BRAVURA VENTURES CORP.

NOTICE OF MEETING

AND

MANAGEMENT INFORMATION CIRCULAR

FOR THE

ANNUAL AND SPECIAL GENERAL MEETING OF SHAREHOLDERS

TO BE HELD ON NOVEMBER 14, 2014

OCTOBER 16, 2014

BRAVURA VENTURES CORP.

NOTICE OF ANNUAL AND SPECIAL GENERAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN that an annual and special general meeting (the "Meeting") of shareholders of Bravura Ventures Corp. (the "Company") will be held at 1000 – 840 Howe Street, Vancouver, British Columbia, on Friday, November 14, 2014, at the hour of 10:00 a.m. (Vancouver time) for the following purposes:

1. To receive the financial statements of the Company for the fiscal year ended January 31, 2014 and the report of the auditors thereon.

2. To set the number of and to elect directors.

3. To appoint auditors and to authorize the directors to fix the remuneration of the auditors.

4. To consider and, if thought fit, pass a resolution approving the Company's incentive stock option plan, as more particularly described in the accompanying information circular (the "Circular").

5. To consider and, if thought fit, pass a special resolution approving an amendment to the articles of the Company, as more particularly described in the accompanying Circular.

6. Pursuant to an order (the "Interim Order") dated October 15, 2014, of the Supreme Court of British Columbia to consider and, if thought fit, pass a resolution (the "Arrangement Resolution") to approve an arrangement (the "Arrangement") under section 288 of the *Business Corporations Act* (British Columbia) involving the Company, Spinco A and Spinco B, the full text of which resolution is set out in Schedule A to, and all as more particularly described in, the Circular.

7. To consider other matters, including without limitation such amendments or variations to any of the foregoing resolutions, as may properly come before the Meeting or any adjournment thereof.

The texts of the Arrangement Resolution and the agreement in respect of the Arrangement are set forth in Schedule A and Schedule B, respectively, to the Circular.

Pursuant to the Interim Order, holders of common shares of the Company have been granted the right to dissent against the Arrangement Resolution and to be paid the fair value of their common shares of the Company in respect of the Arrangement Resolution in accordance with the terms of the Interim Order and section 238 of the *Business Corporations Act* (British Columbia). This right is described in the Circular under the heading "Rights of Dissent".

Only holders of record of common shares of the Company at the close of business on September 17, 2014 will be entitled to vote in respect of the matters to be voted on at the Meeting or any adjournment thereof.

Your vote is important regardless of the number of common shares of the Company you own. Shareholders who are unable to attend the Meeting in person are asked to sign, date and return the enclosed form of proxy relating to the common shares of the Company held by them in the envelope provided for that purpose.

To be effective, the proxy must be duly completed and signed and then deposited with either the Company's registrar and transfer agent, TMX Equity Transfer Services, 200 University Avenue, Suite 300, Toronto, Ontario, M5H 4H1 before 10:00 a.m. (Vancouver time) on November 12, 2014, or if the Meeting is adjourned or postponed, before 10:00 a.m. (Vancouver time) on the day that is at least two business days preceeding the date of the reconvening of any adjourned or postponed meeting.

DATED at Vancouver, British Columbia, this 16th day of October, 2014.

Bravura Ventures Corp.

By Order of the Board

"Brook Bellian"

Brook Bellian
Chief Executive Officer

INFORMATION CIRCULAR

as at October 16, 2014

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SUMMARY OF INFORMATION CIRCULAR

This summary is qualified in its entirety by the more detailed information appearing elsewhere in this Circular, the Arrangement Agreement and Plan of Arrangement attached as Schedule B to this Circular and the financial statements attached as Schedule G and Schedule H to this Circular. Capitalized terms used in this summary and elsewhere in this Circular and not otherwise defined are defined in the "Glossary of Terms" which follows this summary.

References in this Circular to a fiscal or financial year are to the year ended January 31, 2014, unless otherwise indicated. References in this Circular are to Canadian dollars unless otherwise indicated.

The Meeting

The Meeting will be held at 1000 – 840 Howe Street, Vancouver, British Columbia, on November 14, 2014, commencing at the hour of 10:00 a.m. (Vancouver time).

At the Meeting, Shareholders will be asked to elect directors (see "Annual Meeting Business - Election of Directors"), appoint its auditor (see "Annual Meeting Business - Appointment of Auditor") and approve the Option Plan (see "Annual Meeting Business – Approval of Incentive Stock Option Plan"). Shareholders will also be asked to consider, and if deemed advisable, approve the Arrangement Resolution authorizing the Arrangement and to consider, and if deemed advisable, approve the Articles Amendment Resolution and to consider such other matters as may properly come before the Meeting

The Arrangement

The purpose of the Arrangement is to restructure the Company by creating two companies, Spinco A and Spinco B, which will become reporting issuers in the Provinces of British Columbia and Alberta upon completion of the Arrangement. The Company believes this will be beneficial to the Shareholders, as it is intended that Spinco A will enter into the business of advanced digital processing solutions and wireless technologies (as further described below) and Spinco B will enter into the Ascore Agreement upon completion of the Arrangement. Management also believes that by creating these two new companies and providing Shareholders with interests in both of these companies, Shareholder value will be enhanced.

The Company has entered into the Ascore Letter Agreement whereby the Company has agreed to, subject to certain terms and conditions:

- complete the Arrangement, including the creation of Spinco B;
- prior to the Effective Date, complete the Consolidation; and
- subject to completion of the Arrangement, cause Spinco B to negotiate the Ascore Agreement with Ascore for the Proposed Ascore Acquisition, namely the acquisition by Spinco B of the Ascore Assets.

Spinco A is intended to become a reporting issuer with a business focused on opportunities in the field of advanced digital processing solutions and wireless technologies. The Company previously entered into a letter agreement with Nutaq dated August 14, 2014 whereby the Company agreed to complete the Arrangement and create Spinco A and enter into a proposed business combination with Nutaq following the Arrangement. The letter agreement was subsequently terminated due to Nutaq's inability to provide the financial statements required under applicable securities laws in advance of the Meeting. Spinco A intends to complete a business combination with Nutaq following completion of the Arrangement by way of a share exchange or asset acquisition (or any other form or type of business combination mutually acceptable to both parties) subject to completion of due diligence, structuring and negotiation of definitive terms and compliance with all applicable securities laws.

The proposed acquisitions are subject to completion of the Arrangement. Should the Arrangement be completed, each of the proposed acquisitions would be subject to the execution by Spinco A or Spinco B, as the case may be, of definitive agreements, respectively. The terms and conditions of such definitive agreements have not been finalized.

Pursuant to the Ascore Letter Agreement, the Company agreed with Ascore that Spinco B will issue 70,000,000 Spinco B Shares to acquire the Ascore Assets. In addition, Ascore has agreed to pay the Company a transaction fee of $45,000 and cover the Company's expenses in connection with the Arrangement up to $20,000 subject to certain exceptions.

It is anticipated that the Proposed Ascore Acquisition will be subject to standard closing conditions, including completion by Spinco B of a financing of $55,000, as applicable, requisite corporate and regulatory approvals and due diligence.

The Board of Directors approved the Arrangement and authorized the making of an application to the Court for the calling of the Meeting. Provided all conditions to implement the Arrangement are satisfied, the appropriate votes of Shareholders' authorizing the implementation of the Arrangement are obtained and the Final Court Order is obtained, the following steps will occur as an arrangement as contemplated in Section 288 of the BCA, one immediately after the other:

(a) The Company will alter its share capital by creating an unlimited number of New Common Shares, Class 1 Reorganization Shares and Class 2 Reorganization Shares, and will attach rights and restrictions to the New Common Shares, Class 1 Reorganization Shares and Class 2 Reorganization Shares.

(b) Each issued and outstanding Common Share (other than Common Shares held by Dissenting Shareholders) will be exchanged with Shareholders for one New Common Share, one Class 1 Reorganization Share, one Class 2 Reorganization Share, and the Common Shares will be cancelled.

(c) All of the Class 1 Reorganization Shares will be transferred by Shareholders to Spinco A in exchange for Spinco A Shares in accordance with the Spinco A Reorganization Ratio, which will be calculated from the division of one (1) Spinco A Share to be issued, as numerator, for every two (2) Class 1 Reorganization Shares outstanding on the Effective Date, as denominator. Spinco A will not issue any fractional Spinco A Shares, and any fractional Spinco A Shares resulting from the exchange will be cancelled.

(d) All of the Class 2 Reorganization Shares will be transferred by Shareholders to Spinco B in exchange for Spinco B Shares in accordance with the Spinco B Reorganization Ratio, which will be calculated from the division of one (1) Spinco B Share to be issued, as numerator, for every two (2) Class 2 Reorganization Shares outstanding on the Effective Date, as denominator. Spinco B will not issue any fractional Spinco B Shares, and any fractional Spinco B Shares resulting from the exchange will be cancelled.

(e) The Company will redeem all of the Class 1 Reorganization Shares from Spinco A and will satisfy the redemption amount of such shares by the transfer to Spinco A of $45,000 of working capital, which will enable Spinco A to have sufficient working capital to enter into the Nutaq Agreement.

(f) The Company will redeem all of the Class 2 Reorganization Shares from Spinco B and will satisfy the redemption amount of such shares by the transfer to Spinco B of $45,000 of working capital, which will enable Spinco B to have sufficient working capital to enter into the Ascore Agreement.

As a result of the foregoing, on the Effective Date three companies will exist, the Company, Spinco A and Spinco B. The Company will continue to hold its existing assets and remaining working capital. Each of

Spinco A and Spinco B will hold $45,000 of working capital and Shareholders (other than Dissenting Shareholders) will own New Common Shares, Spinco A Shares and Spinco B Shares.

Approval by and Recommendation of the Board of Directors

The Board of Directors unanimously approved the Arrangement subject to certain conditions, and authorized submission of the Arrangement to the Shareholders for consideration and approval and to the Court for approval.

The decision of the Board of Directors to approve the Arrangement for submission to the Shareholders and to the Court was reached after consideration of a number of factors, including the following:

1. Under the terms of the Arrangement, all participating Shareholders will be treated equally.

2. The Arrangement will benefit Shareholders generally through providing them with ownership positions in:

   (i) Spinco A, a new company that is a reporting issuer in the Provinces of British Columbia and Alberta, which will have $45,000 in cash to be used towards acquiring Nutaq and pursue opportunities in the field of advanced digital processing solutions and wireless technologies;

   (ii) Spinco B, a new company that is a reporting issuer in the Provinces of British Columbia and Alberta, which will have $45,000 in cash to be used towards acquiring the Ascore Assets. It is currently anticipated that, subject to completion of the Arrangement and the execution of the Ascore Agreement, Spinco B will pursue the Proposed Ascore Acquisition; and

   (iii) A continuing interest in the Company, which is retaining ownership of its current assets and remaining working capital.

3. The Arrangement must be approved by two-thirds of the votes cast at the Meeting by Shareholders and by the Court which, the Company is advised, will consider, among other things, the fairness of the Arrangement to Shareholders (see “The Arrangement – Plan of Arrangement and Conditions to the Arrangement Becoming Effective”).

4. The availability of rights of dissent to registered Shareholders with respect to the Arrangement (see “Rights of Dissent”).

See “The Arrangement – Recommendations of Board of Directors” for other factors considered by the Board of Directors in reaching its decision.

The Board of Directors has unanimously concluded that the Arrangement is in the best interests of the Company and fair to all Shareholders and recommends that all Shareholders vote in favour of the Arrangement Resolution, thereby approving the implementation of the Arrangement. Implementation of the Arrangement is subject to fulfillment of certain conditions. See “The Arrangement – Plan of Arrangement and Conditions to the Arrangement Becoming Effective”.

Required Approvals

Shareholder Approval

In order for the Arrangement to be implemented, the Arrangement Resolution must be passed, with or without variation, by at least two-thirds of the votes cast in respect of the Arrangement Resolution by Shareholders present or voting by proxy at the Meeting.

Court Approval

The Arrangement requires Court approval under the BCA. Prior to the mailing of this Circular, the Interim Order was obtained from the Court providing for the calling and holding of the Meeting and certain other procedural matters. Following approval of the Arrangement by the Shareholders at the Meeting, the Company will make application to the Court for the Final Order. The Notice of Application for the Final Order is attached as Schedule D to this Circular. It is anticipated that the Company will make application to the Court for the Final Order at 10:00 a.m. (Vancouver time) on or about November 21, 2014, or as soon thereafter as counsel may be heard. Shareholders and interested parties have the right to appear at such hearing and present evidence. See “The Arrangement – Court Approval of Arrangement.”

