LYNNWOOD CAPITAL INC.

NOTICE OF SPECIAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN that the Special Meeting (the "**Meeting**") of Shareholders of Lynnwood Capital Inc. (the "**Corporation**") will be held at the offices of Garfinkle Biderman LLP at 801 – 1 Adelaide Street East, Toronto, Ontario, M5C 2V9, on Monday, the 13th day of May, 2013, at the hour of 10:30 a.m. (Toronto time) for the following purposes:

1. to consider, and if thought appropriate, to pass, with or without variation, an ordinary resolution (the text of which is disclosed in Section 9(i) of the accompanying management information circular of the Corporation dated April 10, 2013 (the "**Circular**")) approving the Amalgamation (as such term is defined in the Circular) as the alternate use of the assets of the Corporation pursuant to the policies of the TSX Venture Exchange, as more particularly described in the Circular;

2. to consider, and if thought appropriate, to pass, with or without variation, an ordinary resolution fixing the number of directors of the Corporation at five (5), only if the Amalgamation is completed, all as more particularly described in the Circular;

3. to consider, and if thought appropriate, to pass, with or without variation, an ordinary resolution replacing the three incumbent directors of the Corporation with five new directors, only if the Amalgamation is completed, all as more particularly described in the Circular;

4. to consider, and if thought appropriate, to pass, with or without variation, an ordinary resolution (the text of which is disclosed in Section 9(iv) of the Circular approving a new stock option plan, only if the Amalgamation is completed, all as more particularly described in the Circular; and

5. to transact such further or other business as may properly come before the said meeting or any adjournment or adjournments thereof.

A copy of the Circular and a form of proxy accompany this Notice of Meeting and are available to the public on the SEDAR website at www.sedar.com.

The record date for the determination of shareholders entitled to receive notice of and to vote at the Meeting is April 8, 2013 (the "**Record Date**"). Shareholders of the Corporation whose names have been entered on the register of shareholders at the close of business on the Record Date will be entitled to receive notice of and to vote at the Meeting.

A shareholder may attend the Meeting in person or may be represented by proxy. Shareholders who are unable to attend the Meeting or any adjournment thereof in person are requested to date, sign and return the accompanying form of proxy for use at the Meeting or any adjournment thereof. To be effective, the enclosed proxy must be mailed so as to reach or be deposited with Computershare Investor Services Inc., 100 University Avenue, 9th floor, Toronto, Ontario, M5J 2Y1, facsimile: (416) 263-9524, not later than forty-eight (48) hours (excluding Saturdays, Sundays and holidays) prior to the time set for the Meeting or any adjournment thereof.

The instrument appointing a proxy must be in writing and must be executed by the shareholder or his or her attorney authorized in writing or, if the shareholder is a corporation, under its corporate seal by an officer or attorney thereof duly authorized.

The individuals named in the enclosed form of proxy are directors and/or officers of the Corporation. Each shareholder has the right to appoint a proxyholder other than such individuals, who need not be a shareholder, to attend and to act for such shareholder and on such shareholder's behalf at the Meeting. To exercise such right, the names of the nominees of management should be crossed out and the name of the shareholder's appointee should be legibly printed in the blank space provided.

DATED this 10th day of April, 2013.

BY ORDER OF THE BOARD

(signed) "Robert Lipsett"
Chief Executive Officer

INFORMATION CIRCULAR

FOR THE SPECIAL MEETING OF SHAREHOLDERS OF LYNNWOOD CAPITAL INC.

(this information is given as of April 10, 2013)

1. SOLICITATION OF PROXIES

This Information Circular is provided in connection with the solicitation of proxies by the management of Lynnwood Capital Inc. (the "Corporation") for use at the Special Meeting of the Shareholders of the Corporation (the "Meeting"), to be held on May 13, 2013, at the place and time and for the purposes set forth in the Notice of Special Meeting of Shareholders (the "Notice of Meeting") and at any adjournment thereof. This solicitation is being made primarily by mail, but proxies may also be solicited by directors, officers or employees of the Corporation. The cost of the solicitation of proxies will be borne by the Corporation.

2. APPOINTMENT OF PROXYHOLDERS

The persons named in the enclosed form of proxy are directors and officers of the Corporation. **A shareholder has the right to appoint a person other than the persons named in the enclosed forms of proxy to attend and vote for him or her at the Meeting.** In order to do so, the shareholder may cross out the names printed in these forms of proxy and insert such person's name in the blank space provided thereon or complete another form of proxy. In either case, the duly completed forms of proxy must be delivered to the Corporation, c/o Computershare Investor Services Inc., 100 University Avenue, 9th floor, Toronto, Ontario, M5J 2Y1, facsimile: (416) 263-9524, not later than 48 hours (excluding Saturdays, Sundays and statutory holidays) prior to the commencement of the Meeting or any adjournment thereof or the Secretary of the Meeting, on the day of the Meeting or any adjournment thereof. It is not necessary to be a shareholder in order to act as a proxy.

3. REVOCATION OF PROXIES

A shareholder may revoke his proxy at any time, relating to any question for which the voting right granted by the proxy has not yet been exercised, by instrument in writing executed by the shareholder or by his attorney authorized in writing or, if the shareholder is a corporation, by an officer or attorney thereof duly authorized. Such revocation must be deposited with the Corporation, c/o Computershare Investor Services Inc., 100 University Avenue, 9th floor, Toronto, Ontario, M5J 2Y1, facsimile: (416) 263-9524, at any time up to an including the day preceding the day of the Meeting, or with the Chairman or Secretary of the Meeting on the day of the Meeting, or in any other manner permitted by law.

4. EXERCISE OF PROXY

The voting rights attached to the common shares in the capital of the Corporation (the "**Common Shares**") represented by proxies will be voted or withheld from voting in accordance with the instructions indicated therein. **If no instructions are given, the voting rights attached to said Common Shares will be exercised by those persons designated in the form of proxy and will be voted IN FAVOUR of all the matters described therein.**

The enclosed form of proxy confers discretionary voting authority upon the persons named therein with respect to amendments to matters identified in the Notice of Meeting, and with respect to such matters as may properly come before the Meeting. As of the date hereof, management of the Corporation knows of no such amendments or other matters to come before the Meeting.

5. NON-REGISTERED HOLDERS

Only registered shareholders or duly appointed proxyholders are permitted to vote at the Meeting. Shareholders who do not hold their Common Shares in their own name (the "Beneficial Shareholders") are advised that only proxies from shareholders of record can be recognized and voted at the Meeting. Beneficial Shareholders who complete and return an instrument of proxy must indicate thereon the person (usually a brokerage house) who holds their Common Shares as a registered shareholder. Every intermediary (broker) has its own mailing procedure, and provides its own return instructions, which should be carefully followed. The instrument of proxy supplied to Beneficial Shareholders is identical to that provided to registered shareholders. However, its purpose is limited to instructing the registered shareholder how to vote on behalf of the Beneficial Shareholder.

If Common Shares are listed in an account statement provided to a shareholder by a broker, then in almost all cases those Common Shares will not be registered in such shareholder's name on the record of the Corporation. Such Common 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 Common Shares are registered under the name of CDS & Co. (the registration name for the Canadian Depository for Securities, which company acts as nominee for many Canadian brokerage firms). Common Shares held by brokers or their nominees can only be voted (for or against resolutions) upon the instructions of the Beneficial Shareholder. Without specific instructions, brokers/nominees are prohibited from voting shares for their clients. The directors and officers of the Corporation do not know for whose benefit the shares registered in the name of CDS & Co. are held.

Under National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer*, brokers and other intermediaries are required to request voting instructions from Beneficial Shareholders prior to shareholder meetings. Brokers and other intermediaries have their own procedures and provides its own return instructions, which should be carefully followed by Beneficial Shareholders in order to ensure that their Common Shares are voted at the Meeting. In Canada, most brokers now delegate the responsibility of obtaining their clients' instructions to Broadridge Investor Communications Inc. ("**BIC**"). Beneficial Shareholders who receive a voting instruction form from BIC may not use the said form to vote directly at the Meeting. If you have questions on how to exercise voting rights attached to shares held through a broker or other intermediary, please contact the broker or intermediary directly.

Although a Beneficial Shareholder will not be recognized at the Meeting for the purposes of directly exercising voting rights attached to shares registered in the name of his broker (or a representative thereof), he may attend the Meeting as proxy of the registered shareholder and, as such, exercise the voting rights attached to such shares.

Unless otherwise indicated in this Information Circular and in the form of proxy and Notice of Meeting attached hereto, shareholders shall mean registered shareholders.

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

Except as described elsewhere in this Information Circular, management of the Corporation is not aware of any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, of (a) any director or executive officer of the Corporation, (b) any proposed nominee for election as a director of the Corporation, and (c) any associates or affiliates of any of the persons or companies listed in (a) and (b), in any matter to be acted on at the Meeting.

7. VOTING SECURITIES AND PRINCIPAL HOLDERS

As at the date hereof, the Corporation had 5,650,000 Common Shares outstanding, representing the Corporation's only securities with respect to which a voting right may be exercised at the Meeting. Each Common Share carry's the right to one vote at the Meeting. A quorum for the transaction of business at the Meeting is two shareholders, or one or more proxyholders representing two shareholders, or one shareholder and a proxyholder representing another shareholder, holding or representing not less than five percent (5%) of the issued and outstanding Common Shares enjoying voting rights at the Meeting.

The record date to determine the shareholders' eligibility to receive the Notice of Meeting and vote at the Meeting was fixed at April 8, 2013 (the "**Record Date**").

To the knowledge of the directors and senior officers of the Corporation as at the date hereof, based on information provided on the System for Disclosure by Insiders (SEDI) and on information filed by third parties on the System for Electronic Document Analysis and Retrieval (SEDAR), no person or corporation beneficially owned, directly or indirectly, or exercised control or discretion over, voting securities of the Corporation carrying more than 10% of the voting rights attached to any class of voting securities of the Corporation, other then the following:

Name	Number of Common Shares	Percentage of Common Shares
Yewbrook Capital Inc., Vancouver, BC [(1)]	3,000,000	53.10%

Notes:

(1) Yewbrook Capital Inc. is a corporation wholly owned and controlled by Greg Hryhorchuk, Carl Pescio, Janet Pescio and Robert Lipsett. In addition, Mr. Lipsett and Mr. Hryhorchuk each directly hold 50,000 Common Shares.

8. BUSINESS COMBINATION WITH TANTALEX CORPORATION

As announced on May 9, 2012, June 11, 2012, July 9, 2012, October 4, 2012, and March 29, 2013, the Corporation, a "capital pool company" as defined under Policy 2.4 – *Capital Pool Companies* ("**TSXV Policy 2.4**") of the TSX Venture Exchange (the "**TSXV**"), entered into an agreement (the "**Revised Letter Agreement**") dated March 18, 2013 and executed March 20, 2013, for the arm's length acquisition of 100% of the common shares (the "**Tantalex Shares**") of Tantalex Corporation ("**Tantalex**"), a company incorporated under the *Canada Business Corporations Act*. The Revised Letter Agreement supersedes and replaces the letter agreement (the "**Letter Agreement**") dated May 9, 2012 between the Corporation and Tantalex, previously announced on

May 9, 2012, June 11, 2012, July 9, 2012 and October 4, 2012, which was meant to qualify as the Corporation's Qualifying Transaction (as such term is defined in TSXV Policy 2.4).

Tantalex is a mining exploration corporation, which was incorporated on October 5, 2011 for the purpose of acquiring Tantalum mining properties in Central African countries. Tantalex is headquartered in Montreal, Quebec and is not a reporting issuer.

In 2011, Tantalex entered the Republic of Congo ("**ROC**") with the objective to acquire Tantalum exploration projects. On October 22, 2011, Tantalex entered into a share purchase agreement to purchase all of the issued and outstanding shares of SADEM-CONGO SARL ("**SADEM**") through its wholly-owned subsidiary Sandstone Worldwide Ltd. SADEM is a limited liability corporation registered under Congolese laws which owns 100% of a 6,000 km2 Tantalum mining concession in the ROC located approximately 300 km north of Pointe Noire, the second largest city in the ROC. Pursuant to the acquisition of SADEM, Tantalex retained the services of IOS Geoscientifique, an independent geologist advisory firm, for the purpose of preparing a National Instrument 43-101 compliant technical report.

TSXV Policy 2.4 requires capital pool companies, such as the Corporation, to complete a Qualifying Transaction within two years of listing. Accordingly, the Corporation was required to complete a Qualifying Transaction by no later than July 6, 2012. Effective July 10, 2012 trading in the Common Shares was suspended for failure to complete a Qualifying Transaction within the time prescribed by TSXV Policy 2.4.

As a result, the Exchange placed the Corporation on notice to delist and that, in order to avoid delisting, it must complete a Qualifying Transaction by October 4, 2012 (the "**Delisting Deadline**") or transfer its listing to NEX. NEX is a distinct trading board of the Exchange designed for listed issuers which were previously listed on the Toronto Stock Exchange or the Exchange that have been unable to meet the ongoing financial listing standards of those markets. NEX provides a trading forum for publicly listed shell companies while they seek and undertake transactions which will result in it carrying on an active business.

Effective the opening of market on October 5, 2012 the Common Shares commenced trading on the NEX under the ticker symbol "LCI.H". The Common Shares continued to be suspended, pending completion of its proposed Qualifying Transaction with Tantalex.

Pursuant to the Revised Letter Agreement, the Corporation and Tantalex still intend on combining their businesses by means of a triangular amalgamation (the "**Amalgamation**"). The Amalgamation will effectively provide for the acquisition of all of the outstanding equity interests of Tantalex by the Corporation indirectly through a wholly owned federally incorporated subsidiary of Lynnwood (the "**Amalgamation Entity**") in a transaction in which the shareholders of Tantalex will receive Common Shares and, if applicable, convertible securities of the Corporation. As a result of the Amalgamation of Amalgamation Entity and Tantalex (the "**Amalgamated Corporation**"), the Corporation will become the sole beneficial owner of all of the outstanding shares of Amalgamated Corporation. The Amalgamation will result in the Corporation issuing to Tantalex shareholders one common share of the Corporation for each Tantalex share held, and the convertible securities of Tantalex will be exchanged for convertible securities of the Corporation on the same terms and conditions attached to such convertible securities prior to the Amalgamation.

Pursuant to the terms of the Revised Letter Agreement, the Corporation is required to (i) delist the 5,650,000 Common Shares issued and outstanding from the TSXV (the "**Delisting**") resulting in the cancellation of 3,600,000 Common Shares held by Non-Arm's Length Parties (as such term is defined by the policies of the TSXV) to the Corporation pursuant to the policies of the TSXV and resulting in an aggregate of 2,050,000 Common Shares (assuming no existing convertible securities of the Corporation are exercised) following completion of the Delisting, (ii) consolidate (the "**Consolidation**") its securities resulting in an aggregate of approximately (subject to rounding) 1,118,731 Common Shares (assuming no existing convertible securities of the Corporation are exercised) following completion of the Consolidation, (iii) seek approval to list the Common Shares on the Canadian National Stock Exchange (the "**CNSX**").

The Corporation currently has 5,650,000 Common Shares issued and outstanding. On August 23, 2012, shareholders of the Corporation approved the consolidation of the 5,650,000 Common Shares into 3,083,333 Common Shares. As a condition of the Amalgamation pursuant to the Revised Letter Agreement, the Corporation is required to complete the Delisting resulting in the cancellation of 3,600,000 of the 5,650,000 issued and outstanding Common Shares held by Non-Arm's Length Parties, as follows:

Yewbrook Capital Inc.	3,000,000
0703426 B.C. Ltd.	450,000
Greg Hryhorchuk	50,000
Robert Lipsett	50,000
George Brazier	50,000

Yewbrook Capital Inc. is a corporation wholly owned and controlled by Greg Hryhorchuk (former director of the Corporation), Carl Pescio (a director of the Corporation), Janet Pescio (spouse of Carl Pescio) and Robert Lipsett (the President, Chief Executive Officer and a director of the Corporation). 0703426 B.C. Ltd. is a corporation wholly owned and controlled by Foo Chan (the Chief Financial Officer and Secretary of the Corporation).

