

**SEAHAWK VENTURES INC.
(formerly Brabeia Inc.)**

**NOTICE OF SPECIAL MEETING AND
MANAGEMENT INFORMATION CIRCULAR**

Time: May 4, 2016 at 1:00 p.m. (Vancouver time)

Place: Suite 1700, Park Place
666 Burrard Street
Vancouver, BC V6C 2X8

Neither the Canadian Securities Exchange nor any securities commission has in any way passed upon the merits of the transaction described herein and any representation to the contrary is an offence.

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ADDENDA

APPENDIX A - TRANSACTION AGREEMENT

SEAHAWK VENTURES INC.

NOTICE OF SPECIAL MEETING OF SHAREHOLDERS
TO BE HELD ON MAY 4, 2016

TO: The shareholders of Seahawk Ventures Inc.

NOTICE IS HEREBY GIVEN that a special meeting of shareholders (the "**Shareholders**") of Seahawk Ventures Inc. ("**Seahawk**" or the "**Company**") will be held at the offices of Stikeman Elliott LLP at 1700 - 666 Burrard Street, Vancouver, British Columbia on May 4, 2016 at 1:00 p.m. (local time) (the "**Meeting**"), for the following purposes:

1. to consider and, if deemed appropriate, adopt a special resolution (the "**Transaction Resolution**") approving the sale to Tracy Wattie ("**Wattie**") of all of the issued and outstanding shares of 0969607 B.C. Ltd. ("**096**"), which operates the Company's social media marketing business acquired on August 21, 2015 (the "**Transaction**"); and
2. to transact such other business that may properly come before the meeting.

The enclosed Management Information Circular (the "**Circular**") contains the full text of the Transaction Resolution and discloses additional information on the matters to be acted upon at the Meeting, including the Transaction, and is deemed to form part of this Notice of Meeting.

The Company's board of directors (the "**Board**") has fixed April 1, 2016 as the record date for determining Shareholders who are entitled to receive notice of and vote at the Meeting.

Since it is desirable that as many shares as possible be represented and voted at the Meeting, a Shareholder who is unable to attend the Meeting in person is urged to complete and return the enclosed form of proxy following the instructions therein.

Registered Shareholders have the right to dissent with respect to the Transaction Resolution and, if the Transaction is completed, to be paid the fair value of their shares in the capital of the Company, subject to strict compliance with Section 237 to 247 of the *Business Corporations Act* (British Columbia) (the "**BCBCA**"). The right to dissent is described in the section in the Management Information Circular (the "**Circular**") entitled "Dissent Rights". **Failure to comply with the requirements set forth in Section 237 to 247 of the BCBCA may result in the loss of any right to dissent.**

DATED at Vancouver, British Columbia, this 4th day of April, 2016.

BY ORDER OF THE BOARD OF DIRECTORS

"Giovanni Gasbarro"

Giovanni Gasbarro

SEAHAWK VENTURES INC.

MANAGEMENT INFORMATION CIRCULAR

GENERAL PROXY INFORMATION

Solicitation of Proxies

The Company is providing this Management Information Circular (the "**Circular**") and an enclosed form of proxy (the "**Proxy**"), in connection with management's solicitation of proxies for use at the Meeting of the Company to be held on May 4, 2016, and at any adjournments. The cost of this solicitation will be borne by the Company. Accordingly, the management of the Company has drafted this Circular that it is sending to all the security holders entitled to receive a notice of meeting.

If you cannot attend the Meeting in person, complete and return the enclosed Proxy following the instructions therein.

Quorum for the Transaction of Business

The Company's Articles provide that the quorum at a meeting of the Shareholders of the Company shall be constituted by the attendance of two or more Shareholders, present in person or represented by proxy, holding at least 5% of the votes attached to outstanding voting shares of the Company.

Rights of Revocation of Proxies and Appointment of Proxyholder

The persons named in the enclosed Proxy are directors and officers of the Company. **A Shareholder has the right to appoint as his or her proxy a person or company, who need not be a Shareholder, other than the person whose name is printed on the accompanying Proxy.** A Shareholder who wishes to appoint some other person to represent him or her at the Meeting may do so by either inserting such other person's name in the blank space provided in the Proxy and signing the Proxy or by completing and signing another proper form of proxy.

A Shareholder may revoke a proxy at any time by sending an instrument in writing executed by him or, if the Shareholder is a corporation, under its corporate seal or by an officer or attorney thereof duly authorized in writing, at the same address where the Proxy was sent and within the delays mentioned therein or two business days preceding the date the Meeting resumes if it is adjourned, or remit to the chairman of such Meeting on the day of the Meeting or any adjournment thereof if applicable.

Exercise of Discretion by Proxies

The persons named in the enclosed Proxy (the "**Named Proxyholders**") will vote (or withhold from voting) the shares in respect of which they are appointed in accordance with the instructions of the Shareholder appointing them.

In the absence of instructions, the Named Proxyholders will exercise the right to vote IN FAVOUR of each question defined on the Proxy, in the notice of meeting or in the Circular.

Unless otherwise specified herein, all resolutions will be adopted by a special majority of 66 2/3rds of the votes represented at the Meeting.

Management does not know and cannot foresee at the present time any amendments or new points to be brought before the Meeting, or any adjournment thereof. If such amendments or new points were to be

properly brought before the Meeting, or any adjournment thereof, the persons named in the enclosed Proxy will vote on such matters in the way they consider advisable.

Interest of Certain Persons or Companies in Matters to Be Acted Upon

Except as set out herein, no person who has been a director or executive officer of the Company at any time since the beginning of the Company's last financial year and no associate or affiliate of the foregoing persons, has any material interest, direct or indirect, by way of beneficial ownership or otherwise, in matters to be acted upon at the Meeting.

