DEER HORN METALS INC.

Suite 140 – 1440 Garden Place
Delta, BC V4M 3Z2
Tel.: (604) 952-7221

INFORMATION CIRCULAR

AS AT AND DATED JUNE 16, 2014

This information circular ("**Information Circular**") is provided in connection with the solicitation of proxies by the management of **Deer Horn Metals Inc.** (the "**Company**") for use at the Annual General and Special Meeting of the shareholders of the Company (the "**Meeting**") to be held on Monday, July 21, 2014**,** at 1665 – 56th Street, Delta, BC, V4L 2B2 at 9:00 a.m. (Vancouver Time) and at any adjournments thereof for the purposes set forth in the enclosed Notice of Annual General and Special Meeting ("**Notice of Meeting**").

The solicitation of proxies is made on behalf of the management of the Company. Such solicitation will be primarily by mail but may also be made by telephone or other electronic means of communication or in person by the directors and officers of the Company. The costs incurred in the preparation and mailing of the form of proxy, Notice of Meeting and this Information Circular will be borne by the Company. The cost of the solicitation will be borne by the Company.

DISTRIBUTION OF MEETING MATERIALS

This Information Circular and related Meeting materials are being sent to both registered and non-registered holders of common shares of the Company.

If you are a non-registered holder and the Company or its agent has sent these materials directly to you, your name and address and information about your holdings of securities, have been obtained in accordance with applicable securities regulatory requirements from the intermediary holding on your behalf. By choosing to send these Meeting materials to you directly, the Company (and not the intermediary holding on your behalf) has assumed responsibility for (i) delivering these materials to you, and (ii) executing your proper voting instructions. Please return your voting instructions as specified in the accompanying request for voting instructions.

A shareholder may receive multiple packages of Meeting materials if the shareholder holds common shares through more than one intermediary (an "**Intermediary**"), or if the shareholder is both a registered shareholder and a non-registered shareholder for different shareholdings. Any such shareholder should repeat the steps to vote through a proxy, appoint a proxyholder or attend the Meeting, if desired, separately for each shareholding to ensure that all the common shares from the various shareholdings are represented and voted at the Meeting. Please return your voting instructions as specified in the appropriate voting information form.

APPOINTMENT OF PROXYHOLDER

A duly completed form of proxy for the Company will constitute the persons named in the enclosed form of proxy as the shareholder's proxyholder. The individuals whose names are printed in the enclosed form of proxy for the Meeting are directors and/or officers of the Company (the "**Management Proxyholders**"). The persons named in the enclosed form of proxy as Management Proxyholders have indicated their willingness to represent, as proxyholders, the shareholders who appoint them.

A shareholder has the right to appoint a person other than the Management Proxyholders to represent the shareholder at the Meeting by striking out the names of the Management Proxyholders and by inserting the desired person's name in the blank space provided or by executing a proxy in a form similar to the enclosed form. A proxyholder need not be a shareholder of the Company. Such a shareholder should notify the nominee of his or her appointment, obtain his or her consent to act as proxy and instruct him or her on how the shareholder's shares are to be voted.

VOTING OF PROXIES

Each shareholder may instruct his or her proxyholder how to vote his or her shares by completing the blanks in the form of proxy. Shares represented by properly executed proxy forms will be voted or withheld from voting on any poll in accordance with instructions made on the proxy forms, and, if a shareholder specifies a choice as to any matters to be acted on, such shareholder's shares shall be voted accordingly.

If no choice is specified and one of the Management Proxyholders is appointed by a shareholder as proxyholder, it is intended that such person will vote in favour of the matters to be voted on at the Meeting.

The enclosed form of proxy confers discretionary authority upon the persons named therein as proxyholder with respect to amendments or variations to matters identified in the Notice of Meeting and with respect to any other matters which may properly come before the Meeting. At the date of this Information Circular, management of the Company knows of no such amendments, variations or other matters to come before the Meeting.

COMPLETION AND RETURN OF PROXY

Each proxy must be dated and executed by the shareholder or his/her attorney authorized in writing or by an intermediary acting on behalf of a shareholder (see "Voting by Non-Registered Shareholders" below). In the case of a corporation, the proxy must be dated and executed under its corporate seal or signed by a duly authorized officer or attorney for the corporation.

A proxy will not be valid for the Meeting or any adjournment thereof unless the completed, signed and dated form of proxy is delivered to the office of the Company's registrar and transfer agent, CST Trust Company, by mail or by hand, at 1600 – 1066 West Hastings Street, Vancouver, V6E 3X1, or as otherwise indicated in the instructions contained in the form of proxy (including, where applicable, through the transfer agent's internet and telephone proxy voting services). All proxies in respect of the Meeting must be completed and received not later than 48 hours (excluding Saturdays, Sundays and holidays) prior to the commencement of the Meeting, unless the chairman of the Meeting elects to exercise his or her discretion to accept proxies received subsequently.

VOTING BY NON-REGISTERED SHAREHOLDERS

The information in this section is important to many shareholders as a substantial number of shareholders do not hold their shares in their own name.

Shareholders who hold shares through their brokers, intermediaries, trustees or other nominees (such shareholders being collectively called "**Beneficial Shareholders**") should note that only proxies deposited by shareholders whose names appear on the share register of the Company may be recognized and acted upon at the Meeting. If shares are shown on an account statement provided to a Beneficial Shareholder by a broker, then in almost all cases the name of such Beneficial Shareholder **will not** appear on the share register of the Company. Such shares will most likely be registered in the name of the broker or an agent of the broker. In Canada, the vast majority of such shares will be registered in the name of "CDS & Co.", the registration name of The Canadian Depository for Securities Limited, which acts as a nominee for many

brokerage firms. Such shares can only be voted by brokers, agents, or nominees and can only be voted by them in accordance with instructions received from Beneficial Shareholders. **As a result, Beneficial Shareholders should carefully review the voting instructions provided by their broker, agent or nominee with this Information Circular and ensure that they direct the voting of their shares in accordance with those instructions.**

Applicable regulatory policies require brokers and Intermediaries to seek voting instructions from Beneficial Shareholders in advance of shareholders' meetings. Each broker or Intermediary has its own mailing procedures and provides its own return instructions to clients. The purpose of the form of proxy or voting instruction form provided to a Beneficial Shareholder by such shareholder's broker, agent, or nominee is limited to instructing the registered holder of the relevant shares on how to vote such shares on behalf of the Beneficial Shareholder. Most brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. ("**Broadridge**"). Broadridge typically supplies a voting instruction form, mails those forms to Beneficial Shareholders and asks those Beneficial Shareholders to return the forms to Broadridge or follow specific telephone or other voting procedures. Broadridge then tabulates the results of all instructions received by it and provides appropriate instructions respecting the voting of shares at the Meeting. **A Beneficial Shareholder receiving a voting instruction form from Broadridge cannot use that form to vote shares directly at the Meeting. Instead, the voting instruction form must be returned to Broadridge or the alternate voting procedures must be completed well in advance of the Meeting in order to ensure that such shares are voted**.

REVOCATION OF PROXIES

A proxy may be revoked at any time prior to the exercise thereof. If a registered shareholder who has given a proxy attends personally at the Meeting at which such proxy is to be voted, such shareholder may revoke the proxy and vote in person. In addition to revocation in any other manner permitted by law, a registered shareholder who has given a proxy may revoke it, any time before it is exercised, by instrument in writing executed by the registered shareholder or by his or her attorney authorized in writing or, if the registered shareholder is a corporation, under its corporate seal or by an officer or attorney thereof duly authorized. The instrument revoking the proxy must be deposited to the office of the Company's registrar and transfer agent, CST Trust Company, by mail or by hand, at 1066 – 1600 West Hastings Street, Vancouver, BC V6E 3X1, at any time up to and including the last business day preceding the date of the Meeting, or any adjournment thereof, or with the chairman of the Meeting on the day of such Meeting. **Only registered shareholders have the right to revoke a proxy. Non-registered shareholders (Beneficial Shareholders) who wish to change their vote must arrange for their respective Intermediaries to revoke the proxy on their behalf well in advance of the Meeting.**

RECORD DATE AND VOTING SECURITIES

The directors of the Company have set the close of business on June 16, 2014 as the record date (the "**Record Date**") for the Meeting.

Only common shareholders of record as at the Record Date are entitled to receive notice of the Meeting and to vote those shares included in the list of shareholders entitled to vote at the Meeting prepared as at the Record Date, unless any such shareholders transfer shares after the Record Date and the transferee of those shares, having produced properly endorsed certificates evidencing such shares or having otherwise established ownership of such shares, requests not later than 10 days before the Meeting, that the transferee's name be included in the list of shareholders entitled to vote at the Meeting, in which case such transferee will be entitled to vote such shares at the Meeting.

Voting at the Meeting will be by show of hands, with each shareholder present having one vote, unless a poll is requested or required, whereupon each shareholder or proxyholder present is entitled to one vote for each common share held.

The Company is authorized to issue an unlimited number of common shares without par value of which 15,435,316 shares are issued and outstanding as at the Record Date. The Company has no other class of voting securities.

Effective May 14, 2014 (the "**Consolidation Date**"), the Company consolidated its common shares on the basis of ten (10) pre-consolidation common shares for one (1) post-consolidation common share (the "**Share Consolidation**"). All share and option data for dates prior to the Consolidation Date in this Information Circular have been retroactively restated to reflect the Share Consolidation.

QUORUM

The By-Laws of the Company provide that a quorum for the transaction of business at the Meeting shall be at least two persons present in person, each being a shareholder entitled to vote thereat or a duly appointed proxy or representative for an absent shareholder so entitled representing in the aggregate not less than 10% of the outstanding shares of the Company carrying voting rights at the meeting.

VOTING SHARES AND PRINCIPAL HOLDERS THEREOF

To the knowledge of the directors and executive officers of the Company, and based on the Company's review of the records maintained by CST Trust Company, electronic filings with the System for Electronic Document Analysis and Retrieval (SEDAR) and insider reports filed with System for Electronic Disclosure by Insiders (SEDI), the following shareholder beneficially owns, directly or indirectly, or exercises control or direction over more than 10% of the voting rights attached to all outstanding shares of the Company as at the Record Date:

Shareholder Name And Address	Number Of Shares Held	Percentage Of Issued Shares
CDS & Co.[(1)(2)] Toronto, Ontario	12,945,939	83.9%

Notes:

(1) CDS & Co. is a clearing agency.

(2) The information as to the shares beneficially owned by these shareholders is not within the knowledge of the Company and has been extracted from the register of shareholders maintained by the registrar and transfer agent for the Company's shares.

INTEREST OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON

Other than as set forth herein, management of the Company is not aware of any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, of any person who has been a director or senior officer of the Company since the commencement of the Company's last completed financial year, or of any nominee for election as a director, or of any associate or affiliate of any of such persons, in any matter to be acted upon at the Meeting other than the election of directors.

FINANCIAL STATEMENTS

The audited financial statements of the Company for the year ended July 31, 2013, (the "**Financial Statements**"), together with the Auditors' Report thereon, will be presented to the shareholders at the Meeting. Shareholders should note that in accordance with the rules of National Instrument 51-102 - *Continuous Disclosure Obligations*, shareholders will no longer automatically receive copies of financial statements unless a card *(in the form enclosed herewith)* has been completed and returned as instructed. Copies of all previously issued annual and quarterly financial statements and related Management Discussions and Analysis are available to the public on the SEDAR website at *www.sedar.com.*

SETTING NUMBER OF DIRECTORS & ELECTION OF DIRECTORS

Management of the Company intends to propose a resolution to set the number of Directors at five (5).

It is proposed that the below-stated nominees be elected at the Meeting as directors of the Company for the ensuing year. **The persons designated in the enclosed form of proxy, unless instructed otherwise, intend to vote for the election of the nominees listed below to the Board**.

Each director of the Company is elected annually and holds office until the next Annual General Meeting of the shareholders or until his successor is duly elected or appointed, or unless his office is earlier vacated. Management does not contemplate that any of the nominees will be unable to serve as a director. In the event that prior to the Meeting, any vacancies occur in the slate of nominees herein listed, it is intended that discretionary authority shall be exercised by the person named in the proxy as nominee to vote the shares represented by proxy for the election of any other person or persons as directors.

The following table sets out the names of management's nominees for election as directors, all offices in the Company each now holds, each nominee's principal occupation, business or employment, the period of time during which each has been a director of the Company and the number of common shares of the Company beneficially owned by each, directly or indirectly, or over which each exercised control or direction, as at June 16, 2014.