Exchange Approval

The Arrangement and the listing of the New Common Shares require the approval of the Exchange. In this regard, the Company will apply to the Exchange to approve the listing of the New Common Shares in place of the existing Common Shares upon implementation of the Arrangement, subject to the fulfillment of the usual requirements of the Exchange. The approval of the Exchange is a condition of the Arrangement proceeding. In addition, the Company will apply for a temporary listing of the Class 1 Reorganization Shares and Class 2 Reorganization Shares in order to facilitate the Arrangement for tax purposes. **As of the date hereof, the Exchange has not provided its approval of the Arrangement, the listing of the New Common Shares, Class 1 Reorganization Shares or Class 2 Reorganization Shares.**

Dissenting Shareholders’ Rights on Arrangement

A Shareholder has the right to dissent in respect of the Arrangement and to be paid the fair value for its Common Shares by the Company, however dissent rights procedures must be strictly followed. See the description under “Rights of Dissent”, and the relevant sections of the BCA which have been reproduced in Schedule E to this Circular.

Certain Canadian Federal Income Tax Considerations Relating to the Arrangement

Generally, Resident Holders (as defined under the heading “Certain Canadian Federal Income Tax Consideration Relating to the Arrangement - Holders Resident in Canada” below) and Non-Resident Holders (as defined under the heading “Certain Canadian Federal Income Tax Consideration Relating to the Arrangement - Holders not Resident in Canada” below) will not realize a capital gain or capital loss for purposes of the ITA as a result of the exchange of their Common Shares for New Common Shares, Class 1 Reorganization Shares and Class 2 Reorganization Shares under the Arrangement. Resident Holders and Non-Resident Holders will also generally not realize a capital gain or capital loss for purposes of the ITA on the exchange of Class 1 Reorganization Shares or Class 2 Reorganization Shares, as applicable, for Spinco A Shares or Spinco B Shares, as applicable, under the Arrangement.

Resident Holders and Non-Resident Holders should consult with their own tax advisors with respect to the Canadian federal income tax considerations and any other applicable tax considerations in any jurisdiction relating to the Arrangement in their particular circumstances. This brief summary is qualified entirely by the discussion under the heading “Certain Canadian Federal Income Tax Considerations Relating to the Arrangement” below.

Investment Considerations

Investments in development stage companies such as the Company, Spinco A and Spinco B are highly speculative and subject to numerous and substantial risks which should be considered in relation to the Arrangement. There is no assurance that a public market will continue in the New Common Shares or that there will be a public market for the Spinco A Shares or Spinco B Shares after the Effective Date. See “Information Concerning the Company – Risk Factors”, “Information Concerning Spinco A – Risk Factors”, “Information Concerning Spinco B – Risk Factors” and “Information Concerning the Ascore Assets – Risk Factors”.

Applications to Canadian Securities Exchange

The Company will apply to the Exchange to approve the listing of the New Common Shares in place of the existing Common Shares upon implementation of the Arrangement, subject to the fulfillment of the usual requirements of the Exchange. The approval of the Exchange is a condition of the Arrangement proceeding. In addition, the Company will apply for a temporary listing of the Class 1 Reorganization Shares and Class 2 Reorganization Shares in order to facilitate the Arrangement for tax purposes. **As of the date hereof, the Exchange has not provided its approval of the Arrangement, the listing of the New Common Shares, Class 1 Reorganization Shares or Class 2 Reorganization Shares.**

Failure to Complete Arrangement

IN THE EVENT THE ARRANGEMENT RESOLUTION IS NOT PASSED BY SHAREHOLDERS, THE COURT DOES NOT APPROVE THE ARRANGEMENT OR THE ARRANGEMENT DOES NOT PROCEED FOR SOME OTHER REASON, THE WORKING CAPITAL WILL REMAIN WITH THE COMPANY AND THE COMPANY WILL CARRY ON BUSINESS AS IT IS CURRENTLY CARRIED ON. IN SUCH CIRCUMSTANCES, SPINCO A AND SPINCO B WILL LIKELY REMAIN AS DORMANT SUBSIDIARIES OF THE COMPANY.

GLOSSARY OF TERMS

For the assistance of Shareholders, the following is a glossary of terms used frequently throughout this Circular and the summary hereof.

Arrangement	The proposed arrangement under the BCA, among the Company and the Shareholders, Spinco A and its shareholders and Spinco B and its shareholders as described under the heading "The Arrangement – Details of the Arrangement".
Arrangement Agreement	The arrangement agreement made as of October 14, 2014, among the Company, Spinco A and Spinco B, a copy of which is set forth in Schedule B attached to this Circular, and any amendments made thereto.
Arrangement Resolution	The resolution, the full text of which is set forth in Schedule A attached to this Circular, to be considered, and if deemed advisable, passed, with or without variation, by the Shareholders at the Meeting.
Articles	The articles of the Company
Articles Amendment Resolution	The resolution, to be considered, and if deemed advisable, passed, with or without variation, by the Shareholders at the Meeting approving an amendment to the Articles.
Ascore	Ascore Technologies AG
Ascore Agreement	Subject to completion of the Arrangement, the acquisition agreement anticipated to be entered into between Spinco B and Ascore in respect of the Proposed Ascore Acquisition.
Ascore Assets	Means all intellectual property rights relating to the recycling technology for the recovery of resources from electronic and electric scrap incineration and dross as described under the heading "Information Concerning Ascore Assets"
Ascore Letter Agreement	The letter agreement entered into between the Company and Ascore in respect of the Arrangement and the proposed Ascore Acquisition.
BCA	The *Business Corporations Act* (British Columbia), S.B.C. 1996, c.57, as amended from time to time.
Beneficial Shareholder	A shareholder holding its Common Shares through an Intermediary, or otherwise not in the shareholder's own name.
Board of Directors or Board	The board of directors of the Company.
Circular	This Information Circular.
Class 1 Reorganization Shares	The Class 1 shares without par value in the capital of the Company, which will be issued as part of the Arrangement as set forth in the Arrangement Agreement.
Class 2 Reorganization Shares	The Class 2 shares without par value in the capital of the Company, which will be issued as part of the Arrangement as set forth in the Arrangement Agreement.
Common Shares	The common shares without par value in the capital of the Company issued and outstanding immediately prior to the implementation of the Arrangement on the Effective Date. As applicable, reference to the Common Shares refers to the common shares on a post-Consolidation basis.
Company	Bravura Ventures Corp.

Consolidation	The consolidation of the Company's share capital on the basis of one post-consolidation Common Share for every five (5) pre-consolidation Common Shares
Court	The Supreme Court of British Columbia.
CRA	Canada Revenue Agency.
Dissent Notice	A validly delivered written objection to the Arrangement Resolution, as described under "Rights of Dissent."
Dissenting Shareholder	A Shareholder who delivers a Dissent Notice and validly exercises the right of dissent provided with respect to the Arrangement, as described under "Rights of Dissent."
Effective Date	The date the Plan of Arrangement becomes effective.
Exchange	Canadian Securities Exchange.
Final Order	The final order of the Court approving the Arrangement.
Financial Statements	The audited consolidated financial statements of the Company for the period ended January 31, 2014, together with the auditors' report thereon.
Interim Order	The interim order of the Court dated October 15, 2014, providing, among other things, for the calling and holding of the Meeting, a copy of which is attached as Schedule C to this Circular.
Intermediary	A broker, intermediary, trustee or other person holding Common Shares on behalf of a Beneficial Shareholder.
ITA	The *Income Tax Act* (Canada) and the regulations thereunder, as amended.
Meeting	The annual and special general meeting of Shareholders to be held on November 14, 2014.
New Common Shares	The new common shares without par value in the capital of the Company to be issued as part of the Arrangement.
Nutaq	Nutaq Innovation Inc.
Option Plan	The Company's Incentive Stock Option Plan, as described under "Annual Meeting Business - Approval of Incentive Stock Option Plan."
Plan of Arrangement	The plan of arrangement set out as Exhibit 1 to the Arrangement Agreement which is attached as Schedule B to this Circular, and any amendments or variation thereto.
Proposed Ascore Acquisition	Subject to completion of the Arrangement and the execution of the Ascore Agreement, the proposed acquisition by Spinco B of Ascore's interest in the Ascore Assets pursuant to the Ascore Agreement
Record Date	September 17, 2014.
Registrar	The Registrar of Companies appointed under section 400 of the BCA.
SEC	The United States Securities and Exchange Commission.
Shareholders	Holders of one or more Common Shares.
Spinco A	1014372 B.C. Ltd. a subsidiary of the Company which will acquire the working capital under the Arrangement.
Spinco A Shares	The common shares without par value in the capital of Spinco A.
Spinco A Reorganization	The percentage resulting from the division of one (1) Spinco A Share to be issued, as numerator, for every two (2) Class 1 Reorganization

Ratio	Shares outstanding on the Effective Date, as denominator.
Spinco B	1014379 B.C. Ltd., a subsidiary of the Company which will acquire working capital under the Arrangement.
Spinco B Shares	The common shares without par value in the capital of Spinco B
Spinco B Reorganization Ratio	The percentage resulting from the division of one (1) Spinco B Share to be issued, as numerator, for every two (2) Class 2 Reorganization Shares outstanding on the Effective Date, as denominator.
Transfer Agent	TMX Equity Transfer Services
1933 Act	The United States *Securities Act of 1933*.

GENERAL INFORMATION FOR MEETING

Solicitation of Proxies

This Information Circular is provided in connection with the solicitation of proxies by the management of Bravura Ventures Corp. (the "Company") for use at the annual and special general meeting of the shareholders of the Company to be held at 1000-840 Howe Street, Vancouver, British Columbia, V6Z 2M1 at 10:00 a.m. on November 14, 2014 (the "Meeting"), for the purposes set out in the accompanying notice of meeting and at any adjournment thereof. The solicitation will be made by mail and may also be supplemented by telephone or other personal contact to be made without special compensation by directors, officers and employees of the Company. The Company will bear the cost of this solicitation. The Company will not reimburse shareholders, nominees or agents for the cost incurred in obtaining from their principals authorization to execute forms of proxy.

APPOINTMENT AND REVOCATION OF PROXY

Registered Shareholders

Registered shareholders may vote their common shares by attending the Meeting in person or by completing the enclosed proxy. Registered shareholders should deliver their completed proxies to **TMX Equity Transfer Services, 200 University Avenue, Suite 300, Toronto, Ontario, M5H 4H1** (by mail, telephone or internet according to the instructions on the proxy), not less than 48 hours (excluding Saturdays, Sundays and holidays) before the time for holding the Meeting, otherwise the shareholder will not be entitled to vote at the Meeting by proxy.

The persons named in the proxy are directors and officers of the Company and are proxyholders nominated by management. **A shareholder has the right to appoint a person other than the nominees of management named in the enclosed instrument of proxy to represent the shareholder at the Meeting. To exercise this right, a shareholder must insert the name of its nominee in the blank space provided. A person appointed as a proxyholder need not be a shareholder of the Company.**

A registered shareholder may revoke a proxy by:

(a) signing a proxy with a later date and delivering it at the place and within the time noted above;

(b) signing and dating a written notice of revocation (in the same manner as the proxy is required to be executed, as set out in the notes to the proxy) and delivering it to the registered office of the Company, at 3350 – 1055 Dunsumuir Street, Vancouver, BC V7X 1L2, at any time up to and including the last business day preceding the day of the Meeting, or any adjournment thereof at which the proxy is to be used, or to the Chairman of the Meeting on the day of the Meeting or any adjournment thereof,

(c) attending the Meeting or any adjournment thereof and registering with the scrutineer as a shareholder present in person, whereupon such proxy shall be deemed to have been revoked; or

(d) in any other manner provided by law.