As a condition of the Amalgamation it is now required that the Common Shares issued and outstanding upon completion of the Delisting, namely, 2,050,000 (held by the subscribers to the Corporation's initial public offering and the agent for the Corporation's initial public offering) be consolidated into 1,118,731 Common Shares. This is the same number of shares such shareholders would have received had 5,650,000 Common Shares been consolidated into 3,083,333 Common Shares as previously contemplated. The following table illustrates the effect of the consolidations:

			Consolidation (subject to rounding)	
Original Shareholder	**Post IPO**	**NEX Transfer**	**Approved August 23, 2012**	**Proposed upon completion of Delisting and cancellation of 3,600,000 Common Shares**
Yewbrook Capital Inc.	6,000,000	3,000,000	1,637,168	Nil
0703426 B.C. Ltd.	900,000	450,000	245,575	Nil
Greg Hryhorchuk	100,000	50,000	27,286	Nil
Robert Lipsett	100,000	50,000	27,286	Nil
George Brazier	100,000	50,000	27,286	Nil
IPO Subscribers	2,000,000	2,000,000	1,091,445	1,091,445
IPO Agent	50,000	50,000	27,286	27,286
	9,250,000	**5,650,000**	**3,083,332**	**1,118,731**

A consolidation of the Common Shares may be effected by resolution of the directors of the Corporation. However, as a consolidation of shares requires shareholder approval pursuant to the policies of the TSXV, the Corporation asked shareholders to approve the original consolidation on August 23, 2012. As the proposed consolidation is anticipated to be effected after the Delisting and after the 3,600,000 Common Shares held by Non-Arm's Length Parties are cancelled, the Corporation is not seeking shareholder approval for the proposed consolidation.

Upon completion of the Delisting and Consolidation, there will be 1,118,731 Common Shares issued and outstanding and convertible securities (options) exercisable for 405,199 Common Shares. Currently there are 25,874,630 Tantalex Shares issued and outstanding and convertible securities exercisable for, or convertible into, 14,098,963 Tantalex Shares, not taking into account the Tantalex Shares to be issued pursuant to the Private Placement (defined below).

Accordingly, upon closing of the Amalgamation, it is anticipated that the Corporation will issue an aggregate of 40,874,630 Common Shares to the shareholders of Tantalex (including an aggregate of up to 15,000,000 Common Shares to purchasers in connection with the proposed Private Placement, assuming the maximum Private Placement is achieved), and 75,000 Common Shares pursuant to the Consulting Agreement (defined below).

Following completion of the Amalgamation the former shareholders of Tantalex will own approximately 61.51% of the Common Shares, current shareholders of the Corporation will hold approximately 2.66% of the Common Shares, the consultant pursuant to the Consulting Agreement will hold approximately 0.18% of the Common Shares and purchasers under the Private Placement will hold approximately 35.66% of the Common Shares (assuming the Private Placement is fully subscribed).

The Amalgamation is an arm's length transaction and therefore is not a related party transaction.

Following completion of the Amalgamation, the Amalgamated Corporation will be a wholly owned subsidiary of the Corporation.

After giving effect to the Amalgamation, it is expected that the Corporation will carry on business under the name "Tantalex Resources Corporation" (or such other name as may be acceptable to applicable authorities) and the Common Shares are expected to be listed on the CNSX under a new trading symbol.

In conjunction with the Amalgamation, Tantalex expects to complete a non-brokered private placement (the "**Private Placement**") to raise gross proceeds of a maximum of $3,000,000 (the "**Maximum Offering**") through the issuance of units (a "**Unit**") at $0.20 per Unit. Each Unit shall consist of one Tantalex Share and one warrant (a "**Warrant**"), with each Warrant entitling the holder thereof to acquire one Tantalex Share at a price of $0.35 for a period of 24 months from the closing of the Amalgamation. Agents/finders will be entitled to a commission of 8% of the aggregate gross proceeds raised as well as agent's options (the "**Agent's Options**") equal to 8% of the aggregate number of Units purchased. Each Agent's Option will entitle the holder thereof to purchase one Tantalex Share at an exercise price of $0.20 per Tantalex Share for a period of 24 months from the closing of the Amalgamation.

The net proceeds from the Private Placement will be used to finance Tantalex's expenditures on its mineral properties and for general working capital.

The proposed management of Tantalex following the completion of the Amalgamation will be Dave Gagnon (Chief Executive Officer and Director), Jean-Robert Pronovost (Chief Financial Officer and Director), Michel Lebeuf (Corporate Secretary), Bernard Lapointe (Director), Ndongo Armel Rodrigue Dziengue (Vice-President African Operations and Director), and Denis Bélisle (Director).

Concurrently with the closing of the Amalgamation, the Corporation will enter into a consulting agreement with Yewbrook Capital Inc. for mining, financial and capital markets consulting services (the "**Consulting Agreement**"). The services will be mainly provided by Carl Pescio (mining) and Greg Hryhorchuk and Robert Lipsett (financial and capital markets). The terms of the Consulting Agreement will be substantially as follows:

(a) $15,000 engagement fee (payable by the issuance of shares of the Corporation at a deemed price equal to the offering price of the Concurrent Financing (75,000 shares of the Corporation based on an offering price of $0.20));

(b) $15,000/month (payable by the issuance of shares of the Corporation at the end of each month at a deemed price equal to the greater of (i) $0.10, and (ii) market price on the last trading day of each month); and

(c) initial term to commence on the Closing Date and end on the later of (i) 20 months from the Closing date, and (ii) the date Yewbrook Capital Inc. has been issued at least 2,200,000 shares of the Corporation.

A disclosure document (CNSX Form 2A - *Listing Statement*) will be filed on SEDAR (www.sedar.com) pursuant to the policies of the CNSX. The CNSX Form 2A - *Listing Statement* is the disclosure document that outlines the details of the Amalgamation, information about the Corporation and information about Tantalex, and its business, including financial statements and a National Instrument 43-101 compliant technical report.

9. BUSINESS OF THE MEETING

To the knowledge of the directors of the Corporation, the only matters to be brought before the Meeting are those set forth in the accompanying Notice of Meeting.

(i) Completion of Amalgamation with Tantalex

As a condition to the completion of the Amalgamation, the Corporation is required to voluntarily delist the Common Shares from the NEX. Pursuant to TSXV Policy 2.4, in the event that the TSXV delists the listed shares of a capital pool company, such as the Common Shares, then within 90 days from the date of such delisting, the Corporation will, in accordance with applicable law, wind-up and liquidate its assets and distribute its remaining assets, on a pro rata basis, to its shareholders unless, within that 90 day period, the shareholders, pursuant to a majority vote, exclusive of the votes of Non-Arm's Length Parties to the Corporation, approve another use of the remaining assets of the Corporation.

Accordingly, the Corporation seeks shareholder approval to approve the Amalgamation as the alternate use of the assets of the Corporation pursuant to TSXV Policy 2.4. In order to approve the Amalgamation, the following resolution (the "**Amalgamation Resolution**") must be passed, with or without variation, by a majority of votes cast at the Meeting, other than Non-Arm's Length Parties.

"BE IT RESOLVED THAT:

(1) instead of the Corporation winding-up and liquidating its assets and distributing its remaining assets, on a pro rata basis, to its shareholders pursuant to the policies of the TSX Venture Exchange, the business combination of the Corporation with Tantalex Corporation pursuant to the terms of an amalgamation agreement (substantially in the form attached at Schedule "A" to the information circular of the Corporation dated April 10, 2013), be and the same is hereby and approved;

(2) any one director or officer of the Corporation be and is hereby authorized and directed to do all such things and to execute and deliver all such documents and instruments as may be necessary or desirable to carry out the terms of this resolution; and

(3) notwithstanding that this resolution has been passed by the shareholders of the Corporation, the directors of the Corporation shall have sole and full discretion to determine whether or not to carry out the amalgamation and the directors of the Corporation are hereby authorized and empowered to revoke this resolution, in whole

or in part, without any further approval of the shareholders of the Corporation, at any time if such revocation is considered necessary or desirable by the directors."

Based on the foregoing, the directors of the Corporation unanimously recommend that shareholders approve the Amalgamation, by voting in favour of the foregoing resolution at the Meeting. Unless otherwise instructed, the persons named in the enclosed proxy or voting instruction form intend to vote such proxy or voting instruction form in favour of the foregoing resolution.

(ii) Fixing the Number of Directors to be Elected upon Completion of Amalgamation

The Corporation is required to have a minimum of three and a maximum of 15 directors. The board of directors of the Corporation presently consists of three directors. At the Meeting, shareholders will be asked to fix the number of directors to be elected at the Meeting at five pursuant to the Revised Letter Agreement. Each person elected as a director of the Corporation will hold office until their successors are duly elected or appointed. All proposed nominees have consented to be named in this Information Circular and to serve as directors, if elected.

The directors of the Corporation will only take the steps necessary to fix the number of directors of the Corporation at five in the event the Amalgamation Resolution is approved and the Corporation completes the Amalgamation.

Unless otherwise instructed, proxies and voting instructions given pursuant to this solicitation by the management of the Corporation will be voted in favour of the ordinary resolution to fix the number of directors to be elected at the Meeting at five. To be adopted, this resolution is required to be passed by the affirmative vote of a majority of the votes cast at the Meeting.

(iii) Election of Directors upon Completion of Amalgamation

The board of directors of the Corporation presently consists of three directors (Robert Lipsett, Carl Pescio and George Brazier). In anticipation of completion of the Amalgamation, the board of directors recommends that shareholders vote **FOR** the replacement of the three incumbent directors and the election of the five nominees of management listed in the following table.

The elections are conditional on approval of the Amalgamation Resolution and will only become effective at such time as the Corporation completes the Amalgamation.

Each director will hold office until his re-election or replacement at the next annual meeting of the shareholders unless he resigns his duties or his office becomes vacant following his, dismissal or any other cause prior to such meeting.

Unless otherwise instructed, proxies and voting instructions given pursuant to this solicitation by the management of the Corporation will be voted for the election of the proposed nominees. **If any proposed nominee is unable to serve as a director, the individuals named in the enclosed form of proxy reserve the right to nominate and vote for another nominee in their discretion.**

Nominees to the Board of Directors

Name, Residence and Proposed Position with Corporation	Principal Occupation or Employment During the last Five Years[1]	Number of Common Shares Beneficially Owned, Directly or Indirectly, or Controlled or Directed[1]	Number of Common Shares Beneficially Owned, Directly or Indirectly, or Controlled or Directed upon completion of the Amalgamation[1]
Dave Gagnon[2] Montreal, QC Chief Executive Officer and Director	President and Chief Executive Officer of Tantalex Chairman of Charbone Buckell Ltd., a private equity firm focusing on mining investments, since November 2010 President and Chief Executive Officer of AAER Inc. from May 2005 to August 2010	Nil	4,626,849

Name, Residence and Proposed Position with Corporation	Principal Occupation or Employment During the last Five Years[1]	Number of Common Shares Beneficially Owned, Directly or Indirectly, or Controlled or Directed[1]	Number of Common Shares Beneficially Owned, Directly or Indirectly, or Controlled or Directed upon completion of the Amalgamation[1]
Jean-Robert Pronovost[2] St-Lambert, QC Chief Financial Officer and Director	Chief Financial Officer of Tantalex Managing Partner at Charbone Buckell ltd., a private equity firm focusing on mining investments, since November 2010 Chief Financial Officer of AAER Inc. from September 2007 to July 2012 Managing Partner of Cape Partners Inc., a consulting firm, from June 2009 to July 2012	Nil	3,022,111
Bernard Lapointe Chicoutimi, QC Director	Chief Executive Officer of Arianne Resources Inc., a TSXV listed issuer	Nil	87,500
Ndongo Armel Rodrigue Dziengue Paris, France Vice-President African Operations and Director	Executive Vice President, African Operations of Tantalex Ryn Consulting, a consulting firm in Brazzaville, ROC	Nil	1,591,527
Denis Bélisle[2] Candiac, QC Director	Corporate Secretary and a director of Oroplata Exploration Corporate Secretary and a director of Vantex Resources Ltd. since November 2004 Chairman of Vanstar Mining Resources Inc. General Secretary and General Manager of Legal Affairs, Human Resources and Technical Services at Société de télédiffusion du Québec (Télé-Québec) Corporate Secretary and a director of Arianne Resources Inc. from November 2005 to November 2011	Nil	62,500

Notes:

(1) The information as to principal occupation, business or employment and shares beneficially owned or controlled is not within the knowledge of management of the Corporation and has been furnished by the respective individuals.

(2) Proposed Member of the Audit Committee.

Corporate Cease Trade Orders or Bankruptcies

None of the proposed directors of the Corporation is, as at the date hereof, or has been, within the previous 10 years, a director, chief executive officer or chief financial officer of any company (including the Corporation) 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.

Except for Dave Gagnon, who was the Chief Executive Officer and a director, and Jean-Robert Provonost, who was the former Chief Financial Officer, of AAER Inc. (formerly a TSXV listed issuer), when AAER Inc. was subject to an arrangement with creditors under chapter 36 of the Companies' Creditors Arrangement Act, none of the proposed directors of the Corporation is, as at the date hereof, or has been, within the previous 10 years, a director or executive officer of any company (including the Corporation) 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.

Penalties or Sanctions

Except for Denis Bélisle, while acting as director of Vantex Resources Ltd., who was imposed an administrative fine by the «Autorité des Marchés Financiers» (AMF) for not filing an insider report within the prescribed time, none of the proposed directors of the Corporation has been subject to (a) 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) 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.

Personal Bankruptcies

None of the proposed directors of the Corporation has, within the 10 years before the date hereof, 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.

(iv) Approval of New CNSX Compliant Stock Option Plan

In the event the Amalgamation Resolution is approved and the Amalgamation is completed, the Common Shares will commence trading on the CNSX. Accordingly, it is appropriate to replace the TSXV compliant stock option plan of the Corporation with a stock option plan that is compliant with the polices of the CNSX.

At the Meeting, shareholders will be asked to pass a resolution approving a new stock option plan, a copy of which is attached hereto as Schedule "B". The new stock option plan is a "rolling" stock option plan reserving a maximum of 10% of the issued shares of the Corporation at the time of the stock option grant. The new stock option plan is substantially the same as the current stock option plan, except that administrative changes have been made to make it compliant with the polices of the CNSX instead of the TSXV.

Accordingly, at the Meeting, shareholders are being asked to consider and, if thought advisable, approve an ordinary resolution in the following form:

"BE IT RESOLVED THAT:

(1) in the event the Amalgamation Resolution (as such term is defined in the information circular of the Corporation dated April 10, 2013 (the "Circular")) is approved and the Amalgamation (as such term is defined in the Circular) is completed, the stock option plan, substantially in the form attached at Schedule "B" to the Circular, be and the same is hereby ratified, confirmed and approved as the new stock option plan of the Corporation;

(2) any director or officer be and is hereby authorized to amend the stock option plan of the Corporation should such amendments be required by applicable regulatory authorities including, but not limited to, the Canadian National Stock Exchange;

(3) any one director or officer of the Corporation be and is hereby authorized and directed to do all such things and to execute and deliver all such documents and instruments as may be necessary or desirable to carry out the terms of this resolution"

The directors of the Corporation will only take the steps necessary to replace the stock option plan of the Corporation in the event the Amalgamation Resolution is approved and the Corporation completes the Amalgamation.

Unless otherwise instructed, the persons named in the enclosed proxy or voting instruction form intend to vote such proxy or voting instruction form in favour of the approval of the foregoing resolution. The directors of the Corporation recommend that shareholders vote in favour of the approval of the foregoing resolution. To be adopted, this resolution is required to be passed by the affirmative vote of a majority of the votes cast at the Meeting.

10. INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

None of the informed persons (as such term is defined in National Instrument 51-102 – *Continuous Disclosure Obligations*) of the Corporation, any proposed director of the Corporation, or any associate or affiliate of any informed person or proposed director, has had any material interest, direct or indirect, in any transaction of the Corporation since the commencement of the Corporation's most recently completed financial year or in any proposed transaction which has materially affected or would materially affect the Corporation or any of its subsidiaries.