NAME AND PRESENT OFFICE HELD	DIRECTOR SINCE	NUMBER OF SHARES BENEFICIALLY OWNED, DIRECTLY OR INDIRECTLY, OR OVER WHICH CONTROL OR DIRECTION IS EXERCISED AT THE DATE OF THIS INFORMATION CIRCULAR	PRINCIPAL OCCUPATION AND IF NOT AT PRESENT AN ELECTED DIRECTOR, OCCUPATION DURING THE PAST FIVE (5) YEARS
TYRONE DOCHERTY Delta, BC President, CEO & Director	October 2008	1,244,950	President and Chief Executive Officer of the Company (since October 2008)
TONY FOGARASSY(1)(2) Vancouver, BC Chairman, Director	July 2009	39,600	Principal, Dunbar Law Corporation (since March 1999).
LINDSAY GORRILL(1)(2) Coeur d'Alene, ID, USA Director	August 2009	nil	President and Chief Executive Officer of Canada Fluorspar Inc. (since May 2009);
MATT WAYRYNEN(1) (2) West Vancouver, BC Director	July 2009	nil	President of Berkley Renewables Inc. (since May 2007) and Chief Executive Officer of Berkley Renewables Inc. (since June 2002); President of American Uranium Corporation (since July 2010); and President and Chief Executive Officer of WestKam Gold Corp. (since October 2011).
PETER JENSEN North Vancouver, BC Director	July 2012	46,750	Practicing lawyer, Bacchus Law Corp. (since 2010); Principal, Devlin Jensen (March 1987 to September 2010).

Notes:
(1) Denotes member of the Audit Committee.
(2) Denotes member of the Compensation Committee.

All of the nominees are residents of Canada, except for Lindsay Gorrill, who resides in the United States.

Corporate Cease Trade Orders or Bankruptcies

To the knowledge of the Company, no proposed director:

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

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

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

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

(c) has, within the 10 years before the date of this Information Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director.

Penalties and Sanctions

To the knowledge of the Company, no proposed director:

(a) has been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or

(b) has been subject to any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to vote for a proposed director.

No proposed director is to be elected under any arrangement or understanding between the proposed director and any other person or company.

EXECUTIVE COMPENSATION

Please see Form 51-102F6 *Statement of Executive Compensation* attached to this Information Circular as Schedule “B”.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table sets forth details of the Company's current stock option plan (the "**Stock Option Plan**"), being the Company's only equity compensation plan, as of July 31, 2013. The Stock Option Plan was most recently approved by the Company's shareholders at its last annual general meeting on April 16, 2013.

Plan Category	**Number of common shares to be issued upon exercise of outstanding options** (a)	**Weighted average exercise price of outstanding options** (b)	**Number of common shares remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))** (c)
Equity Compensation Plans approved by Shareholders	890,000[(1)(2)]	$0.20	153,531[(1)]
Equity Compensation Plans not approved by Shareholders	Nil	N/A	N/A
TOTAL:	890,000[(1)(2)]	N/A	153,531[(1)]

Notes:
(1) Shares have been adjusted for a 10:1 share consolidation, effective as of May 14, 2014
(2) Subsequent to the fiscal year ended July 31, 2013, 185,000 of these options were cancelled.

Description of the Stock Option Plan

The Stock Option Plan is administered by the Board who has the full authority and sole discretion to grant options under the Stock Option Plan to any eligible recipient, including themselves. Eligible recipients, include: directors, officers, employees and consultants of, or employees of management companies providing services to, the Company or its subsidiaries. The key terms of the Stock Option Plan are as follows (capitalized terms used in this section have the meanings ascribed to them in the policies of the Exchange):

- The aggregate of optioned shares that may be issued upon the exercise of stock options previously granted and those granted under the Stock Option Plan may not exceed 10% of the number of issued and outstanding common shares of the Company at the time of granting of options.

- No more than 5% of the common shares outstanding at the time of grant may be reserved for issuance to any one individual in any 12 month period, unless the Company has received disinterested shareholder approval to exceed such limit.

- No more than 2% of the common shares outstanding at the time of grant may be reserved for issuance to any Consultant in any 12 month period.

- No more than an aggregate of 2% of the common shares outstanding at the time of grant may be reserved for issuance to any Employee conducting Investor Relations Activities in any 12 month period.

- The exercise price of a stock option shall be fixed by the Board, however, the minimum exercise price of a stock option cannot be less than the Discounted Market Price of the Company's common shares at the date of grant (or in the case of an optionee who is a U.S. resident, at fair market value).

- Options may have a maximum exercise period of ten (10) years.

- Options are non-assignable and non-transferable.

- In the case of death of an optionee, any vested options held by the deceased at the date of death will become exercisable by the optionee's estate until the earlier of one year after the date of death and the date of expiration of the term otherwise applicable to such option.

- Options granted to a person conducting investor relations activities may be extended, at the discretion of the Board, for a period of up to 30 days after the date such person ceases to conduct such activities, but only to the extent that such options were vested in the optionee at the date the optionee ceased to conduct such activities.

- Options granted to an optionee other than one conducting investor relations activities may be extended, at the discretion of the Board, for a period of up to 90 days after the optionee ceases to be employed/provide services but only to the extent that such options were vested in the optionee at the date the optionee ceased to be employed/provide services.

- In the case of an optionee dismissed from employment/service for cause, such options, whether vested or not, will immediately terminate without right to exercise same.

A copy of the Stock Option Plan is available for review at the offices of the Company at Suite 140 – 1440 Garden Place, Delta, BC, V4M 3Z2, and is also available under the Company's profile on SEDAR at www.sedar.com.

Pursuant to TSX Venture Exchange policies, the Company must seek shareholder approval annually for 10% rolling stock option plans. The Company has updated its stock option plan and management will present the updated plan to shareholders for approval this year. Refer to "*Particulars of Matters to be Acted Upon – 1. Approval of 2014 Stock Option Plan*" for further details on the updated stock option plan that management will be seeking approval for this year.

MANAGEMENT CONTRACTS

Management functions of the Company are not, to any degree, performed by a person or persons other than the directors or executive officers of the Company.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

No (a) director; (b) executive officer; (c) proposed nominee for election as a director; (d) associate of a director, executive officer or proposed nominee for election as a director; (e) employee; or (f) former director, executive officer or employee of the Company, is or has been indebted to the Company or any of its subsidiaries at any time during the Company's last completed financial year.

APPOINTMENT OF AUDITORS

Shareholders will be asked to vote for approval of the re-appointment of Davidson & Company LLP, Chartered Accountants, of Vancouver, British Columbia, as auditors of the Company for the ensuing, at a remuneration to be fixed by the Directors.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

No informed persons, no proposed nominee for election as a director of the Company and no associate or affiliate of any of the foregoing, has any material interest, direct or indirect, in any transaction since the commencement of the Company's last financial year or in any proposed transaction, which, in either case, has materially affected or will materially affect the Company or any of its subsidiaries other than as disclosed under the heading "Particulars of Matters to be Acted Upon".

Applicable securities legislation defines "**informed person**" to mean any of the following: (a) a director or executive officer of a reporting issuer; (b) a director or officer of a person or company that is itself an informed person or subsidiary of a reporting issuer; (c) any person or company who beneficially owns, directly or indirectly, voting securities of a reporting issuer or who exercises control or direction over voting securities of a reporting issuer or a combination of both carrying more than 10% of the voting rights attached to all outstanding voting securities of the reporting issuer other than voting securities held by the person or company as underwriter in the course of a distribution; and (d) a reporting issuer that has purchased, redeemed or otherwise acquired any of its securities, for so long as it holds any of its securities.

AUDIT COMMITTEE

Under National Instrument 52-110 – *Audit Committees* ("**NI 52-110**") reporting issuers in those jurisdictions which have adopted NI 52-110 are required to provide disclosure with respect to its Audit Committee including the text of the Audit Committee's Charter, composition of the Audit Committee, and the fees paid to the external auditor. Accordingly, the Company provides the following disclosure with respect to its Audit Committee:

Composition of Audit Committee

The Company's Audit Committee is currently comprised of Tony Fogarassy, Matt Wayrynen and Lindsay Gorrill. Following the election of directors at the Meeting, the following will be members of the Audit Committee:

Name	Independent [1]	Financially Literate[2]
Tony Fogarassy [3]	No	Yes
Matt Wayrynen	Yes	Yes
Lindsay Gorrill	Yes	Yes

(1) A member of an audit committee is independent if the member has no direct or indirect material relationship with the Company, which could, in the view of the Board of Directors, reasonably interfere with the exercise of a member's independent judgment.

(2) An individual is financially literate if he has the ability to read and understand a set of financial statements that present a breadth of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Company's financial statements.

(3) Denotes Chairman of Audit Committee.

Relevant Education and Experience

Mr. Gorrill obtained his BBA from Simon Fraser University in May 1989, and Chartered Accountant designation from the Institute of Chartered Accountants of British Columbia in September 1989. Mr. Gorrill is currently involved as: a President and Chief Executive Officer of Canada Fluorspar Inc. (since May 2009), a publicly-traded resource company listed on the TSX Venture Exchange; a Director of Berkley Renewables Inc. (since July 2004), a publicly-traded oil and gas Company listed on the Canadian Securities Exchange; a Director of Star Gold Corp. (since October 2012), a publicly-traded resource company listed on the Canadian Securities Exchange; and a director (since July 2007), and former President and Chief Executive Officer (from July 2007 to April 2013), of Jayhawk Energy Inc., a publicly-traded oil and gas company listed on the OTC and on the Frankfurt Exchange.

Mr. Fogarassy obtained his masters degree in geological sciences from the University of British Columbia in 1989 and his law degree from University of British Columbia in 1992 and master of law from the London School of Economics and Political Science in 1998. Mr. Fogarassy is a practicing lawyer and principal of Dunbar Law Corporation (since March 1999).

Mr. Wayrynen is a former stock broker and has extensive experience in venture capital management, start up financing and mergers and acquisitions. Mr. Wayrynen is currently involved as: President and Chief Executive Officer of Berkley Renewables Inc. (since May 2007), a publicly-traded oil and gas company listed on the Canadian Securities Exchange; President of American Uranium Corporation (since July 2010), a publicly-traded resource company trading on the OTCBB; and President and Chief Executive officer of WestKam Gold Corp. (since October 2011), a publicly-traded resource company listed on the TSX Venture Exchange. Previously, Mr. Wayrynen was a Director of Discovery Ventures Inc. (from August 2012 to March 2014) and a Director of Replicel Life Sciences Inc. (December 2010 to May 2011).

Audit Committee Oversight

At no time since the commencement of the Company's most recently completed financial year was a recommendation of the Audit Committee to nominate or compensate an external auditor not adopted by the Board of Directors.

Reliance on Certain Exemptions

At no time since the commencement of the Company's most recently completed financial year has the Company relied on the exemption in Section 2.4 of NI 52-110 (*De Minimis* Non-audit Services), or an exemption from NI 52-110, in whole or in part, granted under Part 8 of NI 52-110.

Pre-Approval Policies and Procedures

The Audit Committee is authorized by the Board of Directors to review the performance of the Company's external auditors and approve in advance provision of services other than auditing and to consider the independence of the external auditors, including a review of the range of services provided in the context of all consulting services bought by the Company. The Audit Committee is authorized to approve in writing any non-audit services or additional work which the Chairman of the Audit Committee deems is necessary, and the Chairman will notify the other members of the Audit Committee of such non-audit or additional work and the reasons for such non-audit work for the Audit Committee's consideration, and if thought fit, approval in writing.

External Auditor Service Fees

The fees billed by the Company's external auditors in each of the last two fiscal years for audit and non-audit related services provided to the Company or its subsidiaries (if any) are as follows:

FINANCIAL YEAR ENDING	AUDIT FEES[1]	AUDIT RELATED FEES[2]	TAX FEES[3]	ALL OTHER FEES[4]
July 31, 2013	$24,480	Nil	$6,300	Nil
July 31, 2012	$43,860	Nil	$4,450	Nil

Notes:

(1) Audit fees for Company's annual consolidated financial statements.

(2) Audit-related fees related to performance of limited procedures related to interim reports.

(3) Tax fees for income tax preparation, tax advice and tax planning.

(4) All other fees are related to limited procedures performed by the Company's auditors.

Exemption

The Company has relied upon the exemption provided by section 6.1 of NI 52-110, which exempts a venture issuer from the requirement to comply with the restrictions on the composition of its Audit Committee and the disclosure requirements of its Audit Committee in an annual information form as prescribed by NI 52-110. The Company is a "venture issuer" as that term is defined under NI 52-110.

The Audit Committee Charter

The Company's Board has adopted an Audit Committee Charter which sets out the Audit Committee's mandate, organization, powers and responsibilities. A copy of the Audit Committee Charter is attached hereto as Schedule "C".

CORPORATE GOVERNANCE

General

Corporate governance relates to activities of the Board, the members of which are elected by and are accountable to the shareholders, and takes into account the role of the individual members of management who are appointed by the Board and who are charged with the day to day management of the Company. The Board is committed to sound corporate governance practices which are both in the interest of its shareholders and contribute to effective and efficient decision making.

National Instrument 58-101 – *Disclosure of Corporate Governance Practices* ("**NI 58-101**") requires that each reporting company disclose its corporate governance practices on an annual basis. The Company's approach to corporate governance is set forth below.

Board of Directors

Independence

The Company's Board is comprised of five (5) directors: Tyrone Docherty, Tony Fogarassy, Matt Wayrynen, Lindsay Gorrill and Peter Jensen.