Voting Securities and Principal Holders of Voting Securities

The Company is authorized to issue an unlimited number of common shares without nominal or par value ("**Common Shares**"), of which 45,605,403 Common Shares were issued and outstanding as of April 4, 2016 (the "**Outstanding Shares**"). Of the Outstanding Shares, 23,219,980 Common Shares are held under a performance escrow agreement entered into at the closing of the 2015 Acquisition (defined below) which provides that they cannot be voted until they are released from escrow upon certain revenue targets being met (the "**Performance Escrow Agreement**"). Accordingly, 22,385,423 Common Shares are not subject to the Performance Escrow Agreement and can be voted at the Meeting (the "**Voting Shares**"). Of the Voting Shares, the 652,808 Common Shares which are held by Wattie and can be voted by her (the "**Wattie Shares**") will not be voted in respect of the Transaction Resolution.

Persons who are registered Shareholders at the close of business on April 1, 2016 (the "**Record Date**") will be entitled to receive notice of and vote at the Meeting or any adjournment thereof and will be entitled to one vote for each Voting Share held. A special majority of 66 2/3rds of affirmative votes cast at the Meeting is required to pass the resolutions described herein.

To the knowledge of the directors and executive officers of the Company, no person or company beneficially owns, directly or indirectly, or controls or directs shares carrying 10% or more of the voting rights attached to all Voting Shares of the Company, except the following:

Name of Shareholder	Number of Voting Shares Owned Prior to the Completion of the Transaction	Percentage of Voting Shares Owned Prior to the Completion of the Transaction⁽¹⁾	Number of Voting Shares Owned Following the Completion of the Transaction	Percentage of Voting Shares Owned Following the Completion of the Transaction⁽¹⁾
Ian Ekholm	2,505,900	11.2%	2,505,900	11.5%
Bruno Gasbarro	2,400,000	10.7%	2,400,000	11.0%

(1) Number of Voting Shares following the Transaction (21,732,615) calculated by subtracting the Wattie Shares which are to be cancelled upon closing of the Transaction from the total number of Voting Shares prior to the closing of the Transaction.

Advice to Non-Registered Shareholders

The information set forth in this section should be reviewed carefully by the non-registered Shareholders. Shareholders who do not hold their shares in their own name ("**Beneficial Shareholders**") should note that only proxies deposited by Shareholders whose names appear on the records maintained by the Company's registrar and transfer agent as registered holders of shares will be recognized and acted upon at the Meeting. If shares are listed in an account statement provided to a Shareholder by a broker, those shares will, in all likelihood, not be registered in the Shareholder's name. Such shares will more likely be

registered under the name of the Shareholder's broker or an agent of that broker. In Canada, the vast majority of such shares are registered under the name of CDS & Co. (the registration name for CDS Clearing and Depository Services Inc., which acts as nominee for many Canadian brokerage firms). Shares held by brokers (or their agents or nominees) on behalf of a broker's client can only be voted at the direction of the Beneficial Shareholder. Without specific instructions, brokers and their agents and nominees are prohibited from voting shares for the broker's clients. **Therefore, each Beneficial Shareholder should ensure that voting instructions are communicated to the appropriate person well in advance of the Meeting.**

National Instrument 54-101 of the Canadian Securities Administrators requires brokers and other intermediaries to seek voting instructions from Beneficial Shareholders in advance of Shareholders' meetings. The various brokers and other intermediaries have their own mailing procedures and provide their own return instructions to clients, which should be carefully followed by Beneficial Shareholders in order to ensure that their shares are voted at the Meeting. The form of proxy supplied to a Beneficial Shareholder by its broker (or the agent of the broker) is substantially similar to the Proxy provided directly to registered Shareholders by the Company. However, its purpose is limited to instructing the registered Shareholder (i.e., the broker or agent of the broker) how to vote on behalf of the Beneficial Shareholder.

The vast majority of brokers now delegate responsibility of obtaining instructions from clients to Broadridge Financial Solutions Inc. ("**BFSI**") in Canada. BFSI typically prepares a machine-readable voting instruction form, mails those forms to Beneficial Shareholders and asks Beneficial Shareholders to return the forms to BFSI, or otherwise communicate voting instructions to BFSI (by way of the Internet or telephone, for example). BFSI then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of shares to be represented at the Meeting. A Beneficial Shareholder who receives a BFSI voting instruction form cannot use that form to vote shares directly at the Meeting. The voting instruction forms must be returned to BFSI (or instructions respecting the voting of shares must otherwise be communicated to BFSI) well in advance of the Meeting in order to have the shares voted. If you have any questions respecting the voting of shares held through a broker or other intermediary, please contact your broker or other intermediary for assistance.

This Circular and accompanying materials are being sent to both registered Shareholders and Beneficial Shareholders. Beneficial Shareholders fall into two categories – those who object to their identity being known to the issuers of securities which they own ("**Objecting Beneficial Owners**", or "**OBOs**") and those who do not object to their identity being made known to the issuers of the securities they own ("**Non-Objecting Beneficial Owners**", or "**NOBOs**"). Subject to the provision of NI 54-101 issuers may request and obtain a list of their NOBO's from intermediaries via their transfer agents. If you are a Beneficial Shareholder, and the Company or its agent has sent these materials directly to you, your name, address and information about your holdings of Common Shares have been obtained in accordance with applicable securities regulatory requirements from the intermediary holding the Common Shares on your behalf. By choosing to send these materials to you directly, the Company (and not the intermediary holding on your behalf) has assumed responsibility for delivering these materials to you and executing your proper voting instructions. Please return your voting instructions as specified in the request for voting instructions.