Beneficial Shareholders

The information set forth in this section is of significant importance to many shareholders, as many shareholders do not hold their shares in the Company in their own name. Shareholders holding their shares through banks, trust companies, securities dealers or brokers, trustees or administrators of self-administered RRSP's, RRIF's, RESP's and similar plans or other persons (any one

of which is herein referred to as an "Intermediary") or otherwise not in their own name (such shareholders herein referred to as "Beneficial Shareholders") should note that only proxies deposited by shareholders appearing on the records maintained by the Company's transfer agent as registered shareholders will be recognized and allowed to vote at the Meeting. If a shareholder's shares are listed in an account statement provided to the shareholder by a broker, in all likelihood those shares are **not** registered in the shareholder's name and that shareholder is a Beneficial Shareholder. Such shares are most likely registered in the name of the shareholder's broker or an agent of that broker. In Canada the vast majority of such shares are registered under the name of CDS & Co., the registration name for The Canadian Depository for Securities, which acts as nominee for many Canadian brokerage firms. Shares held by brokers (or their agents or nominees) on behalf of a broker's client can only be voted at the Meeting at the direction of the Beneficial Shareholder. Without specific instructions, brokers and their agents and nominees are prohibited from voting shares for the broker's clients. **Therefore, each Beneficial Shareholder should ensure that voting instructions are communicated to the appropriate party well in advance of the Meeting.**

Regulatory policies require Intermediaries to seek voting instructions from Beneficial Shareholders in advance of shareholder meetings. Beneficial Shareholders have the option of not objecting to their Intermediary disclosing certain ownership information about themselves to the Company (such Beneficial Shareholders are designated as non-objecting beneficial owners, or "NOBOs") or objecting to their Intermediary disclosing ownership information about themselves to the Company (such Beneficial Shareholders are designated as objecting beneficial owners, or "OBOs").

In accordance with the requirements of National Instrument 54-101 *Communication with Beneficial Owners of Securities of a Reporting Issuer*, the Company has elected to send the notice of meeting, this Information Circular and a request for voting instructions (a "VIF"), instead of a proxy (the notice of Meeting, Information Circular and VIF or proxy are collectively referred to as the "Meeting Materials") directly to the NOBOs and indirectly through Intermediaries to the OBOs. The Intermediaries (or their service companies) are responsible for forwarding the Meeting Materials to OBOs. The Company does not intend to pay for Intermediaries to forward the Meeting materials to OBOs. OBOs will not receive the Meeting Materials unless their Intermediary assumes the cost of delivery.

Meeting Materials sent to Beneficial Shareholders are accompanied by a VIF, instead of a proxy. By returning the VIF in accordance with the instructions noted on it, a Beneficial Shareholder is able to instruct the Intermediary (or other registered shareholder) how to vote the Beneficial Shareholder's shares on the Beneficial Shareholder's behalf. For this to occur, it is important that the VIF be completed and returned in accordance with the specific instructions noted on the VIF.

The majority of Intermediaries now delegate responsibility for obtaining instructions from Beneficial Shareholders to Broadridge Investor Communication Solutions ("Broadridge") in Canada. Broadridge typically prepares a machine-readable VIF, mails these VIFs to Beneficial Shareholders and asks Beneficial Shareholders to return the VIFs to Broadridge, usually by way of mail, the Internet or telephone. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of shares to be represented at the Meeting by proxies for which Broadridge has solicited voting instructions. A Beneficial Shareholder who receives a Broadridge VIF cannot use that form to vote shares directly at the Meeting. The VIF must be returned to Broadridge (or instructions respecting the voting of shares must otherwise be communicated to Broadridge) well in advance of the Meeting in order to have the shares voted. If you have any questions respecting the voting of shares held through an Intermediary, please contact that Intermediary for assistance.

In either case, the purpose of this procedure is to permit Beneficial Shareholders to direct the voting of the shares which they beneficially own. **A Beneficial Shareholder receiving a VIF cannot use that form to vote common shares directly at the Meeting – Beneficial Shareholders should carefully follow the instructions set out in the VIF including those regarding when and where the VIF is to be delivered.** Should a Beneficial Shareholder who receives a VIF wish to attend the Meeting or have someone else attend on their behalf, the Beneficial Shareholder may request a legal proxy as set forth in the VIF, which will grant the Beneficial Shareholder or their nominee the right to attend and vote at the Meeting.

Only registered shareholders have the right to revoke a proxy. A Beneficial Shareholder who wishes to change its vote must, at least seven days before the Meeting, arrange for its Intermediary to revoke its VIF on its behalf.

All references to shareholders in this Information Circular and the accompanying instrument of proxy and notice of Meeting are to registered shareholders unless specifically stated otherwise.

The Meeting Materials are being sent to both registered and non-registered owners of the Company's shares. If you are a Beneficial Shareholder and the Company or its agent has sent the Meeting Materials directly to you, your name and address and information about your holdings of the Company's securities have been obtained in accordance with applicable securities regulatory requirements from the Intermediary holding on your behalf. By choosing to send the Meeting Materials to you directly, the Company (and not the Intermediary holding on your behalf) has assumed responsibility for (i) delivering the Meeting Materials to you and (ii) executing your proper voting instructions. Please return your voting instructions as specified in the VIF.

Voting of Shares and Exercise of Discretion of Proxies

If a Shareholder specifies a choice with respect to any matter to be acted upon, the Common Shares represented by proxy will be voted or withheld from voting by the proxyholder in accordance with those instructions on any ballot that may be called for. In the enclosed form of proxy, in the absence of any instructions in the proxy, it is intended that such shares will be voted by the proxyholder, if a nominee of management, in favour of the motions proposed to be made at the Meeting as stated under the headings in the Notice of Meeting to which this Circular is attached. If any amendments or variations to such matters, or any other matters, are properly brought before the Meeting, the proxyholder, if a nominee of management, will exercise its discretion and vote on such matters in accordance with its best judgment.

The instrument of proxy enclosed, in the absence of any instructions in the proxy, also confers discretionary authority on any proxyholder other than the nominees of management named in the instrument of proxy with respect to the matters identified herein, amendments or variations to those matters, or any other matters which may properly be brought before the Meeting. To enable a proxyholder to exercise its discretionary authority a Shareholder must strike out the names of the nominees of management in the enclosed instrument of proxy and insert the name of its nominee in the space provided, and not specify a choice with respect to the matters to be acted upon. This will enable the proxyholder to exercise its discretion and vote on such matters in accordance with its best judgment.

At the time of printing this Circular, management of the Company is not aware that any amendments or variations to existing matters or new matters are to be presented for action at the Meeting.

Voting Shares and Principal Holders Thereof

Only those Shareholders of record on the Record Date will be entitled to vote at the Meeting or any adjournment thereof, in person or by proxy. On the Record Date, 11,218,751 Common Shares were issued and outstanding, each Common Share carrying the right to one vote.

The Record Date should be distinguished from the Effective Date, which is expected to be in November 2014. Shareholders must be Shareholders on the Effective Date, and not the Record Date, to participate.

To the knowledge of the directors and officers of the Company, as of the date of this document no person or company beneficially owns, directly or indirectly, or exercises control or direction over common shares carrying more than 10% of the voting rights attached to any class of voting securities of the Company.

EXECUTIVE COMPENSATION

Compensation Discussion and Analysis

Interpretation

"Named executive officer" ("NEO") means:

(a) a Chief Executive Officer ("CEO");

(b) a Chief Financial Officer ("CFO");

(c) each of the three most highly compensated executive officers, or the three most highly compensated individuals acting in a similar capacity, other than the CEO and CFO, at the end of the most recently completed financial year whose total compensation was, individually, more than $150,000 for that financial year; and

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

The NEOs who are the subject of this Compensation Discussion and Analysis are Brook Bellian (CEO), Anthony Jackson (CFO), Ernesto Duran (former CEO) and Jerry Minni (former CFO).

Compensation Program Objectives

The objectives of the Company's executive compensation program are as follows:

- to attract, retain and motivate talented executives who create and sustain the Company's continued success;
- to align the interests of the Company's executives with the interests of the Company's shareholders; and
- to provide total compensation to executives that is competitive with that paid by other companies of comparable size engaged in similar business in appropriate regions.

Overall, the executive compensation program aims to design executive compensation packages that meet executive compensation packages for executives with similar talents, qualifications and responsibilities at companies with similar financial, operating and industrial characteristics. The Company does not anticipate generating significant revenues from operations for a significant period of time. As a result, the use of traditional performance standards, such as corporate profitability, is not considered by the Company to be appropriate in the evaluation of the performance of the NEOs.

Purpose of the Compensation Program

The Company's executive compensation program has been designed to reward executives for reinforcing the Company's business objectives and values, for achieving the Company's performance objectives and for their individual performances.

Elements of Compensation Program

The executive compensation program consists of a combination of consulting fees, performance bonus and stock option incentives.

Purpose of Each Element of the Executive Compensation Program

The base salary of an NEO is intended to attract and retain executives by providing a reasonable amount of non-contingent remuneration.

In addition to consulting fees, each NEO is eligible to receive a performance-based bonus meant to motivate the NEO to achieve short-term goals. The pre-established, quantitative target(s) used to determine performance bonuses are set each fiscal year. Awards under this plan are made by way of cash payments only, which payment are made at the end of the fiscal year.

Stock options are generally awarded to NEOs on an annual basis based on performance measured against set objectives. The granting of stock options upon hire aligns NEOs' rewards with an increase in shareholder value over the long term. The use of stock options encourages and rewards performance by aligning an increase in each NEO's compensation with increases in the Company's performance and in the value of the shareholders' investments.

Determination of the Amount of Each Element of the Executive Compensation Program, Compensation Risk and Compensation Governance

Compensation of the NEOs of the Company is reviewed annually by the Board, which approves the compensation of the NEOs. The Company does not presently have a compensation committee and the Company has not retained any compensation advisor or compensation consultant in respect of its compensation policies.

The Board intends to review from time to time and at least once annually, the risks, if any, associated with the Company's compensation policies and practices at such time. Such a review occurred at the time of preparation of this Compensation Discussion & Analysis. Implicit in the Board's mandate is that the Company's policies and practices respecting compensation, including those applicable to the Company's executives, be designed in a manner which is in the best interests of the Company and its shareholders and risk implications is one of many considerations which are taken into account in such design.

It is anticipated that the majority of the Company's executive compensation will consist of options granted under the Company's Option Plan. Such compensation is both "long term" and "at risk" and, accordingly, is directly linked to the achievement of long term value creation. As the benefits of such compensation, if any, are not realized by the executive until a significant period of time has passed, the ability of executives to take inappropriate or excessive risks that are beneficial to them from the standpoint of their compensation at the expense of the Company and its shareholders is limited.

The other two elements of compensation, consulting fees and performance bonuses, represent the remaining portion of an executive's total compensation. While neither salary nor bonus are "long term" or "at risk", as noted above, these components of compensation are not anticipated to form a significant part of total compensation and as a result it is unlikely that an executive would take inappropriate or excessive risks at the expense of the Company and its shareholders that would be beneficial to them from the standpoint of their short term compensation when their long term compensation might be put at risk from their actions.

Due to the small size of the Company, and the current level of the Company's activity, the Board is able to closely monitor and consider any risks which may be associated with the Company's compensation policies and practices. Risks, if any, may be identified and mitigated through regular Board meetings during which, financial and other information of the Company are reviewed, and which includes executive compensation. No risks have been identified arising from the Company's compensation policies and practices that are reasonably likely to have a material adverse effect on the Company.

NEOs and directors of the Company are not permitted to purchase financial instruments, including, for greater certainty, prepaid variable forward contracts, equity swaps, collars, or units of exchange funds, that are designed to hedge or offset a decrease in market value of equity securities granted as compensation or held, directly or indirectly, by the NEO or director.

Consulting Fees

Consulting fees for NEOs are expected to continue to be set annually, having regard to the individual's job responsibilities, contribution, experience and proven or expected performance, as well as to market conditions. In setting base compensation levels, consideration is to be given to such factors as level of responsibility, experience and expertise. Subjective factors such as leadership, commitment and attitude are also to be considered. The Company has not established performance goals for its NEOs.

Performance Bonuses

Given the size and nature of the Company's operations, the Company has not paid NEOs performance bonuses to date.

Stock Options

The Company has established the Option Plan under which stock options are granted to directors, officers, employees and consultants as an incentive to serve the Company in attaining its goal of improved shareholder value. The Board determines which NEOs (and other persons) are entitled to participate in the Option Plan; determines the number of options granted to such individuals; and determines the date on which each option is granted and the corresponding exercise price. Under the Option Plan, the Company may issue options equal to 10% of the outstanding common shares of the Company from time-to-time. The Option Plan was approved by Shareholders of the Company and 300,000 common shares are currently reserved for issuance under the Option Plan.