Section 1.4 of NI 52-110 sets out the standard for director independence. Under NI 52-110, a director is independent if he or she has no direct or indirect material relationship with the Company. A material relationship is a relationship which could, in the view of the Board, be reasonably expected to interfere with the exercise of a director's independent judgment. NI 52-110 also sets out certain situations where a director will automatically be considered to have a material relationship to the Company.

Applying the definition set out in section 1.4 of NI 52-110, three of the five members of the Board are independent. The members who are independent are Lindsay Gorrill, Matt Wayrynen and Peter Jensen. Tyrone Docherty is not independent by virtue of the fact that he is an executive officer of the Company (Mr. Docherty is the President and CEO of the Company). Tony Fogarassy is not independent by virtue of the fact that he received consulting fees from the Company with regard to geological services provided by him to the Company.

In order to facilitate its exercise of independent judgment in carrying out the responsibilities of the Board, the Board ensures that its independent directors are in attendance at all Board meetings.

Other Directorships

Certain of the directors of the Company are also directors of other reporting issuers, as follows:

Director	Other Reporting Issuer
Tyrone Docherty	JayHawk Energy Inc. Berkley Renewables Inc. Mason Graphite Inc.
Lindsay Gorrill	Canada Fluorspar Inc. Berkley Renewables Inc. Jayhawk Energy Inc. Star Gold Corp.
Matt Wayrynen	Berkley Renewables Inc. JayHawk Energy Inc. Westkam Gold Inc.
Peter Jensen	Jet Gold Corp. Replicel Life Sciences Inc.

Orientation and Continuing Education

New Board members receive an orientation package which includes reports on operations and results, and public disclosure filings by the Company. Board meetings are sometimes held at the Company's offices and, from time to time, are combined with presentations by the Company's management to give the directors additional insight into the Company's business. In addition, management of the Company makes itself available for discussion with all Board members.

Ethical Business Conduct

The Board has found that the fiduciary duties placed on individual directors by the Company's governing corporate legislation and the common law, and the restrictions placed by applicable corporate legislation on an individual director's participation in decisions of the Board in which the director has an interest, have been sufficient to ensure that the Board operates independently of management and in the best interests of the Company.

Nomination of Directors

The Board considers its size each year when it considers the number of directors to recommend to the shareholders for election at the annual meeting of shareholders, taking into account the number required to carry out the Board's duties effectively and to maintain a diversity of view and experience.

The Board does not have a nominating committee, and these functions are currently performed by the Board as a whole. However, if there is a change in the number of directors required by the Company, this policy will be reviewed.

Compensation

The Company has a compensation committee (the "**Compensation Committee**"), which is comprised of Matt Wayrynen, Lindsay Gorrill and Tony Fogarassy. The Compensation Committee recommends to the Board the compensation of the Company's directors and the Chief Executive Officer, which the Compensation Committee feels is suitable. The Compensation Committee's recommendations are reached primarily by comparison of the remuneration paid by the Company with publicly available information on remuneration paid by other reporting issuers that the Compensation Committee feels are similarly placed within the same business as the Company.

Assessments

The Board assesses, on a periodic basis, the effectiveness of the Board as a whole and of the Committees of the Board, and the contribution of individual members. In addition, the Board monitors the adequacy of information given to directors, communication between the Board and management and the strategic direction and processes of the Board and committees.

Other Board Committees

The Company has no other board committees other than the Audit Committee and the Compensation Committee.

PARTICULARS OF MATTERS TO BE ACTED UPON

1. Approval of 2014 Stock Option Plan

At the Meeting, management of the Company will ask the shareholders to approve a rolling 10% stock option plan dated June 16, 2014 (the "**2014 Stock Option Plan**"). The 2014 Stock Option Plan is administered by the Board who has the full authority and sole discretion to grant options under the 2014 Stock Option Plan to any eligible recipient, including themselves. Eligible recipients, include: directors, officers, employees and consultants of the Company or its subsidiaries. The key terms of the 2014 Stock Option Plan are as follows:

- The aggregate of optioned shares that may be issued upon the exercise of stock options previously granted and those granted under the 2014 Stock Option Plan may not exceed 10% of the number of issued and outstanding common shares of the Company at the time of granting of options.

- Any previously granted options shall be deemed to be accepted into and governed by the 2014 Stock Option Plan.

- No more than 5% of the issued common shares of the Company, calculated at the date of the grant of options, may be granted to any one optionee in any 12 month period (unless disinterested shareholder approval is obtained where permitted by applicable regulators).

- No more than an aggregate of 1% of the issued common shares of the Company, calculated at the date of the grant of options, may be granted to all employees conducting investor relations activities within any 12 month period (which percentage interest may be increased if permitted by applicable regulators).

- If required by applicable regulators, no more than 2% of the common shares outstanding at the time of grant may be reserved for issuance to any consultant in any 12 month period.

- The exercise price of a stock option shall be fixed by the Board, however, the minimum exercise price of a stock option cannot be less than the closing price of the Company's common shares on the trading day immediately prior to the date of grant less any allowable discounts if permitted under applicable exchange policies.

- Options may have a maximum exercise period of ten (10) years.

- Options are non-assignable and non-transferable.

- Where permitted by applicable regulators, vesting provisions are at the sole discretion of the Board except that options granted to consultants conducting investor relations activities will vest, at a

minimum, over a period of not less than 12 months as to 25% on the date that is three months from the date of grant and a further 25% on each successive date that is three months from the date of the previous vesting.

- Where required by exchange policies, any reduction in exercise price of an option previously granted to an insider requires disinterested shareholder approval. All other terms of an option may only be amended in compliance with applicable exchange policies in effect at the time of the proposed amendment.

- In the case of death of an optionee, any vested options held by the deceased at the date of death will become exercisable by the optionee's estate until the earlier of one year after the date of death and the date of expiration of the term otherwise applicable to such option.

- Options granted to an optionee may be exercised in whole or in part by the optionee within a reasonable period of time following the date the optionee ceases to be employed with or provide services to the Company as determined by the Board, in its sole discretion, on the date of such termination, which date will be no later than the earlier of one year and the expiry date otherwise applicable to such options, but only to the extent that such options are vested at the date the optionee ceases to be so employed or provide services to the Company.

- In the case of an optionee dismissed from employment/service for cause, such options, whether vested or not, will immediately terminate without right to exercise same.

A complete copy of the 2014 Stock Option Plan is attached hereto as Schedule "A".

The Company is asking Shareholders to approve the following resolutions:

"RESOLVED that, subject to regulatory approval:

1. the Company's 2014 stock option plan (the "**2014 Stock Option Plan**") be and it is hereby adopted and approved;

2. the Board of Directors be authorized to grant options under and subject to the terms and conditions of the 2014 Stock Option Plan, which may be exercised to purchase up to 10% of the issued common shares of the Company;

3. the outstanding stock options which have been granted prior to the implementation of the 2014 Stock Option Plan shall, for the purpose of calculating the number of stock options that may be granted under the 2014 Stock Option Plan, be treated as options granted under the 2014 Stock Option Plan; and

4. the directors and officers of the Company be authorized and directed to perform such acts and deeds and things and execute all such documents, agreements and other writings as may be required to give effect to the true intent of these resolutions."

Management recommends a vote "FOR" the approval of the foregoing resolution. In the absence of a contrary instruction, the persons designated by management of the Company in the enclosed form of proxy intend to vote FOR the approval of the foregoing resolution.

2. Approval of Continuation from the Federal Jurisdiction to the Province of British Columbia

At the Meeting, shareholders of the Company will be asked to consider, and if thought appropriate, to pass a special resolution (the "**Continuation Resolution**") (the full text of which is set forth below) authorizing the continuance of the Company (the "**Continuation**") from the Federal laws of Canada under the *Business Corporations Act* (Canada) (the "**CBCA**") to the Province of British Columbia under the *Business Corporations Act* (British Columbia) (the "**BC BCA**").

The Company is currently formed under and governed by the provisions of the CBCA. The Company proposes to effect the Continuation of the Company into British Columbia, and thereafter be formed under and subject to the provisions of the BC BCA.

The BC BCA adopts many provisions similar to those contained in corporate legislation elsewhere in Canada, and will permit the Company to take advantage of more modernized corporate law procedures and requirements.

In addition to shareholder approval, the Continuation is subject to the approval of the Director, *Canada Business Corporations Act*, (on being satisfied that the Continuation will not adversely affect creditors or shareholders of the Company).

If the Continuation is approved, shareholders will also be approving:

1. a Notice of Articles under the BC BCA, which will provide that the Company's authorized share capital be comprised of an unlimited number of common shares without par value; and

2. new Articles (the "**Articles**") under the BC BCA, which set the rules of conduct for the Company, similar to its existing by-laws under the CBCA.

The Continuation will not result in any change in the business of the Company or its assets, liabilities or management.

The Continuation is not a reorganization, amalgamation or arrangement. Shareholders' shareholdings will not be affected by the Continuation, other than Shareholders who exercise dissent rights with respect to the Continuation Resolution (see "*Rights of Dissent to the Continuation*" below for more information regarding dissent rights).

Upon completion of the Continuation, the CBCA will cease to apply to the Company and the Company will thereafter be subject to the BC BCA, as if it had been originally incorporated as a British Columbia company. The Continuation will give rise to certain changes in the corporate laws applicable to the Company – see "*Comparison Between BC and Federal Corporate Law*" below.

Copies of the proposed Notice of Articles and Articles, which will govern the affairs of the Company upon completion of the Continuation, will be available for review by the shareholders at the Meeting. In addition, a copy of the Notice of Articles and the Articles will be mailed, free of charge, to any shareholder who requests a copy, in writing, to the Company.

The Company believes the major changes between its existing by-laws under the CBCA and its new Articles under the BC BCA will be that the residency requirements for directors are eliminated – this change will allow the Company to select the best possible directors with the most expertise, regardless of their residency.

The proposed Continuation gives rise to a right of dissent under Section 190 of the CBCA – see "*Rights of Dissent to the Continuation*" below for details. If the Company completes the Continuation and the right of dissent is properly exercised by any of the Shareholders entitled to do so, the Company will be required to purchase for cash the dissenting shareholders' common shares at the fair value of those common shares as at the close of business on the last business day before the special resolution approving the Continuation is adopted, subject to the provisions of the CBCA.

Notwithstanding the approval of the Continuation by the shareholders, the directors may abandon the Continuation without further approval from the shareholders of the Company. If the Continuation is abandoned, the Company's jurisdiction of incorporation will remain under the CBCA, the Continuation will not be completed and accordingly any exercise of dissent rights will thereafter be inapplicable.

To be approved, the Continuation Resolution must be passed by not less than two-thirds ($66^{2/3}$ %) of the votes cast thereon by shareholders, present in person or represented by proxy, at the Meeting. **The Company's Board of Directors recommends that shareholders vote in favour of the Continuation Resolution. The persons designated in the enclosed form of proxy, unless instructed otherwise, intend to vote FOR the Special Resolution.**

Comparison between BC and Federal Corporate Law

The following is a summary only of certain differences between the BC BCA, the statute that will govern the corporate affairs of the Company upon the Continuation, and the CBCA, the statute which currently governs the corporate affairs of the Company. Nothing that follows should be construed as legal advice to any particular shareholder, all of whom are advised to consult their own legal advisors respecting all of the implications of the Continuation.

Charter Documents

Under the CBCA, a company has "articles", which set forth the name of the Company and the amount and type of authorized capital, the restrictions on share transfers (if any), the number of directors and any restrictions on business. Under the CBCA, a company also has "by-laws" which govern the management of the Company. The articles are filed with the Registrar of Corporations and the by-laws are filed only with the Company's registered and records office.

Under the BC BCA, the charter documents consist of a "Notice of Articles", which sets forth the name of the Company and the amount and type of authorized capital, and "Articles" (collectively, the "**Charter Documents**") which govern the management of the Company. The Notice of Articles is filed with the Registrar of Companies and the Articles are filed only with the Company's registered and records office.

Amendments to the Charter Documents of the Company

The CBCA requires a special resolution passed by a majority of not less than two-thirds (2/3) of the votes cast on the resolution to make fundamental changes to the Company's articles, and changes to the Company's by-laws requires only an ordinary resolution passed by a simple majority of the votes cast on the resolution.

Generally, under the BC BCA, a company must not alter its Notice of Articles or Articles unless it is authorized to do so: (a) by the type of resolution specified in the BC BCA; (b) if the BC BCA does not specify a type of resolution, then by the type of resolution specified in the Company's Articles; or (c) if neither the BC BCA nor the articles specify the type of resolution, then by special resolution. Accordingly, under the BC BCA, certain changes may be authorized by directors' resolutions if the Articles so provide.

Under the BC BCA, and unless otherwise provided in the Company's Articles, a "***special resolution***" usually refers to a majority of at least two-thirds (2/3) of the votes cast on the resolution and an "***ordinary resolution***" refers to a simple majority of the votes cast on the resolution.