11. MANAGEMENT CONTRACTS

There are no management functions of the Corporation which are to any substantial degree performed by a person or a company other than the directors or executive officers of the Corporation.

12. PARTICULARS OF OTHER MATTERS TO BE ACTED UPON

Other than the foregoing, management of the Corporation knows of no other matter to come before the Meeting other than those referred to in the Notice of Meeting. However, if any other matters which are not known to the management should properly come before the Meeting, the accompanying form of proxy confers discretionary authority upon the persons named therein to vote on such matters in accordance with their best judgment.

13. ADDITIONAL INFORMATION

Additional information relating to the Corporation, including copies of the Corporation's financial statements and Management's Discussion and Analysis is available on SEDAR at www.sedar.com, copies of which may be obtained from the Corporation upon request. The Corporation may require the payment of a reasonable charge if the request is made by a person who is not a shareholder of the Corporation.

DATED this 10th day of April, 2013.

BY ORDER OF THE BOARD

(signed) "Robert Lipsett"
Chief Executive Officer

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SCHEDULE "A"
AMALGAMATION AGREEMENT

(see attached)

AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT made as of the ____ day of _____, 2013.

BETWEEN:

LYNNWOOD CAPITAL INC., a corporation existing under the laws of British Columbia ("**Lynnwood**");

-and-

8482373 CANADA INC., a corporation existing under the laws of Canada ("**Lynnwood Sub**");

-and-

TANTALEX CORPORATION, a corporation existing under the laws of Canada ("**Tantalex**");

WHEREAS Tantalex and Lynnwood Sub have agreed to amalgamate pursuant to section 181 of the CBCA, and for such purpose Lynnwood has agreed to issue certain of its securities to the securityholders of Tantalex;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree with each other as follows:

ARTICLE I
DEFINITIONS

1.1 **Definitions**. In this Agreement, unless there is something in the context or subject matter inconsistent therewith, the following words and terms set forth in this Article I shall have the following meanings:

(a) "**Affiliate**" means an affiliated body corporate within the meaning of the CBCA;

(b) "**Agreement**" means this Agreement and all instruments supplemental hereto or in amendment or confirmation hereof; "herein", "hereof and similar expressions mean and refer to this Agreement and not to any particular article, section, clause or subclause; and "Article", "Section", "clause" or "subclause" means and refers to the specified article, section, clause or subclause of this Agreement;

(c) "**Amalco**" has the meaning specified in Section 2.2 hereof;

(d) "**Amalgamating Corporations**" means, collectively, Tantalex and Lynnwood Sub;

(e) "**Amalgamation**" means the amalgamation of Tantalex and Lynnwood Sub pursuant to this Agreement and in accordance with the CBCA;

(f) "**Anti-Corruption Rules**" means all applicable laws, regulations, decrees, government orders, and administrative or other requirements in any jurisdiction relating to the prevention and/or sanction of bribery and other forms of corrupt behaviour or practices (including without limitation the *Corruption of Foreign Public Officials Act* (Canada), the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), the *United States Foreign Corrupt Practices Act 1977*, the *United Kingdom Bribery Act 2010*, any applicable law of the Republic of Congo, and any applicable law implementing either the *United Nations Convention Against Corruption* or the *OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions* or prohibitions substantially similar thereto, all as amended);

(g) "**Applicable Securities Laws**" means, collectively, the applicable securities laws of each of the provinces of Canada, the respective regulations, rules and orders made and forms prescribed thereunder together with all applicable published rules, policy statements, blanket orders and rulings of the securities commissions in such provinces.

(h) "**Arm's Length**" has the same meaning ascribed thereto in the Tax Act;

(i) "**BCBCA**" means the *Business Corporations Act* (British Columbia), as amended, including the regulations promulgated thereunder;

(j) "**Broker Warrants**" means up to 1,200,000 common share purchase warrants of Tantalex issuable in connection with the Private Placement, with each warrant entitling the holder to purchase one Tantalex Share at a price of $0.20 per share for a period of 24 months from the Listing Date;

(k) "**Business Day**" means a day other than a Saturday or Sunday on which the principal commercial banks located in Toronto, Ontario, are open for business during normal banking hours;

(l) "**CBCA**" means the *Canada Business Corporations Act*, as amended, including the regulations promulgated thereunder;

(m) "**Circular**" means the management information circular of Lynwood to be delivered to the shareholders of Lynnwood at the special meeting of shareholders of Lynwood for the purposes of approving the Proposed Transaction

(n) "**Closing**" means the completion of the Amalgamation set forth herein, including the issuance of securities of Lynnwood to Tantalex securityholders, which shall take place on the Effective Date;

(o) "**Closing Date**" means the day of the Closing;

(p) "**CNSX**" means the Canadian National Stock Exchange;

(q) "**CNSX Listing**" means the listing of the common shares of the Resulting Issuer (including, without limitation, the Exchange Shares) on the CNSX;

(r) "**CNSX Listing Date**" means the date of the CNSX Listing;

(s) "**Consulting Agreement**" means the consulting agreement to be entered into between the Resulting Issuer and Yewbrook Capital Inc., on or before the Closing Date, for mining, financial and capital markets consulting services;

(t) "**Director**" means the Director appointed under the CBCA.

(u) "**Effective Date**" means the date of amalgamation as set forth in the certificate of amalgamation for Amalco;

(v) "**Exchange Shares**" means Lynnwood Shares which are to be issued from the treasury of Lynnwood to the Tantalex Shareholders (including the subscribers under the Private Placement) in accordance with Section 3.1 hereof;

(w) "**Generally Accepted Accounting Principles**" means the generally accepted accounting principles from time to time approved by the Canadian Institute of Chartered Accountants, or any successor institute, applicable as at the date on which such calculation is made or required to be made in accordance with such principles;

(x) "**IOS**" means IOS Services Géoscientifiques inc., the author of the Technical Report;

(y) "**Listing Statement**" means the disclosure document prepared in accordance with the policies of the CNSX, which provides full, true and plain disclosure of all material facts relating to Lynnwood, Tantalex and the Amalgamation;

(z) "**Lynnwood**" means Lynnwood Capital Inc., a corporation existing under the laws of British Columbia;

(aa) "**Lynnwood's Business**" means investigating projects, businesses or other assets to acquire in order to complete a Qualifying Transaction (as such term is defined in TSXV Policy 2.4);

(bb) "**Lynnwood Escrow Agreement**" means the escrow agreement dated February 10, 2010 among Lynnwood, Computershare Investors Services Inc. and certain shareholders of Lynnwood;

(cc) "**Lynnwood's Financial Statements**" means the audited consolidated financial statements of Lynnwood most recently filed on SEDAR;

(dd) "**Lynnwood Options**" means the incentive stock options issued by Lynnwood exercisable for 742,500 Lynnwood Shares (405,199 upon completion of the Lynnwood Share Consolidation);

(ee) "**Lynnwood Securities**" means, collectively, the Lynnwood Shares and Lynnwood Options;

(ff) "**Lynnwood Share Consolidation**" means the consolidation by Lynnwood of the Lynnwood Shares after the TSXV Delisting resulting in an aggregate of 1,118,731 Lynnwood Shares following completion of the consolidation;

(gg) "**Lynnwood Shares**" means the fully paid and non-assessable common shares in the capital of Lynnwood;

(hh) "**Lynnwood Sub**" means 8482373 Canada Inc., a corporation existing under the laws of Canada;

(ii) "**Material Adverse Effect**" in respect of a Person means any change, effect, event, occurrence, condition or development that has or could reasonably be expected to have, individually or in the aggregate, a material and adverse impact on the business, operations, results of operations, assets, capitalization or financial condition of such Person, other than any change, effect, event, occurrence or state of facts relating to the global economy or securities markets in general;

(jj) "**Material Fact**" in relation to any party hereto includes, without limitation, any fact that significantly affects, or would reasonably be expected to have a significant effect on, the market price or value of the shares of such party;

(kk) "**Person**" means any individual, corporation, partnership, unincorporated syndicate, unincorporated organization, trust, trustee, executor, administrator or other legal representative;

(ll) "**Private Placement**" means the non-brokered private placement by Tantalex of up to 15,000,000 Units at $0.20 per Unit for aggregate gross proceeds of up to $3,000,000;

(mm) "**Proposed Transaction**" means (i) the completion of the Amalgamation as contemplated herein; (ii) the TSXV Delisting; (iii) the CNSX Listing; and (iv) the Lynnwood Share Consolidation, together with receipts by Lynnwood of all required regulatory approvals;

(nn) "**Public Official**" includes: (i) a person (a) who holds a legislative, administrative or judicial position of a state, (b) who performs public duties or functions for a state, including a person employed by a state-owned or state-controlled entity or by a board, commission, corporation or other body or authority that is established to perform a duty or function on behalf of the state, or is performing such a duty or function, (c) who is an official or agent of a public international organization that is formed by two or more states or governments, or by two or more such public international organizations; and for this purpose, "state" means a country and includes any political subdivision of that country, the government, and any department or branch, of that country or of a political subdivision of that country, and any agency of that country or of a political subdivision of that country; (ii) a "foreign official" as defined in the United States Foreign Corrupt Practices Act 1977; and (iii) a "foreign public official" as defined in the United Kingdom Bribery Act 2010;

(oo) "**Resulting Issuer**" means Lynnwood upon completion of the Proposed Transaction;

(pp) "**SEDAR**" means the System for Electronic Document Analysis and Retrieval (www.sedar.com);

(qq) "**Tantalex**" means Tantalex Corporation, a corporation incorporated under the laws of Canada;

(rr) "**Tantalex Options**" means the incentive stock options issued by Tantalex exercisable for 2,000,000 Tantalex Shares at $0.075 per share;

(ss) "**Tantalex Shareholders**" means all of the shareholders of the Tantalex Shares;

(tt) "**Tantalex Shares**" means the fully paid and non-assessable common shares in the capital of Tantalex;

(uu) "**Tantalex Subsidiaries**" means collectively, Sandstone Worldwide Ltd., a corporation incorporated under the laws of Bahamas, a wholly owned subsidiary of Tantalex, and Sadem Congo S.A.R.L., a corporation incorporated under the laws of the Republic of Congo, a wholly and subsidiary of Sandstone Worldwide Ltd.;

(vv) "**Tantalex Warrants**" means the warrants of Tantalex exercisable for up to 5,098,963 Tantalex Shares (2,765,625 at $0.35 per share and 2,333,338 at $0.075 per share);

(ww) "**Tantalex's Assets**" means all of Tantalex's material assets including but not limited to: (i) the mineral assets set out in the Listing Statement and the Technical Report; and (ii) those assets set out in Tantalex's Financial Statements;

(xx) "**Tantalex's Business**" means the business previously and heretofore carried on by Tantalex, namely, exploration of Niobium and Tantalum as set out in the Listing Statement;

(yy) "**Tantalex's Financial Statements**" means the audited financial statements of Tantalex for the years ended December 31, 2011, and the unaudited financial statements of Tantalex for the nine months ended September 30, 2012;

(zz) "**Tax Act**" means the *Income Tax Act* (Canada), as it may be amended from time to time, and any successor thereto. Any reference herein to a specific section or sections of the Tax Act, or regulations promulgated thereunder, shall be deemed to include a reference to all corresponding provision of future law;

(aaa) "**Tax Laws**" shall mean the Tax Act and any applicable provincial, or foreign income taxation stature(s), as from time to time amended, and any successors thereto;

(bbb) "**Technical Report**" means the technical report prepared by IOS effective January 9, 2013 entitled “The Mayoko Project, Marala-Matsanga Columbo-Tantalite Exploration Permit”;

(ccc) "**Third Party**" means any Person other than the parties to this Agreement;

(ddd) "**TSXV**" means the TSX Venture Exchange;

(eee) "**TSXV Delisting**" means the delisting of the Lynnwood Shares from the TSXV resulting in the cancellation of 3,600,000 Lynnwood Shares subject to the Lynnwood Escrow Agreement pursuant to the policies of the TSXV and resulting in an aggregate of 2,050,000 Lynnwood Shares (assuming no existing convertible securities of Lynnwood are exercised) following completion of the delisting;

(fff) "**TSXV Policy 2.4**" means Policy 2.4 – *Capital Pool Companies* of the TSXV;

(ggg) "**Units**" means the units issuable by Tantalex in the Private Placement exercisable for one Tantalex Share and one Warrant; and

(hhh) "**Warrants**" means the common share purchase warrants of Tantalex underlying the Units with each Warrant entitling the holder thereof to acquire one Tantalex Share at a price of $0.35 for a period of 24 months from the Listing Date.

1.2 **Currency**. Unless otherwise indicated, all dollar amounts referred to in this Agreement are in Canadian funds.

1.3 **Tender**. Any tender of documents or money hereunder may be made upon the counsel and money may be tendered by bank draft or by certified cheque.

1.4 **Number and Gender**. Where the context requires, words imparting the singular shall include the plural and vice versa, and words imparting gender shall include all genders.

1.5 **Headings**. Article and Section headings contained in this Agreement are included solely for convenience, are not intended to be full or accurate descriptions of the content thereof and shall not be considered part of this Agreement or affect the construction or interpretation of any provision hereof.

1.6 **Schedules**. The Schedules to this Agreement shall be construed with and be considered an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein. The following Schedules are attached hereto:

Schedule "A" Articles of Amalgamation

1.7 **Accounting Terms**. All accounting terms not specifically defined herein shall be construed in accordance with Generally Accepted Accounting Principles.

ARTICLE II
AMALGAMATION

2.1 **Agreement to Amalgamate**. The Amalgamating Corporations do hereby agree to amalgamate pursuant to the provisions of section 181 of the CBCA as of the Effective Date and to continue as one corporation on the terms and conditions set out in this Agreement.

2.2 **Name**. The name of the amalgamated corporation shall be "Tantalex Resources Inc." ("**Amalco**").

2.3 **Registered Office**. The registered office of Amalco shall be 3, Place du Commerce, Suite 500, Montréal, Québec, H3E 1H7.

2.4 **Articles of Amalgamation**. The articles of amalgamation of Amalco shall be in the form set out in Schedule "A" attached hereto.

2.5 **Initial Directors**. The first director of Amalco shall be the person whose name and residential address appears below:

Name	**Address**	**Resident Canadian**
Jean-Robert Pronovost	10 Place le Marronnier Saint-Lambert, QC J4S 1Z7	Yes

Such director shall hold office until the next annual meeting of shareholders of Amalco or until his successor is elected or appointed.

2.6 **By-Laws**. The by-laws of Amalco, until repealed, amended or altered, shall be the by-laws of Lynnwood Sub.

2.7 **Filing of Documents**. Upon the shareholders of each of the Amalgamating Corporations approving this Agreement by special resolution in accordance with the CBCA, the Amalgamating Corporations shall jointly file with the Director articles of amalgamation and such other documents as may be required.

2.8 **Stated Capital**. The stated capital of Amalco, immediately after the amalgamation becomes effective shall be equal to the aggregate stated capital of each of the Amalgamating Corporations.