The Company's OBOs can expect to be contacted by BFSI or their brokers or their broker's agents as set out above.

Although a Beneficial Shareholder may not be recognized directly at the Meeting for the purposes of voting shares registered in the name of his or her broker (or his or her broker's agent), a Beneficial Shareholder may attend the Meeting as proxyholder for the registered Shareholder and vote the shares as

proxyholder for the registered Shareholder by entering his or her own name in the blank space on the proxy form provided to him or her by his or her broker (or his or her broker's agent) and return it to that broker (or that broker's agent) in accordance with the broker's instructions (or the agent's instructions).

All references to Shareholders in this Circular, the enclosed Proxy and the notice of meeting are to the registered Shareholders unless specifically stated otherwise.

THE TRANSACTION: DISPOSITION OF THE COMPANY'S SOCIAL MEDIA MARKETING BUSINESS

Shareholders will be asked at the Meeting to approve the Transaction, which involves the disposition of the social media marketing business acquired by the Company on August 21, 2015. Shareholders are urged to carefully read the information in this Circular in order to make an informed decision.

Background to the Transaction

Prior to August 2015, the Company was involved in the business of acquiring and exploring resource properties. In light of the challenges, risks, and uncertainties faced by the junior mining industry, the Company determined to enter the social media marketing business by acquiring all of the issued and outstanding shares in the capital of 0969607 B.C. Ltd. ("**096**"), thereby acquiring the Brabeia social media marketing business operated by 096 (the "**Brabeia Business**").

On March 24, 2015, the Company executed a letter of intent with 096 (then named "Brabeia Inc.") to acquire all of the issued and outstanding securities of 096. The letter of intent was superseded by an agreement dated May 28, 2015 entered into between the Company, 096 and all of former holders of the shares of 096, pursuant to which the Company acquired the 096 shares. This acquisition was completed on August 21, 2015 (the "**2015 Acquisition**"). In connection with the 2015 Acquisition, the Company (i) completed a concurrent private placement which raised aggregate gross proceeds of \$923,450, (the "**Placement**") and (ii) made a \$100,000 interest free demand loan to 096 to fund an audit of 096's financial statements, expenses relating to a conference, and expenses relating to the sales of the Brabeia Business product.

Since the completion of the 2015 Acquisition, nearly all of the Company's capital (including significantly all of the net cash raised in the Placement) has been consumed by the day-to-day operation of the Brabeia Business, which has to date failed to produce positive revenues or cash-flow. For the three months ended November 30, 2015, being the first full quarter operating the Brabeia Business since the closing of the 2015 Acquisition, the Company incurred \$205,938 of operating expenses and earned revenue of \$21,129, resulting in a net loss of \$184,809.

The Company's management believes (i) that 096 shows no signs of becoming profitable in the future, and (ii) that the continued operation of the Brabeia Business is not a viable course of action for the Company and will result in the Company's insolvency, as the Company has insufficient working capital to sustain the operation of the Brabeia Business for the 2016 fiscal year. Accordingly, the Company entered into an agreement with Wattie dated February 10, 2016 (the "**February Agreement**") to sell to Wattie all of the issued and outstanding shares of 096. This agreement was superseded by an amended and restated agreement with Wattie dated March 17, 2016, a copy of which is attached to this Circular as Appendix B (the "**Transaction Agreement**").

Summary of Terms of the Transaction Agreement

The Transaction Agreement contemplates (among other things) that:

- (a) The Company will transfer all of the shares of 096 (the "**096 Shares**") to Wattie free and clear of any lien, charge or encumbrance.
- (b) In consideration for the transfer of the 096 Shares to Wattie, the Company will receive from Wattie a payment of \$100,000 (the "**Consideration Payment**"), which shall be payable in the following installments:
 - (i) a payment of \$5,000 at the closing of the Transaction (the "**Closing**");
 - (ii) two additional payments of \$5,000, each payable on the first business day of each month starting with the month after the Closing occurs;
 - (iii) three additional payments of \$10,000, each payable on the first business day of each month starting with month following payments in (ii) after the Closing occurs; and
 - (iv) a final payment of \$55,000 payable on the first business day of the sixth month following the Closing.
- (c) Shares of the Company which were issued and released to the former holders of the shares of 096 on the closing of the 2015 Acquisition will be retained by them, excepting the shares issued to Wattie, which will be returned to the Company and cancelled without payment of consideration to Wattie. It is contemplated that the Company shares issued and escrowed for later release to other former 096 shareholders on the Company meeting revenue targets will remain in escrow and ultimately will be returned to treasury and cancelled later when the various release targets related to the performance of the Brabeia Business are not met, or will otherwise be returned to treasury and cancelled.
- (d) 096 will be entitled to use the name "Brabeia" in connection with its business, and Wattie may change 096's name to a name including the word "Brabeia" prior to closing.

The February Agreement had contemplated that the Company would receive royalty payments from 096 of up to \$500,000 (the "**Royalty**") following the Closing. The Company considered the likelihood of receiving any royalty payments to be negligible, and in the interests of making a clean break from the Brabeia Business which will not require the expense and distraction of monitoring 096's activities post-Closing to determine whether Royalty payments are due, the Company agreed to amend the consideration as described above.

Another significant change from the February Agreement is the reduction of the aggregate cash consideration to be paid by Wattie for the acquisition of 096 from \$250,000 (of which \$100,000 was to be secured by Wattie) to a total payment of \$100,000 (which will be secured by Wattie). The Company agreed to this reduction of the aggregate consideration based on its assessment of the value of the Brabeia Business, its view of the likelihood of receiving the entire consideration payment which was originally contemplated, and the value to the Company of completing the disposition of 096 quickly and with minimal complications so the Company can focus its attention and limited remaining resources on pursuing new business opportunities.