Sale of Company's Undertaking

Under the CBCA, the Company may sell, lease or exchange all or substantially all of the property of the Company, other than in the ordinary course of business of the Company, only if it has been authorized by a special resolution. Each share of the Company carries the right to vote in respect of the sale, lease or exchange whether or not such share otherwise carries the right to vote, and where a class or series of shares is affected by the sale, lease or exchange in a manner different from another class or series, the holders of shares of that affected class or series are entitled to vote separately on the transaction.

Under the BC BCA, the Company may sell, lease or otherwise dispose of all or substantially all of the undertaking of the Company only if it does so in the ordinary course of its business or if it has been authorized to do so by a special resolution. The BC BCA does not specify whether holders of shares that do not otherwise carry a right to vote may vote on any proposed sale, lease or disposition of all or substantially all of the undertaking of a company.

Rights of Dissent and Appraisal

The BC BCA provides that shareholders who dissent to certain actions being taken by the Company may exercise a right of dissent and require the Company to purchase the shares held by such shareholder at the fair value of such shares. The dissent right is applicable where the Company proposes to:

- alter its articles to alter restrictions on the powers of the Company or on the business it is permitted to carry on;
- adopt an amalgamation agreement;
- approve an amalgamation into a foreign jurisdiction;
- approve an arrangement, the terms of which arrangement permit dissent;
- authorize the continuation of the Company into a jurisdiction other than British Columbia;
- authorize or ratify the sale, lease or other disposition of all or substantially all of the Company's undertaking;
- in respect of any other resolution, if dissent is authorized by the resolution; or
- any court order that permits dissent.

The CBCA contains similar dissent rights, where the Company proposes to:

- amend its articles to change the restriction on share transfers, to remove or change any restrictions on the business that the Company may carry out, or to add or remove an express statement establishing the unlimited liability of the shareholders;
- amalgamate with another company;
- be continued under the laws of another jurisdiction;
- sell, lease or exchange all or substantially all of its property; or
- carry out a going-private or squeeze-out transaction.

Oppression Remedies

Under the BC BCA, a shareholder of a company has the right to apply to court on the grounds that:

- the affairs of the Company are being or have been conducted, or the powers of the directors are being or have been exercised, in a manner oppressive to one or more of the shareholders, including the applicant, or

- some act of the Company has been done or is threatened, or some resolution of the shareholders or of the shareholders holding shares of a class or series of shares has been passed or is proposed, that is unfairly prejudicial to one or more of the shareholders, including the applicant.

On such an application, the court may make such order as it sees fit including an order to prohibit any act proposed by the Company or an order to vary or set aside any transaction or resolution.

The CBCA contains rights that are substantially broader in that they are available to a larger class of complainants. The right under the CBCA extends to directors, officers or security holders (whether the security is legally or beneficially owned), former directors, officers or security holders (whether the security is legally or beneficially owned) of the Company or any of its affiliates, creditors of the Company (in the discretion of the court), or any other person who, in the discretion of a court, is a proper person to seek an oppression remedy. The court can make an order in respect of a company or any of its affiliates, where any act or omission of a company or its affiliates effects a result, or the business or affairs of a company or its affiliates are or have been carried on or conducted in a manner, or the powers of the directors of a company or any of its affiliates are or have been exercised in a manner, that is oppressive or unfairly prejudicial to, or that unfairly disregards the interest of, any security holder, creditor, director or officer. As is the case under the BC BCA, on such an application, the court may make such an order as it sees fit, including an order restraining the conduct complained of or an order compensating the complainant.

Shareholder Derivative Actions

Under the BC BCA, a shareholder or director of a company may, with judicial leave, bring an action in the name and on behalf of the Company to enforce a right, duty or obligation owed to the Company that could be enforced by the Company itself or to obtain damages for any breach of such right, duty or obligation. There is a similar right of a shareholder or director, with leave of the court, and in the name and on behalf of the Company, to defend an action brought against the Company. The court will grant leave for an application to commence a derivative action if:

- the complainant has made reasonable efforts to cause the directors of the Company to prosecute or defend the legal proceeding;
- notice of the application for leave has been given to the Company and to any other person the court may order;
- the complainant is acting in good faith; and
- it appears to the court that it is in the best interests of the Company for the legal proceeding to be prosecuted or defended.

The CBCA contains similar provisions for derivative actions but the right to bring a derivative action is available to a broader group – the right under the CBCA extends to directors, officers or security holders (whether the security is legally or beneficially owned), former directors, officers or security holders (whether the security is legally or beneficially owned) of a company or any of its affiliates, creditors of the Company, or any other person who, in the discretion of a court, is a proper person to bring a derivative action. Also, the CBCA permits a complainant to commence an action in the name of a subsidiary of the Company.

Requisition of Meetings

The BC BCA provides that one or more shareholders of a company holding not less than 5% of the issued voting shares of the Company may give notice to the directors requiring them to call and hold a general meeting, which meeting must be held within four months.

The CBCA permits the registered or beneficial holders of not less than 5% of the issued voting shares of the Company to require the directors to call and hold a meeting of the shareholders of the Company for the purposes stated in the requisition.

Under both the CBCA and the BC BCA, if the directors do not call a meeting within 21 days of receiving the requisition, any shareholder who signed the requisition may call the meeting.

Place of Meetings

Under the BC BCA, general meetings of shareholders are to be held in British Columbia or may be held at a location outside of British Columbia if:

- the location is provided for in the articles;
- the articles do not restrict the Company from approving a location outside of British Columbia, the location is approved by the resolution required by the articles for that purpose, or if no resolution is specified then approved by ordinary resolution before the meeting is held (the proposed Articles provide for determination of the location by resolution of the directors); or
- the location is approved in writing by the Registrar of Companies before the meeting is held.

The CBCA provides that meetings of shareholders must be held at a place within Canada or may be held at a location outside of Canada if a company's articles so provide or if all the shareholders entitled to vote at the meeting so agree.

Directors

Both the CBCA and the BCBCA provide that a company must have at least one director, and a minimum of three directors at such point as a company is a reporting company. The CBCA requires that at least 25% of the directors must be resident Canadians and if the company has less than four directors, then at least one director must be a resident Canadian, whereas the BC BCA does not have a residency requirement for directors.

Shareholders' Pre-emptive Rights

The BC BCA is silent on shareholders' pre-emptive rights.

Under the CBCA, shareholders may have pre-emptive rights to purchase shares issued by the companies, if it is provided for in the articles of the Company.

Dividends

Under the BC BCA, the Company may pay dividends to its shareholders by shares or money, unless the Company is insolvent or the payment of the dividends would render the Company insolvent.

Under the CBCA, the Company may not pay dividends if the Company is, or would after the payment be, unable to pay its liabilities as they become due, or the realizable value of the Company's assets would thereby be less than the aggregate of its liabilities and stated capital of all classes.

Rights of Dissent to the Continuation

The shareholders of the Company have the right to dissent to the Continuation pursuant to Section 190 of the CBCA, the text of which is set forth in Schedule "D" to this Information Circular. In the event that the

actions approved by the Continuation Resolution become effective, any shareholder who dissents in accordance with the provisions of section 190 (a "**Dissenting Shareholder**") will be entitled to be paid by the Company the fair value of the shares held by such Dissenting Shareholder determined as at the close of business on the last business day before the Continuation Resolution was adopted. The procedure for exercising this remedy is set forth in Schedule "D" and should be reviewed carefully.

Failure to adhere strictly to the requirements of Section 190 of the CBCA may result in the loss or unavailability of the noncompliant shareholders' rights under that section.

In any event, if a notice of dissent is given by a shareholder, it is the present intention of management to determine in its discretion whether or not to proceed with the completion the Continuation under the BC BCA. If the Continuation is abandoned, **any exercise of dissent rights will thereafter be inapplicable**.

Text of Continuation Resolution

Subject to such changes as may be required by regulatory authorities or as may be recommended by counsel, shareholders will be asked at the Meeting to approve the Continuation Resolution, the proposed text of which follows. In order to be approved, the Continuation Resolution requires the approval of not less than two-thirds of the votes cast on the resolution at the Meeting, either in person or by proxy.

"**RESOLVED**, as a special resolution, that:

1. the Company be and is hereby authorized to prepare a Continuation Application and Notice of Articles respecting the proposed continuation of the Company to British Columbia (the "**Continuation**");

2. the Company apply to the Director, *Canada Business Corporations Act*, (the "**Director**") to permit such Continuation in accordance with section 188 of the *Business Corporations Act* (Canada) (the "**CBCA**");

3. the Company apply to the Registrar of Companies (British Columbia) (the "**BC Registrar**") to permit such continuation in accordance with section 302 of the *Business Corporations Act* (British Columbia) (the "**BC BCA**");

4. the Company be and is hereby authorized to appoint an agent to electronically file the Continuation Application with the BC Registrar and to apply to the Director for authorization permitting the continuation and to request a certificate of discontinuation under the CBCA;

5. subject to the issuance by the BC Registrar of a Certificate of Continuation and without affecting the validity of the Company and the existence of the Company by or under its articles and by-laws and any act done thereunder, effective upon issuance of the Certificate of Continuation, the Company adopt the Notice of Articles attached to the Continuation Application and the Articles in the form approved by the directors of the Company pursuant to the BC BCA, in substitution for the articles and by-laws of the Company pursuant to the CBCA, and all amendments reflected therein and thereto are approved and adopted;

6. on the date and time that the Continuation Application is filed with the BC Registrar, the existing articles and by-laws of the Company be replaced with the Notice of Articles contained in the Continuation Application and the Articles, all as approved by the directors of the Company;

7. notwithstanding the passage of this special resolution by the shareholders of the Company, the directors of the Company, in their sole discretion and without further notice to or approval of the shareholders of the Company, may decide not to proceed with the Continuation or otherwise give effect to this special resolution, at any time prior to the Continuation becoming effective; and

8. any officer or director of the Company is authorized, for and on behalf of the Company, to execute and deliver all such documents and instruments and to take such other actions as such officer or director may determine to be necessary or advisable to implement this resolution and the matters authorized hereby including, without limitation, the execution and filing of the Continuation Application and any forms, certificates and undertakings prescribed by or contemplated under the BC BCA or the CBCA."

Management recommends a vote "FOR" the approval of the foregoing resolution. In the absence of a contrary instruction, the persons designated by management of the Company in the enclosed form of proxy intend to vote FOR the approval of the foregoing resolution.

The Continuation and the Notice of Articles shall take effect immediately on the date and time the Notice of Continuation and Notice of Articles are filed with the BC Registrar. The Articles shall have effect immediately on the date and time the Articles are deposited for filing in the Company's records office.

Notwithstanding the approval of the Continuation by the shareholders of the Company, the directors may abandon the Continuation without further approval from the shareholders. If the Continuation is abandoned, the Company's jurisdiction of incorporation will remain under the CBCA, the Continuation will not be completed and accordingly any exercise of dissent rights will thereafter be inapplicable.

3. Approval of Name Change

During this ongoing period of bleak junior resource market conditions, the Board has determined that it may be necessary during the coming year to assess its options to expand its business assets. Accordingly, the Board has determined that it may be in the best interests of the Company in the following months to change its name to more generally represent the Company's assets and potential future business opportunities. Accordingly, at the Meeting, shareholders of the Company will be asked to consider, and if thought appropriate, to pass a special resolution (being a resolution that must be passed by a majority of not less than two-thirds of the votes cast by the shareholders at the Meeting), the full text of which is set forth below, authorizing the Company to change its name (the "**Name Change**") to "*Deer Horn Capital Inc.*" or to such other name as is approved by the directors of the Company and by all applicable regulatory authorities. Furthermore, the Board is seeking authority from the shareholders to defer acting on the change of name or to revoke the Name Change Resolution before it is acted upon without further approval of the shareholders. In exercising its authority, the Board will consider the advisability of proceeding to complete the name change.

Full text of Name Change resolutions:

"RESOLVED, as a special resolution, that:

1. the name of the Company be changed to "Deer Horn Capital Inc.", or such other name as may be approved by the board of directors of the Company and applicable regulatory authorities, if required (the "**Name Change**"), and the directors are hereby authorized to alter the constating documents of the Company accordingly following the passing of the directors' resolution authorizing such change of the Company's name;

2. the directors of the Company, in their sole and complete discretion, may act upon this resolution to effect the Name Change, or if deemed appropriate and without any further approval from the shareholders of the Company, may choose not to act upon this resolution notwithstanding shareholder approval of the Name Change and are authorized to revoke this resolution in their sole discretion at any time prior to effecting the Name Change;

3. should the directors of the Company choose to act upon this resolution to effect the Name Change and subject to the deposit of this resolution at the Company's records office, any director or officer of the Company be and is hereby authorized and directed, on behalf of the Company, to sign all such documents as may be necessary to give effect to the above resolution, and to deliver all such documents as may be necessary to the applicable corporate registry/registrar, and to do all things necessary or advisable in connection with the foregoing; and

4. any officer or director of the Company is hereby authorized and directed for and on behalf of the Company to execute, deliver and file or cause to be executed, delivered and filed, all such documents and instruments as are necessary or desirable to give effect to the Name Change and to perform or cause to be performed all such other acts and things as in such person's opinion may be necessary or desirable to give full effect to the foregoing resolution and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or doing of any such act or thing."