ARTICLE III
ISSUANCE OF SECURITIES

3.1 **Issuance of Shares**. In consideration of the agreement of the parties and their respective shareholders to the actions set forth herein, on the Effective Date:

(a) Lynnwood shall issue 25,874,630 fully paid, issued and outstanding Exchange Shares to Tantalex Shareholders, being one (1) Exchange Share for each one (1) Tantalex Share issued and outstanding as of the execution of this Agreement;

(b) Lynnwood shall issue up to 15,000,000 fully paid, issued and outstanding Exchange Shares to subscribers in the Private Placement, being one (1) Exchange Share for each one (1) Tantalex Share underlying the Units purchased in the Private Placement;

(c) each Tantalex Option shall be cancelled and extinguished and in consideration therefor, and without any further action on the part of any holder of a Tantalex Option, shall be replaced with a option to purchase the number of Lynnwood Shares determined by dividing the number of Tantalex Shares subject to the particular Tantalex Option by one (1), at an exercise price per Lynnwood Share equal to the exercise price per share in the particular Tantalex Option multiplied by one (1);

(d) each Warrant shall be cancelled and extinguished and in consideration therefor, and without any further action on the part of any holder of a Warrant, shall be replaced with a warrant to purchase the number of Lynnwood Shares determined by dividing the number of Tantalex Shares subject to the particular Warrant by one (1), at an exercise price per Lynnwood Share equal to the exercise price per share in the particular Warrant multiplied by one (1);

(e) each Tantalex Warrant shall be cancelled and extinguished and in consideration therefor, and without any further action on the part of any holder of a Tantalex Warrant, shall be replaced with a warrant to purchase the number of Lynnwood Shares determined by dividing the number of Tantalex Shares subject to the particular Tantalex Warrant by one (1), at an exercise price per Lynnwood Share equal to the exercise price per share in the particular Tantalex Warrant multiplied by one (1);

(f) each Broker Warrant shall be cancelled and extinguished and in consideration therefor, and without any further action on the part of any holder of a Broker Warrant, shall be replaced with a warrant to purchase the number of Lynnwood Shares determined by dividing the number of Tantalex Shares subject to the particular Broker Warrant by one

(1), at an exercise price per Lynnwood Share equal to the exercise price per share in the particular Broker Warrant multiplied by one (1);

(g) Lynnwood shall assume the obligations of Tantalex pursuant to the convertible debentures (the "**Convertible Debentures**") issued by Tantalex between December 22, 2011 and May 17, 2012 in the aggregate amount of $350,000 at 10% interest per annum maturing 5 years from the date of issuanace and convertible into 7,000,000 Tantalex Shares at $0.05 per share at the holder's option;

(h) Amalco shall issue to Lynnwood, the sole shareholder of Lynnwood Sub, one (1) fully paid, issued and outstanding share in the capital of Amalco for each one (1) Lynnwood Sub share held; and

(i) the holders of Tantalex Shares, Tantalex Options Warrants, Tantalex Warrants, and Broker Warrants need not surrender certificates representing such securities in order to receive the aforementioned replacement securities. Instead, following completion of the Amalgamation, Lynnwood Shares and Lynnwood Warrants, as applicable, will be issued to each registered holder of Tantalex Shares, Tantalex Options, Tantalex Warrants, Warrants, and Broker Warrants (and if applicable, delivery by such registered holder to any underlying beneficial holder) and any outstanding certificates representing Tantalex Shares, Tantalex Options, Tantalex Warrants, Warrants, and Broker Warrants will be deemed to be null and void.

3.2 **Fractional Shares**. No fractional securities shall be issued by Lynnwood pursuant to Section 3.1. Any exchange or replacement contemplated in Section 3.1 hereof that results in less than a whole number shall be rounded to the nearest whole number.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES

4.1 **Representations and Warranties of Tantalex**. Tantalex represents and warrants as at the date of this Agreement to and in favour of Lynnwood as follows, and acknowledges that Lynnwood is relying upon such representations and warranties in connection with the completion of the transactions contemplated herein:

(a) Tantalex is a corporation duly incorporated under the laws of Canada and is a valid and subsisting corporation under the CBCA and is in compliance, in all material respects, with the requirements of the CBCA, and has all requisite power and authority to carry on its business and to carry out the provisions hereof;

(b) Tantalex has no subsidiaries other than the Tantalex Subsidiaries;

(c) Tantalex holds, directly or indirectly, all of the issued and outstanding securities of each of the Tantalex Subsidiaries;

(d) each of the Tantalex Subsidiaries is duly incorporated or formed, as the case may be, under the laws of its jurisdiction of incorporation or formation, and are valid and subsisting corporations, and are in compliance, in all material respects, with the requirements of their statute of incorporation or formation, as applicable, and have all requisite power and authority to carry on their business and to carry out the provisions hereof;

(e) Tantalex has the requisite power, capacity and authority to enter into this Agreement on the terms and conditions herein set forth;

(f) the authorized capital of Tantalex consists of an unlimited number of common shares, without nominal or par value, of which 25,874,630 Tantalex Shares are outstanding as at the date hereof, and there are 5,098,963 Tantalex Warrants, 2,000,000 Tantalex Options and convertible debentures in the amount of $350,000 which are convertible into 7,000,000 Tantalex Shares, which are outstanding as at the date hereof;

(g) other than securities issued or to be issued pursuant to the Private Placement and described in this Agreement, no Person has any agreement, option or right, understanding, warrant call, conversion right, commitment or right or privilege of any kind to acquire or capable of becoming an agreement for the allotment, purchase or acquisition of any of the unissued share capital of Tantalex, and there are no outstanding securities or instruments which are convertible into or exchangeable for shares of Tantalex, other than as described in Section 4.1(f) hereof;

(h) no Person has any agreement, option or right, understanding, warrant call, conversion right, commitment or right or privilege of any kind to acquire or capable of becoming an agreement for the allotment, purchase or acquisition of any of the unissued share capital of the Tantalex Subsidiaries, and there are no outstanding securities or instruments which are convertible into or exchangeable for shares of the Tantalex Subsidiaries;

(i) except for a finder's fee agreement dated ● , 2012 among Tantalex and _____, Tantalex has not incurred any legal liability for brokerage fees, finder`s fees, agent`s commissions or other similar forms of compensation in connection with the transactions contemplated by this Agreement;

(j) the information concerning Tantalex and the Tantalex Subsidiaries to be set forth in the Listing Statement and Circular will contain no untrue statement of a material fact and will not omit to state a material fact that is required to be stated or that is necessary to make a statement therein not misleading in light of the circumstances in which it will be made, and such information in the Listing Statement will constitute full, true and plain disclosure of all material facts relating to Tantalex therein;

(k) Tantalex and the Tantalex Subsidiaries are not liable, in any material respects, for any foreign or Canadian federal, provincial, municipal or local taxes, assessments, withholding taxes, employee or other remittances, or other imposts or penalties due and unpaid at the date hereof in respect of their respective income, employees, business or property, or for the payment of any tax instalment due in respect of its current taxation year (but not including taxes accruing due) or any previous taxation years, and no such taxes, assessments, imposts, remittances or penalties are required to be reserved;

(l) there is no suit, action, litigation, arbitration proceeding or governmental proceeding, including appeals and applications for review, in progress, or, to the knowledge of Tantalex, pending or threatened against or relating to Tantalex, the Tantalex Subsidiaries or affecting the assets of Tantalex which if determined adversely to Tantalex or the Tantalex Subsidiaries might have or might reasonably be expected to have a Material Adverse Effect on the properties, business, future prospects or the financial condition of Tantalex and there is no circumstance, matter or thing known to Tantalex which might give rise to any such proceeding or to any governmental investigation relative to Tantalex

and there is not outstanding against Tantalex any judgment, decree, injunction, rule or order of any court, government department, commission, agency or arbitrator;

(m) Tantalex is a taxable Canadian corporation as defined in the Tax Act and is not liable, in any material respect, for any Canadian federal, provincial, municipal or local taxes, sales tax assessments, withholding taxes, employee or other remittances, or other imposts or penalties due and unpaid at the date hereof in respect of its income, capital, employees, business or property, or for the payment of any tax instalment due in respect of its current taxation year (but not including taxes accruing due) or any previous taxation years, and no such taxes, assessments, imposts, remittances or penalties are required to be reserved. All such taxes, assessments, imposts, remittances and penalties have been properly calculated by Tantalex, in all material respects. Tantalex is not in default in filing any returns or reports covering any Canadian federal, provincial, municipal or local taxes, assessments or other imposts in respect of its income, business or property and Tantalex has complied with all withholding, collection, remittance and other obligations under any applicable taxing statute;

(n) no consent, approval, order or authorization of, or registration, declaration or filing with, any third party or Governmental Entity is required by or with respect to Tantalex in connection with the execution and delivery of this Agreement by Tantalex, the performance of its obligations hereunder or the consummation by Tantalex of the transactions contemplated hereby, other than: (a) the approval of the Amalgamation and the Amalgamation Agreement by the shareholders of Tantalex and the approval of the Amalgamation by the Director; (b) such registrations and other actions required under Applicable Securities Laws as are contemplated by this Agreement and registrations and applications required as a result of the formation of a new corporation on the Amalgamation; (c) any filings with the Director; and (d) any other consents, approvals, orders, authorizations, registrations, declarations or filings which, if not obtained or made, would not, individually or in the aggregate, have a Material Adverse Effect on Tantalex or prevent or materially impair Tantalex's ability to perform its obligations hereunder;

(o) since September 30, 2012, other than as disclosed in writing to Lynnwood prior to the date hereof, there has not been any Material Adverse Change in the condition or operation of Tantalex or the Tantalex Subsidiaries or in their respective assets, liabilities or financial condition;

(p) the Tantalex Financial Statements, are true and correct and present fairly, in all material respects, the financial position of Tantalex and the Tantalex Subsidiaries, on a consolidated basis, as at such dates and the results of its operations and changes in financial position for the periods indicated in the said statements, and have been prepared in accordance with IFRS applied on a basis consistent with that of prior periods;

(q) there is no pending disagreement between Tantalex and its auditors which could materially affect the financial situation of Tantalex;

(r) other than amounts owing to reimburse individuals for business expenses incurred in the ordinary course of business and approved on behalf of Tantalex and the Tantalex Subsidiaries and remuneration for services in the ordinary course of business, neither Tantalex nor the Tantalex Subsidiaries are indebted to:

(i) any director, officer, employee or shareholder of Tantalex; or

(ii) any corporation controlled, directly or indirectly, by any one or more of those Persons referred to in subsection 4.1(r)(i) hereof;

(s) none of those Persons referred to in subsection 4.1(r) hereof is indebted to Tantalex or the Tantalex Subsidiaries;

(t) to the best of the knowledge of Tantalex (after due inquiry) except as described in the Listing Statement and Circular, none of the proposed directors or officers of Amalco is or has ever been subject to prior regulatory, criminal or bankruptcy proceedings in Canada or elsewhere;

(u) no Person has any written or oral agreement, option, understanding or commitment or any right or privilege capable of becoming an agreement for the purchase, exchange, transfer or other disposition from Tantalex or the Tantalex Subsidiaries of any of their assets;

(v) the entering into and performance of this Agreement and the transactions contemplated therein by Tantalex will not violate:

(i) the constating documents or by-laws of Tantalex or the Tantalex Subsidiaries;

(ii) any material agreement to which Tantalex or the Tantalex Subsidiaries are a party, and will not give any Person any right to terminate or cancel any material agreement or any right enjoyed by Tantalex or the Tantalex Subsidiaries because of such agreement, and will not result in the creation or imposition of any lien, encumbrance or restriction of any nature whatsoever in favour of a third party upon or against Tantalex or the Tantalex Subsidiaries, or any of their respective assets; or

(iii) any statute, regulation, by-law, order, judgment or decree by which Tantalex or the Tantalex Subsidiaries is bound, except for such violations which would not have a Material Adverse Effect on the financial condition, assets or affairs of Tantalex and the Tantalex Subsidiaries;

(w) neither Tantalex nor the Tantalex Subsidiaries is party to any loan agreement, credit agreement, hypothec agreement or other agreement of the same nature, other than: (i) as disclosed in the Tantalex Financial Statements; or (ii) as may be entered into following the date hereof and disclosed to Lynnwood;

(x) Tantalex and the Tantalex Subsidiaries have no material liabilities, contingent or otherwise, except those that will be set out in the Listing Statement or in the financial statements referred to in subsection 4.1(p) hereof, or, thereafter, incurred in the ordinary course of business, and except in the ordinary course of business, Tantalex and the Tantalex Subsidiaries have not guaranteed or indemnified, or agreed to guarantee or indemnify, any debt, liability or other obligation of any Person;

(y) the Listing Statement will contain a list of all material contracts, agreements and commitments (whether written or oral) to which either Tantalex or the Tantalex Subsidiaries is a party, and all of such material contracts, agreements and commitments

are in full force and effect and neither Tantalex nor the Tantalex Subsidiaries is and will not be at Closing, in default under any of such contracts, agreements or commitments, save and except for any breach or default which is not material or which has been waived in writing by the other party to such contract, agreement or commitment;

(z) there does not exist any state of facts which after notice or lapse of time, or both, will constitute a material default or breach on the part of Tantalex under any of the provisions contained in any of the material contracts, commitments or agreements referred to in subsection 4.1(y) hereof;

(aa) the corporate records and minute books of Tantalex and the Tantalex Subsidiaries contain, in all material respects, complete and accurate minutes of all material decisions made at any meeting of the directors and shareholders since its date of incorporation, together with the full text of all resolutions of directors and shareholders passed in lieu of such meetings, duly signed;

(bb) Tantalex and the Tantalex Subsidiaries are duly licensed, registered and qualified, in all material respects, and possess all material certificates, authorizations, permits or licences issued by the appropriate regulatory authorities in the jurisdictions necessary to enable their respective business to be carried on as now conducted and to enable their respective property and assets to be owned, leased and operated as they are now, and all such licences, registrations and qualifications are in good standing, in all material respects and none of such licenses, registrations or qualifications contains any burdensome term, provision, condition or limitation which has or is likely to have any Material Adverse Effect on the business of Tantalex or the Tantalex Subsidiaries, as now conducted;

(cc) Tantalex and the Tantalex Subsidiaries have conducted and are conducting their respective business in accordance with good mining practices;

(dd) Tantalex, after making all due inquiries, does not have reason to believe that Tantalex, through the Tantalex Subsidiaries as recipient of the four concessions (the "**Concessions**") in the Republic of Congo related to Tantalex's Assets, does not have title to or the exclusive right to explore for, develop and produce Tantalum/Niobium, and to sell its share of Tantalum/Niobium production, on the terms set out in the Concessions (for the purposes of this subsection, the foregoing are referred to as the "**Interests**") and does represent and warrant that the Interests are, to the best of their knowledge, information and belief, after due inquiry, free and clear of adverse claims created by, through or under Tantalex or any of the Tantalex Subsidiaries, and, to the knowledge of Tantalex after due inquiry, Tantalex and the Tantalex Subsidiaries, as applicable, holds the Interests under valid and subsisting concessions;

(ee) the Tantalex Subsidiaries, or Tantalex on behalf of the Tantalex Subsidiaries, has paid in full all outstanding amounts owed to acquire and maintain of the Concessions;

(ff) other than pursuant to the terms and conditions of the Concessions and the assignment of shares agreement dated October 22, 2011, whereby Sandstone Worldwide Ltd. acquired all the shares of Sadem Congo S.A.R.L. (the "**Sadem Acquisition Agreement**"), no person, owns, has or is entitled to any royalty, net profits interest, carried interest or any other encumbrances or claims of any nature whatsoever which are based on production from the properties or assets of Tantalex or the Tantalex Subsidiaries or any revenue or rights attributed thereto;

(gg) all payments due pursuant to the Sadem Acquisition Agreement have been paid, confirmed by a receipt or similar instrument, and all amounts owed pursuant to the Sadem Acquisition Agreement that remain outstanding have yet to become due;

(hh) any and all operations of Tantalex and the Tantalex Subsidiaries, and to the best of Tantalex's knowledge, any and all operations by third parties on or in respect of the assets and properties of Tantalex and the Tantalex Subsidiaries, have been conducted in accordance with good mining industry practice and in material compliance with applicable laws, rules, regulations, orders and directions of government and other competent authorities except where the failure to so conduct the operations would not have a material adverse effect on Tantalex or the Tantalex Subsidiaries;

(ii) Tantalex has made available to Lynnwood all documents of title and other documents and agreements in its possession affecting the title of Tantalex and the Tantalex Subsidiaries to their mining properties;

(jj) except to the extent that any violation or other matter referred to in this subparagraph does not have a material adverse effect on Tantalex or the Tantalex Subsidiaries, in respect of Tantalex and each of the Tantalex Subsidiaries:

(i) they have not received any order or directive which relates to any material work, repairs, construction, or capital expenditures on the properties or assets of Tantalex and the Tantalex Subsidiaries;