Wattie is no longer a director or officer of the Company, but continues to act as the sole director and officer of 096, and will continue to manage the Brabeia Business until the Closing.

Required Approvals

Disposition of all of the Company's undertaking

As the sale of 096 is a disposition of all of the Company's undertaking, the *Business Corporations Act* (British Columbia) (the "BCBCA") requires its approval by a special resolution of 66 2/3rds of the Company's Shareholders. Wattie will not vote the 652,808 Common Shares which were released to her at the closing of the 2015 Transaction in respect of this resolution. The Company has been advised by Wattie that these are the only shares of the Company held by her, excluding shares which were escrowed at the closing of the 2015 transaction and which cannot be voted pursuant to the terms of the escrow agreement under which they are held.

Transaction not a "Related Party Transaction"

Wattie was formerly the President and Chief Executive Officer of the Company (resigned February 10, 2016) and was a former director of the Company (resigned February 12, 2016). She was neither a director nor an officer of the Company when the Transaction Agreement was approved by the Board on March 17, 2016.

Of the Common Shares which are not subject to the Performance Escrow Agreement, Wattie holds 652,808, or approximately 2.9%, of the Voting Shares. If all of the Common Shares held under the Performance Escrow Agreement were released, Wattie would hold 6,528,080 of 45,605,403 Common Shares, which would represent approximately 14.3% of the Common Shares. Due to the escrowing of the shares and the fact the release conditions of such shares have not been met, Wattie is only able to vote Common Shares held by Wattie representing 2.9% of the outstanding shares which are able to be voted at this time. Consequently, the Company does not regard Wattie as an "insider" of the Company, and the Transaction Agreement is not a "related party transaction" within the meaning of Multilateral Instrument 61-101 of the Ontario Securities Commission.

Representations, Warranties and Covenants

The Transaction Agreement contains representations and warranties made by each of the Company and Wattie in respect of certain contractual obligations. Each of Wattie and the Company also provided covenants in favour of the other which govern their respective conduct of their operations and affairs prior to completion of the Transaction.

Conditions to the Transaction

The Transaction Agreement contains certain conditions to the obligations of the Company and Wattie to complete the Transaction. Unless all of such conditions are satisfied or waived by the party or parties for whose benefit such conditions exist, the Transaction will not be completed. The following is a summary of the significant conditions contained in the Transaction Agreement:

- (a) the Company shall have received all necessary regulatory, court and third party consents, orders (both interim and final), approvals, waivers and authorizations as may be required in respect of the Transaction including, without limitation, all applicable approvals of the Canadian Securities Exchange (the "CSE") and relevant securities commissions, and all such consents and approvals to be on terms and conditions acceptable to the Company, acting reasonably;

- (b) there being no material actions, suits or proceedings outstanding, pending or threatened against either the Company or 096 at law or in equity before any federal, provincial, municipal court or other governmental department, commission, bureau, or agency; and
- (c) the Company shall have received all required and appropriate approvals of the Board and the Shareholders for:
 - (i) the Transaction;
 - (ii) the Transaction Agreement; and
 - (iii) all matters incidental thereto or as may be required to effect the Transaction.

Consents and Approvals

The Company's management and Wattie believe that all material consents, rulings, approvals and assurances required for the completion of the Transaction will be obtained prior to the effective date of the Transaction (the "**Transaction Effective Date**"); however, there can be no assurance that all of the conditions to the completion of the Transaction will be fulfilled prior to the anticipated Transaction Effective Date of May 4, 2016 or at all.

Recommendations of the Board

The Board has unanimously determined that the Transaction is fair to Shareholders, and is in the best interests of the Company and the Shareholders and has authorized the submission of the Transaction to Shareholders for approval. Accordingly, the Board unanimously recommends that the Shareholders vote FOR the resolution approving the Transaction and all other matters to be considered at the Meeting.

The members of the Board and the officers of the Company held or controlled an aggregate of 4,065,000 Voting Shares representing 18.2% of the Voting Shares (on a non-diluted basis) as at the Record Date. See "Interest of Certain Persons or Companies in Matters to Be Acted Upon." Each of the members of the Board and the officers of the Company have indicated that they intend to vote all of their Voting Shares in favour of the Transaction and all other matters to be considered at the Meeting.

Dissent Rights

*The following description of the right to dissent and appraisal to which Shareholders are entitled (the "**Dissent Rights**") is not a comprehensive statement of the procedures to be followed by a Shareholder and is qualified in its entirety by reference to Sections 237 to 247 of Division 2 of Part 8 of the BCBCA (the "**Dissent Provisions**").*

A Shareholder that fully complies with the Dissent Provisions (a "**Dissenter**") has the right to be paid the fair value of the Dissenter's Notice Shares (as defined below). A Shareholder who intends to exercise its Dissent Rights should carefully consider and comply with the provisions of the BCBCA. Failure to strictly comply with these provisions, and to adhere to the procedures established therein, may result in the loss of all rights thereunder.

Subject to Section 245(5) of the BCBCA, the Company must not make a payment to a Dissenter if there are reasonable grounds for believing that (i) the Company is insolvent, or (ii) such payment would render the Company insolvent. Accordingly, Dissenters who otherwise comply with the requirements of the Dissent Provisions and as outlined in this section may not receive payment for any Common Shares in respect of which the Shareholder is exercising the Dissent Right (the "**Notice Shares**").