Management recommends a vote "FOR" the approval of the foregoing resolution. In the absence of a contrary instruction, the persons designated by management of the Company in the enclosed form of proxy intend to vote FOR the approval of the foregoing resolution.

OTHER MATTERS

Management knows of no other matters to come before the Meeting other than those referred to in the Notice of Meeting. However, should any other matters properly come before the Meeting, the shares represented by the proxy solicited hereby will be voted on such matters in accordance with the best judgment of the persons voting the shares represented by the proxy.

ADDITIONAL INFORMATION

Additional information relating to the Company is available on SEDAR at www.sedar.com. Shareholders may contact the Company at Suite 140 – 1440 Garden Place, Delta, BC, V4M 3Z2 to request copies of the Company's financial statements and management and discussion and analysis of financial results. Financial information is provided in the Company's comparative financial statements and MD&A for its most recently completed financial year.

BOARD APPROVAL

The contents of this Information Circular have been approved and this mailing has been authorized by the directors of the Company.

Where information contained in this Information Circular rests specifically within the knowledge of a person other than the Company, the Company has relied upon information furnished by such person.

By Order of the Board of Directors

DEER HORN METALS INC.

"Tyrone Docherty"

_____

Tyrone Docherty, President, CEO and Director

SCHEDULE "A"
to Information Circular of
Deer Horn Metals Inc. (June 16, 2014)
DEER HORN METALS INC.

STOCK OPTION PLAN
Dated Effective June 16, 2014

DEER HORN METALS INC.
(the "*Company*")

2014 STOCK OPTION PLAN
(the "*Plan*")

Dated for Reference June 16, 2014

ARTICLE 1
PURPOSE AND INTERPRETATION

Purpose

1.1 The purpose of this Plan will be to advance the interests of the Company by encouraging equity participation in the Company through the acquisition of common shares of the Company. It is the intention of the Company that this Plan will at all times be in compliance with the Exchange Policies (as defined below) and the Regulatory Policies (as defined below) and any inconsistencies between this Plan and the Exchange Policies and the Regulatory Policies, whether due to inadvertence or changes in the Exchange Policies or the Regulatory Policies, will be resolved in favour of the Exchange Policies or the Regulatory Policies.

Definitions

2.1 In this Plan:

"***Associate***" has the meaning assigned by section 2.22 of National Instrument 45-106 - *Prospectus and Registration Exemptions.*

"***Board***" means the board of Directors of the Company or any committee thereof duly empowered or authorized to grant options under this Plan.

"***Company***" means Deer Horn Metals Inc. and includes, unless the context otherwise requires, all of its Related Entities and successors according to law.

"***Consultant***" means, for the Company, a Person, other than an Employee, Executive Officer, or Director of the Company or of a Related Entity of the Company, that:

(a) is engaged to provide services to the Company or a Related Entity of the Company, other than services provided in relation to a Distribution;

(b) provides the services under a written contract with the Company or a Related Entity of the Company;

(c) spends or will spend a significant amount of time and attention on the affairs and business of the Company or a Related Entity of the Company; and

(d) if required by Exchange Policies, has a relationship with the Company or a Related Entity of the Company that enables the individual to be knowledgeable about the business and affairs of the Company,

and includes, for an individual consultant, a corporation of which the individual consultant is an Employee or shareholder, and a partnership of which the individual consultant is an Employee or partner.

"***Director***" means a member of the Board or an individual who performs similar functions for the Company.

"***Disinterested Shareholder Approval***" means approval by the majority of the votes cast by all Shareholders of the Company at a Shareholders' meeting excluding votes attaching to Shares beneficially owned by (i) Insiders to whom Options may be granted under this Plan; and (ii) any Associates of such Insiders.

"***Distribution***" has the meaning assigned to it in the Securities Act.

"***Effective Date***" for an Option means the date of grant of the Option by the Board.

"***Employee***" means:

(a) an individual who is considered an employee under the *Income Tax Act* (Canada) (i.e., for whom income tax, employment insurance and CPP deductions must be made at source);

(b) an individual who works full-time for the applicable company or its subsidiary providing services normally provided by an employee and who is subject to the same control and direction by the applicable company over the details and methods of work as an employee of the applicable company, but for whom income tax deductions are not made at source; or

(c) an individual who works for the applicable company or its subsidiary on a continuing and regular basis for a minimum amount of time per week providing services normally provided by an employee and who is subject to the same control and direction by the applicable company over the details and methods of work as an employee of the applicable company, but for whom income tax deductions need not be made at source.

"***Exchange***" means any stock exchange in Canada on which the Company's common shares are listed, including, but not limited to, The Toronto Stock Exchange, the TSX Venture Exchange and the Canadian Securities Exchange.

"***Exchange Policies***" means the rules and policies of an Exchange as amended from time to time.

"***Executive Officer***" means an individual who is:

(a) a chair, vice-chair or president of the Company;

(b) a vice-president of the Company in charge of a principal business unit, division or function including sales, finance or production; or

(c) performing a policy-making function in respect of the Company.

"***Exercise Price***" means the amount payable per Optioned Share on the exercise of an Option, as specified in the Option Commitment relating to such Option.

"***Expiry Date***" means the day on which an Option lapses as specified in the Option Commitment relating to such Option or in accordance with the terms of this Plan.

"***Holding Entity***" means a Person that is controlled by an individual.

"***Insider***" means Directors or Executive Officers of the Company or a Related Entity of the Company or a Person that beneficially owns or controls, directly or indirectly, more than 10% of the Outstanding Shares.

"***Investor Relations Activities***" has the meaning assigned by applicable Exchange Policies.

"***Listed Shares***" means the number of Outstanding Shares of the Company that have been accepted for listing on an Exchange, but excluding dilutive securities not yet converted into Listed Shares.

"***Option***" means the right granted under this Plan to a Service Provider to purchase Optioned Shares.

"***Option Commitment***" means the notice of grant of an Option delivered by the Company to a Service Provider and substantially in the form of Schedule "A" (as to an Option without vesting provisions) or Schedule "B" (as to an Option with vesting provisions, where permitted under Exchange Policies) attached hereto.

"***Optioned Shares***" means Shares that may be issued in the future to an Optionee upon the exercise of an Option.

"***Optionee***" means the recipient of an Option granted under this Plan.

"***Outstanding Shares***" means at the relevant time, the number of issued and outstanding Shares of the Company from time to time.

"***Person***" means an individual or a corporation, incorporated association or organization, body corporate, partnership, trust, association or other entity other than an individual.

"***Permitted Assign***" means, for a Person that is an Employee, Executive Officer, Director or Consultant of the Company or of a Related Entity of the Company:

(a) a trustee, custodian, or administrator acting on behalf of, or for the benefit of the Person;

(b) a Holding Entity of the Person;

(c) a RRSP, RRIF or TFSA of the Person;

(d) a spouse of the Person;

(e) a trustee, custodian, or administrator acting on behalf of, or for the benefit of the spouse of the Person;

(f) a Holding Entity of the spouse of the Person; or

(g) a RRSP, RRIF or TFSA of the spouse of the Person.

"***Plan***" means this stock option plan, the terms of which are set out herein or as may be amended.

"***Regulatory Approval***" means the approval of the applicable Exchange and any other securities regulatory authority that may have lawful jurisdiction over this Plan and any Options granted under this Plan.

"***Regulatory Policies***" means the rules and policies of any securities regulatory authority, other than the Exchange, that may have lawful jurisdiction over this Plan and any Options granted under this Plan.

"***Related Entity***" means, for a corporation, a Person that controls or is controlled by the corporation or that is controlled by the same Person that controls the corporation;

"***Related Person***" means, for a corporation:

(a) a Director or Executive Officer of the corporation or of a Related Entity of the corporation;

(b) an Associate of a Director or Executive Officer of the corporation or of a Related Entity of the corporation; or

(c) a Permitted Assign of a Director or Executive Officer of the corporation or of a Related Entity of the corporation.

"***Securities Act***" means the *Securities Act*, R.S.B.C. 1996, c.418, as amended from time to time.

"***Service Provider***" means a Person who is a *bona fide*:

(a) Director, Executive Officer, Employee, or Consultant of the Company;

(b) Director, Executive Officer, Employee, or Consultant of a Related Entity of the Company; or

(c) Permitted Assign of a Person referred to in paragraphs (a) and (b).

"***Shares***" means the common shares of the Company.

ARTICLE 2
SHARE OPTION PLAN

Establishment of the Plan

2.1 There is hereby established this Plan to recognize contributions made by Service Providers and to create an incentive for their continuing assistance to the Company and its Related Entities.

Shares Issuable under the Plan

2.2 Subject to Exchange Policies and Regulatory Policies, the aggregate number of Optioned Shares that may be issuable pursuant to Options granted under this Plan will not exceed 10% of the number of issued Shares of the Company at the time of the granting of Options under the Plan.

Eligibility

2.3 Options to purchase Optioned Shares may be granted under this Plan to Service Providers from time to time by the Board. If required by Exchange Policies, a Service Provider that is a corporate entity will be required to undertake in writing not to effect or permit any transfer of ownership or option of any of its shares, nor issue more of its shares (so as to indirectly transfer the benefits of an Option), as long as such Option remains outstanding, unless the written permission of the Company and the Exchange, if required under Exchange Policies, is first obtained.

Options Granted Under the Plan

2.4 All Options granted under this Plan will be evidenced by an Option Commitment substantially in the forms attached hereto as Schedule "A" (in the case of non-vesting Options) or Schedule "B" (in the case of vesting Options where permitted under Exchange Policies), showing the number of Optioned Shares, the term of the Option, the Exercise Price and a reference to vesting terms, if any.

2.5 Subject to specific variations approved by the Board, all terms and conditions set out in this Plan will be deemed to be incorporated into and form part of an Option Commitment made hereunder.

Limitations on Issue

2.6 Subject to section 3.4, the following restrictions on the grant of Options are applicable under this Plan:

(a) no more than 5% of the Outstanding Shares of the Company, calculated at the date the Option is granted, may be granted to any one Optionee in any 12 month period (unless Disinterested Shareholder Approval is obtained if permitted under Exchange Policies and Regulatory Policies);

(b) no more than an aggregate of 1% of the Outstanding Shares of the Company, calculated at the date the Option is granted, may be granted to all Employees conducting Investor Relations Activities in any 12 month period (which percentage interest may be increased if permitted under Exchange Policies and Regulatory Policies);

(c) where required by Exchange Policies, no more than 2% of the Outstanding Shares of the Company, calculated at the date the Option is granted, may be granted to any one Consultant in any 12 month period; and

(d) no Options can be granted under this Plan unless such grant complies with applicable Exchange Policies and Regulatory Policies.

Options Not Exercised

2.7 In the event an Option granted under this Plan expires unexercised or is terminated by reason of dismissal of the Optionee for cause or is otherwise lawfully cancelled prior to exercise of the Option, the Optioned Shares that were issuable thereunder will not be returned to the Plan and will not be eligible for re-issue.

Powers of the Board

2.8 The Board will be responsible for the general administration of this Plan and the proper execution of its provisions, the interpretation of this Plan and the determination of all questions arising hereunder. Without limiting the generality of the foregoing, the Board has the power to:

(a) allot Shares for issuance in connection with the exercise of Options;

(b) grant Options under this Plan;

(c) subject to Regulatory Approval if required, amend, suspend, terminate or discontinue this Plan, or revoke or alter any action taken in connection therewith, except that no general amendment or suspension of this Plan will, without the written consent of all Optionees, alter or impair any Option previously granted under this Plan unless as a result of a change in Exchange Policies;

(d) delegate all or such portion of its powers under this Plan as it may determine to one or more committees of the Board, either indefinitely or for such period of time as it may specify, and thereafter each such committee may exercise the powers and discharge the duties of the Board in respect of this Plan so delegated to the same extent as the Board is hereby authorized so to do; and

(e) may in its sole discretion amend this Plan (except for previously granted and outstanding Options) to reduce the benefits that may be granted to Service Providers (before a particular Option is granted) subject to the other terms of this Plan.

ARTICLE 3
TERMS AND CONDITIONS OF OPTIONS

Exercise Price

3.1 The Exercise Price of an Option will be set by the Board at the time such Option is granted under this Plan and cannot be less than the closing market price of the Listed Shares on the trading day immediately prior to the date of grant of the Option less any allowable discounts that may be permitted under applicable Exchange Policies.

Term of Option

3.2 An Option can be exercisable for a maximum of ten (10) years from the Effective Date.

3.3 Subject to section 3.2, the term of an Option will be set by the Board at the time such Option is granted under this Plan.

Option Amendments

3.4 Where required by Exchange Policies, the Company will be required to obtain Disinterested Shareholder Approval prior to any reduction in the Exercise Price of an Option previously granted to an Insider. All other terms of an Option may only be amended in compliance with applicable Exchange Policies in effect at the time of the proposed amendment.