(ii) they are not in violation of any applicable federal, provincial, state, territory, municipal or local laws, regulations, orders, government decrees, approvals, licenses, permits or ordinances with respect to environmental, health or safety matters (collectively, "**Environmental Laws**");

(iii) they have operated their business at all times and have received, handled, used, stored, treated, shipped and disposed of all contaminants without violation of Environmental Laws;

(iv) there have been no spills, releases, deposits or discharges of hazardous or toxic substances, contaminants or wastes into the earth, air or into any body of water or any municipal or other sewer or drain water systems by Tantalex or any of the Tantalex Subsidiaries that have not been remedied;

(v) no orders, directions or notices have been issued and remain outstanding pursuant to any Environmental Laws relating to the business or assets of Tantalex or any of the Tantalex Subsidiaries;

(vi) they have not failed to report to the proper federal, provincial, state, territorial, municipal or other political subdivision, government, department, commission, board, bureau, agency or instrumentality, domestic or foreign, the occurrence of any event which is required to be so reported by any Environmental Law;

(vii) they hold all licenses, permits and approvals required under any Environmental Laws in connection with the operation of their business and the ownership and use of their assets, all such licenses, permits and approvals are in full force and effect, neither Tantalex nor any of the Tantalex Subsidiaries has received any

notification pursuant to any Environmental Laws that any work, repairs, constructions or capital expenditures are required to be made by any of them as a condition of continued compliance with any Environmental Laws, or any license, permit or approval issued pursuant thereto, or that any license, permit or approval referred to above is about to be reviewed, made subject to limitations or conditions, revoked, withdrawn or terminated; and

(viii) neither Tantalex nor any of the Tantalex Subsidiaries (including, if applicable, any predecessor companies thereof) has received any notice of, or been prosecuted for an offence alleging, material non-compliance with any Environmental Laws, and neither Tantalex nor any of the Tantalex Subsidiaries (including, if applicable, any predecessor companies) has settled any allegation of material non-compliance short of prosecution;

(kk) to the knowledge of Tantalex (after due inquiry), there have been no spills, releases, deposits or discharges of hazardous or toxic substances, contaminants or wastes, which have not been rectified, on any of the properties or assets owned or leased by Tantalex and the Tantalex Subsidiaries or in which any of them has an interest or over which any of them has control; except for any such spills, releases, deposits or discharges which, in aggregate, would not have a Material Adverse Effect on Tantalex and the Tantalex Subsidiaries;

(ll) in respect of the assets and properties of Tantalex and the Tantalex Subsidiaries that are operated by them, if any, Tantalex or the Tantalex Subsidiaries hold all valid licenses, permits and similar rights and privileges that are required and necessary under applicable law to operate the assets and properties of Tantalex as presently operated except where the failure to hold such licenses, permits and similar rights would not have a Material Adverse Effect on Tantalex and the Tantalex Subsidiaries;

(mm) Tantalex shall, as soon as is reasonably possible following the Closing Date institute, maintain and enforce a policy, system of internal controls and compliance and procedures to aid in the compliance by Tantalex and each of the Tantalex Subsidiaries with applicable Anti-Corruption Rules;

(nn) none of Tantalex, any of the Tantalex Subsidiaries or any of their respective directors, officers, agents, employees, or affiliates, or any persons acting on behalf of any such persons shall: (i) offer, pay, promise to pay money, or offer, give or promise to give anything of value, directly or indirectly, to (A) any Public Official, or (B) to any person that any of Tantalex, any of the Tantalex Subsidiaries or any of their respective directors, officers, agents, employees, or affiliates, or any persons acting on behalf of any such persons, know or should be aware that such person will, or there is a probability that such person will, offer, promise, pay or give any part of the proposed payment or other thing of value of any kind to a Public Official for the purpose of obtaining or retaining business or an advantage in the course of business; or (ii) commit any other act or omission which would contravene or attract liability under Anti-Corruption Rules;

(oo) to the best of the knowledge, information and belief of Tantalex, after due inquiry, each of Tantalex and the Tantalex Subsidiaries, their affiliates, and any of their respective directors, officers, supervisors, managers, agents, consultants and employees, and any persons acting on behalf of any such persons, have conducted at all times and are conducting its operations in full compliance with, and without contravention of, the Anti-

Corruption Rules of all applicable jurisdictions and no action, suit, investigation or proceeding by or before any Governmental Entity or any arbitrator involving Tantalex, any of the Tantalex Subsidiaries or any of their respective directors, officers, supervisors, managers, agents, consultants, employees, or affiliates, or any persons acting on behalf of any such persons, with respect to a violation or potential violation of Anti-Corruption Rules is pending or threatened;

(pp) none of Tantalex, the Tantalex Subsidiaries, or any their respective directors, officers, agents, employees, or affiliates, or any persons acting on behalf of any such persons, is a "listed entity", "designated person" or "listed person" under Part II.1 of the *Criminal Code* (Canada) or an order or regulation issued under the *Tantalex Nations Act* (Canada) or the *Special Economic Measures Act* (Canada) (collectively, "**Canadian Sanctions Laws**") or is the subject of any sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("**OFAC**"); and none of Tantalex or any of the Tantalex Subsidiaries will, directly or indirectly, use the proceeds of the Private Placement, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person or entity that is listed or designated under Canadian Sanctions Laws or is the subject of any sanctions administered by OFAC;

(qq) to the best of the knowledge, information and belief of Tantalex, after due inquiry, the activities and operations of Tantalex, the Tantalex Subsidiaries and all of their respective directors, officers, agents, employees, affiliates or persons acting on behalf of any such persons, are and have been conducted at all times in compliance with the anti-money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency to which they are subject (collectively, the "**Anti-Money Laundering Laws**") and no action, suit or proceeding by or before any Governmental Entity or any arbitrator involving Tantalex or the Tantalex Subsidiaries with respect to the Anti-Money Laundering Laws is, to the knowledge of Tantalex, pending or threatened;

(rr) to the best of the knowledge of Tantalex, there does not currently exist any shareholders agreement, pooling agreement, voting trust or other similar type of arrangement in respect of outstanding securities of Tantalex;

(ss) Tantalex has provided Lynnwood with copies of all material agreements, other than any agreements in the ordinary course of business, with any officer, director, employee, shareholder or any other Person not dealing at arm's length with Tantalex and Tantalex has no benefit plans, bonus plans or deferred compensation plans other than as disclosed in the Listing Statement;

(tt) the execution and delivery of this Agreement and the completion of the transactions contemplated herein have been, or in respect of the transactions contemplated herein will have been prior to Closing, duly approved by the board of directors of Tantalex and this Agreement constitutes a valid and binding obligation of Tantalex enforceable against it in accordance with its terms, subject, however, to limitations imposed by law in connection with bankruptcy or similar proceedings and to the extent that equitable remedies such as specific performance or injunction are granted at the discretion of a court of competent jurisdiction and no other corporate proceedings on its part are required to authorize this

Agreement, other than the approval by special resolution of the shareholders of Tantalex of the Amalgamation and this Agreement;

(uu) the board of directors of Tantalex has endorsed the Amalgamation and approved this Agreement, has determined that the Amalgamation and this Agreement are in the best interests of Tantalex and its shareholders, and have resolved to recommend approval of the Amalgamation by applicable shareholders;

(vv) no consents, registrations, approvals, permits, waivers or authorizations are required to be obtained by Tantalex from, any governmental or regulatory authority in connection with the execution and delivery of this Agreement by Tantalex and the consummation of the transactions contemplated herein by Tantalex, the failure to make or obtain any or all of which is reasonably likely to have a Material Adverse Effect on the consolidated financial condition of Tantalex, or could prevent, materially delay or materially burden the transactions contemplated herein;

(ww) Tantalex is not a "reporting issuer" in any jurisdiction of Canada, and is not subject to any regulatory decision or order prohibiting or restricting trading in any of its securities;

(xx) no cease trade order has been issued against Tantalex or the Tantalex Shares in any jurisdiction, and to the knowledge of Tantalex, no cease trade order is pending or threatened;

(yy) Tantalex, and the Tantalex Subsidiaries, if applicable, made available to IOS, prior to the issuance of the Technical Report, for the purpose of preparing the Technical Report, all information requested by IOS, which information did not contain any material misrepresentation at the time such information was so provided. Tantalex has no knowledge of a material adverse change in any information provided by IOS since that date. Tantalex believes that the Technical Report reasonably presented the quantity and pre-tax present worth values of mineral reserves attributable to the properties evaluated therein as at the date stated therein based upon information available at the time the Technical Report was prepared and the assumptions as to commodity prices and costs contained therein; and

(zz) Tantalex has no reasonable grounds for believing that a creditor of Tantalex will be prejudiced by the Amalgamation.

4.2 **Representations and Warranties of Lynnwood.** Lynnwood represents and warrants as at the date of this Agreement to and in favour of Tantalex as follows, and acknowledges that Tantalex is relying upon such representations and warranties in connection with the completion of the transactions contemplated herein:

(a) Lynnwood is a corporation duly incorporated under the laws of the Province of British Columbia and is a valid and subsisting corporation under the BCBCA and is in compliance, in all material respects, with the requirements of the BCBCA and has all requisite power and authority to carry on its business and to carry out the provisions hereof;

(b) Lynnwood has no subsidiaries, other than Lynnwood Sub;

(c) Lynnwood is a "capital pool company" (as defined by the rules of the TSXV) and has no assets, other than cash, or operations;

(d) Lynnwood is a "reporting issuer" as that term is defined under Applicable Securities Laws in each of the provinces of Alberta and British Columbia and is not in default of the requirements of the Applicable Securities Laws in such jurisdictions;

(e) Lynnwood is in material compliance with all of its obligations as a reporting issuer in the jurisdictions where it is a reporting issuer, including those imposed pursuant to securities legislation, and the regulations and policies thereunder;

(f) Lynnwood is in material compliance with all of the policies of the TSXV;

(g) no cease trade order is currently issued against Lynnwood or the Lynnwood Shares in any jurisdiction, and, to the knowledge of Lynnwood, no cease trade order is pending or threatened;

(h) Lynnwood has the requisite power, capacity and authority to enter into this Agreement on the terms and conditions herein set forth;

(i) the authorized capital of Lynnwood consists of an unlimited number of common shares, without nominal or par value, of which 5,650,000 Lynnwood Shares are issued and outstanding and all such shares are validly issued and outstanding as fully paid and non-assessable shares;

(j) no Person has any agreement, option or right, understanding, warrant call, conversion right, commitment or right or privilege of any kind to acquire or capable of becoming an agreement for the allotment, purchase or acquisition of any of the unissued share capital of Tantalex, and there are no outstanding securities or instruments which are convertible into or exchangeable for shares of Tantalex, other than the Lynnwood Options;

(k) Lynnwood has not incurred any legal liability for brokerage fees, finder`s fees, agent`s commissions or other similar forms of compensation in connection with the transactions contemplated by this Agreement;

(l) there is no suit, action, litigation, arbitration proceeding or governmental proceeding, including appeals and applications for review, in progress, or, to the knowledge of Lynnwood, pending or threatened against or relating to Lynnwood or affecting the assets of Lynnwood which if determined adversely to Lynnwood might have or might reasonably be expected to have a Material Adverse Effect on the properties, business, future prospects or the financial condition of Lynnwood and there is no circumstance, matter or thing known to Lynnwood which might give rise to any such proceeding or to any governmental investigation relative to Lynnwood and there is not outstanding against Lynnwood any judgment, decree, injunction, rule or order of any court, government department, commission, agency or arbitrator;

(m) Lynnwood is a taxable Canadian corporation as defined in the Tax Act and is not liable, in any material respect, for any Canadian federal, provincial, municipal or local taxes, sales tax assessments, withholding taxes, employee or other remittances, or other imposts or penalties due and unpaid at the date hereof in respect of its income, capital, employees, business or property, or for the payment of any tax instalment due in respect of its current

taxation year (but not including taxes accruing due) or any previous taxation years, and no such taxes, assessments, imposts, remittances or penalties are required to be reserved against. All such taxes, assessments, imposts, remittances and penalties have been properly calculated by Lynnwood, in all material respects. Lynnwood is not in default in filing any returns or reports covering any Canadian federal, provincial, municipal or local taxes, assessments or other imposts in respect of its income, business or property and Lynnwood has complied with all withholding, collection, remittance and other obligations under any applicable taxing statute;

(n) the entering into and performance of this Agreement and the transactions contemplated herein by Lynnwood will not violate:

(i) the constating documents or by-laws of Lynnwood;

(ii) any agreement to which Lynnwood is a party and will not give any Person any right to terminate or cancel any agreement or any right enjoyed by Lynnwood because of such agreement, and will not result in the creation or imposition of any lien, encumbrance or restriction of any nature whatsoever in favour of a third party upon or against Lynnwood or the assets of Lynnwood; or

(iii) any statute, regulation, by-law, order, judgment, or decree by which Lynnwood is bound, except for such violations which would not have a Material Adverse Effect on the financial condition, assets or affairs of Lynnwood;

(o) there is no pending disagreement between Lynnwood and its auditors which could materially affect the financial condition of Lynnwood;

(p) since November 30, 2012, there has not been any Material Adverse Change in the condition or operation of Lynnwood or in its assets, liabilities or financial condition;

(q) the Lynnwood Financial Statements, are true and correct and present fairly, in all material respects, the financial position of Lynnwood as at such dates and the results of its operations and changes in financial position for the periods indicated in the said statements, and have been prepared in accordance with IFRS applied on a basis consistent with that of prior periods;

(r) Lynnwood has no material liabilities, contingent or otherwise, except those set out in the Lynnwood Financial Statements, or, thereafter, incurred in the ordinary course of business, and except in the ordinary course of business, Lynnwood has not guaranteed or indemnified, or agreed to guarantee or indemnify, any debt, liability or other obligation of any Person;

(s) other than amounts owing to reimburse individuals for business expenses pursuant to subsection 8.2(b) of TSXV Policy 2.4, Lynnwood is not indebted to:

(i) any director, officer or shareholder of Lynnwood; or

(ii) any corporation controlled, directly or indirectly, by any one or more of those Persons referred to in subsection 4.2(s) hereof;

(t) none of those Persons referred to in subsection 4.2(s) hereof is indebted to Lynnwood;

(u) no Person has any written or oral agreement, option, understanding or commitment or any right or privilege capable of becoming an agreement for the purchase, exchange, transfer or other disposition from Lynnwood of any of its assets;

(v) the information concerning Lynnwood to be set forth in the Listing Statement will contain no untrue statement of a material fact and will not omit to state a material fact that is required to be stated or that is necessary to make a statement therein not misleading in light of the circumstances in which it will be made, and such information in the Listing Statement will constitute full, true and plain disclosure of all material facts relating to Lynnwood therein;

(w) the execution and delivery of this Agreement and the completion of the transactions contemplated herein have been, or in respect of the transactions contemplated herein will have been prior to Closing, duly approved by the board of directors of Lynnwood and this Agreement constitutes a valid and binding obligation of Lynnwood enforceable against it in accordance with its terms, subject, however, to limitations imposed by law in connection with bankruptcy or similar proceedings and to the extent that equitable remedies such as specific performance or injunction are granted at the discretion of a court of competent jurisdiction and no other corporate proceedings on its part are required to authorize this Agreement, other than the approval by the shareholders of Lynnwood of the matters contemplated in the Circular;

(x) the board of directors of Lynnwood entitled to vote have endorsed the Amalgamation and approved this Agreement, have determined that the Amalgamation and this Agreement are in the best interests of Lynnwood and its shareholders, and have resolved to recommend approval of the Amalgamation by applicable shareholders;