Persons who are non-registered Shareholders who wish to dissent should be aware that only registered Shareholders are entitled to dissent. A registered Shareholder, such as an intermediary, who holds Common Shares as a nominee for non-registered Shareholders, some of whom wish to dissent, must exercise Dissent Rights on behalf of any non-registered Shareholders who wish to dissent with respect to the Common Shares held for such non-registered Shareholders. In such case, the Notice of Dissent (as defined below) should set forth the number of Common Shares it covers.

A registered Shareholder must give written notice of his or her dissent (a "**Notice of Dissent**") to the Company by depositing such Notice of Dissent with the Company, or mailing it to the Company at 909 Bowron Street, Coquitlam, BC, V6J 7W3, Attention: Giovanni Gasbarro, which Notice of Dissent must be received by 4:00 p.m. (Vancouver time) at least two (2) days before the date of the Meeting or any adjournment thereof.

A Shareholder who wishes to dissent must prepare a separate Notice of Dissent for (i) the Shareholder, if the Shareholder is dissenting on its own behalf, and (ii) each person who beneficially owns Common Shares registered in the Shareholder's name and on whose behalf the Shareholder is dissenting. To be valid, a Notice of Dissent must:

- (a) identify in each Notice of Dissent the person on whose behalf dissent is being exercised;
- (b) set out the number of Notice Shares, which number cannot be less than all of the Common Shares held by the beneficial holder on whose behalf the Dissent Right is being exercised;
- (c) if the Notice Shares constitute all of the Common Shares of which the Shareholder is both the registered owner and beneficial owner and the Shareholder owns no other Common Shares as beneficial owner, a statement to that effect;
- (d) if the Notice Shares constitute all of the Common Shares of which the Shareholder is both the registered and beneficial owner, but the Shareholder owns other Common Shares as beneficial owner, include a statement to that effect, and set out:
 - (i) the names of the registered owners of those other Common Shares;
 - (ii) the number of those other Common Shares that are held by each of those registered owners; and
 - (iii) a statement that Notices of Dissent are being or have been sent in respect of all those other Common Shares; and
- (e) if dissent is being exercised by the Shareholder on behalf of a beneficial owner who is not the registered Shareholder, include a statement to that effect, and set out:
 - (i) the name and address of the beneficial owner; and
 - (ii) a statement that the registered Shareholder is dissenting in relation to all of the Common Shares beneficially owned by the beneficial owner that are registered in the registered Shareholder's name.

The giving of a Notice of Dissent does not deprive a Shareholder of his or her right to vote at the Meeting on the Transaction Resolution. However, if a Shareholder votes (or instructs or is deemed, by submission of any incomplete proxy, to have instructed his or her proxy holder to vote) in favour of the Transaction

Resolution, the Shareholder is not entitled to exercise a Dissent Right with respect to the Common Shares voted, and any Dissent Notice delivered with respect to such Common Shares will be rendered invalid. For greater certainty, a vote in favour of the Transaction Resolution will effectively cancel a Notice of Dissent and eliminate the right to dissent over the Common Shares specified in the Notice of Dissent. A Shareholder may, however, vote as a proxy for another Shareholder whose proxy required an affirmative vote without affecting his or her own right to exercise the Dissent Right. A vote against the motion to approve the Transaction Resolution or the execution or exercise of a proxy does not constitute a Notice of Dissent.

If the Company intends to act on the authority of the Transaction Resolution, it must send a notice (the "**Notice to Proceed**") to each Shareholder that delivered a Notice of Dissent promptly after the later of:

- (a) the date on which the Company forms the intention to proceed, and
- (b) the date on which the Notice of Dissent was received.

The Notice to Proceed must be dated not earlier than the date on which it is sent and state that the Company intends to act on the authority of the Transaction Resolution and advise the Shareholder of the manner in which dissent is to be completed.

On receiving a Notice to Proceed, if the Shareholder wishes to proceed with the dissent, the Shareholder must, within one month of the Notice to Proceed, send to the Company or its transfer agent for the Notice Shares the following items:

- (a) a written statement that the Shareholder requires the Company to purchase all of the Notice Shares;
- (b) the certificates, if any, representing the Notice Shares, and
- (c) in the case of a dissent being exercised by a Shareholder on behalf of a beneficial owner, a written statement signed by the beneficial owner on whose behalf the dissent is being exercised and set out whether or not the beneficial owner is the beneficial owner of other Common Shares, and, if so, setting out the names of the registered owners of those other Common Shares, the number of other Common Shares held by each registered owner, and a statement that a dissent is being exercised in respect of all those other Common Shares,

(together, the "**Notice of Completion**").

If the Shareholder does not send the Notice of Completion, the right of the Shareholder to dissent with respect to the Notice Shares ceases and the Notice of Dissent is no longer valid.

Upon receipt by the Company of a valid Notice of Completion, the Shareholder (now a Dissenter) has satisfied its obligations under the Dissent Provisions and the Notice Shares held by the Dissenter will be deemed to have been transferred to the Company (free of any claims) and cancelled and the Dissenter will cease to have any rights as a Shareholder other than the right to be paid by the Company the fair value of the Dissenter's Notice Shares in accordance with the Dissent Provisions.

The Company and the Dissenter may agree on the amount of the payout value of Notice Shares and, in that event, the Company must either promptly pay that amount to the Dissenter or send a notice to the Dissenter stating that the Company is unable to lawfully pay the Dissenter for the Dissenter's Notice Shares as the Company is insolvent or the payment would render the Company insolvent.

If the Company and the Dissenter do not agree on the amount of the payout value of the Notice Shares, the Dissenter or the Company may apply to the Supreme Court of British Columbia (the "**Court**") and the Court may:

- (a) determine the payout value of the Notice Shares or order that the payout value of the Notice Shares be established by arbitration or by reference to the registrar or a referee of the Court;
- (b) join in the application each Dissenter who has not agreed with the Company on the amount of the payout value of Notice Shares; and
- (c) make consequential orders and give directions it considers appropriate.