Vesting of Options

3.5 Subject to section 3.6, vesting of Options will be at the discretion of the Board and will generally be subject to:

(a) subject to subsection 3.5(b), the Service Provider remaining employed by or continuing to provide services to the Company or any of its Related Entities, as well as, at the discretion of the Board, achieving certain milestones which may be defined by the Board from time to time or receiving a satisfactory performance review by the Company or its Related Entities during the vesting period; or

(b) in the case of a Director, remaining as a Director of the Company or any of its Related Entities during the vesting period.

3.6 Options may not be granted with vesting provisions if vesting is prohibited under applicable Exchange Policies.

3.7 Options granted to Consultants conducting Investor Relations Activities will vest:

(a) over a period of not less than 12 months as to 25% on the date that is three months from the date of grant, and a further 25% on each successive date that is three months from the date of the previous vesting; or

(b) such longer vesting period as the Board may determine.

Optionee Ceasing to be a Service Provider

3.8 The Option will expire immediately at such time as and no Option may be exercised after the Service Provider has left his or her employment/office or has been advised that his or her services are no longer required or that his or her service contract has expired, except as follows:

(a) in the case of the death of an Optionee, any vested Options held by him or her at the date of death will become exercisable by the Optionee's lawful personal representatives, heirs or executors until the earlier of one year after the date of death of such Optionee and the Expiry Date otherwise applicable to such Options;

(b) Options granted to an Optionee, may be exercised in whole or in part by the Optionee within a reasonable period of time following the date the Optionee ceases to be employed with or provide services to the Company as determined by the Board, in its sole discretion, on the date of such termination, which date will be no later than the earlier of one year and the Expiry Date otherwise applicable to such Options, but only to the extent that such Options are vested at the date the Optionee ceases to be so employed or provide services to the Company; and

(c) in the case of an Optionee being dismissed from employment or service for cause, such Optionee's Options, whether or not vested at the date of dismissal, will immediately terminate without right to exercise same.

Non-Assignable

3.9 All Options will be exercisable only by the Optionee to whom they are granted and will not be assignable or transferable, except that Options may be assigned or transferred to a Permitted Assign if permitted under Exchange Policies.

Adjustment of the Number of Optioned Shares

3.10 The number of Shares subject to an Option will be subject to adjustment in the event and in the manner following:

(a) in the event of a subdivision of Shares as constituted on the date of this Plan, at any time while an Option is in effect, into a greater number of Shares, the Company will thereafter deliver at the time of purchase of Optioned Shares, in addition to the number of Optioned Shares in respect of which the right to purchase is then being exercised, such additional number of Shares as result from the subdivision without an Optionee making any additional payment or giving any other consideration therefore;

(b) in the event of a consolidation of the Shares as constituted on the date of this Plan, at any time while an Option is in effect, into a lesser number of Shares, the Company will thereafter deliver and an Optionee will accept, at the time of purchase of Optioned Shares, in lieu of the number of Optioned Shares in respect of which the right to purchase is then being exercised, the lesser number of Shares as result from the consolidation;

(c) in the event of any change of the Shares as constituted on the date of this Plan, at any time while an Option is in effect, the Company will thereafter deliver at the time of purchase of Optioned Shares the number of shares of the appropriate class resulting from the said change as an Optionee would have been entitled to receive in respect of the number of Shares so purchased had the right to purchase been exercised before such change;

(d) in the event of a capital reorganization, reclassification or change of outstanding equity shares (other than a change in the par value thereof) of the Company, a consolidation, merger or amalgamation of the Company with or into any other company or a sale of the property of the Company as or substantially as an entirety at any time while an Option is in effect, an Optionee will thereafter have the right to purchase and receive, in lieu of the Optioned Shares immediately theretofore purchasable and receivable upon the exercise of the Option, the kind and amount of shares and other securities and property receivable upon such capital reorganization, reclassification, change, consolidation, merger, amalgamation or sale which the holder of a number of Shares equal to the number of Optioned Shares

immediately theretofore purchasable and receivable upon the exercise of the Option would have received as a result thereof. The subdivision or consolidation of Shares at any time outstanding (whether with or without par value) will not be deemed to be a capital reorganization or a reclassification of the capital of the Company for the purposes of this subsection 3.10(d);

(e) an adjustment will take effect at the time of the event giving rise to the adjustment and the adjustments provided for in this section 3.10 are cumulative;

(f) the Company will not be required to issue fractional shares in satisfaction of its obligations under this Plan. Any fractional interest in a Share that would, except for the provisions of this subsection 3.20(f), be deliverable upon the exercise of an Option will be cancelled and will not be deliverable by the Company and no payment will be made in lieu thereof; and

(g) if any questions arise at any time with respect to the Exercise Price or number of Optioned Shares deliverable upon exercise of an Option in any of the events set out in this section 3.10, such questions will be conclusively determined by the Company's auditors, or, if they decline to so act, any other firm of Chartered Accountants in Vancouver, British Columbia (or in the city of the Company's principal executive office) that the Company may designate and who will have access to all appropriate records and such determination will be binding upon the Company and all Optionees.

ARTICLE 4
COMMITMENT AND EXERCISE PROCEDURES

Option Commitment

4.1 Upon grant of an Option pursuant to this Plan, an authorized Director or Executive Officer of the Company will deliver to the Optionee an Option Commitment detailing the terms of such Options and upon such delivery the Optionee will be subject to this Plan and have the right to purchase the Optioned Shares at the Exercise Price set out in such Option Commitment, subject to the terms and conditions of this Plan.

Manner of Exercise

4.2 An Optionee who wishes to exercise his or her Options may do so by delivering to the Company:

(a) a written notice specifying the number of Optioned Shares being acquired pursuant to the Option; and

(b) cash or a certified cheque payable to the Company for the aggregate Exercise Price for the Optioned Shares being acquired.

Delivery of Certificate and Hold Periods

4.3 As soon as practicable after receipt of the notice of exercise described in section 4.2 and payment in full for the Optioned Shares being acquired, the Company will direct its transfer agent to issue a certificate to the Optionee for the appropriate number of Optioned Shares. Such certificate will bear a legend stipulating any resale restrictions required under applicable securities laws and Exchange Policies.

Withholding

4.4 As a condition of and prior to participation in the Plan, each Optionee authorizes the Company to withhold from any amount otherwise payable to him or her any amounts required by any taxing authority to be withheld for taxes of any kind as a consequence of his or her participation in the Plan. The Company will also have the right in its discretion to satisfy any such liability for withholding or other required deduction amounts by retaining or acquiring any Optioned Shares, or retaining any amount payable, which would otherwise be issued or delivered, provided or paid to an Optionee under the Plan. The Company may require an Optionee, as a condition to exercise of an Option to pay or reimburse the Company for any such withholding or other required deduction amounts related to the exercise of Options.

ARTICLE 5
GENERAL

Employment and Services

5.1 Nothing contained in this Plan will confer upon or imply in favour of any Optionee any right with respect to office, employment or provision of services with the Company, or interfere in any way with the right of the Company to lawfully terminate the Optionee's office, employment or service at any time pursuant to the arrangements pertaining to same. Participation in this Plan by an Optionee will be voluntary.

No Representation or Warranty

5.2 The Company makes no representation or warranty as to the future market value of Optioned Shares issued in accordance with the provisions of this Plan or to the effect of the *Income Tax Act* (Canada) or any other taxing statute governing the Options or the Optioned Shares issuable thereunder or the tax consequences to an Optionee. Compliance with applicable securities laws as to the disclosure and resale obligations of each Optionee is the responsibility of such Optionee and not the Company.

Interpretation

5.3 This Plan will be governed and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

Amendment of this Plan

5.4 The Board reserves the right, in its absolute discretion, to at any time amend, modify or terminate this Plan with respect to all Optioned Shares in respect of Options which have not yet been granted hereunder. Any amendment to any provision of this Plan will be subject to any necessary Regulatory Approvals.

SCHEDULE "A"

DEER HORN METALS INC.
STOCK OPTION PLAN DATED JUNE 16, 2014

OPTION COMMITMENT
[No Vesting Provision]

Notice is hereby given that, effective this _____ day of _____, 20__ (the "*Effective Date*"), **DEER HORN METALS INC.** (the "*Company*") has granted to _____ (the "*Service Provider*") an Option to acquire _____ Shares (the "*Optioned Shares*") until 4:30 p.m. (Vancouver Time) on the ____ day of _____, 20__ (the "*Expiry Date*") at an exercise price (the "*Exercise Price*") of $_____ per Optioned Share.

The grant of the Option evidenced hereby is made subject to the terms and conditions of the Company's Share Option Plan dated June 18, 2012, the terms and conditions of which are hereby incorporated.

To exercise your Option, you must deliver to the Company a written notice specifying the number of Optioned Shares you wish to acquire, together with cash or a certified cheque payable to the Company for the aggregate Exercise Price. A certificate for the Optioned Shares so acquired will be issued by the transfer agent as soon as practicable thereafter and will bear any necessary non-transferability legend from the date of this Option Commitment.

The Company and the Service Provider represent that the Service Provider under the terms and conditions of the Plan is a bona fide:

(a) [DIRECTOR/ EXECUTIVE OFFICER/ EMPLOYEE/ CONSULTANT] _____ _____ of the Company;

(b) [DIRECTOR/ EXECUTIVE OFFICER/ EMPLOYEE/ CONSULTANT] _____ _____ of _____ [RELATED ENTITY]; or

(c) [PERMITTED ASSIGN] _____ of [DIRECTOR/ EXECUTIVE OFFICER/ EMPLOYEE/ CONSULTANT] _____ of [THE COMPANY/ RELATED ENTITY] _____;

entitled to receive Options under Exchange Policies.

DEER HORN METALS INC.

_____
Authorized Signatory

ACKNOWLEDGEMENT OF SERVICE PROVIDER

By signature hereunder, [*Service Provider*] hereby acknowledges receipt of this Option Commitment and hereby consents to the Company's collection, use and disclosure of his/her personal information for the purposes of the Company's grant of the Option evidenced by this Option Commitment. [*Service Provider*] further acknowledges that, from time to time, the Company may be required to disclose such personal information to securities regulatory authorities and stock exchanges and, by providing such personal information to the Company, [*Service Provider*] hereby expressly consents to such disclosure.

_____ Date: _____
[*Service Provider*]

SCHEDULE "B"

DEER HORN METALS INC.
STOCK OPTION PLAN DATED JUNE 16, 2014

OPTION COMMITMENT
[Vesting Provisions]

Notice is hereby given that, effective this _____ day of _____, 20__ (the "*Effective Date*"), **DEER HORN METALS INC.** (the "*Company*") has granted to _____ _____ (the "*Service Provider*") an Option to acquire _____ Shares (the "*Optioned Shares*") until 4:30 p.m. (Vancouver Time) on the ____ day of _____, 20__ (the "*Expiry Date*") at an exercise price (the "*Exercise Price*") of $_____ per Optioned Share.

The grant of the Option evidenced hereby is made subject to the terms and conditions of the Company's Share Option Plan dated June 18, 2012, the terms and conditions of which are hereby incorporated.

Optioned Shares will vest as follows:

_____

_____

_____

To exercise your Option, you must deliver to the Company a written notice specifying the number of Optioned Shares you wish to acquire, together with cash or a certified cheque payable to the Company for the aggregate Exercise Price. A certificate for the Optioned Shares so acquired will be issued by the transfer agent as soon as practicable thereafter and will bear any necessary non-transferability legend from the date of this Option Commitment.

The Company and the Service Provider represent that the Service Provider under the terms and conditions of the Plan is a bona fide:

(a) [DIRECTOR/ EXECUTIVE OFFICER/ EMPLOYEE/ CONSULTANT] _____ _____ of the Company;

(b) [DIRECTOR/ EXECUTIVE OFFICER/ EMPLOYEE/ CONSULTANT] _____ _____ of _____ [RELATED ENTITY]; or

(c) [PERMITTED ASSIGN] _____ of [DIRECTOR/ EXECUTIVE OFFICER/ EMPLOYEE/ CONSULTANT] _____ _____ of [THE COMPANY/ RELATED ENTITY] _____;

entitled to receive Options under Exchange Policies.

DEER HORN METALS INC.

_____
Authorized Signatory

ACKNOWLEDGEMENT OF SERVICE PROVIDER

By signature hereunder, [*Service Provider*] hereby acknowledges receipt of this Option Commitment and hereby consents to the Company's collection, use and disclosure of his/her personal information for the purposes of the Company's grant of the Option evidenced by this Option Commitment. [*Service Provider*] further acknowledges that, from time to time, the Company may be required to disclose such personal information to securities regulatory authorities and stock exchanges and, by providing such personal information to the Company, [*Service Provider*] hereby expressly consents to such disclosure.