(y) no consent, approval, order or authorization of, or registration, declaration or filing with, any third party or Governmental Entity is required by or with respect to Lynnwood in connection with the execution and delivery of this Agreement by Lynnwood, the performance of its obligations hereunder or the consummation by Lynnwood of the transactions contemplated hereby other than: (a) the approval of the Lynnwood Share Consolidation, and the Amalgamation and the Amalgamation Agreement by the shareholders of Lynnwood, the approval of the Amalgamation by the Director, the TSXV Delisting and the acceptance of the Listing by the CNSX; (b) such registrations and other actions required under Applicable Securities Laws as are contemplated by this Agreement and registrations and applications required as a result of the formation of a new corporation on the Amalgamation; (c) any filings with the Director; and (d) any other consents, approvals, orders, authorizations, registrations, declarations or filings which, if not obtained or made, would not, individually or in the aggregate, have a Material Adverse Effect on Lynnwood or prevent or materially impair Lynnwood's ability to perform its obligations hereunder;

(z) the documents filed on SEDAR complied in all material respects with Applicable Securities Laws in the jurisdictions they were filed at the time they were filed, and Lynnwood has not filed any confidential filings with any securities authorities which continue to be confidential;

(aa) there is no "material fact" or "material change" (as those terms are defined in Applicable Securities Laws) in the affairs of Lynnwood that has not been generally disclosed to the public;

(bb) the Listing Statement will contain a list of all material contracts, agreements and commitments (whether written or oral) to which Lynnwood is a party, and all of such material contracts, agreements and commitments are in full force and effect and Lynnwood is and will not be at Closing, in default under any of such contracts, agreements or commitments, save and except for any breach or default which is not material or which has been waived in writing by the other party to such contract, agreement or commitment;

(cc) there does not exist any state of facts which after notice or lapse of time, or both, will constitute a material default or breach on the part of Lynnwood under any of the provisions contained in any of the material contracts, commitments or agreements referred to in subsection 4.2(bb) hereof;

(dd) the corporate records and minute books of Lynnwood contain, in all material respects, complete and accurate minutes of all material decisions made at any meeting of the directors and shareholders since its date of incorporation, together with the full text of all resolutions of directors and shareholders passed in lieu of such meetings, duly signed;

(ee) to the best of the knowledge of Lynnwood other than the Lynnwood Escrow Agreement, there does not currently exist any shareholders agreement, pooling agreement, voting trust or other similar type of arrangement in respect of outstanding securities of Lynnwood;

(ff) Lynnwood has filed all forms, reports, documents and information required to be filed by it, whether pursuant to applicable securities legislation or otherwise, with the applicable securities commissions (the "**Disclosure Documents**"). As of the time the Disclosure Documents were filed with the applicable securities regulators and on SEDAR (or, if amended or superseded by a filing prior to the date of this letter agreement, then on the date of such filing): (i) each of the Disclosure Documents complied in all material respects with the requirements of the Applicable Securities Laws in the jurisdictions they were filed; and (ii) none of the Disclosure Documents contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(gg) Lynnwood has no reasonable grounds for believing that a creditor of Lynnwood will be prejudiced by the Amalgamation;

(hh) except as contemplated herein, Lynnwood is not currently a party to any contract, agreement or understanding with any officer, director, employee, shareholder or any other Person not dealing at arm's length with Lynnwood; and

(ii) Computershare Trust Company of Canada has been duly appointed as the registrar and transfer agent of Lynnwood.

ARTICLE V
COVENANTS

5.1 **General Covenants of Lynnwood**. Lynnwood covenants and agrees that, until Closing or the date on which this Agreement is terminated, and unless otherwise contemplated herein, it shall:

(a) take all requisite action to:

(i) approve this Agreement;

(ii) complete the Lynnwood Share Consolidation;

(iii) complete the TSXV Delisting; and

(iv) approve such actions as the other parties hereto may determine to be necessary or desirable for the purposes hereof;

(b) in consultation with Tantalex and its counsel, prepare and file the Listing Statement all in accordance with applicable laws;

(c) use its reasonable commercial efforts to preserve intact as a going concern its business organization and goodwill, to keep available the services of its officers and employees as a group and to maintain its business relationships;

(d) give its consent (and provide such other reasonable assurances as may be required) and use its best efforts to obtain (including the provision of such reasonable assurances as may be required), consents of all other Persons to the transactions contemplated by this Agreement, as may be required pursuant to any statute, law or ordinance or by any governmental or other regulatory authority having jurisdiction;

(e) upon Lynnwood receiving notification or other information from any regulatory authority or body concerning the transactions contemplated hereunder, such information shall be promptly disclosed in writing to the counsel for Tantalex;

(f) in consultation with Tantalex and its counsel, forthwith use its commercially reasonable efforts to assist Tantalex in meeting its obligations pursuant to Section 5.2(f) hereof;

(g) take all steps necessary to make proper disclosure within such time as required by any regulatory authority and any other applicable statutes and laws concerning this Agreement and the transactions contemplated herein;

(h) use its reasonable commercial efforts to maintain its status as a reporting issuer in Alberta and British Columbia;

(i) use all reasonable commercial efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder set forth in Article V to the extent the same is within its control and take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under all applicable laws to complete the amalgamation, including using its reasonable commercial efforts to:

(i) obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to loan agreements, leases and other contracts;

(ii) obtain all necessary consents, approvals and authorizations as are required to be obtained by it under any applicable laws;

(iii) effect all necessary registrations and filings and submissions of information requested by governmental entities required to be effected by it in connection with this Amalgamation and participate and appear in any proceedings of either party before governmental entities in connection with this Amalgamation;

(iv) oppose, lift or rescind any injunction or restraining order or other order or action seeking to stop or otherwise adversely affect the ability of the parties to consummate the transactions contemplated hereby;

(v) fulfill all conditions and satisfy all provisions of this Agreement;

(vi) cooperate with the other parties to this Agreement in connection with the performance by Lynnwood of its obligations hereunder; and

(vii) not take any action, refrain from taking any action or permit any action to be taken or not taken that is inconsistent with this Agreement or that would reasonably be expected to significantly impede the consummation of the Amalgamation;

(j) not incur any material liabilities of any kind whatsoever, whether or not accrued and whether or not determined or determinable, in respect of which Lynnwood may become liable on or after the Closing Date, except as set out in Lynnwood's Financial Statements and except for those public company and transactional costs incurred prior to Closing;

(k) to file, duly and timely, all tax returns required to be filed by it and to pay promptly all taxes, assessments and governmental charges which are claimed by any governmental authority to be due and owing and not to enter into any agreement, waiver or other arrangement providing for an extension of time with respect to the filing of any tax return or the payment or assessment of any tax, governmental charge or deficiency; and

(l) neither declare nor pay any dividends or other distributions or returns of capital on Lynnwood Shares from the date of this Agreement until the Closing Date without the prior consent of Tantalex;

5.2 **General Covenants of Tantalex**. Tantalex covenants and agrees that, until Closing or the date on which this Agreement is terminated, and unless otherwise contemplated herein, it shall:

(a) take all requisite action to:

(i) approve this Agreement; and

(ii) approve such actions as Lynnwood may determine to be necessary or desirable for the purposes hereof;

(b) in consultation with Lynnwood and its counsel, prepare and file the Listing Statement all accordance with applicable laws;

(c) use its reasonable commercial efforts to preserve intact as a going concern its business organization and goodwill, to keep available the services of its officers and employees as a group and to maintain its business relationships;

(d) give its consent (and provide such other reasonable assurances as may be required) and use its best efforts to obtain (including the provision of such reasonable assurances as may be required), consents of all other Persons to the transactions contemplated by this Agreement, as may be required pursuant to any statute, law or ordinance or by any governmental or other regulatory authority having jurisdiction;

(e) upon Tantalex receiving notification or other information from any regulatory authority or body concerning the transactions contemplated hereunder, such information shall be promptly disclosed in writing to the solicitors for Lynnwood;

(f) in consultation with Lynnwood and its counsel, forthwith use its commercially reasonable best efforts to obtain all necessary regulatory approvals and to make application to the CNSX for the Listing following the Closing and assist in making all submissions, preparing all press releases and circulars and making all notifications required with respect to this transaction and the issuance of securities as contemplated hereunder;

(g) take all steps necessary to make proper disclosure within such time as required by any regulatory authority and any other applicable statutes and laws concerning this Agreement and the transactions contemplated herein;

(h) use all reasonable commercial efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder set forth in Article VI to the extent the same is within its control and take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under all applicable laws to complete the amalgamation, including using its reasonable commercial efforts to:

(i) obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to loan agreements, leases and other contracts;

(ii) obtain all necessary consents, approvals and authorizations as are required to be obtained by it under any applicable laws;

(iii) effect all necessary registrations and filings and submissions of information requested by governmental entities required to be effected by it in connection with the amalgamation and participate and appear in any proceedings of either party before governmental entities in connection with the Amalgamation;

(iv) oppose, lift or rescind any injunction or restraining order or other order or action seeking to stop or otherwise adversely affect the ability of the parties to consummate the transactions contemplated hereby;

(v) fulfill all conditions and satisfy all provisions of this Agreement;

(vi) cooperate with the other parties to this Agreement in connection with the performance by Tantalex of its obligations hereunder; and

(vii) not take any action, refrain from taking any action or permit any action to be taken or not taken that is inconsistent with this Agreement or that would reasonably be expected to significantly impede the consummation of the amalgamation;

(i) not incur any material liabilities of any kind whatsoever, whether or not accrued and whether or not determined or determinable, in respect of which Tantalex may become liable on or after the Closing Date, except as set out in Tantalex 's Financial Statements or the Listing Statement and except for those costs in the ordinary course of business and transactional costs incurred prior to Closing;

(j) to file, duly and timely, all tax returns required to be filed by it and to pay promptly all taxes, assessments and governmental charges which are claimed by any governmental authority to be due and owing and not to enter into any agreement, waiver or other arrangement providing for an extension of time with respect to the filing of any tax return or the payment or assessment of any tax, governmental charge or deficiency; and

(k) neither declare nor pay any dividends or other distributions or returns of capital on Tantalex Shares from the date of this Agreement until the Closing Date without the prior written consent of Lynnwood.

ARTICLE VI
CONDITIONS TO CLOSING

6.1 **Conditions Precedent to Obligations of Tantalex**. The obligations of Tantalex to complete the transactions contemplated hereunder shall be subject to the satisfaction of, or compliance with, at or before the Closing Date, each of the following conditions precedent (each of which is hereby acknowledged to be for the exclusive benefit of Tantalex and may be waived by Tantalex in whole or in part on or before the Closing Date):

(a) Tantalex shall on or before the Closing Date have received from Lynnwood all documents and instruments as Tantalex may reasonably request for the purpose of effecting the Amalgamation in accordance with the terms of this Agreement;

(b) all of the representations and warranties of Lynnwood made in or pursuant to this Agreement shall be true and correct in all material respects as at the Closing Date and with the same effect as if made at and as of the Closing Date (except as such representations and warranties may be affected by the occurrence of events or transactions expressly contemplated and permitted hereby that are not materially adverse and arise in the ordinary course of business) and Tantalex shall have received certificates dated as at the Closing Date in form satisfactory to Tantalex and their solicitors, acting reasonably, signed by a senior officer or director of Lynnwood on behalf of Lynnwood, certifying the truth and correctness in all material respects of the representations and warranties of Lynnwood set out in this Agreement;

(c) Lynnwood will have performed and complied with all terms, covenants and conditions required by this Agreement to be performed or complied with by it on or before the Closing Date;

(d) at the Closing Date, there shall have been no change in the condition (financial or otherwise), properties, assets, liabilities, earnings, or business operations or prospects of Lynnwood from that shown on or reflected in Lynnwood's Financial Statements which would constitute a Material Adverse Effect;

(e) Lynnwood shall deliver to Tantalex at Closing a favourable opinion of its solicitors (it being understood that such counsel may rely, to the extent appropriate is the

circumstances, as to matters of fact on a certificate(s) of a senior officer of Lynnwood and on a certificate(s) of the registrar and transfer agent of Lynnwood, and on opinions from local solicitors) in form satisfactory to the solicitors for Tantalex acting reasonably;

(f) all consents, approvals, orders and authorizations of any Persons or governmental authorities in Canada or elsewhere (or registrations, declarations, filings or records with any such authorities), including, without limitation, all such registrations, recordings and filings with such securities regulatory and other public authorities as may be required to be obtained by Lynnwood in connection with the execution of this Agreement, the Closing or the performance of any of the terms and conditions hereof, or from the shareholders of Tantalex, if necessary, shall have been obtained on or before the Closing Date;

(g) Lynnwood shall be a reporting issuer in good standing in the provinces of Alberta and British Columbia and neither Lynnwood nor any of its securities shall be the subject of any cease trade order or regulatory enquiry or investigation in any jurisdiction;

(h) Lynnwood shall receive the resignations of such directors and officers of Lynnwood as is necessary to be consistent with the proposed officers and directors of the Lynnwood disclosed in the Listing Statement;

(i) upon Closing, all regulatory requirements shall have been or are capable of being satisfied, including satisfaction of the initial listing requirements of the CNSX;

(j) Lynnwood shall deliver, or cause to be delivered to Tantalex on or before the Closing Date such other certificates, agreements or other documents as may reasonably be required by Tantalex or its solicitors, acting reasonably, to give full effect to this Agreement including, but not limited to, a mutual release executed by departing officers and directors of Lynnwood;

(k) at or prior to Closing, Lynnwood shall have filed all tax returns required to be filed by it prior to the date hereof in all applicable jurisdictions and shall have paid, collected and remitted all taxes, customs duties, tax installments, levies, assessments, reassessments, penalties, interest and fines due and payable, collectible or remittable by it at such time. All such tax returns shall properly reflect, and shall not in any respect understate the income, taxable income or the liability for taxes of Tantalex in the relevant period and the liability of Lynnwood for the collection, payment and remittance of tax under applicable Tax Laws;

(l) upon Closing, Lynnwood shall have withheld and remitted all amounts required to be withheld and remitted by it in respect of any taxes, governmental charges or assessments in respect of any taxable year or portion thereof up to and including February 28, 2013;

(m) rights of dissent to the Amalgamation pursuant to subsection 190(1)(c) of the CBCA shall not have been exercised, nor shall proceedings have been initiated to exercise such rights by Tantalex Shareholders that exceed 25% of the Tantalex Shares or such other amounts which in the opinion of the board of directors of Tantalex, acting reasonably, may have a Material Adverse Effect upon the business, property or financial condition of Lynnwood or Tantalex;

(n) Lynnwood shall have received the requisite approvals by its shareholders for all of the matters contemplated in the Circular;

(o) Lynnwood shall have completed the Lynnwood Share Consolidation; and

(p) Lynnwood shall have completed the Lynnwood Delivery.

6.2 **Conditions Precedent to Obligations of Lynnwood**. The obligation of Lynnwood to complete the transactions contemplated hereunder shall be subject to the satisfaction of or compliance with, at or before the Closing Date, each of the following conditions precedent (each of which is hereby acknowledged to be for the exclusive benefit of Lynnwood and may be waived by Lynnwood in writing, in whole or in part, on or before the Closing Date):

(a) Lynnwood shall on or before the Closing Date have received from Tantalex all other documents and instruments as Lynnwood may reasonably request for the purpose of effecting the Amalgamation in accordance with the terms of this Agreement;

(b) upon Closing, Tantalex shall have withheld and remitted all amounts required to be withheld and remitted by it in respect of any taxes, governmental charges or assessments in respect of any taxable year or portion thereof up to and including March 31, 2013;

(c) all of the representations, warranties and covenants of Tantalex made in or pursuant to this Agreement shall be true and correct in all material respects as at the Closing Date and with the same effect as if made at and as of the Closing Date (except as such representations and warranties may be affected by the occurrence of events or transactions expressly contemplated and permitted hereby that are not materially adverse and arise in the ordinary course of business) and Lynnwood shall have received a certificate of Tantalex dated as at the Closing Date in form satisfactory to Lynnwood and its solicitors, acting reasonably, certifying the truth and correctness in all material respects of the representations, warranties and covenants of Tantalex set out in this Agreement;

(d) Tantalex will have performed and complied with all terms, covenants and conditions required by this Agreement to be performed or complied with by it on or before the Closing Date;

(e) at the Closing Date, there shall have been no change in the condition (financial or otherwise), properties, assets, liabilities, earnings, or business operations or prospects of the Tantalex Group from that shown on or reflected in Tantalex's Financial Statements which would constitute a Material Adverse Effect;

(f) Tantalex shall deliver to Lynnwood at Closing a favourable opinion (including opinions on Tantalex and the Tantalex Subsidiaries and on title to Tantalex’s Assets, including, without limitation, the Concessions) of its solicitors (it being understood that such counsel may rely, to the extent appropriate in the circumstances, as to matters of fact on a certificate(s) of a senior officer of Tantalex and on opinions from local solicitors) in form satisfactory to the solicitors for Lynnwood acting reasonably;

(g) all consents, approvals, orders and authorizations of any Persons or governmental authorities in Canada or elsewhere (or registrations, declarations, filings or records with any such authorities), including, without limitation, all such registrations, recordings and

filings with such securities regulatory and other public authorities as may be required to be obtained by Tantalex in connection with the execution of this Agreement, the Closing or the performance of any of the terms and conditions hereof, shall have been obtained on or before the Closing Date;

(h) upon Closing, all regulatory requirements shall have been or are capable of being satisfied, satisfaction of the initial listing requirements of the CNSX;

(i) Tantalex shall deliver, or cause to be delivered to Lynnwood on or before the Closing Date such other certificates, agreements or other documents as may reasonably be required by Lynnwood or its solicitors, acting reasonably, to give full effect to this Agreement including but not limited to (i) a mutual release executed by Lynnwood in favour of the departing officers and directors of Lynnwood and (ii) an indemnity executed by Lynnwood in favour of departing officers and directors of Lynnwood; and

(j) neither Tantalex nor any of its securities shall be the subject of any cease trade order or regulatory enquiry or investigation in any jurisdiction.