Promptly after a determination of the payout value of Notice Shares has been made, the Company must either pay that amount to the Dissenter or send a notice to the Dissenter that the Company is unable lawfully to pay the Dissenter for the Dissenter's Notice Shares as the Company is insolvent or the payment would render the Company insolvent. If the Dissenter receives a notice that the Company is unable to lawfully pay the Dissenter for the Dissenter's Notice Shares, whether the payout value was determined by agreement between the Company and the Dissenter or pursuant to a court order, the Dissenter may, within thirty (30) days after receipt, withdraw the Dissenter's Notice of Dissent. If the Notice of Dissent is not withdrawn, the Dissenter remains a claimant against the Company to be paid as soon as the Company is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the Company but in priority to Shareholders.

Any notice required to be given by the Company or a Shareholder to the other in connection with the exercise of the Dissent Rights that is mailed will be deemed to have been received, on the day, Saturdays, Sundays and holidays excepted, following the date of mailing.

Risks Associated with the Transaction

In evaluating the Transaction, Shareholders should carefully consider the following risk factors relating to the Transaction. The following risk factors are not a definitive list of all risk factors associated with the Transaction. Additional risks and uncertainties, including those currently unknown or considered immaterial by the Company, may also adversely affect the Common Shares and/or the business of the Company following the Transaction.

No assurance that the Transaction will be completed

Completion of the sale of 096 pursuant to the Transaction remains subject to a number of conditions, including, but not limited to, approval by special resolution of the Shareholders, satisfaction of standard closing conditions for transactions of this nature. There can be no assurance that the Transaction will be completed as proposed or at all.

The Company may fail to receive the entirety of the Consideration Payment

Only \$5,000 of the Consideration Payment will be made at the Closing. Accordingly, while the Consideration Payment will be secured by Wattie, there is a risk that the Company will not recover the balance of the Consideration Payment.

Trading of the Common Shares remains halted and the Common Shares may be delisted

Trading in the Common Shares on the CSE was halted pursuant to a cease trade order made by the British Columbia Securities Commission on February 4, 2016 (the "CTO"). The CTO was revoked on March 1, 2016. However, trading in the Common Shares remains halted pursuant to the rules and policies of the CSE in effect as of the date hereof (the "CSE Policies"). Upon closing of the Transaction, the Company will not meet the requirements for listing under the CSE Policies (the "Listing Requirements") and trading in the Common Shares will continue to be halted pending the Company acquiring a new business and otherwise meeting the Listing Requirements, and there is no assurance that this will happen. Accordingly, there may be no market on which the Common Shares may be traded.

Potential payments made pursuant to the Dissent Rights could have a material adverse effect on the Company's financial position and liquidity

Shareholders have the right to exercise Dissent Rights in respect of the Transaction and demand payment equal to the fair value of their Common Shares in cash. If such Dissent Rights are exercised, the Company's remaining cash may be depleted. As such, any exercise of Dissent Rights is likely to have a material adverse effect on the Company's financial position and liquidity.

The Company has limited funds and may be unable to obtain financing

Substantially all of the Company's cash has been depleted by the Brabeia Business. Accordingly, the Company may need additional financing soon. If the Company is unable to secure additional financing, it may be difficult or impossible to find, develop and operate new business opportunities. The Company does not believe financing can be obtained prior to the disposition of the Brabeia Business.

Failure to complete the Transaction could negatively impact the market price of the Common Shares and future business and financial results

If the Transaction is not completed for any reason, the Company's ongoing business and financial results may be adversely affected. The Company believes that the disposition of the Brabeia Business is a necessary first step in rebuilding the Company and putting it in a position to identify and pursue new business opportunities which may create value for the Company and the Shareholders.

The Company may not be able to find, develop and operate new business opportunities

The ability to find, develop and operate a new business is subject to many risks and uncertainties. If the Company is not able to find new business opportunities, the value and the price of the Common Shares could be adversely affected. If equity financing is required to secure or develop a new business opportunity, such financings are not guaranteed and, if completed, could result in significant additional dilution to existing Shareholders.

MATTERS TO BE ACTED ON AT THE MEETING

Approval of the Transaction

The Transaction Agreement contemplates the disposition of all of the Company's undertaking. The BCBCA requires such a disposition be approved by a special majority of 66 2/3rds of the Shareholders.

At the Meeting, Shareholders will be asked to consider and, if deemed advisable, to approve and authorize as a special resolution of the Company's shareholders the following resolution (the "Transaction Resolution"):

"BE IT RESOLVED THAT:

1. the sale to Tracy Wattie ("**Wattie**") of all of the issued and outstanding shares of 0969607 B.C. Ltd. pursuant to the March 17, 2016 share purchase agreement (the "**Transaction Agreement**"), between the Company and Wattie, which will constitute the sale of all or substantially all of the undertaking of the Company, be and is hereby approved;
2. notwithstanding that this resolution has been duly passed by the shareholders of the Company, the board of directors of the Company be and is hereby authorized and empowered, without further notice to, or approval of, the shareholders of the Company, to amend the Transaction Agreement or not to proceed with the transactions contemplated by the Transaction Agreement; and
3. any one (1) director or officer of the Company is hereby authorized and directed to do all things and to execute all instruments, documents as in their opinion may be necessary or desirable in order to give effect to this resolution including but without limitation making any necessary filings with the CSE and any other regulatory authorities.