The Board makes these determinations subject to the provisions of the existing Option Plan and, where applicable, the policies of the Exchange.

Previous grants of option-based awards are taken into account when considering new grants.

Link to Overall Compensation Objectives

Each element of the executive compensation program has been designed to meet one or more objectives of the overall program.

The fixed base salary of each NEO, combined with the granting of stock options, has been designed to provide total compensation which the Board believes is competitive with that paid by other companies of comparable size engaged in similar business in appropriate regions.

Summary Compensation Table

The following table presents information concerning all compensation paid, payable, awarded, granted, given, or otherwise provided, directly or indirectly, to NEOs by the Company for services in all capacities to the Company during the three most recently completed financial years:

Name and Principal Position	Year Ended Jan. 31[1]	Salary ($)	Share-based Awards ($)	Option-based Awards ($)	Non-equity Incentive Plan Compensation[1] ($)		Pension Value ($)	All Other Compen-sation ($)	Total Compen-sation ($)
					Annual Incentive Plans	Long-term Incentive Plans			
Brook Bellian[3] Interim President & CEO	2014	Nil	N/A	Nil	N/A	N/A	N/A	Nil	Nil
	2013	Nil	N/A	Nil	N/A	N/A	N/A	28,850	28,850
	2012	N/A	N/A	18,236[2]	N/A	N/A	N/A	41,050	59,286
Anthony Jackson[4] CFO	2014	Nil	N/A	Nil	N/A	N/A	N/A	60,000	60,000
	2013	Nil	N/A	Nil	N/A	N/A	N/A	15,000	15,000
	2012	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ernesto Duran[5] Former President & CEO	2014	Nil	N/A	Nil	N/A	N/A	N/A	Nil	Nil
	2013	Nil	N/A	Nil	N/A	N/A	N/A	23,106	23,106
	2012	Nil	N/A	9,213[2]	N/A	N/A	N/A	15,000	24,213
Jerry Minni[6] Former CFO	2014	Nil	N/A	Nil	N/A	N/A	N/A	Nil	Nil
	2013	Nil	N/A	Nil	N/A	N/A	N/A	7,900[7]	7,900
	2012	Nil	N/A	18,236 [2]	N/A	N/A	N/A	23,000[7]	41,236

Notes

(1) Financial years ended January 31, 2014, 2013 and 2012

(2) Option-based awards represent the portion of total compensation that was granted as options. Option-based awards are valued at the date of the grant using the Black-Scholes option priced model which the Corporation has chosen because it is one of the most common valuation methodologies used by junior exploration issuers. The weighted average grant date fair value of the option-based awards was $0.12 per option using the following weighted average assumptions: a risk free interest rate of 2.22%, an expected life of 4.45 years, an expected volatility of 116%, and no expectation for the payments of dividends.

(3) Mr. Bellian resigned as President and CEO on December 8, 2011. Mr. Bellian was appointed as Interim President and CEO on October 12, 2012.

(4) Mr. Jackson was appointed as CFO on October 16, 2012.

(5) Mr. Ernesto Duran was appointed CEO and Interim President on December 8, 2011. Mr. Duran resigned as President and CEO on October 5, 2012.

(6) On October 16, 2012, Mr. Minni resigned as CFO.

(7) Consulting and accounting fees paid to J.A. Minni & Associates Inc., a private company controlled by Mr. Minni.

Incentive Plan Awards - Outstanding Share-Based Awards and Option-Based Awards

The following table sets forth information in respect of all share-based awards and option-based awards outstanding at the end of the most recently completed financial year to the NEOs of the Company:

Name	Option-based Awards				Share-based Awards	
	Number of securities underlying unexercised options (#)	Option exercise price ($)	Option expiration date	Value of unexercised in-the-money options ($)	Number of shares or units of shares that have not vested (#)	Market or payout value of share-based awards that have not vested ($)
Brook Bellian Interim President & CEO	150,000	$0.15	March 18, 2016	Nil[1]	N/A	N/A

Name	Option-based Awards				Share-based Awards	
	Number of securities underlying unexercised options (#)	Option exercise price ($)	Option expiration date	Value of unexercised in-the-money options ($)	Number of shares or units of shares that have not vested (#)	Market or payout value of share-based awards that have not vested ($)
ANTHONY JACKSON CFO	Nil	N/A	N/A	N/A	N/A	N/A

(1) The market value of the common shares is the closing price of the Corporation's common shares on the Exchange on January 31, 2014. The closing price of the common shares on January 31, 2014 was $0.04. Accordingly, none of the options were in-the-money as at the financial year ended January 31, 2014.

Incentive Plan Awards – Value Vested or Earned During the Most Recently Completed Financial Year

The following table presents information concerning value vested with respect to option-based awards and share-based awards for each NEO during the most recently completed financial year:

Name	Option-based awards – Value vested during the year(5) ($)	Share-based awards – Value vested during the year ($)	Non-equity incentive plan compensation – Value earned during the year ($)
BROOK BELLIAN(1) INTERIM PRESIDENT & CEO	Nil	Nil	Nil
ANTHONY JACKSON(2) CFO	Nil	Nil	Nil
ERNESTO DURAN(3) FORMER PRESIDENT & CEO	Nil	Nil	Nil
JERRY MINNI(4) FORMER CFO	Nil	Nil	Nil

(1) Mr. Bellian resigned as President and CEO on December 8, 2011. Mr. Bellian was appointed as Interim President and CEO on October 12, 2012.
(2) Mr. Jackson was appointed as CFO on October 16, 2012.
(3) Mr. Duran was appointed CEO and Interim President on December 8, 2011. Mr. Duran resigned as President and CEO on October 5, 2012.
(4) On October 16, 2012, Mr. Minni resigned as CFO.
(5) Option-based awards represent the portion of total compensation that was granted as options. Option-based awards are valued at the date of the grant using the Black-Scholes option priced model which the Corporation has chosen because it is one of the most common valuation methodologies used by junior exploration issuers. The weighted average grant date fair value of the option-based awards was $0.12 per option using the following weighted average assumptions: a risk free interest rate of 2.22%, an expected life of 4.45 years, an expected volatility of 116%, and no expectation for the payments of dividends.

Pension Plan Benefits – Defined Benefits Plan

The Company does not have a Defined Benefits Pension Plan nor a Defined Contribution Pension Plan.

Pension Plan Benefits – Defined Contribution

The Company does not have a Defined Contribution Pension Plan.

Termination and Change of Control Benefits

During the most recently completed financial year there were no employment contracts, agreement, plans or arrangements for payments to an NEO, at, following or in connection with any termination (whether voluntary, involuntary or constructive), resignation, retirement, a change in control of the Company or a change in an NEO's responsibilities.

Director Compensation

Director Compensation Table

The following table sets forth information with respect to all amounts of compensation provided to the directors of the Company (other than NEOs) for the most recently completed financial year.

Name	Year Ended	Fees Earned ($)	Share-based Awards ($)	Option-based Awards ($)(1)	Non-Equity Incentive Plan Compensation ($)	Pension Value ($)	All Other Compensation ($)	Total ($)
Quinn Field-Dyte	2014	Nil	N/A	N/A	N/A	N/A	Nil	Nil
Marc LeBlanc	2014	Nil	N/A	N/A	N/A	N/A	Nil	Nil
Michael Petrina	2014	Nil	N/A	N/A	N/A	N/A	Nil	Nil

Share-Based Awards, Options-Based Awards and Non-Equity Incentive Plan Compensation

Incentive Plan Awards - Outstanding Share-Based Awards and Option-Based Awards

The following table sets forth information in respect of all share-based awards and option-based awards outstanding at the end of the most recently completed financial year to the directors of the Company. Other than NEOs, whose compensation is fully reflected in the summary compensation table for the NEO's:

Name	Year Ended	Option-based Awards				Share-based Awards	
		Number of securities underlying unexercised options (#)	Option exercise price ($)	Option expiration date	Value of unexercised in-the-money options ($)	Number of shares or units of shares that have not vested (#)	Market or payout value of share-based awards that have not vested ($)
Quinn Field-Dyte	2014	150,000	$0.15	March 18, 2016	Nil(2)	N/A	N/A
Marc LeBlanc	2014	150,000	$0.15	March 18, 2016	Nil(2)	N/A	N/A

Name	Year Ended	Option-based Awards				Share-based Awards	
		Number of securities underlying unexercised options (#)	Option exercise price ($)	Option expiration date	Value of unexercised in-the-money options ($)	Number of shares or units of shares that have not vested (#)	Market or payout value of share-based awards that have not vested ($)
Michael Petrina	2014	Nil	N/A	N/A	N/A	N/A	N/A

Notes

(1) The market value of the common shares is the closing price of the Corporation's common shares on the Exchange on January 31, 2014. The closing price of the common shares on January 31, 2014 was $0.04. Accordingly, none of the options were in-the-money as at the financial year ended January 31, 2014.

Incentive Plan Awards – Value Vested or Earned During the Most Recently Completed Financial Year

The following table presents information concerning value vested with respect to option-based awards and share-based awards for the directors of the Company during the most recently completed financial year. Other than NEOs, whose compensation is fully reflected in the summary compensation table for the NEOs:

Name	Option-based awards – Value vested during the year[5] ($)	Share-based awards – Value vested during the year ($)	Non-equity incentive plan compensation – Value earned during the year ($)
BROOK BELLIAN[1] INTERIM PRESIDENT & CEO	Nil	Nil	Nil
ANTHONY JACKSON[2] CFO	Nil	Nil	Nil
ERNESTO DURAN[3] FORMER PRESIDENT & CEO	Nil	Nil	Nil
JERRY MINNI[4] FORMER CFO	Nil	Nil	Nil

(1) Mr. Bellian resigned as President and CEO on December 8, 2011. Mr. Bellian was appointed as Interim President and CEO on October 12, 2012.
(2) Mr. Jackson was appointed as CFO on October 16, 2012.
(3) Mr. Duran was appointed CEO and Interim President on December 8, 2011. Mr. Duran resigned as President and CEO on October 5, 2012.
(4) On October 16, 2012, Mr. Minni resigned as CFO.
(5) Option-based awards represent the portion of total compensation that was granted as options. Option-based awards are valued at the date of the grant using the Black-Scholes option priced model which the Corporation has chosen because it is one of the most common valuation methodologies used by junior exploration issuers. The weighted average grant date fair value of the option-based awards was $0.12 per option using the following weighted average assumptions: a risk free interest rate of 2.22%, an expected life of 4.45 years, an expected volatility of 116%, and no expectation for the payments of dividends.
(6) All figures in this chart are for the financial year ended Januray 31, 2014.

Securities Authorized for Issuance under Equity Compensation Plans

The following table sets out, as of the end of the most recently completed financial year all required information with respect to compensation plans under which equity securities of the Company are authorized for issuance:

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by securityholders	450,000	$0.15	Nil
Equity compensation plans not approved by securityholders	Nil	Nil	Nil
Total	450,000	$0.15	450,000

Corporate Governance

Board of Directors

The Board of Directors presently has 4 directors, two of whom are independent. The definition of independence used by the Company is that used by the Canadian Securities Administrators, which is set out in section 1.4 of National Instrument 52-110 *Audit Committees* ("NI 52-110"). A director is independent if he has no direct or indirect material relationship to the Company. A "material relationship" is a relationship which could, in the view of the Board of Directors, be reasonably expected to interfere with the exercise of the director's independent judgment. Certain types of relationships are by their very nature considered to be material relationships and are specified in section 1.4 of NI 52-110.

Kenneth Tolstam and Quinn Field-Dyte are considered to be independent directors. Anthony Jackson and Brooks Bellian are not considered to be independent as they are senior officers of the Company.

The Board believes that the principal objective of the Company is to generate economic returns with the goal of maximizing shareholder value, and that this is to be accomplished by the Board through its stewardship of the Company. In fulfilling its stewardship function, the Board's responsibilities will include strategic planning, appointing and overseeing management, succession planning, risk identification and management, environmental oversight, communications with other parties and overseeing financial and corporate issues. Directors are involved in the supervision of management.