_____ Date: _____
[*Service Provider*]

SCHEDULE "B"
to Information Circular of
Deer Horn Metals Inc. (June 16, 2014)

Form 51-102F6
Statement of Executive Compensation
(for the year ended July 31, 2013)

DEER HORN METALS INC.

For the purposes of this Schedule "B":

Chief Executive Officer ("**CEO**") means an individual who acted as chief executive officer of the Company, or acted in a similar capacity, for any part of the most recently completed financial year.

Chief Financial Officer ("**CFO**") means an individual who acted as chief financial officer of the Company, or acted in a similar capacity, for any part of the most recently completed financial year.

Named Executive Officer ("**NEO**") means each of the following individuals:

(a) a CEO;

(b) a CFO;

(c) each of the three most highly compensated executive officers, or the three most highly compensated individuals acting in a similar capacity, other than the CEO and CFO, at the end of the most recently completed financial year whose total compensation was, individually, more than $150,000, as determined in accordance with subsection 1.3(6) of Form 51-102F6 – Statement of Executive Compensation, for that financial year; and

(d) each individual who would be an NEO under paragraph (c) but for the fact that the individual was neither an executive officer of the Company, nor acting in a similar capacity, at the end of that financial year.

"**option-based award**" means an award under an equity incentive plan of options, including, for greater certainty, share options, share appreciation rights, and similar instruments that have option-like features.

"**share-based award**" means an award under an equity incentive plan of equity-based instruments that do not have option-like features, including, for greater certainty, common shares, restricted shares, restricted share units, deferred share units, phantom shares, phantom share units, common share equivalent units, and stock.

Based on the foregoing definition, during the last completed fiscal year of the Company, there were two (2) Named Executive Officers, namely, Tyrone Docherty, the Company's President and CEO, and Pamela Saulnier, the Company's CFO and corporate secretary.

1) EXECUTIVE COMPENSATION

Compensation Discussion and Analysis

The Company does not have a formal compensation program in place, other than the payment of management fees (as applicable), incentive bonuses, and incentive stock options to the Company's NEOs as approved from time to time by the Board in its discretion. The Company recognizes the need to provide compensation packages that will attract and retain qualified and experienced executives, as well as align the compensation level of each executive to that executive's level of responsibility.

Remuneration plays an important role in attracting, motivating, rewarding and retaining knowledgeable and skilled individuals to the Company's management team. The main objectives the Company hopes to achieve through its compensation arrangements are:

- to attract and retain executives critical to the Company's success, who will be key in helping the Company achieve its corporate objectives and increase shareholder value;
- to motivate the Company's management team to meet or exceed targets;
- to recognize the contribution of the Company's executive officers to the overall success and strategic growth of the Company; and
- to align the interests of management and the Company's shareholders by providing performance-based compensation in addition to salary.

The Company has no other forms of compensation, although payments may be made from time to time to individuals or companies they control for the provision of consulting services. Such consulting services are paid for by the Company at competitive industry rates for work of a similar nature by reputable arm's length service providers. The Company did not pay any such consulting fees to NEOs for the financial year ended July 31, 2013.

The process for determining executive compensation relies solely on Board discussions with the input from and upon the recommendations of the Compensation Committee.

Summary Compensation Table

In respect of each of the Named Executive Officers, the following table (presented in accordance with Form 51-102F6) sets out all annual and long term compensation for each NEO's services, in all capacities, to the Company for the Company's most recently completed financial years as at July 31, 2013, July 31, 2012 and July 31, 2011.

Name and principal position	Year Ended July 31	Salary ($)	Share-based awards ($)	Option-based awards ($) (*)	Non-equity incentive plan compensation ($)		Pension value ($)	All other compensation ($)	Total compensation ($)
					Annual incentive plans	Long-term incentive plans			
TYRONE DOCHERTY President, CEO and Director	2013 2012 2011	210,000[1] 270,500[2] 193,000[3]	Nil Nil Nil	Nil Nil Nil	Nil Nil Nil	Nil Nil Nil	. Nil Nil Nil	12,000[4] 12,000[4] 12,000[4]	$222,000 $282,500 $205,000
PAMELA SAULNIER CFO and Corporate Secretary	2013 2012 2011	30,000[5] 30,000[5] 30,000[5]	Nil Nil Nil	Nil Nil Nil	Nil Nil Nil	Nil Nil Nil	Nil Nil Nil	Nil Nil Nil	$30,000 $30,000 $30,000

Notes:

(1) Mr. Docherty was paid $17,500 per month with regard to his position as the President and CEO of the Company.
(2) Mr. Docherty was paid $22,541.70 per month with regard to his position as the President and CEO of the Company.
(3) Mr. Docherty was paid $16,083.30 per month with regard to his position as the President and CEO of the Company.
(4) Mr. Docherty was paid $1,000 per month as a car allowance.
(5) Ms. Saulnier was paid $2,500 per month with regard to her position as the CFO and corporate secretary of the Company.

Narrative Discussion

NEO compensation is determined by the Board upon the recommendation of the Compensation Committee. The Compensation Committee makes its recommendations based primarily on review of publicly available information about the remuneration paid by other reporting issuers of the same size and in the same industry.

The compensation paid to NEOs is reviewed annually by the Board and the Compensation Committee in conjunction with annual reviews of the Company's executive officers, and where appropriate, increases in compensation are implemented by the Board in its sole discretion at the recommendation of the Compensation Committee. The amount of any increases to the compensation paid to NEOs is determined by the Board in its sole discretion.

The Company has a verbal arrangement with Mr. Tyrone Docherty pursuant to which Mr. Docherty is presently paid $17,500/month for providing President and CEO services to the Company. In addition, Mr. Docherty receives $1,000/month for car allowance. Mr. Docherty has been the President of the Company since 2008.

The Company has a verbal arrangement with Ms. Pamela Saulnier pursuant to which Ms. Saulnier is presently paid $2,500/month for providing CFO and corporate secretary services to the Company. Ms. Saulnier has been the CFO and corporate secretary of the Company since 2009.

Pursuant to the Company's Stock Option Plan (defined below), the Board grants options to directors, executive officers, other employees and consultants as incentives.

It is anticipated that during the following year the level of stock options awarded to a Named Executive Officer, if and when granted, will be determined by such NEO's position and his or her potential future contributions to the Company.

Incentive Plan Awards for NEOs

Outstanding Share-Based Awards and Option-Based Awards

The Company has not granted any share-based awards.

The following table sets out for each NEO the incentive stock options to purchase common shares of the Company (option-based awards) outstanding as of July 31, 2013, including awards granted before the year ended July 31, 2013:

	Option-based Awards				**Share-based Awards**	
Name	**Number of securities underlying unexercised options (#)**	**Option exercise price ($)**	**Option expiration date**	**Value of unexercised in-the-money options ($)**[1]	**Number of shares or units of shares that have not vested (#)**	**Market or payout value of share-based awards that have not vested ($)**[1]
Tyrone Docherty President, CEO and Director	27,000[2] 150,000[2]	$2.50[2] $1.00[2]	Mar. 11, 2016 May 21, 2015	Nil Nil	N/A	N/A
Pamela Saulnier CFO and Corporate Secretary	5,000[2] 10,000[2] 5,000[2]	$2.50[2] $2.20[2] $1.00[2]	Mar. 11, 2016 July 14, 2014 May 21, 2015	Nil Nil Nil	N/A	N/A

Notes:

(1) No value was attributed to unexercised options that were out of the money on July 31, 2013.

(2) Adjusted for a 10:1 share consolidation effected on May 14, 2014.

The Company did not grant any option-based awards to NEOs during the financial year ended July 31, 2013.

During the financial year ended July 31, 2013, no options were exercised by NEOs.

Value Vested or Earned During the Year

The following table sets forth the value vested or earned during the year of option-based awards, share-based awards and non-equity incentive plan compensation paid to NEOs during the most recently completed financial year ended July 31, 2013:

Name	Option-based awards – Value vested during the year ($) [(1)]	Share-based awards – Value vested during the year ($)	Non-equity incentive plan compensation – Value earned during the year ($)
Tyrone Docherty President, CEO and Director	Nil	N/A	N/A
Pamela Saulnier CFO and Corporate Secretary	Nil	N/A	N/A

Notes:

(1) No value was attributed to unexercised options that were out of the money on July 31, 2013.

Narrative Discussion

No stock options were exercised by an NEO during the financial year ended July 31, 2013.

No stock options were granted to NEOs during the financial year ended July 31, 2013.

An aggregate of 197,000 post-consolidation options, with exercise prices ranging from $1.00/share - $2.50/share and with varying expiry dates were outstanding to NEOs during the financial year ended July 31, 2013.

Pension Plan Benefits for NEOs

No pension or retirement benefit plans have been instituted by the Company and none are proposed at this time.

Termination and Change of Control Benefits for NEOs

As at the fiscal year ended July 31, 2013, the Company had no plans or arrangements whereby NEOs could be compensated in the event of such NEO's resignation, retirement or other termination of employment, or in the event of a change of control of the Company or a change in such NEO's responsibilities.

DIRECTOR COMPENSATION

The Company had five directors as at July 31, 2013, one of which was also an NEO, Tyrone Docherty.

During the Company's most recently completed financial year ended July 31, 2013, there were no standard compensation arrangements, or other arrangements in addition to or in lieu of standard arrangements, under which the non-NEO directors of the Company were compensated for services in their capacity as directors (including any additional amounts payable for committee participation or special assignments) (see "*Narrative Discussion*" below).

The Company grants stock options to directors pursuant to the terms of the Stock Option Plan (see "*Narrative Discussion*" below for details). The purpose of granting such stock options is to assist the Company in compensating, attracting, retaining and motivating the directors of the Company and to align the personal interests of such persons to that of the Company's shareholders.

Director Compensation Table

The following table sets forth the value of all compensation paid to the Company's non-NEO directors during the most recently completed financial year ended July 31, 2013:

Name	Fees earned ($)	Share-based awards ($)	Option-based awards ($)	Non-equity incentive plan compensation ($)	Pension value ($)	All other compensation ($)	Total ($)
Tony Fogarassy	Nil	Nil	Nil	Nil	Nil	$60,000[(2)]	$60,000
Lindsay Gorrill	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Matt Wayrynen	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Peter Jensen	Nil	Nil	Nil	Nil	Nil	Nil	Nil

Notes:

(1) Please see "*Summary Compensation Table*" under "*Executive Compensation*" above for details of compensation paid by the Company to those directors who are also NEOs.

(2) Paid to Mr. Fogarassy in consideration for geological services provided to the Company.

Narrative Discussion

During the fiscal year ended July 31, 2013, no compensation was paid to the non-NEO directors of the Company for services rendered in their role as directors of the Company.

During the fiscal year ended July 31, 2013, Mr. Fogarassy was paid $60,000 for geological consulting services rendered to the Company. Mr. Fogarassy was paid at market rates for his services.

The Company had no arrangements, standard or otherwise, pursuant to which directors are compensated by the Company for their services in their capacity as directors, or for committee participation, involvement in special assignments during the most recently completed financial year or subsequently, up to and including the date of the Information Circular.

The Company grants stock options to directors pursuant to the terms of the Company's Stock Option Plan. The purpose of granting such stock options is to assist the Company in compensating, attracting, retaining and motivating the directors of the Company and to align the personal interests of such persons to that of the Company's shareholders.

Incentive Plan Awards for Directors

Outstanding Share-Based Awards and Option-Based Awards &

The Company ha snot granted any share-based awards.

The following table sets out for each director that is not an NEO the incentive stock options to purchase common shares of the Company (option-based awards) outstanding as of July 31, 2013, including awards granted before the year ended July 31, 2013:

	Option-based Awards				Share-based Awards	
Name	**Number of securities underlying unexercised options (#)**	**Option exercise price ($)**	**Option expiration date**	**Value of unexercised in-the-money options ($)[1]**	**Number of shares or units of shares that have not vested (#)**	**Market or payout value of share-based awards that have not vested ($)[1]**
Tony Fogarassy	20,000[2] 20,000[2] 60,000[2] 50,000[2]	$2.20[2] $1.00[2] $2.50[2] $2.50[2]	July 14, 2014 May 21, 2015 Mar 11, 2016 June 24, 2016	Nil Nil Nil Nil	Nil Nil Nil Nil	Nil Nil Nil Nil
Matt Wayrynen	20,000[2] 20,000[2] 30,000[2]	$2.20[2] $1.00[2] $2.50[2]	July 14, 2014 May 21, 2015 Mar 11, 2016	Nil Nil Nil	Nil Nil Nil	Nil Nil Nil
Lindsay Gorrill	20,000[2] 15,000[2] 25,000[2]	$2.20[2] $1.00[2] $2.50[2]	July 14, 2014 May 21, 2015 Mar 11, 2016	Nil Nil Nil	Nil Nil Nil	Nil Nil Nil
Peter Jensen	100,000[2]	$1.00[2]	Mar 25, 2018	Nil	Nil	Nil

Notes:

(1) No value was attributed to unexercised options that were out of the money on July 31, 2013.

(2) Adjusted for a 10:1 share consolidation effected on May 14, 2014.