ARTICLE VII
AMENDMENT AND TERMINATION OF AGREEMENT

7.1 **Amendment**. This Agreement may, at any time and from time to time, be amended by written agreement of the parties hereto without, subject to applicable law, further notice to or authorization on the part of their respective shareholders and any such amendment may, without limitation:

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

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

(c) waive compliance with or modify any of the covenants herein contained and waive or modify performance of any of the obligations of the parties hereto; or

(d) waive compliance with or modify any other conditions precedent contained herein;

provided that no such amendment shall change the provisions hereof regarding the consideration to be received by securityholders of Lynnwood and securityholders of Tantalex without approval by such securityholders of Lynnwood and Tantalex given in the same manner as required for the approval of the Amalgamation.

7.2 **Rights of Termination**. If any of the conditions contained in Article VI shall not be fulfilled or performed by May 31, 2013 (the "**Termination Date**") and such condition is contained in:

(a) Section 6.1 hereof, Tantalex may terminate this Agreement by notice to Lynnwood; or

(b) Section 6.2 hereof, Lynnwood may terminate this Agreement by notice to Tantalex.

If this Agreement is terminated as aforesaid, the party terminating this Agreement shall be released from all obligations under this Agreement, all rights of specific performance against such party shall terminate and, unless such party can show that the condition the non-performance of which has caused such party to terminate this Agreement was reasonably capable of being performed by the other party, then the other

party shall also be released from all obligations hereunder; and further provided that any of such conditions may be waived in full or in part by either of the parties without prejudice to its rights of termination in the event of the non-fulfillment or non-performance of any other condition.

7.3 **Notice of Unfulfilled Conditions**. If Lynnwood or Tantalex shall determine at any time prior to the Effective Date that it intends to refuse to consummate the Amalgamation or any of the other transactions contemplated hereby because of any unfulfilled or unperformed condition contained in this Agreement on the part of the other of them to be fulfilled or performed, Lynnwood or Tantalex, as the case may be, shall so notify the other of them forthwith upon making such determination in order that such other of them shall have the right and opportunity to take such steps, at its own expense, as may be necessary for the purpose of fulfilling or performing such condition within a reasonable period of time, but in no event later than the Termination Date.

7.4 **Mutual Termination**. This Agreement may, at any time, but no later than the last Business Day immediately preceding the Effective Date, be terminated by mutual agreement of the directors of Lynnwood and Tantalex without further action on the part of the shareholders of Lynnwood or Tantalex, and, if the Amalgamation does not become effective on or before the Termination Date, either Lynnwood or Tantalex may unilaterally terminate this Agreement, which termination will be effective upon a resolution to that effect being passed by its directors and notice thereof being given to the other of them.

ARTICLE VIII
GENERAL

8.1 **Stand Still Agreement**. As long as this Agreement is in effect and except as contemplated herein, neither Lynnwood nor Tantalex (including their respective directors, officers and agents) will solicit any discussions, expressions of interest, proposals or accept any offers from any Person relating to a possible merger, amalgamation, arrangement or relating to the sale of substantially all of the shares or assets, or any controlling equity interest of Lynnwood or Tantalex (other than as contemplated under this Agreement), as applicable, provided however that the board of directors of Lynnwood and Tantalex, as applicable, may take action or refrain from taking action as is appropriate to satisfy applicable fiduciary duties and further provided that Lynnwood and Tantalex (including their directors, officers and agents) may solicit and accept offers if the articles of amalgamation are not filed with the Director on or before the Termination Date.

8.2 **Disclosure of Alternative Transaction**. In the event either Tantalex or Lynnwood shall receive an unsolicited proposal, offer or expression of interest in connection with any of those matters referred to in Section 8.1 on or before the Termination Date, the recipient of such proposal, offer or expression of interest shall notify the other party and shall provide details of such proposal, offer or expression of interest to the other party.

8.3 **Confidentiality & Public Notices**. Except where compliance with this Section 8.3 would result in a breach of applicable law, notices, releases, statements and communications to Third Parties, including employees of the parties and the press, relating to transactions contemplated by this Agreement will be made only in such manner as shall be authorized and approved by Tantalex, who when required, shall use its best efforts to provide such authorization and approval to Lynnwood in a timely manner as shall permit compliance by Lynnwood with all continuous disclosure to any regulatory authority or obligations under any applicable securities regulations. Lynnwood and Tantalex shall maintain the confidentiality of any information received from each other in connection with the transactions contemplated by this Agreement. In the event that the issuance of the Exchange Shares provided for in this Agreement is not consummated, each party shall return any confidential schedules, documents or other written information to the party who provided same in connection with this Agreement. Tantalex agrees that it will not,

directly or indirectly, make reciprocal use for its own purposes of any information or confidential data relating to Lynnwood or Lynnwood's Business discovered or acquired by it, its representatives or accountants as a result of Lynnwood making available to it, its representatives and accountants, any information, books, accounts, records or other data and information relating to Lynnwood or Lynnwood's Business and Tantalex agrees that it will not disclose, divulge or communicate orally, in writing or otherwise (directly or indirectly), any such information or confidential data so discovered or acquired by any other Person. Lynnwood agrees that it will not, directly or indirectly, make reciprocal use for its own purposes of any information or confidential data relating to Tantalex discovered or acquired by it, its representatives or accountants as a result of Tantalex making available to it any information, books, accounts, records or other data and information relating to Tantalex and Lynnwood agrees that it will not disclose, divulge or communicate orally, in writing or otherwise, any such information or confidential data so discovered or acquired to any other Person.

8.4 **Notices**. All notices or other communications required to be given in connection with this Agreement shall be given in writing and shall be given by personal delivery, by registered mail or by transmittal by electronic communication addressed to the recipient as follows:

To Lynnwood and Lynnwood Sub:

2060-777 Hornby Street
Vancouver, British Columbia
V6Z 1T7

Attention: Robert Lipsett, Chief Executive Officer
Email: rlipsett@trafalgarfin.com

with a copy to:

Garfinkle Biderman LLP
Dundee Place
1 Adelaide Street East, Suite 801
Toronto, Ontario
M5C 2V9

Attention: Robbie Grossman
Email: rgrossman@garfinkle.com

To the Tantalex:

3 Place du Commerce, Suite 500
Montréal, Québec
H3E 1H7

Attention: Jean-Robert Pronovost, Chief Financial Officer
Email: jrp@charbone.com

with a copy to:

De Grandpré Chait S.E.N.C.R.L./LLP
1000, Rue De La Gauchetière Ouest, Bureau 2900
Montréal, Québec

H3B 4W5

Attention: Michael Lebeuf
Email: mlebeuf@degrandpre.com

or to such other address or individual as may be designated by notice given by either party to the other. Any such communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the fifth Business Day following the deposit thereof in the mail and, if given by email, shall be deemed given and received on the date of such transmission if received during the normal business hours of the recipient and on the next Business Day if it is received after the end of such normal business hours on the date of its transmission. If the party giving any such communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such communication shall not be mailed but shall be given by personal delivery or email.

8.3 **Expenses**. Except as otherwise provided herein, all costs and expenses (including, without limitation, the fees and disbursements of legal counsel) incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expenses.

8.4 **Time of the Essence**. Time shall be of the essence hereof.

8.5 **Further Assurances**. The parties hereto shall with reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall execute and deliver such further documents, instruments, papers and information as may be reasonably requested by another party hereto in order to carry out the purpose and intent of this Agreement.

8.6 **Law and Jurisdiction**. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein. The parties hereby attorn to the jurisdiction of the Courts of Alberta in any dispute that may arise hereunder.

8.7 **Counterparts**. For the convenience of the parties, this Agreement may be executed in several counterparts, each of which when so executed shall be, and be deemed to be, an original instrument and such counterparts together shall constitute one and the same instrument (and notwithstanding their date of execution shall be deemed to bear date as of the date of this Agreement). A signed facsimile, portable document format (PDF) or telecopied copy of this Agreement shall be effective and valid proof of execution and delivery.

8.8 **Entire Agreement**. This Agreement, including the Schedules attached hereto, together with the agreements and other documents to be delivered pursuant hereto, constitute the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein and therein. This Agreement may not be amended or modified in any respect except by written instrument signed by all parties.

8.9 **Severability**. The invalidity or unenforceability of any provision of this Agreement or any covenant herein contained shall not affect the validity or enforceability of any other provision or covenant hereof or herein and this Agreement shall be construed as if such invalid or unenforceable provision or covenant were omitted.

8.10 **Enurement**. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the successors and permitted assigns of the parties hereto.

8.11 **Waivers**. The parties hereto may, by written agreement (i) extend the time for the performance of any of the obligations or other acts of the parties hereto, (ii) waive any inaccuracies in the warranties, representations, covenants or other undertakings contained in this Agreement or in any document or certificate delivered pursuant to this agreement, or (iii) waive compliance with or modify any of the warranties, representations, covenants or other undertakings or obligations contained in this Agreement and waive or modify performance by any of the parties thereto.

8.12 **Form of Documents**. All documents to be executed and delivered by Lynnwood to Tantalex on the Closing Date shall be in form and substance satisfactory to Tantalex acting reasonably. All documents to be executed and delivered by Tantalex to Lynnwood on the Closing Date shall be in a form and substance satisfactory to Lynnwood, acting reasonably.

8.13 **Construction Clause**. This Agreement has been negotiated and approved by counsel on behalf of all hereto and, notwithstanding any rule or maxim of construction to the contrary, any ambiguity or uncertainty to be construed against any party hereto by reason of the authorship of any of the provisions hereof.

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

LYNNWOODCAPITAL INC.

_____

Name:
Title:
I have authority to bind the corporation.

8482373 CANADA INC.

_____

Name:
Title:
I have authority to bind the corporation.

TANTALEX CORPORATION

_____

Name:
Title:
I have authority to bind the corporation.

Schedule "A"
Articles of Amalgamation

(see attached)

Industry Canada | Industrie Canada

Canada Business Corporations Act (CBCA) | Loi canadienne sur les sociétés par actions (LCSA)

FORM 9 ARTICLES OF AMALGAMATION (SECTION 185)

FORMULAIRE 9 STATUTS DE FUSION (ARTICLE 185)

Form 9

1 -- Name of the Amalgamated Corporation / Dénomination sociale de la société issue de la fusion

Tantalex Resources Inc.

2 -- The province or territory in Canada where the registered office is to be situated (do not indicate the full address) / La province ou le territoire au Canada où sera situé le siège social (n'indiquez pas l'adresse complète)

Québec

3 -- The classes and any maximum number of shares that the corporation is authorized to issue / Catégories et tout nombre maximal d'actions que la société est autorisée à émettre

An unlimited number of common shares.

4 -- Restrictions, if any, on share transfers / Restrictions sur le transfert des actions, s'il y a lieu

Shares from the share capital of the Corporation shall not be transferred unless the restrictions on the transfer of securities of the Corporation contained in Section 7 of these Articles are complied with.

5 -- Minimum and maximum number of directors (for a fixed number of directors, please indicate the same number in both boxes) / Nombre minimal et maximal d'administrateurs (pour un nombre fixe, veuillez indiquer le même nombre dans les deux cases)

Minimum: 1 Maximum: 10 Minimal : Maximal :

6 -- Restrictions, if any, on business the corporation may carry on / Limites imposées à l'activité commerciale de la société, s'il y a lieu

None.

7 -- Other provisions, if any / Autres dispositions, s'il y a lieu

See Schedule "A" attached.

8 -- The amalgamation has been approved pursuant to that section or subsection of the Act which is indicated as follows: / La fusion a été approuvée en accord avec l'article ou le paragraphe de la Loi indiqué ci-après

☒ 183 ☐ 184(1) ☐ 184(2)

9 -- **Declaration:** I hereby certify that I am a director or an officer of the corporation. / **Déclaration :** J'atteste que je suis un administrateur ou un dirigeant de la société.

Name of the amalgamating corporations / Dénomination social des sociétés fusionnantes	Corporation No. / N° de la société	Signature
Tantalex Corporation	7 9 9 1 4 8 - 7	
8482373 Canada Inc.	8 4 8 2 3 7 - 3	
	-	
	-	
	-	
	-	

Note:
Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding $5,000 or to imprisonment for a term not exceeding six months or both (subsection 250(1) of the CBCA).

Nota :
Faire une fausse déclaration constitue une infraction et son auteur, sur déclaration de culpabilité par procédure sommaire, est passible d'une amende maximale de 5 000 $ ou d'un emprisonnement maximal de six mois, ou de ces deux peines (paragraphe 250(1) de la LCSA).

Canada

Schedule "A"

Section 7

Securities of the Corporation, other than non-convertible debt securities, shall not be transferred unless: (a) (i) the consent of the directors of the Corporation is obtained, to be evidenced by a resolution passed by the directors, or (ii) the consent of shareholders holding more than 50% of the shares entitled to vote at such time is obtained, to be evidenced by a resolution passed by all of the shareholders, or by an instrument or instruments in writing signed by shareholders holding more than 50% of the shares entitled to vote at such time; or (b) in the case of securities, other than shares from the share capital of the Corporation, which are subject to restrictions on transfer contained in a security holders' agreement, such restrictions on transfer are complied with.

SCHEDULE "B"
STOCK OPTION PLAN

(see attached)

STOCK OPTION PLAN OF
TANTALEX RESOURCES CORPORATION
(approved by shareholders on May 13, 2013)

PART 1 - INTRODUCTION

1.01 Purpose

The purpose of the Plan is to secure for the Corporation and its shareholders the benefits of incentive inherent in share ownership by the directors, officers, key employees and, subject to the terms and conditions herein, consultants of the Corporation and its Affiliates who, in the judgment of the Board, will be largely responsible for its future growth and success.

1.02 Definitions

(a) "Affiliate" has the meaning ascribed thereto in the *Business Corporations Act* (British Columbia) as amended from time to time.

(b) "Board" means the board of directors of the Corporation.

(c) "Consultant" has the meaning ascribed to such term in National Instrument 51-102 – National Instrument – *Continuous Disclosure Obligations*.

(d) "Corporation" means Tantalex Corporation, a corporation duly incorporated under the laws of the Province of British Columbia, and its Affiliates, if any.

(e) "Eligible Person" shall mean an officer or director of the Corporation ("**Executive**") or an employee of the Corporation ("**Employee**") or a Management Company Employee or a Consultant.

(f) "Exchange" means the Canadian National Stock Exchange.

(g) "Exercise Notice" means the notice respecting the exercise of an Option, substantially in the form attached to the Option Certificate, duly executed by the Optionee.