Pursuant to the *Business Corporations Act* (British Columbia), directors must declare any interest in a material contract or transaction or a proposed material contract or transaction. Further, the independent members of the Board of Directors meet independently of management members when warranted.

Other Directorships

The directors of the Company are also directors of the following other reporting issuers:

Current Director/Nominee	Other Directorships of Other Reporting Issuers
Anthony Jackson	Nanton Nickel Corp. – since Sept. 2011 Royal Sapphire Corp. – since May 2014 Tiller Resources Ltd. – since May 2014 Oceanside Capital Corp. – since Aug. 2010 Kenna Resources Corp. – since May 2014
Quinn Field-Dyte	Revolver Resources Inc. – since May 2014 Inexco Mining Corp. – since April 2014 Walker River Resources – since Jan. 2012

Orientation and Continuing Education

The Company has not yet developed an official orientation or training program for directors. If and when new directors are added, however, they have the opportunity to become familiar with the Company by meeting with other directors and with officers and employees of the Company. As each director has a different skill set and professional background, orientation and training activities are and will continue to be tailored to the particular needs and experience of each director. The Company's financial and legal advisers are also available to the Company's directors.

Nomination of Directors

The Company does not have a formal process or committee for proposing new nominees for election to the Board of Directors. The nominees are generally the result of recruitment efforts by the Board members, including both formal and informal discussions among Board members.

Compensation

The Board has not established a compensation committee. The Board as a whole is responsible for reviewing the adequacy and form of compensation paid to the Company's executives and key employees, and ensuring that such compensation realistically reflects the responsibilities and risks of such positions. In fulfilling these responsibilities, the Board evaluates the performance of the Company's chief executive officer and other senior management in light of corporate goals and objectives, and makes recommendations with respect to compensation levels based on such evaluations.

Other Board Committees

The Board has not established any committees other than the Audit Committee.

Assessments

The Board has not, as of the present time, taken any formal steps to assess whether the Board, its committees and its individual directors are performing effectively.

Audit Committee and Relationship with Auditors

General

The Audit Committee is a standing committee of the Board, the primary function of which is to assist the Board in fulfilling its financial oversight responsibilities, which will include monitoring the quality and integrity of the Company's financial statements and the independence and performance of the Company's

external auditor, acting as a liaison between the Board and the Company's external auditor, reviewing the financial information that will be publicly disclosed and reviewing all audit processes and the systems of internal controls management and the Board have established.

Audit Committee Charter

The Board has adopted an Audit Committee Charter, which sets out the Audit Committee's mandate, organization, powers and responsibilities. The Audit Committee Charter is attached as Schedule G to this information circular.

Composition

The Audit Committee consists of the following three directors. Also indicated is whether they are 'independent' and 'financially literate'.

Name of Member	Independent(1)	Financially Literate(2)
Anthony Jackson	No	Yes
Quinn Field-Dyte	Yes	Yes
Kenneth Tollstam	Yes	Yes

Notes:

(1) A member of the Audit Committee is independent if he has no direct or indirect 'material relationship' with the Company. A material relationship is a relationship which could, in the view of the Board of Directors, reasonably interfere with the exercise of a member's independent judgment. An executive officer of the Company, such as the President or Secretary, is deemed to have a material relationship with the Company.

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

Because the shares of the Company are listed on the Exchange, it is categorized as a venture issuer. As a result, National Instrument 52-110 *Audit Committees* ("NI 52-110") exempts the members of the Company's Audit Committee from being independent.

Relevant Education and Experience

All of the members of the Company's audit committee have gained their education and experience by participating in the management of private and publicly traded companies and all member are "financially literate", meaning that they have the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can be reasonably expected to be raised by the Company's financial statements.

Audit Committee Oversight

Since the commencement of the Company's most recently completed financial year, there has not been a recommendation of the Audit Committee to nominate or compensate an external auditor which was not adopted by the Board.

Reliance on Certain Exemptions

Since the commencement of the Company's most recently completed financial year, the Company has not relied on the exemption in section 2.4 (*De Minimis Non-audit Services*) of NI 52-110 or an exemption from NI 52-110, in whole or in part, granted under Part 8 (*Exemptions*) of NI 52-110.

Pre-Approval Policies and Procedures

The Audit Committee has not adopted specific policies and procedures for the engagement of non-audit services, however, as provided for in NI 52-110, the Audit Committee must pre-approve all non-audit services to be provided to the Company or its subsidiaries, unless otherwise permitted by NI 52-110.

External Auditor Service Fees (By Category)

Financial Year Ending	Audit Fees[(1)]	Audit Related Fees[(2)]	Tax Fees[(3)]	All Other Fees[(4)]
January 31, 2014	$8,500	Nil	Nil	Nil
January 31, 2013	$13,000	Nil	Nil	Nil
January 31, 2012	$17,000	Nil	Nil	Nil

Notes:
(1) The aggregate fees billed by the Company's auditor for audit fees.
(2) The aggregate fees billed for assurance and related services by the Company's auditor that are reasonably related to the performance of the audit or review of the Company's financial statements and are not disclosed in the 'Audit Fees' column.
(3) The aggregate fees billed for professional services rendered by the Company's auditor for tax compliance, tax advice and tax planning.
(4) The aggregate fees billed for professional services other than those listed in the other three columns.

Exemption

Pursuant to section 6.1 of NI 52-110, the Company is exempt from the requirements of Part 3 *Composition of the Audit Committee* and Part 5 *Reporting Obligations* of NI 52-110 because it is a venture issuer.

Indebtedness of Directors and Senior Officers

None of the directors or executive officers of the Company or any subsidiary thereof, or any associate or affiliate of the above, is or has been indebted to the Company at any time since the beginning of the last completed financial year of the Company.

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

The Company is not aware of any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, of each of the following persons in any matter to be acted upon at the Meeting other than the election of directors or the approval of the Plan:

(a) Each person who has been a director or executive officer of the Company at any time since the beginning of the Company's last financial year;

(b) Each proposed nominee for election as a director of the Company; and

(c) Each associate or affiliate of any of the foregoing.

Interest of Informed Persons in Material Transactions

Unless otherwise disclosed herein, no informed person or proposed nominee for election as a director, or any associate or affiliate of any of the foregoing, has or has had any material interest, direct or indirect, in any transaction or proposed transaction since the commencement of the Company's most recently completed financial year, which has materially affected or will materially affect the Company or any of its subsidiaries, other than as disclosed by the Company during the course of the year or as disclosed herein.

ANNUAL MEETING BUSINESS

Financial Statements

The Financial Statements will be presented to Shareholders at the Meeting. The Financial Statements have been filed on SEDAR and are available at www.sedar.com.

Appointment of Auditor

It is the intention of the management designees, if named as proxy, to vote FOR the re-appointment of Manning Elliott LLP as auditor for the Company to hold office until the next annual general meeting of Shareholders, at a remuneration to be fixed by the Board of Directors.

Number and Election of Directors

The Board of Directors presently consists of four directors, and it is anticipated that four directors will be elected for the coming year. At the Meeting, an ordinary resolution will be proposed to set the number of directors at four (4) for the coming year. The term of office for persons elected at the Meeting will expire at the next annual general meeting of Shareholders, unless a director resigns or is otherwise removed in accordance with the BCA.

It is the intention of the management designees, if named as proxy, to vote FOR the setting of the number of directors at four (4) for the coming year.

The persons named below will be presented at the Meeting for election as directors as nominees of management. It is the intention of the management designees, if named as proxy, to vote FOR the election of the persons listed in the table below to the Board of Directors.

It should be noted that the names of further nominees for election as director may come from the floor during the Meeting.

The following table sets out the names of the persons to be presented for election as director as nominees of management, all other positions and offices with the Company now held by them, their principal occupation or employment, the year in which they became a director of the Company and the number of shares of the Company beneficially owned, directly or indirectly, or over which control or direction is exercised, by each of them, if any, as at the date hereof:

Name, Municipality of Residence, and Position(s) with the Company	Principal Occupation	Period Served as Director or Officer	Number of Voting Securities of the Company Beneficially Owned or Controlled or Directed, Directly or Indirectly
Brook Bellian British Columbia, Canada *Chief Executive Officer and Director*	Interim President and Chief Executive Officer of the Corporation	August 6, 2010 to December 8, 2011 and October 12, 2012 to present	713,000
Anthony Jackson British Columbia, Canada *Chief Financial Officer and Director*	Director and Chief Financial Officer of the Corporation	October 16, 2012 to present	765,000

Name, Municipality of Residence, and Position(s) with the Company	Principal Occupation	Period Served as Director or Officer	Number of Voting Securities of the Company Beneficially Owned or Controlled or Directed, Directly or Indirectly
Kenneth Tollstam British Columbia, Canada *Director*	Director of the Corporation	June 4, 2014 to present	Nil
Quinn Field-Dyte British Columbia, Canada *Corporate Secretary and Director*	Director and Corporate Secretary of the Corporation	August 6, 2010	250,000

Unless otherwise stated, each of the above proposed directors has held the principal occupation or employment indicated for the past five years.

The above information has been furnished by the respective directors individually.

No proposed director:

(a) Is, as at the date of this Circular, or has been, within 10 years before the date of this Circular, a director or executive officer of any company (including the Company) that, while that person was acting in that capacity,

(i) was the subject of a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation, for a period of more than 30 consecutive days;

(ii) was subject to an event that resulted, after the director or executive officer ceased to be a director or executive officer, in the company being the subject of a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation, for a period of more than 30 consecutive days; or

(iii) 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.

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

(c) Has been subject to any penalties or sanctions imposed by a court relating to Canadian securities legislation or by a Canadian securities regulatory authority or has entered into a settlement agreement with a Canadian securities regulatory authority or been subject to any other penalties or sanctions imposed by a court or regulatory body that would be likely to be considered important to a reasonable investor making an investment decision.

Approval of Incentive Stock Option Plan

The Option Plan is a "rolling" stock option plan, which makes a maximum of 10% of the issued and outstanding Common Shares available for issuance thereunder. The policies of the Exchange require that a rolling plan such as the Option Plan be approved by the Shareholders on an annual basis.

The purpose of the Option Plan is to provide directors, officers and key employees of, and certain other persons who provide services to, the Company with an opportunity to purchase Common Shares of the Company at a specific price, and subsequently benefit from any appreciation in the value of the Common Shares. This provides an incentive for such persons to contribute to the future success of the Company and enhances the ability of the Company to attract and retain skilled and motivated individuals, thereby increasing the value of the Common Shares for the benefit of all Shareholders.

The exercise price of stock options granted under the Option Plan will be determined by the Board and will be priced in accordance with the policies of the Exchange, and will not be less than the closing price of the Common Shares on the Exchange on the date prior to the date of grant less any allowable discounts. All options granted under the Plan will have a maximum term of five years.

The Option Plan provides that it is solely within the discretion of the Board of Directors to determine who should receive options and how many they should receive. The Board may issue a majority of the options to insiders of the Company. However, the Option Plan provides that in no case will the Option Plan or any existing share compensation arrangement of the Company result, at any time, in the issuance to any option holder, within a one year period, of a number of Common Shares exceeding 5% of the Company's issued and outstanding Common Share capital.

The full text of the Option Plan is available for review by any Shareholder up until the day preceding the Meeting at the Company's head office, located at Suite 800, 1199 West Hastings Street, Vancouver, BC, and will also be available at the Meeting.

Upon the approval of the Option Plan by Shareholders, Shareholder approval will not be required or sought on a case-by-case basis for the purpose of the granting of options and the exercise of options under the Option Plan.

At the Meeting, Shareholders will be asked to approve an ordinary resolution approving the Option Plan. The text of the resolution to be considered and, if thought fit, approved at the Meeting is as follows:

"BE IT RESOLVED THAT:

1. Subject to the approval of the applicable securities exchange, the Company's incentive stock option plan, which makes a total of 10% of the issued and outstanding shares of the Company available for issuance thereunder as described in the Company's Information Circular dated October 16, 2014, be and is hereby ratified, confirmed and approved.

2. Any one director or officer of the Company be and is hereby authorized and directed to perform all such acts, deeds and things and execute all such documents and other instruments as may be required to give effect to the true intent of this resolution."

Approval of the resolution will require the affirmative vote of a majority of the votes cast at the Meeting in respect thereof.

Management of the Company recommends that Shareholders vote in favour of the approval of the Option Plan, and if named as proxy, the management designees intend to vote the Common Shares represented by such proxy FOR approval of the Option Plan, unless otherwise directed in the form of proxy.

