\$	\$	\$
Cash	1,235,563	-	-
Available-for-sale financial assets	69,506	-	-
	1,305,069	-	-

14. SEGMENT DISCLOSURES

The Company operates in a single reportable operating segment – the acquisition, exploration and development of mineral properties.

The geographic segment disclosures are as follows:

July 31, 2013	Equipment	Exploration and evaluation assets
	\$	\$
India	16,114	1
Canada	8,424	2
	24,538	3
April 30, 2014	Equipment	Exploration and evaluation assets
	\$	\$
India	14,570	1
Canada	7,164	2
	21,734	3