(h) "Exercise Price" means the price at which an Option may be exercised as determined in accordance with section 2.03.

(i) "Insider" means (i) an insider as defined in the *Securities Act* (British Columbia), other than a person who falls within the definition solely by virtue of being a director or senior officer of a subsidiary of the Corporation, and (ii) an associate of any person who is an insider by virtue of the preceding sub-clause (i).

(j) "Investor Relations Activities" has the meaning ascribed to such term in Policy 1.

(k) "Management Company Employee" means an individual employed by a person providing management services to the Corporation, which are required for the ongoing successful operation of the business enterprise of the Corporation, but excluding a Person engaged in Investor Relations Activities.

(l) "Option" shall mean an option granted under the terms of the Plan.

(m) “Option Certificate” means the certificate, substantially in the form set out as Schedule “A” hereto, evidencing an Option.

(n) "Option Period" shall mean the period during which an option may be exercised.

(o) "Optionee" shall mean an Eligible Person to whom an Option has been granted under the terms of the Plan.

(p) "Outstanding Issue" means the number of Shares outstanding on a non-diluted basis.

(q) "Plan" means the stock option plan established and operated pursuant to Part 2 hereof.

(r) "Policy 1" means the Exchange’s Policy 1 entitled "Interpretation and General Provisions" as amended from time to time.

(s) "Shares" shall mean the common shares of the Corporation.

PART 2 - SHARE OPTION PLAN

2.01 Participation

Options shall be granted only to Eligible Persons.

2.02 Determination of Option Recipients

The Board shall make all necessary or desirable determinations regarding the granting of Options to Eligible Persons and may take into consideration the present and potential contributions of a particular Eligible Person to the success of the Corporation and any other factors which it may deem proper and relevant.

2.03 Price

The price at which an Optionee may purchase a Share upon the exercise of an Option shall be determined from time to time by the Board and shall be as set forth in the Option Certificate issued in respect of such Option but, in any event, shall not be less than the greater of the closing market price of the Shares on (i) the trading day prior to the date of grant of the Options, and (ii) the date of grant of the Options.

2.04 Grant of Options

The Board may at any time authorize the granting of Options to such Eligible Persons as it may select for the number of Shares that it shall designate, subject to the provisions of the Plan. The date of each grant of Options shall be determined by the Board when the grant is authorized.

In the event that Options are granted to Employees, Management Company Employees or Consultants, the Corporation represents that such Optionees shall be bona fide Employees, Management Company Employees or Consultants, as the case may be.

The Corporation may at the time of granting options hereunder provide for additional terms and conditions which are not inconsistent with Part 2 hereof including, without limitation, terms and conditions deferring or delaying the date at which an Option may be exercised in whole or in part. Such additional terms and conditions shall be as set forth in the Option Certificate issued in respect of such Option

2.05 Term of Options

Unless otherwise expired pursuant to the terms of the Plan, all Options granted to an Optionee pursuant to

this Plan shall expire at the close of business ten (10) years from the date of grant, or such earlier date as the Board shall decide when the Option is granted.

Upon the expiration of the Option Period the Options granted shall forthwith expire and terminate and be of no further force or effect whatsoever as to such of the Shares in respect of which the Option hereby granted has not then been exercised.

No Optionee or his or her legal representative, legatees or distributees will be, or will be deemed to be, a holder of any Shares subject to an Option, unless and until certificates for such Shares are issued to him, her or them or a securities intermediary with whom the Optionee (or his or her legal representative, legatees or distributees) has an account, is recorded as the owner of such Shares in a book-entry system under the terms of the Plan.

2.06 Exercise of Options

Except as set forth in section 2.10, no Option may be exercised unless the Optionee is at the time of such exercise;

(a) in the case of an Employee, in the employ of the Corporation or any Affiliate and shall have been continuously so employed since the grant of his or her Option, or have been a Consultant of the Corporation during such time thereafter, but absence on leave, having the approval of the Corporation or such Affiliate, shall not be considered an interruption of employment for any purpose of the Plan;

(b) in the case of a Consultant, under contract with the Corporation or any Affiliate and shall have been continuously so contracted since the grant of the Option; or

(c) in the case of an Executive, a director or officer of the Corporation or any Affiliate and shall have been such a director or officer continuously since the grant of his or her Option.

No Option may be exercised by an Optionee until the Plan has been approved by the shareholders of the Corporation.

The exercise of any Option will be contingent upon receipt by the Corporation of cash payment of the full Exercise Price of the Shares being purchased by 5:00 p.m. (EST) on the last day of the Option Period by delivering to the Corporation an Exercise Notice, the applicable Option Certificate and a certified cheque or bank draft payable to the Corporation in an amount equal to the aggregate Exercise Price of the Shares to be purchased pursuant to the exercise of the Option.

2.07 Vesting of Options

All Options granted to an Optionee pursuant to this Plan shall vest and become fully exercisable as determined by the Board when the Option is granted.

2.08 Restrictions on Grant of Options

Options will not be granted to an Eligible Person conducting Investor Relations Activities if the total number of listed securities (either issued directly or issuable on exercise of Options or convertible securities) provided as compensation to such Eligible Person would exceed one (1%) percent of the Outstanding Issue in any 12 month period.

2.09 Lapsed Options

If Options are surrendered, terminated or expire without being exercised in whole or in part, new Options may be granted covering the Shares not purchased under such lapsed Options.

2.10 Effect of Termination of Employment, Death or Disability

(a) If an Optionee shall die while employed by the Corporation or its Affiliate, or while an Executive, any Options held by the Optionee at the date of death, which have vested pursuant to section 2.07, shall become exercisable, in whole or in part, but only by the persons or persons to whom the Optionee's rights under the Option shall pass by the Optionee's will or the laws of descent and distribution (the "**Successor Optionee**"). Notwithstanding the foregoing, the Board, in its discretion, may resolve that all of the Options held by an Optionee at the date of death which have not yet vested shall vest immediately upon death. All such Options shall be exercisable only to the extent that the Optionee was entitled to exercise the Option at the date of his or her death and only for one (1) year after the date of death or prior to the expiration of the Option Period in respect thereof, whichever is sooner, except that in the event the expiration of the Option Period is earlier than one (1) year after the date of death, at the discretion of the Board, the Options shall be exercisable for up to one (1) year after the date of death of the Optionee.

(b) If the employment of an Optionee shall terminate due to disability while the Optionee is employed by the Corporation or its Affiliate, any Option held by the Optionee on the date the employment of the Optionee is terminated due to disability, which have vested pursuant to section 2.07, shall become exercisable, in whole or in part. Notwithstanding the foregoing, the Board, in its discretion, may resolve that all of the Options held by an Optionee on the date the employment of the Optionee is terminated due to disability which have not yet vested shall vest immediately upon such date. All such Options shall be exercisable only to the extent that the Optionee was entitled to exercise the Option at the date of his or her termination due to disability and only for one (1) year after the date of termination or prior to the expiration of the Option Period in respect thereof, whichever is sooner, provided that Options that become exercisable due to disability shall only be exercisable by the person or persons who have the legal authority to act on behalf of the Optionee in connection with the rights of the Optionee to the Option.

(c) Subject to section 2.10(d), Options granted to any Optionee must expire not later than one (1) year following the date the Optionee ceases to be an Executive, Employee, Consultant or Management Company Employee, which shall be determined by the Board at the time of each grant. Notwithstanding the foregoing, the Board, in its discretion, may resolve that all of the Options held by an Optionee on the date the Optionee ceases to be an Executive, Employee, Consultant or Management Company Employee which have not yet vested shall vest immediately upon such date.

(d) If the employment of an Employee or Consultant is terminated for cause no Option held by such Optionee may be exercised following the date upon which Termination occurred.

2.11 Effect of Amalgamation, Consolidation or Merger

If the Corporation amalgamates, consolidates with or merges with or into another corporation any Shares receivable on the exercise of an Option shall be converted into the securities, property or cash which the Optionee would have received upon such amalgamation, consolidation or merger if the Optionee had exercised his or her option immediately prior to the record date applicable to such amalgamation, consolidation or merger, and the Exercise Price shall be adjusted appropriately by the Board and such adjustment shall be binding for all purposes of the Plan.

2.12 Adjustment in Shares Subject to the Plan

If there is any change in the Shares through or by means of a declaration of stock dividends of Shares or

consolidations, subdivisions or reclassification of Shares, or otherwise, the number of Shares available under the Plan, the Shares subject to any Option, and the Exercise Price thereof shall be adjusted appropriately by the Board and such adjustment shall be effective and binding for all purposes of the Plan.

2.13 Hold Period

All Options and any Shares issued on the exercise of Options may be subject to and legended with a four month hold period commencing on the date the Options were granted pursuant to applicable securities laws. Any Shares issued on the exercise of Options may be subject resale restrictions contained in National Instrument 45-102 – *Resale of Securities* which would apply to the first trade of the Shares.

2.14 Notification of Grant of Option

Following the granting of an Option by the Board, the Corporation shall notify the Optionee in writing of the Option and shall enclose with such notice the Option Certificate representing the Option so granted. Each Optionee, concurrently with the notice of the grant of an Option, shall be provided with a copy of the Plan.

PART 3 - GENERAL

3.01 Number of Shares

The aggregate number of Shares that may be reserved for issuance, from time to time, under the Plan shall not exceed ten (10%) percent of the total Outstanding Issue.

3.02 Transferability

All benefits, rights and options accruing to any Optionee in accordance with the terms and conditions of the Plan shall not be transferable or assignable unless specifically provided herein. During the lifetime of an Optionee, all benefits, rights and options may only be exercised by the Optionee.

3.03 Employment

Nothing contained in any Plan shall confer upon any Optionee any right with respect to employment or continuance of employment with the Corporation or any Affiliate, or interfere in any way with the right of the Corporation or any Affiliate to terminate the Optionee's employment at any time. Participation in any Plan by an Optionee is voluntary.

3.04 Approval of Plan

The Plan shall only become effective after it has been approved by the shareholders of the Corporation; provided, however, unless consistent with the terms contained herein and approved by the Board, nothing contained herein shall in any way affect Options previously granted by the Corporation and currently outstanding.

The obligation of the Corporation to sell and deliver Shares in accordance with the Plan is subject to the approval of any governmental authority having jurisdiction or any stock exchanges on which the Shares are listed for trading which may be required in connection with the authorization, issuance or sale of such Shares by the Corporation. If any Shares cannot be issued to any Optionee for any reason including, without limitation, the failure to obtain such approval, then the obligation of the Corporation to issue such Shares shall terminate and any Optionee's option price paid to the Corporation shall be returned to the Optionee.

3.05 Administration of the Plan

The Board is authorized to interpret the Plan from time to time and to adopt, amend and rescind rules and regulations for carrying out the Plan. The interpretation and construction of any provision of the Plan by the Board

shall be final and conclusive. Administration of the Plan shall be the responsibility of the appropriate officers of the Corporation and all costs in respect thereof shall be paid by the Corporation.

3.06 Income Taxes

As a condition of and prior to participation in the Plan, if requested by the Board, a Optionee shall authorize the Corporation in written form to withhold from any remuneration otherwise payable to such Optionee any amounts required by any taxing authority to be withheld for taxes of any kind as a consequence of such participation in the Plan.

In addition, if the Corporation is required under the *Income Tax Act* (Canada) or any other applicable law to make source deductions in respect of employee stock option benefits to the Optionee and to remit to the applicable governmental authority an amount on account of tax on the value of the taxable benefit associated with the issuance of Shares on exercise of Options, then the Optionee shall (i) pay to the Corporation, in addition to the Exercise Price for the Options, sufficient cash as is reasonably determined by the Corporation to be the amount necessary to permit the required tax remittance, (ii) authorize the Corporation, on behalf of the Optionee, to sell in the market on such terms and at such time or times as the Corporation determines a portion of the Shares being issued upon exercise of the Options to realize cash proceeds to be used to satisfy the required tax remittance, or (iii) make other arrangements acceptable to the Corporation to fund the required tax remittance.

3.07 Amendments to the Plan

The Board reserves the right to amend, modify or terminate the Plan at any time if and when it is advisable in the absolute discretion of the Board. However, any amendments of the Plan which could result, at any time, in:

(a) a material increase in the benefits under the Plan; or

(b) an increase in the number of Shares which would be issued under the Plan (except any increase resulting automatically from an increase in the total Outstanding Issue); or

(c) a material modification in the requirement as to eligibility for participation in the Plan;

shall be effective only upon the approval of the shareholders of the Corporation. Any amendment to any provision of the Plan shall be subject to approval, if required, by any regulatory body having jurisdiction over the securities of the Corporation.

3.08 Amendments to Options

The terms of an Option may not be amended once issued. If an Option is cancelled prior to the expiration of the Option Period, the Corporation shall not grant new Options to the same Optionee until 30 days have elapsed from the date of cancellation.

3.09 No Representation or Warranty

The Corporation makes no representation or warranty as the future market value of any Shares issued in accordance with the provisions of the Plan.

3.10 Interpretation

The Plan will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

3.11 Compliance with Applicable Law, etc.

If any provision of the Plan or of any Option Certificate delivered pursuant to the Plan contravenes any law or any order, policy, by-law or regulation of any regulatory body or stock exchange having authority over the Corporation or the Plan then such provision shall be deemed to be amended to the extent required to bring such provision into compliance therewith.

SCHEDULE "A"
TANTALEX RESOURCES CORPORATION

STOCK OPTION PLAN
OPTION CERTIFICATE

This Certificate is issued pursuant to the provisions of the Tantalex Resources Corporation (the "**Corporation**") stock option plan (the "**Plan**") and evidences that ● is the holder (the "**Optionee**") of an option (the "Option") to purchase up to ● common shares (the "**Shares**") in the capital stock of the Corporation at a purchase price of $ ● per Share (the "**Exercise Price**").

Subject to the provisions of the Plan:

(a) the effective date of the grant of the Option is ● ;
(b) the Option Period expires at 5:00 p.m. (EST) on ● ; and
(c) the Options shall vest as follows ● ;

The vested portion or portions of the Option may be exercised at any time and from time to time from and including the date of the grant of the Option through to 5:00 p.m. (EST) on the expiration date of the Option Period by delivering to the Corporation an Exercise Notice, in the form attached, together with this Certificate and a certified cheque or bank draft payable to the Corporation in an amount equal to the aggregate of the Exercise Price of the Shares in respect of which the Option is being exercised.

This Certificate and the Option evidenced hereby is not assignable, transferable or negotiable and is subject to the detailed terms and conditions contained in the Plan, the terms and conditions of which the Optionee hereby expressly agrees with the Corporation to be bound by. This Certificate is issued for convenience only and in the case of any dispute with regard to any matter in respect hereof, the provisions of the Plan and the records of the Corporation shall prevail.

All terms not otherwise defined in this Certificate shall have the meanings given to them under the Plan.

Dated this ● day of ● , ● .

TANTALEX RESOURCES CORPORATION

Per: _____

Authorized Signatory

TANTALEX RESOURCES CORPORATION

STOCK OPTION PLAN
EXERCISE NOTICE

TO: Tantalex Resources Corporation (the "Corporation")

The undersigned, being the holder of options to purchase _____ common shares of Tantalex Resources Corporation at the exercise price of _____ per share, hereby irrevocably gives notice, pursuant to the stock option plan of the Corporation (the "**Plan**"), of the exercise of the Option to acquire and hereby subscribes for _____ of such common shares of the Corporation.

The undersigned tenders herewith a certified cheque or bank draft payable to the Corporation in an amount equal to the aggregate Exercise Price of the aforesaid common shares exercised and directs the Corporation to issue a share certificate evidencing said common shares in the name of the undersigned to be mailed to the undersigned at the following address:

_____
_____
_____
_____

By executing this Exercise Notice, the undersigned hereby confirms that the undersigned has read the Plan and agrees to be bound by the provisions of the Plan. All terms not otherwise defined in this Exercise Notice shall have the meanings given to them under the Plan or the attached Option Certificate.

DATED the _____ day of _____, _____.

_____
Signature of Option Holder