Approval of Articles Amendment Resolution

Management of the Company intends to place before the Meeting, for approval, confirmation and adoption of, with or without variation, the Articles Amendment Resolution as a special resolution to amend the Articles of the Company. If approved, the Articles Amendment Resolution will authorize the Company to delete and replace section 9.1 of the Articles as follows:

"9.1 Alteration of Authorized Share Structure

Subject to Article 9.2 and the *Business Corporations Act*, the directors of the Company may:

(a) create one or more classes or series of shares or, if none of the shares of a class or series of shares are allotted or issued, eliminate that class or series of shares;

(b) increase, reduce or eliminate the maximum number of shares that the Company is authorized to issue out of any class or series of shares or establish a maximum number of shares that the Company is authorized to issue out of any class or series for which no maximum is established;

(c) subdivide or consolidate all or any of its unissued, or fully paid issued, shares;

(d) if the Company is authorized to issue shares of a class of shares with par value;

    (i) decrease the par value of those shares; or

    (ii) if none of the shares of that class of shares are allotted or issued, increase the par value of those shares;

(e) change all or any of its unissued, or fully paid issued, shares with par value into shares without par value or any of its unissued shares without par value into shares with par value;

(f) alter the identifiying name of any of its shares; or

(g) otherwise alter its shares or authorized share structure when required or permitted to do so by the *Business Corporations Act*.

The text of the resolution to be considered and, if thought fit, approved at the Meeting is as follows:

"BE IT RESOLVED THAT:

1. Pursuant to Section 257 of the *Business Corporations Act* (British Columbia), the Articles of the Company be amended by deleting the existing section 9.1 in its entirety and replacing with the new section 9.1 as set out in the Management Information Circular for the Annual and Special General Meeting of Shareholders dated October 16, 2014.

2. Any one director or officer of the Company be and is hereby authorized and directed to perform all such acts, deeds and things and execute all such documents and other instruments as may be required to give effect to the true intent of this resolution."

Approval of the resolution will require the affirmative vote of a special majority of $66^{2/3}$% of the votes cast at the Meeting in respect thereof.

Management of the Company recommends that Shareholders vote in favour of the approval of the Articles Amendment Resolution, and if named as proxy, the management designees intend to vote the Common Shares represented by such proxy FOR approval of the Articles Amendment Resolution, unless otherwise directed in the form of proxy.

THE ARRANGEMENT

Purpose of the Arrangement

The purpose of the Arrangement is to restructure the Company by creating two companies, Spinco A and Spinco B, which will become reporting issuers in the Provinces of British Columbia and Alberta upon completion of the Arrangement. The Company believes this will be beneficial to the Shareholders, as it is intended that Spinco A will enter into the business of advanced digital processing solutions and wireless technologies (as further described below) and Spinco B will enter into the Ascore Agreement upon completion of the Arrangement. Management also believes that by creating these two new companies and providing Shareholders with interests in both of these companies, Shareholder value will be enhanced.

The Company has entered into the Ascore Letter Agreement whereby the Company has agreed to, subject to certain terms and conditions:

- complete the Arrangement, including the creation of Spinco B;
- prior to the Effective Date, complete the Consolidation; and
- subject to completion of the Arrangement, cause Spinco B to negotiate the Ascore Agreement with Ascore for the Proposed Ascore Acquisition, namely the acquisition by Spinco B of the Ascore Assets.

Spinco A is intended to become a reporting issuer with a business focused on opportunities in the field of advanced digital processing solutions and wireless technologies. The Company previously entered into a letter agreement with Nutaq dated August 14, 2014 whereby the Company agreed to complete the Arrangement and create Spinco A and enter into a proposed business combination with Nutaq following the Arrangement. The letter agreement was terminated due to Nutaq's inability to provide the financial statements required under applicable securities laws in advance of the Meeting. Spinco A intends to complete a business combination with Nutaq following completion of the Arrangement by way of a share exchange or asset acquisition (or any other form or type of business combination murually acceptable to both parties) subject to completion of due diligence, structuring and negotiation of definitive terms and compliance with all applicable securities laws.

The proposed acquisitions are subject to completion of the Arrangement. Should the Arrangement be completed, each of the proposed acquisitions would be subject to the execution by Spinco A or Spinco B, as the case may be, of definitive agreements, respectively. The terms and conditions of such definitive agreements have not been finalized.

Proposed Timetable for Arrangement

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

Meeting:	November 14, 2014
Final Court Approval:	November 21, 2014
Effective Date:	November 28, 2014

The Effective Date is an anticipated date. The Board of Directors will determine the Effective Date, based on its determination of when all conditions to the completion of the Arrangement are satisfied. Notice of the actual Effective Date will be given to Shareholders through a press release when all conditions to the Arrangement have been met and the Board of Directors is of the view that all elements of the Arrangement will be completed.

The New Common Shares are anticipated to commence trading on the Exchange one business day after the Effective Date.

The foregoing dates may be amended at the discretion of the Company.

Details of the Arrangement

The following description of the Arrangement is qualified in its entirety by reference to the full text of the Plan of Arrangement, which is included as Exhibit 1 to the Arrangement Agreement, a copy of which is attached as Schedule B to this Circular.

Pursuant to the Arrangement Agreement, the Company has agreed to transfer $45,000 of its working capital to each of Spinco A and Spinco B. These transfers will be effected pursuant to the Arrangement. Under the Arrangement, the existing Shareholders, in exchange for their Common Shares, will receive one New Common Share, a fraction of a Spinco A Common Share and a fraction of a Spinco B Common Share, determined in accordance with the Spinco A Reorganization Ratio and Spinco B Reorganization Ration, as applicable, for every existing Common Share held on the Effective Date.

The Board of Directors approved the Arrangement and authorized the making of an application to the Court for the calling of the Meeting. Provided all conditions to implement the Arrangement are satisfied, the appropriate votes of Shareholders authorizing the implementation of the Arrangement are obtained and the Final Court Order is obtained, the following steps will occur as an arrangement pursuant to Section 288 of the BCA, one immediately after the other:

(a) The Company will alter its share capital by creating an unlimited number of New Common Shares, Class 1 Reorganization Shares and Class 2 Reorganization Shares, and will attach rights and restrictions to the New Common Shares, Class 1 Reorganization Shares and Class 2 Reorganization Shares.

(b) Each issued and outstanding Common Share (other than Common Shares held by Dissenting Shareholders) will be exchanged with Shareholders for one New Common Share, one Class 1 Reorganization Share and one Class 2 Reorganization Share, and the Common Shares will be cancelled.

(c) All of the Class 1 Reorganization Shares will be transferred by Shareholders to Spinco A in exchange for Spinco A Shares in accordance with the Spinco A Reorganization Ratio. Spinco A will not issue any fractional Spinco A Shares, and any fractional Spinco A Shares resulting from the exchange will be cancelled.

(d) All of the Class 2 Reorganization Shares will be transferred by Shareholders to Spinco B in exchange for Spinco B Shares in accordance with the Spinco B Reorganization Ratio. Spinco B will not issue any fractional Spinco B Shares, and any fractional Spinco B Shares resulting from the exchange will be cancelled.

(e) The Company will redeem all of the Class 1 Reorganization Shares from Spinco A and will satisfy the redemption amount of such shares by the transfer to Spinco A of $45,000 of working capital.

(f) The Company will redeem all of the Class 2 Reorganization Shares from Spinco B and will satisfy the redemption amount of such shares by the transfer to Spinco B of $45,000 of working capital.

As a result of the foregoing, on the Effective Date three companies will exist, the Company, Spinco A and Spinco B. The Company will retain its existing assets (other than working capital transferred to Spinco A and Spinco B) and Spinco A and Spinco B will each hold $45,000 in cash, and Shareholders (other than Dissenting Shareholders) will own New Common Shares, Spinco A Shares and Spinco B Shares.

Assuming the Shareholders and the Court approve the Arrangement, the Board of Directors will still have discretion as to whether to complete the Arrangement. At the present time, the Board of Directors intends

to complete the Arrangement. See “The Arrangement - Amendment and Termination of the Arrangement Agreement.”

Fairness of Arrangement

The Arrangement was determined to be fair to the Shareholders by the Board of Directors, based upon, but not limited to, the following factors:

(a) Under the terms of the Arrangement, all Shareholders (other than Dissenting Shareholders) will be treated equally as to participation in the Arrangement.

(b) The Arrangement will benefit Shareholders generally through providing them with ownership positions in:

  (i) Spinco A, a new company that is a reporting issuer in the Provinces of British Columbia and Alberta, which will have $45,000 in cash to be used towards acquiring Nutaq and developing a business focused in the area of advanced digital processing solutions and wireless technologies;

  (ii) Spinco B, a new company that is a reporting issuer in the Provinces of British Columbia and Alberta, which will have $45,000 in cash to be used towards acquiring the Ascore Assets. It is currently anticipated that, subject to completion of the Arrangement and the execution of the Ascore Agreement, Spinco B will pursue the Proposed Ascore Acquisition; and

  (iii) A continuing interest in the Company, which is retaining ownership of its current assets and remaining working capital.

(c) Management of the Company also feels that by creating these two new companies and providing Shareholders with proportionate interests in both of those companies, while retaining their interest in the Company, Shareholder value will be enhanced.

(d) The Arrangement must be approved by two-thirds of the votes cast at the Meeting by Shareholders and by the Court which, the Company is advised, will consider, among other things, the fairness of the Arrangement to Shareholders (see “The Arrangement - Plan of Arrangement and Conditions to the Arrangement Becoming Effective”).

(e) The availability of rights of dissent to registered Shareholders with respect to the Arrangement.

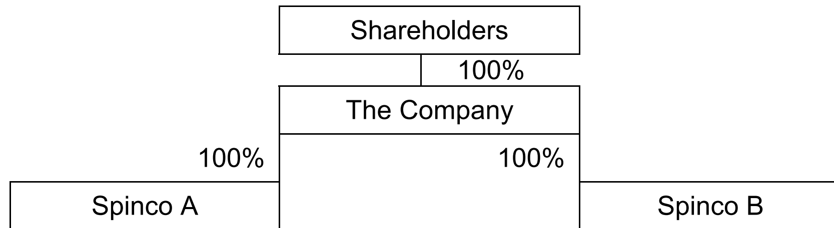
Recommendations of Board of Directors

As set out above the Board of Directors has reviewed the terms and conditions of the Arrangement and concluded that the terms thereof are fair and reasonable to, and in the best interests of, the Shareholders. The Board of Directors has therefore authorized the submission of the Arrangement to the Shareholders and the submission of the Arrangement Agreement to the Court for approval.

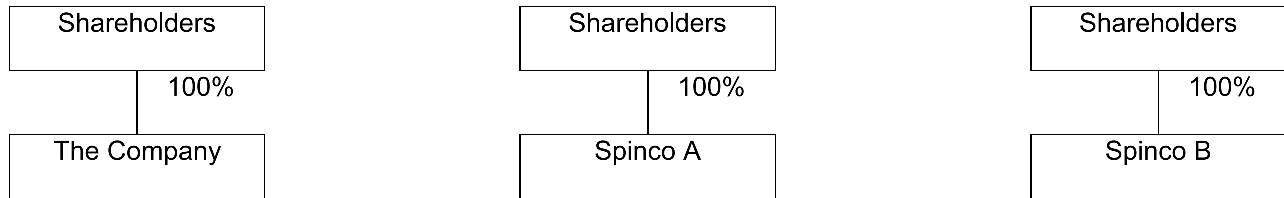
Corporate Structure

Presented below is the anticipated corporate structure of the Company before and after completion of the Arrangement:

(a) Corporate structure prior to the Arrangement:



(b) Corporate structure immediately following completion of the Arrangement:



Plan of Arrangement and Conditions to the Arrangement Becoming Effective

The directors of each of the Company, Spinco A and Spinco B have authorized the entering into, and each company has entered into, the Arrangement Agreement. A copy of the Arrangement Agreement is attached to this Circular as Schedule B and a copy of the Plan of Arrangement is attached as Exhibit 1 to the Arrangement Agreement.