The Board unanimously determined that the Transaction is in the best interests of the Company and the Shareholders and authorized the submission of the Transaction to Shareholders for approval.

The Board has unanimously approved the Transaction and recommends that Shareholders vote FOR the Transaction Resolution. In order to be effective, the Transaction Resolution requires approval of a special resolution of 66 2/3rds of the votes cast in respect thereof in person or by proxy at the Meeting. The Named Proxyholders, if appointed as proxies, intend to vote FOR the Transaction Resolution.

Other Matters to be Brought Before the Meeting

Management of the Company is not aware of any matter to come before the Meeting other than the matters referred to in the Notice of Meeting. However, if any other matter properly comes before the Meeting, the accompanying Proxy confers discretionary authority to vote with respect to amendments or variations to matters identified in the Notice of Meeting and with respect to other matters that may properly come before the Meeting.

GENERAL MATTERS

Auditor, Transfer Agent and Registrar

Auditor

The auditor of the Company is Davidson & Company LLP, Chartered Accountants at 1200 - 626 Granville Street, Vancouver, BC, V7Y 1G6.

Transfer Agent and Registrar

The transfer agent and registrar of the Company is Computershare Investor Services Inc., at 100 University Avenue, 8th Floor, Toronto, ON, M5J 2Y1.

Additional Information

The Company is a reporting issuer in the Provinces of British Columbia, Alberta and Ontario. As a result, the Company files annual and other information with the local securities commissions and regulatory authorities of each of the above named provinces. The Canadian securities regulatory authorities maintain a website named "SEDAR" that contains reports, proxy and other information regarding issuers that file with the securities regulatory authorities. The Company's filings can be found on the SEDAR website at www.sedar.com.

Material Contracts

The Company has not entered into any material contracts and will not enter into any material contracts prior to completion of the Transaction other than the Transaction Agreement.

Information and Approval of the Board

The information contained or referred to in this Circular with respect to the Company has been furnished by the Company. The contents of this Circular have been approved by the Board. The Board has also approved the delivery of this Circular to Shareholders.

DATED at Vancouver, British Columbia, this 4th day of April, 2016.

BY ORDER OF THE BOARD OF DIRECTORS

"Giovanni Gasbarro"

Giovanni Gasbarro

APPENDIX A
Transaction Agreement

See attached.

Seahawk Ventures Inc.
909 Bowron Street
Coquitlam, British Columbia
V3J 7W3

March 17, 2016

CONFIDENTIAL

Tracy Wattie
1174 Fir Street
White Rock, British Columbia
V4B 4A9

Dear Tracy,

Re: Amended and Restated Agreement for Sale of 0969607 BC Ltd. ("096")

This agreement will serve as a binding agreement (the "**Agreement**") between Seahawk Ventures Inc. ("**Pubco**") and Tracy Wattie ("**Wattie**") for the purchase by Wattie of all of the issued and outstanding shares of 096 from Pubco (the "**Transaction**"). This agreement amends and restates the February 10, 2016 agreement between Pubco and Wattie for the purchase by Wattie of the 096 shares.

096 is a private company which carries on a social media marketing business under the name "Brabeia". 096 was acquired by Pubco from Wattie and other former shareholders of 096 in a transaction which closed on August 21, 2015 (the "**2015 Acquisition**").

This Agreement is binding upon the parties hereto until terminated in accordance with the provisions hereof.

In consideration of the mutual promises and covenants contained herein, Pubco and Wattie agree as follows:

1. Acquisition of 096 Shares

- (a) Pubco will transfer all of the shares of 096 (the "**Purchased Shares**") to Wattie free and clear of any lien, charge or encumbrance ("**Encumbrances**") of which the members of the Board of Directors of Pubco have knowledge.
- (b) In consideration for the transfer of the Purchased Shares to Wattie, Pubco will receive from Wattie a payment of \$100,000 (the "**Consideration Payment**"), which shall be payable in the following installments:
 - i) a payment of \$5,000 at the closing of the Transaction (the "**Closing**");
 - ii) two additional payments of \$5,000, each payable on the first business day of each month starting with the month after the Closing occurs;
 - iii) three additional payments of \$10,000, each payable on the first business day of each month starting with month following payments in (ii) after the Closing occurs; and

- iv) a final payment of \$55,000 payable on the first business day of the sixth month following the Closing.

For clarity, if the Closing takes place in April 2016, the two payments described in section 1(b)(ii) will be due on May 2, June 1 and the three payments described in 1(b)(iii) will be due on July 4, August 2, and September 1, 2016, respectively, and the final payment described in section 1(b)(iii) will be due on October 3, 2016.