The only option-based awards granted to non-NEO directors during the financial year ended June 30, 2013 were 100,000 (post-consolidation) options granted to Peter Jensen, which options have a post-consolidation exercise price of $1.00/share and expire on March 25, 2018.

During the financial year ended July 31, 2013, no options were exercised by non-NEO directors.

Incentive Plan Awards – Value Vested or Earned During the Year

The following table sets forth the value vested or earned during the year of option-based awards, share-based awards and non-equity incentive plan compensation paid to non-NEO directors of the Company during the most recently completed financial year ended July 31, 2013:

Name	**Option-based awards – Value vested during the year ($) [1]**	**Share-based awards – Value vested during the year ($)**	**Non-equity incentive plan compensation – Value earned during the year ($)**
Tony Fogarassy	Nil	Nil	Nil
Matt Wayrynen	Nil	Nil	Nil
Scott Gifford	Nil	Nil	Nil
Lindsay Gorrill	Nil	Nil	Nil
Peter Jensen	Nil	Nil	Nil

Notes:

(1) No value was attributed to unexercised options that were out of the money on July 31, 2013.

Narrative Discussion

No stock options were exercised by a non-NEO director during the financial year ended July 31, 2013.

A total of 100,000 (post-consolidation) stock options were granted to non-NEO directors during the financial year ended July 31, 2013, which options have a post-consolidation exercise price of $1.00/shares and expire on March 25, 2018.

Pension Plan Benefits - Directors

The Company does not have a pension plan that provides for payments to the directors at, following or in connection with retirement.

SCHEDULE "C"
to Information Circular of
Deer Horn Metals Inc. (June 16, 2014)
DEER HORN METALS INC.

AUDIT COMMITTEE CHARTER

Audit Committee Charter

1. Purpose of the Committee

1.1 The purpose of the Audit Committee is to assist the Board in its oversight of the integrity of the Company's financial statements and other relevant public disclosures, the Company's compliance with legal and regulatory requirements relating to financial reporting, the external auditors' qualifications and independence and the performance of the internal audit function and the external auditors.

2. Members of the Audit Committee

2.1 At least one Member must be "financially literate" as defined under NI 52-110, having sufficient accounting or related financial management expertise to read and understand a set of financial statements, including the related notes, that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Company's financial statements.

2.2 The Audit Committee shall consist of no less than three Directors.

2.3 At least one Member of the Audit Committee must be "independent" as defined under NI 52-110, while the Company is in the developmental stage of its business.

3. Relationship with External Auditors

3.1 The external auditors are the independent representatives of the shareholders, but the external auditors are also accountable to the Board of Directors and the Audit Committee.

3.2 The external auditors must be able to complete their audit procedures and reviews with professional independence, free from any undue interference from the management or directors.

3.3 The Audit Committee must direct and ensure that the management fully co-operates with the external auditors in the course of carrying out their professional duties.

3.4 The Audit Committee will have direct communications access at all times with the external auditors.

4. Non-Audit Services

4.1 The external auditors are prohibited from providing any non-audit services to the Company, without the express written consent of the Audit Committee. In determining whether the external auditors will be granted permission to provide non-audit services to the Company, the Audit Committee must consider that the benefits to the Company from the provision of such services, outweighs the risk of any compromise to or loss of the independence of the external auditors in carrying out their auditing mandate.

4.2 Notwithstanding section 4.1, the external auditors are prohibited at all times from carrying out any of the following services, while they are appointed the external auditors of the Company:

(i) acting as an agent of the Company for the sale of all or substantially all of the undertaking of the Company; and

(ii) performing any non-audit consulting work for any director or senior officer of the Company in their personal capacity, but not as a director, officer or insider of any other entity not associated or related to the Company.

5. Appointment of Auditors

5.1 The Company's auditors, Davidson & Company LLP, Chartered Accountants were appointed effective July 21, 2009.

5.2 The external auditors will be appointed each year by the shareholders of the Company at the annual general meeting of the shareholders.

5.3 The Audit Committee will nominate the external auditors for appointment, such nomination to be approved by the Board of Directors.

6. Evaluation of Auditors

6.1 The Audit Committee will review the performance of the external auditors on at least an annual basis, and notify the Board and the external auditors in writing of any concerns in regards to the performance of the external auditors, or the accounting or auditing methods, procedures, standards, or principles applied by the external auditors, or any other accounting or auditing issues which come to the attention of the Audit Committee.

7. Remuneration of the Auditors

7.1 The remuneration of the external auditors will be determined by the Board of Directors, upon the annual authorization of the shareholders at each general meeting of the shareholders.

7.2 The remuneration of the external auditors will be determined based on the time required to complete the audit and preparation of the audited financial statements, and the difficulty of the audit and performance of the standard auditing procedures under generally accepted auditing standards and generally accepted accounting principles of Canada.

8. Termination of the Auditors

8.1 The Audit Committee has the power to terminate the services of the external auditors, with or without the approval of the Board of Directors, acting reasonably.

9. Funding of Auditing and Consulting Services

9.1 Auditing expenses will be funded by the Company. The auditors must not perform any other consulting services for the Company, which could impair or interfere with their role as the independent auditors of the Company.

10. Role and Responsibilities of the Internal Auditor

10.1 At this time, due to the Company's size and limited financial resources, the Corporate Secretary, of the Company shall be responsible for implementing internal controls and performing the role as the internal auditor to ensure that such controls are adequate.

11. Oversight of Internal Controls

11.1 The Audit Committee will have the oversight responsibility for ensuring that the internal controls are implemented and monitored, and that such internal controls are effective.

12. Continuous Disclosure Requirements

12.1 At this time, due to the Company's size and limited financial resources, the Corporate Secretary of the Company is responsible for ensuring that the Company's continuous reporting requirements are met and in compliance with applicable regulatory requirements.

13. Other Auditing Matters

13.1 The Audit Committee may meet with the Auditors independently of the management of the Company at any time, acting reasonably.

13.2 The Auditors are authorized and directed to respond to all enquiries from the Audit Committee in a thorough and timely fashion, without reporting these enquiries or actions to the Board of Directors or the management of the Company.

14. Annual Review

14.1 The Audit Committee Charter will be reviewed annually by the Board of Directors and the Audit Committee to assess the adequacy of this Charter.

15. Independent Advisers

15.1 The Audit Committee shall have the power to retain legal, accounting or other advisors to assist the Committee.

SCHEDULE "D"
to Information Circular of
Deer Horn Metals Inc. (June 16, 2014)
DEER HORN METALS INC.

SHAREHOLDER RIGHTS OF DISSENT

Dissent Rights Pursuant to Section 190 of the *Business Corporations Act* (Canada)

Right of dissent

190.

(1) Subject to sections 191 and 241, a holder of shares of any class of a corporation may dissent if the corporation is subject to an order under paragraph 192(4)(d) that affects the holder or if the corporation resolves to

(a) amend its articles under section 173 or 174 to add, change or remove any provisions restricting or constraining the issue, transfer or ownership of shares of that class;

(b) amend its articles under section 173 to add, change or remove any restriction on the business or businesses that the corporation may carry on;

(c) amalgamate otherwise than under section 184;

(d) be continued under section 188;

(e) sell, lease or exchange all or substantially all its property under subsection 189(3); or

(f) carry out a going-private transaction or a squeeze-out transaction.

Further right

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

If one class of shares

(2.1) The right to dissent described in subsection (2) applies even if there is only one class of shares.

Payment for shares

(3) In addition to any other right the shareholder may have, but subject to subsection (26), a shareholder who complies with this section is entitled, when the action approved by the resolution from which the shareholder dissents or an order made under subsection 192(4) becomes effective, to be paid by the corporation the fair value of the shares in respect of which the shareholder dissents, determined as of the close of business on the day before the resolution was adopted or the order was made.

No partial dissent

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

Objection

(5) A dissenting shareholder shall send to the corporation, at or before any meeting of shareholders at which a resolution referred to in subsection (1) or (2) is to be voted on, a written objection to the resolution, unless the corporation did not give notice to the shareholder of the purpose of the meeting and of their right to dissent.

Notice of resolution

(6) The corporation shall, within ten days after the shareholders adopt the resolution, send to each shareholder who has filed the objection referred to in subsection (5) notice that the resolution has been adopted, but such notice is not required to be sent to any shareholder who voted for the resolution or who has withdrawn their objection.

Demand for payment

(7) A dissenting shareholder shall, within twenty days after receiving a notice under subsection (6) or, if the shareholder does not receive such notice, within twenty days after learning that the resolution has been adopted, send to the corporation a written notice containing

(a) the shareholder's name and address;

(b) the number and class of shares in respect of which the shareholder dissents; and

(c) a demand for payment of the fair value of such shares.

Share certificate

(8) A dissenting shareholder shall, within thirty days after sending a notice under subsection (7), send the certificates representing the shares in respect of which the shareholder dissents to the corporation or its transfer agent.

Forfeiture

(9) A dissenting shareholder who fails to comply with subsection (8) has no right to make a claim under this section.

Endorsing certificate

(10) A corporation or its transfer agent shall endorse on any share certificate received under subsection (8) a notice that the holder is a dissenting shareholder under this section and shall forthwith return the share certificates to the dissenting shareholder.

Suspension of rights

(11) On sending a notice under subsection (7), a dissenting shareholder ceases to have any rights as a shareholder other than to be paid the fair value of their shares as determined under this section except where

(a) the shareholder withdraws that notice before the corporation makes an offer under subsection (12),

(b) the corporation fails to make an offer in accordance with subsection (12) and the shareholder withdraws the notice, or

(c) the directors revoke a resolution to amend the articles under subsection 173(2) or 174(5), terminate an amalgamation agreement under subsection 183(6) or an application for continuance under subsection 188(6), or abandon a sale, lease or exchange under subsection 189(9),

in which case the shareholder's rights are reinstated as of the date the notice was sent.

Offer to pay

(12) A corporation shall, not later than seven days after the later of the day on which the action approved by the resolution is effective or the day the corporation received the notice referred to in subsection (7), send to each dissenting shareholder who has sent such notice

(a) a written offer to pay for their shares in an amount considered by the directors of the corporation to be the fair value, accompanied by a statement showing how the fair value was determined; or

(b) if subsection (26) applies, a notification that it is unable lawfully to pay dissenting shareholders for their shares.

Same terms

(13) Every offer made under subsection (12) for shares of the same class or series shall be on the same terms.

Payment

(14) Subject to subsection (26), a corporation shall pay for the shares of a dissenting shareholder within ten days after an offer made under subsection (12) has been accepted, but any such offer lapses if the corporation does not receive an acceptance thereof within thirty days after the offer has been made.

Corporation may apply to court

(15) Where a corporation fails to make an offer under subsection (12), or if a dissenting shareholder fails to accept an offer, the corporation may, within fifty days after the action approved by the resolution is effective or within such further period as a court may allow, apply to a court to fix a fair value for the shares of any dissenting shareholder.

Shareholder application to court

(16) If a corporation fails to apply to a court under subsection (15), a dissenting shareholder may apply to a court for the same purpose within a further period of twenty days or within such further period as a court may allow.

Venue

(17) An application under subsection (15) or (16) shall be made to a court having jurisdiction in the place where the corporation has its registered office or in the province where the dissenting shareholder resides if the corporation carries on business in that province.

No security for costs

(18) A dissenting shareholder is not required to give security for costs in an application made under subsection (15) or (16).

Parties

(19) On an application to a court under subsection (15) or (16),

(a) all dissenting shareholders whose shares have not been purchased by the corporation shall be joined as parties and are bound by the decision of the court; and

(b) the corporation shall notify each affected dissenting shareholder of the date, place and consequences of the application and of their right to appear and be heard in person or by counsel.

Powers of court

(20) On an application to a court under subsection (15) or (16), the court may determine whether any other person is a dissenting shareholder who should be joined as a party, and the court shall then fix a fair value for the shares of all dissenting shareholders.

Appraisers

(21) A court may in its discretion appoint one or more appraisers to assist the court to fix a fair value for the shares of the dissenting shareholders.

Final order

(22) The final order of a court shall be rendered against the corporation in favour of each dissenting shareholder and for the amount of the shares as fixed by the court.

Interest

(23) A court may in its discretion allow a reasonable rate of interest on the amount payable to each dissenting shareholder from the date the action approved by the resolution is effective until the date of payment.

Notice that subsection (26) applies

(24) If subsection (26) applies, the corporation shall, within ten days after the pronouncement of an order under subsection (22), notify each dissenting shareholder that it is unable lawfully to pay dissenting shareholders for their shares.

Effect where subsection (26) applies

(25) If subsection (26) applies, a dissenting shareholder, by written notice delivered to the corporation within thirty days after receiving a notice under subsection (24), may

(a) withdraw their notice of dissent, in which case the corporation is deemed to consent to the withdrawal and the shareholder is reinstated to their full rights as a shareholder; or

(b) retain a status as a claimant against the corporation, to be paid as soon as the corporation is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the corporation but in priority to its shareholders.

Limitation

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

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

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