Pursuant to the Arrangement Agreement, the respective obligations of the Company, Spinco A and Spinco B to complete the Arrangement and to file a certified copy of the Final Order and such other documentation required by the Registrar in order for the Arrangement to be implemented are also subject to the satisfaction of the following conditions, among other things:

(a) The Arrangement must receive the approval of the Shareholders, as described under "Required Approvals - Shareholder Approval of Arrangement".

(b) The Arrangement must be approved by the Court, as described under "Required Approvals - Court Approval of Arrangement".

(c) The Consolidation shall have been completed;

(d) Each of Spinco A and Spinco B shall have completed a financing in the amount of $55,000;

(e) Shareholders representing fewer than 10% of the issued and outstanding Common Shares shall have exercised rights of dissent;

(f) No action has been instituted and continuing on the Effective Date for an injunction to restrain, a declaratory judgment in respect of, or damages on account of or relating to the Arrangement, and

no cease trading or similar order with respect to any securities of the Company, Spinco A or Spinco B has been issued and remains outstanding.

(g) The Company, Spinco A and Spinco B have received all necessary orders and rulings from various securities commissions and regulatory authorities in the relevant provinces of Canada, where required.

(h) The New Common Shares are listed for trading on the Exchange.

(i) All other consents, waivers, orders and approvals, including regulatory approvals and orders necessary for the completion of the Arrangement, have been obtained or received.

(j) None of the consents, waivers, orders or approvals contemplated herein will contain conditions or require undertakings considered unsatisfactory or unacceptable by the Company.

(k) The Arrangement Agreement has not been terminated as provided for therein.

Management of the Company believes that all consents, orders, regulations, approvals or assurances required for the completion of the Arrangement will be obtained prior to the Effective Date in the ordinary course and upon application therefor.

Upon fulfillment of the foregoing conditions, the Board of Directors intends to take such steps and make such filings as may be necessary for the Arrangement to be implemented. The Effective Date will be the date set out in such filings.

The obligations of each of the Company, Spinco A and Spinco B to complete the transactions contemplated by the Arrangement Agreement are further subject to the condition, which may be waived by any other party without prejudice to its right to rely on any other condition in its favour, that each and every one of the covenants of the other parties thereto to be performed on or before the Effective Date pursuant to the terms of the Arrangement Agreement will have been duly performed and that, except as affected by the transactions contemplated by the Arrangement Agreement, the representations and warranties of such other parties thereto will be true and correct in all material respects as at such Effective Date, with the same effect as if such representations and warranties had been made at and as of such time, and each such party will have received a certificate, dated the Effective Date, of a senior officer of each of the other parties confirming the same.

Required Approvals

Shareholder Approval of Arrangement

As provided in the Interim Order, before the Arrangement can be implemented the Arrangement Resolution, with or without variation, must be passed by at least two-thirds of the votes cast with respect thereto by shareholders present at the Meeting either in person or by proxy. Each Common Share carries the right to one vote. A copy of the Arrangement Resolution is attached as Schedule A to this Circular.

The Board of Directors has unanimously approved the Arrangement and recommends that Shareholders vote in favour of the Arrangement Resolution, and the persons named in the enclosed form of proxy intend to vote FOR such approval at the Meeting unless otherwise directed by the Shareholders appointing them.

At the present time the sole voting shareholder of each of Spinco A and Spinco B is, and prior to implementation of the Arrangement the sole voting shareholder will continue to be, the Company, which has approved the Arrangement.

Court Approval of Arrangement

The BCA requires that the Company obtain court approval to proceed with the Arrangement. Prior to the mailing of this Circular, the Company obtained the Interim Order providing for the calling and holding of the Meeting and other procedural matters related thereto. A copy of the Interim Order is attached to this Circular as Schedule C. The Notice of Application for the Final Order is attached to this Circular as Schedule D.

As provided in the Notice of Application, the hearing in respect of the Final Order is scheduled to take place on or about November 21, 2014, before the Court, subject to Shareholder approval of the Arrangement at the Meeting. At this hearing, all Shareholders who wish to participate or be represented or present evidence or argument may do so, subject to filing a notice of appearance and satisfying other requirements. A Shareholder wishing to appear before the Court should seek legal advice.

The Court has broad discretion under the BCA when making orders in respect of the Arrangement and the Court will consider, among other things, the fairness and reasonableness of the Arrangement. The Court may approve the Arrangement either as proposed or as amended in any manner the Court may direct, subject to compliance with such terms and conditions, if any, as the Court thinks fit.

Exchange Approval of Arrangement

The Arrangement and the listing of the New Common Shares require the approval of the Exchange. In this regard, the Company will apply to the Exchange to approve the listing of the New Common Shares in place of the existing Common Shares upon implementation of the Arrangement, subject to the fulfillment of the usual requirements of the Exchange. The approval of the Exchange is a condition of the Arrangement proceeding. In addition, the Company will apply for a temporary listing of the Class 1 Reorganization Shares and Class 2 Reorganization Shares in order to facilitate the Arrangement for tax purposes. **As of the date hereof, the Exchange has not provided its approval of the Arrangement, the listing of the New Common Shares, Class 1 Reorganization Shares or Class 2 Reorganization Shares.**

Amendment and Termination of the Arrangement Agreement

The Arrangement Agreement provides that it may be amended in a manner not materially prejudicial to the Shareholders by written agreement of the Company, Spinco A and Spinco B before or after the Meeting, but prior to the Effective Date, without further notice to the Shareholders.

The Arrangement Agreement may, at any time before or after the holding of the Meeting but no later than the Effective Date, be terminated by the Board of Directors without further notice to, or action on the part of, Shareholders.

Without limiting the generality of the foregoing, the Board of Directors may terminate the Arrangement Agreement:

(a) If immediately prior to the Effective Date, Dissenting Shareholders holding 10% or more of the outstanding Common Shares have not abandoned the right of dissent provided for in the Plan of Arrangement.

(b) If prior to the Effective Date there is any material change in the business, operations, property, assets, liabilities or condition, financial or otherwise, of the Company, Spinco A or Spinco B, or any change in general economic conditions, interest rates or any outbreak or material escalation in, or the cessation of, hostilities or any other calamity or crisis, or there should develop, occur or come into effect any occurrence which has a material effect on the financial markets of Canada and the Board of Directors determines in its sole judgment that it would be inadvisable in such circumstances for the Company to proceed with the Arrangement.

Failure to Complete Arrangement

In the event the Arrangement Resolution is not passed by Shareholders, the Court does not approve the Arrangement or the Arrangement does not proceed for some other reason, all working capital will remain with the Company and the Company will carry on business as it is currently carried on. In such event each of Spinco A and Spinco B will likely remain a dormant company.

Delivery of Share Certificates

The Certificates currently representing the Common Shares will continue to represent the New Common Shares upon completion of the Arrangement. Spinco A will mail to Shareholders of record on or about the Effective Date the certificates representing the Spinco A Shares which the Shareholders are entitled to receive under the Arrangement. Spinco B will mail to Shareholders of record on or about the Effective Date the certificates representing the Spinco B Shares which the Shareholders are entitled to receive under the Arrangement.

U.S. Securities Laws

Under existing interpretations of the SEC's Division of Corporation Finance, the proposed issuances of New Common Shares, Class 1 Reorganization Shares, Class 2 Reorganization Shares, Spinco A Shares and Spinco B Shares to the Shareholders are considered to be "offers" or "sales" of securities. The Company, Spinco A and Spinco B therefore seek to rely upon the securities registration exemption set forth in Section 3(a)(10) of the 1933 Act with respect to the various issuances of securities in the Arrangement. The consequences to Shareholders are set out below.

In the event that the Arrangement is completed, the resulting issuance of New Common Shares, Class 1 Reorganization Shares, Class 2 Reorganization Shares, Spinco A Shares and Spinco B Shares to Shareholders will not be registered under the 1933 Act or the securities laws of any state of the United States, but will instead be effected in reliance on the registration exemption provided by Section 3(a)(10) of the 1933 Act and exemptions provided under applicable state securities laws.

New Common Shares, Class 1 Reorganization Shares, Class 2 Reorganization Shares, Spinco A Shares and Spinco B Shares received by a Shareholder who is an "affiliate" of the Company, Spinco A or Spinco B after the Arrangement will be subject to certain resale restrictions imposed by the 1933 Act. As defined in Rule 144 under the 1933 Act, an "affiliate" of an issuer is a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such issuer. Typically, persons who are executive officers, directors or shareholders owning 10% or more of an issuer are considered to be its "affiliates."

With respect to New Common Shares issued to Shareholders upon completion of the Arrangement, persons who are not affiliates of the Company prior to the Arrangement and who are not affiliates of the Company after the Arrangement may, subject to applicable Canadian requirements, resell such securities without restriction under the 1933 Act. The same is true with respect to Spinco A Shares and persons who are not affiliates of Spinco A after the Arrangement and with respect to Spinco B Shares and persons who are not affiliates of Spinco B after the Arrangement.

Persons who are affiliates of the Company, Spinco A or Spinco B after the Arrangement may not, as to their respective affiliated issuer(s), resell their New Common Shares and/or Spinco A Shares and/or Spinco B Shares in the United States absence of registration under the 1933 Act, unless, as discussed below, registration is not required pursuant to the exclusion from registration provided by Regulation S under the 1933 Act.

Subject to applicable Canadian requirements and the following described U.S. imposed limitations, all holders of New Common Shares, Spinco A Shares and Spinco B Shares may immediately resell such securities outside the United States without registration under the 1933 Act pursuant to Regulation S thereunder.

Holders of New Common Shares who are not affiliates of the Company, or who are affiliates of the Company solely by virtue of serving as an officer or director of the Company, may, under the securities laws of the United States, resell their New Common Shares in an “offshore transaction” within the meaning of Regulation S (which would include a sale through the Exchange that is not pre-arranged with a United States buyer) if neither the seller nor any person acting on the seller’s behalf engages in “directed selling efforts” in the United States and, in the case of a person who is an affiliate of the Company solely by virtue of serving as an officer or director, no selling commission, fee or other remuneration is paid in connection with such offer or sale other than a usual and customary broker’s commission. The same is true with respect to Spinco A Shares and persons who are affiliates of Spinco A after the Arrangement and with respect to Spinco B Shares and persons who are affiliates of Spinco B.

For purposes of Regulation S, an “offshore transaction” is a transaction that meets the following requirements: (i) the offer is not made to a person in the United States; (ii) either (A) at the time the buy order is originated, the buyer is outside the United States, or the seller and any person acting on its behalf reasonably believe that the buyer is outside the United States, or (B) the transaction is executed in, on or through the facilities of a designated offshore securities market (which would currently include the Exchange) and neither the seller nor any person acting on its behalf knows that the transaction has been pre-arranged with a buyer in the United States; and (iii) offers and sales are not specifically targeted at identifiable groups of U.S. citizens abroad. However, should the common shares of the Company, Spinco A or Spinco B not be listed on the Exchange, then it would be difficult for U.S. holders to sell such issuer’s respective securities in an “offshore transaction” within the meaning of Regulation S. While the Company will apply to the Exchange for the listing of the New Common Shares upon completion of the Arrangement, and believe that such listing will be obtained in the ordinary course, there can be no assurance that such a listing will be obtained or that it will be maintained.

For purposes of Regulation S “directed selling efforts” means “any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the securities being offered” in the resale transaction.

Certain additional Regulation S restrictions are applicable (i) to a holder of the Company’s or Spinco A’s or Spinco B’s securities who will be an affiliate thereof other than by virtue of his or her status as an officer or director, or (ii) if such issuer does not qualify as a “foreign issuer” as defined in Regulation S at the time of sale. Although upon completion of the Arrangement each of the Company, Spinco A and Spinco B will qualify as a “foreign issuer,” and management anticipates that each will remain as such for the foreseeable future, there can be no guarantee that one or both will always remain “foreign issuers” as defined in Regulation S.

The exemption provided by Section 3(a)(10) of the 1933 Act will not be available for the issuance of shares upon exercise of warrants or options (which is not contemplated by the Arrangement) issued by either the Company, Spinco A or Spinco B. As a result such warrants and options may not be exercised by or on behalf of a person in the United States, and the shares issuable upon exercise thereof may not be offered or sold in the United States unless an exemption from the registration requirements under the 1933 Act and the securities laws of all applicable states of the United States is available for such exercise and resale. Subject to applicable Canadian requirements, holders of shares issued upon exercise of any such options or warrants may also resell such shares under SEC Regulation S, as discussed above.