- (c) The Consideration Payment will be secured against Wattie's interest in her house at 15552 Vista Drive, White Rock, British Columbia V4B 1E1 (the "**House**"), which security (the "**Security**") shall be subordinate to any security outstanding against the House as at the date of this Agreement, but which shall have priority to any future security Wattie may grant in respect of her interest in the House.
- (d) Shares of Pubco which were issued and released to the former holders of the shares of 096 on the closing of the 2015 Acquisition will be retained by them, excepting the shares issued to Wattie, which will be returned to Pubco and cancelled without payment of consideration to Wattie. It is contemplated that the Pubco shares issued and escrowed for later release to other former 096 shareholders on Pubco meeting revenue targets will remain in escrow and ultimately will be returned to treasury and cancelled later when the various release targets are not met, or will otherwise be returned to treasury and cancelled.
- (e) 096 will be entitled to use the name "Brabeia" in connection with its business, and Wattie (as the sole director of 096) may change 096's name to a name including the word "Brabeia" prior to the Closing. Pubco will provide any consents required by Wattie in connection with such name change.
- (f) Pubco will call a shareholders' meeting to obtain approval for the Transaction as soon as reasonably practicable following the parties entering into this Agreement, and the Closing will take place on a date to be agreed by the parties as soon as reasonably practicable following receipt of shareholder approval and satisfaction or waiver of the conditions set out in section 2 below.
- (g) Wattie will conduct the business of 096 in the ordinary course prior to the Closing.
- (h) Prior to the Closing, Wattie and 096 will communicate with any persons with whom they are proposing to enter into any contract that while 096 is presently a wholly owned subsidiary of Pubco, it is very likely Wattie will soon be buying 096 from Pubco and in the interim Wattie is operating the business of 096 without involvement of Pubco, which is a separate company entirely. .
- (i) Prior to and following the Closing, Wattie will provide and will cause 096 to provide any documents, financial records or other materials relating to the business of 096 in her or its possession, as the case may be, and which are required by Pubco to prepare any financial statements or prepare any public disclosure which it is required to make pursuant to applicable securities laws. Pubco acknowledges that Wattie has previously provided certain documents and financial records to it relating to the business of 096.
- (j) Prior to and following the Closing, Pubco will provide any and all original documents, company records, financial records, Quickbooks or other materials relating to the business of 096 delivered to Pub Co since August 21, 2015.
- (k) Pubco represents to Wattie that it has not encumbered or disposed of any of the assets of 096, and that it has not purported to terminate any contract to which 096 is a party, except in each case as may otherwise be known to Wattie

- (l) Pubco advises that its only contractual obligations are for the acquisition of and divestiture of 096 from Pubco and to pay its legal counsel Stikeman Elliott LLP, its accountants Davidson & Co. LLP and Andrea Yuan, its registrar and transfer agent Computershare Trust Company of Canada, certain printing and mailing fees incurred in connection with its 2016 annual general meeting, and its filing fees with the Canadian Securities Exchange and with the Canadian securities regulators in provinces in which it is a “reporting issuer” (the “Contracts and Filing Fees”), and has advised that it has no employees.
- (m) Pubco and Wattie agree to equally share in the payment of the outstanding account in the amount of \$3000 for Jimmy Tang and Wattie agrees to pay the outstanding account for Malaspina.
- (n) Wattie represents to Pubco that she is unaware of any other contractual obligations of Pubco other than 1(l) and 1(m).

2. Conditions to the Transaction

The obligations of Pubco to proceed with the Transaction will be subject to the following conditions being satisfied or waived by it prior to the Closing and the parties shall diligently and in good faith seek the satisfaction of the following conditions:

- (a) Pubco shall have received all necessary regulatory, court and third party consents, orders (both interim and final), approvals, waivers and authorizations as may be required in respect of the Transaction including, without limitation, all applicable approvals of the CSE and relevant securities commissions, and all such consents and approvals to be on terms and conditions acceptable to Pubco, acting reasonably;
- (b) there being no material actions, suits or proceedings outstanding, pending or threatened against either Pubco or 096 at law or in equity before any federal, provincial, municipal court or other governmental department, commission, bureau, or agency;
- (c) Pubco shall have received all required and appropriate approvals of its boards of directors and shareholders for:
 - i) this Agreement;
 - ii) the Transaction;
 - iii) all matters incidental thereto or as may be required to effect the Transaction.
- (d) Pubco will provide Wattie with a certificate dated as of the Closing date confirming that the representation in section 1(k) is true at the Closing.
- (e) Wattie will provide Pubco with a certificate dated as of the Closing date confirming that the representation in section 1(n) is true at the Closing.
- (f) Pubco will have received evidence satisfactory to it (acting reasonably) that the Security is in place.

3. Press Release and Continuous Disclosure

Neither party hereto will issue any press release or make any other public announcement relating to the Transaction contemplated by this Agreement without the prior consent of the other party hereto, except that either party may make any disclosure required to be made by it under applicable law, CSE policies or

other regulatory policies, if such party determines in good faith that it is appropriate to do so and gives prior notice to the other party.

4. Costs and Expenses

Except as provided for herein, the parties agree that all third party costs and expenses incurred by the parties in connection with the matters and the Transaction contemplated hereby, including without limitation, all legal, accounting, tax, and financial advisor fees (collectively, the “**Fees and Expenses**”), shall be borne by the party that incurs the same.

5. Termination

The mutual obligations set forth herein shall terminate in the event that:

- (a) any applicable regulatory authority or the CSE having indicated to Pubco that it will not permit the Transaction to proceed;
- (b) the conditions in section 2 have not been satisfied or waived in writing by Pubco by the Closing; and
- (c) as otherwise agreed in writing by the parties hereto;

provided, however, that sections 3, 4, 5 and 6(a) shall survive any such termination.

6. General Provisions

- (a) All agreements and other documents will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable in such province and the parties hereto irrevocably attorn to the jurisdiction of the courts of such province.
- (b) The parties hereto agree that this Agreement constitutes the entire agreement and understanding between them with respect to the subject matter hereof and supersedes any prior agreement, representation or understanding with respect thereto.
- (c) No party hereto may transfer or assign its rights or obligations hereunder without the prior written consent of the other parties hereto.
- (d) This letter may be signed in two or more counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together will constitute one and the same agreement.

If the foregoing accurately sets forth your understanding, please indicate so by executing and returning a copy of this Agreement to Pubco by courier or by email on or before 5:00 pm (Vancouver time) on March 17, 2016.

Yours very truly,

SEAHAWK VENTURES INC.

Per: "Bruno Gasbarro"
Authorized Signatory

Acknowledged and agreed to this 17th day of March, 2016.

"Tracy Wattie"
Tracy Wattie