The foregoing discussion is only a general overview of certain requirements of United States federal securities laws applicable to the New Common Shares, Spinco A Shares and Spinco B Shares received upon completion of the Arrangement. Holders of such securities may be subject to additional restrictions, including, but not limited to, restrictions under written contracts, agreements or instruments to which they are parties or are otherwise subject, and restrictions under applicable United States state securities laws. All holders of the Company’s, Spinco A’s and Spinco B’s securities are urged to consult with counsel to ensure that the resale of their securities complies with applicable securities legislation.

This solicitation of proxies is not subject to the requirements of Section 14(a) of the United States *Securities Exchange Act of 1934*. Accordingly, this Circular has been prepared in accordance with the disclosure requirements of Canadian law. Such requirements are different than those of the United

States applicable to registration statements under the 1933 Act and proxy statements under the United States *Securities Exchange Act of 1934*. The financial statements included herein have been prepared in accordance with Canadian GAAP, are subject to Canadian auditing and auditor-independence standards, and may not be comparable in all respects to financial statements of United States companies.

The securities to be issued in connection with the Arrangement have not been approved or disapproved by the United States Securities and Exchange Commission or securities regulatory authorities of any state of the United States, nor has the United States Securities and Exchange Commission or securities regulatory authority of any state in the United States passed on the adequacy or accuracy of this circular. Any representation to the contrary is a criminal offence.

Stock Exchange Listing

The Common Shares are currently listed on the Exchange. The Arrangement will not be implemented unless the New Common Shares are listed on the Exchange in place of the existing Common Shares. The Company will apply to the Exchange for approval to the listing of the New Common Shares. In order to facilitate the Arrangement, the Company will apply to the Exchange for a temporary listing of the Class 1 Reorganization Shares and the Class 2 Reorganization Shares. The Spinco A Shares and Spinco B Shares will not be listed upon the Exchange upon completion of the Arrangement. **As of the date hereof, the Exchange has not provided its approval of the Arrangement, the listing of the New Common Shares, Class 1 Reorganization Shares or Class 2 Reorganization Shares.**

Certain Canadian Federal Income Tax Considerations Relating to the Arrangement

The following is a summary of certain Canadian federal income tax considerations relating to the Arrangement generally applicable to Shareholders who, for purposes of the ITA and at all relevant times, hold their Common Shares as capital property and will hold their New Common Shares, Class 1 Reorganization Shares, Class 2 Reorganization Shares, Spinco A Shares and Spinco B Shares as capital property, are not affiliated with the Company, Spinco A, Spinco B or their affiliates, deal at arm’s length with the Company, Spinco A, Spinco B and their affiliates, and immediately after the completion of the Arrangement will not, either alone or together with persons with whom they do not deal at arm’s length, or persons with whom they do not deal at arm’s length will not, control Spinco A or Spinco B, as applicable, or beneficially own shares of Spinco A or Spinco B, as applicable, having a fair market value of more than 50% of the fair market value of all the outstanding shares of Spinco A or Spinco B, as applicable (a “**Holder**”).

Common Shares, New Common Shares, Class 1 Reorganization Shares, Class 2 Reorganization Shares, Spinco A Shares and Spinco B Shares will generally be considered to be capital property to a Holder thereof, unless such securities are held in the course of carrying on a business or were acquired in a transaction considered to be an adventure in the nature of trade. Certain Holders who are resident in Canada and who might not otherwise be considered to hold their Common Shares, New Common Shares, Class 1 Reorganization Shares, Class 2 Reorganization Shares, Spinco A Shares and Spinco B Shares as capital property may, in certain circumstances, be entitled to make an irrevocable election under subsection 39(4) of the ITA to have such shares, and every other “Canadian security” as defined in the ITA, owned by such Holder in the taxation year in which the election is made, and in all subsequent taxation years, deemed to be capital property. Any Holder contemplating making a subsection 39(4) election should consult their own tax advisor regarding their particular circumstances.

This summary is not applicable to a Holder: (i) that is a “financial institution” as defined for the purposes of the “mark-to-market property” rules in the ITA, (ii) that is a “specified financial institution” as defined in the ITA, (iii) an interest in which is a “tax shelter investment” as defined in the ITA, (iv) that has acquired Common Shares, or acquires New Common Shares, Class 1 Reorganization Shares, Class 2 Reorganization Shares, Spinco A Shares or Spinco B Shares upon the exercise of an employee stock option, (v) that has made or makes a “functional currency” reporting election under section 261 of the ITA, or (vi) that has entered into or enters into a “derivative forward agreement” (as defined in the ITA) with respect to the Common Shares, New Common Shares, Class 1 Reorganization Shares, Class 2 Reorganization Shares, Spinco A Shares or Spinco B Shares.

This summary is based upon the current provisions of the ITA in force as of the date hereof and the publicly available administrative policies and assessing practices of the CRA published prior to the date hereof. This summary also takes into account all specific proposals to amend the ITA that have been publicly announced by the Minister of Finance (Canada) prior to the date hereof (the "**Proposed Amendments**") and assumes that all Proposed Amendments will be enacted in their current form. There can be no assurance that the Proposed Amendments will be enacted in their current form or at all. If the Proposed Amendments are not enacted as currently proposed, the Canadian federal income tax consequences may not be as described below. This summary does not otherwise take into account or anticipate any other changes in law or administrative policies or assessing practices, whether by legislative, governmental or judicial action or decision. There can be no assurance that such changes, if made, might not be retroactive. This summary also does not take into account provincial, territorial, or foreign income tax considerations, which may significantly differ from the Canadian federal income tax considerations discussed below.

This summary is of a general nature only and is not intended to be, nor should it be construed to be, legal or tax advice to any particular Holder. This summary is not exhaustive of all Canadian federal income tax considerations applicable to the Arrangement. No representation with respect to the Canadian federal income tax consequences to any particular Holder is made herein. Accordingly, Holders should consult their own tax advisors with respect to their particular circumstances including, where relevant, the application and effect of any applicable tax laws of any country, province, territory, state, local authority or other jurisdiction.

Holders Resident in Canada

This portion of the summary is generally applicable to a Holder who, at all relevant times and for purposes of the ITA and any applicable income tax treaty, is or is deemed to be a resident of Canada (a "**Resident Holder**").

Exchange of Common Shares for New Common Shares, Class 1 Reorganization Shares and Class 2 Reorganization Shares

A Resident Holder who exchanges Common Shares for New Common Shares, Class 1 Reorganization Shares and Class 2 Reorganization Shares under the Arrangement will be deemed to dispose of the Common Shares for proceeds of disposition equal to the aggregate adjusted cost base of the New Common Shares, Class 1 Reorganization Shares and Class 2 Reorganization Shares to the Resident Holder. The aggregate adjusted cost base of the New Common Shares, Class 1 Reorganization Shares and Class 2 Reorganization Shares to a Resident Holder will be deemed to be equal to the aggregate adjusted cost base of the Common Shares to the Resident Holder immediately before such disposition. Accordingly, no capital gain or capital loss will be realized by a Resident Holder on such exchange.

The aggregate adjusted cost base of the New Common Shares, Class 1 Reorganization Shares and Class 2 Reorganization Shares to a Resident Holder must be allocated between such shares in proportion to the relative fair market value of such shares immediately after the exchange (the "**Proportionate Allocation**"). The Company advises that the Class 1 Reorganization Shares and Class 2 Reorganization Shares, as applicable, will have an aggregate fair market value immediately after the exchange equal to their respective aggregate redemption amount. The aggregate redemption amount of the Class 1 Reorganization Shares and Class 2 Reorganization Shares shall be equal to Cdn. $45,000, respectively, representing the working capital to be transferred by the Company under the Arrangement to Spinco A and Spinco B, as applicable, to satisfy the redemption price of the Class 1 Reorganization Shares and Class 2 Reorganization Shares, as applicable. As a result, the Company advises that the New Common Shares will have an aggregate fair market value immediately after the exchange equal to the aggregate fair market value of the Common Shares immediately before the Arrangement less the aggregate fair market value of the Class 1 Reorganization Shares and Class 2 Reorganization Shares being Cdn. $45,000, respectively. The Company advises that it will make available on its website, after the Effective Date, an estimate of the Proportionate Allocation. The Company's estimate of the Proportionate Allocation is not binding on the CRA. The fair market value of the New Common Shares, Class 1 Reorganization Shares and Class 2 Reorganization Shares is a question of fact to be determined

having regard to all of the relevant circumstances and no opinion is expressed herein as to the fair market value of such shares. Resident Holders should consult with their own tax advisors in this regard.

Exchange of Class 1 Reorganization Shares and Class 2 Reorganization Shares for Spinco A Shares and Spinco B Shares

A Resident Holder will generally be deemed to dispose of the Class 1 Reorganization Shares and Class 2 Reorganization Shares, as applicable, for proceeds of disposition equal to the aggregate adjusted cost base of such shares to the Resident Holder immediately before the exchange, and to have acquired the Spinco B Shares and Spinco A Shares, as applicable, at an aggregate cost equal to such adjusted cost base. Accordingly, no capital gain or capital loss will be realized by the Resident Holder on such exchange.

A Resident Holder may choose to recognize a capital gain (or capital loss) on the exchange of Class 1 Reorganization Shares or Class 2 Reorganization Shares, as applicable, for Spinco A Shares or Spinco B Shares, as applicable, by including all or any portion of the capital gain (or capital loss) otherwise determined in the Resident Holder’s income in the Canadian federal income tax return for the taxation year in which the exchange occurs. However, the Company advises that the adjusted cost base of the Class 1 Reorganization Shares and Class 2 Reorganization Shares is expected to be equal to their respective fair market value, such that no capital gain or capital loss can be realized on this exchange.

Dissenting Resident Holders

A Resident Holder who dissents in respect of the Arrangement (a "**Resident Dissenter**") and who is entitled to receive a payment from the Company equal to the fair value of the Resident Dissenter's Common Shares will generally be deemed to have received a dividend equal to the amount by which such payment (less the amount of any interest awarded by a court) exceeds the paid-up capital (as defined in the ITA) of such shares. A Resident Dissenter will be considered to have disposed of its Common Shares for proceeds of disposition equal to the payment received from the Company (less the amount of any deemed dividend that is not deemed by subsection 55(2) of the ITA not be a dividend and less the amount of any interest awarded by a court).

In some cases, a dividend deemed to be received by a Resident Dissenter that is a corporation may be deemed not to be a dividend and included in the proceeds of disposition of the Common Shares pursuant to subsection 55(2) of the ITA.

A Resident Dissenter will also realize a capital gain (or a capital loss) to the extent that the proceeds of disposition of such Common Shares as discussed above exceed (or are less than) the aggregate adjusted cost base of such shares immediately before the disposition less any reasonable costs of disposition. See “Holders Resident in Canada—Taxation of Capital Gains and Losses” below for a general description of the tax treatment of capital gains and capital losses under the ITA.

Interest awarded by a court to a Resident Dissenter will be included in the Resident Dissenter's income for a particular taxation year to the extent the amount is received or receivable in that year, depending upon the method regularly followed by the Resident Dissenter in computing income.

Resident Dissenters who are contemplating exercising their dissent rights should consult their own tax advisors regarding the tax consequences related thereto in their own particular circumstances.

Dividends on New Common Shares, Spinco A Shares and Spinco B Shares

In the case of a Resident Holder who is an individual, dividends received or deemed to be received on New Common Shares, Spinco A Shares or Ascor Spinco Shares will be included in computing the individual’s income and will be subject to gross-up and dividend tax credit rules generally applicable to taxable dividends received from taxable Canadian corporations, including the enhanced gross-up and dividend tax credit applicable to any dividends designated by the Company, Spinco B or Spinco A, as the case may be, as an “eligible dividend” in accordance with the ITA.

In the case of a Resident Holder that is a corporation, dividends received or deemed to be received on New Common Shares, Spinco A Shares or Spinco B Shares will generally be included in computing the corporation's income and will generally be deductible in computing its taxable income. A "private corporation" or "subject corporation", as defined in the ITA, may be liable under Part IV of the ITA to pay a refundable tax of 33⅓% on dividends received or deemed to be received on the New Common Shares, Spinco A Shares or Ascor Spinco Shares to the extent that such dividends are deductible in computing the corporation's taxable income.

Disposition of New Common Shares, Spinco A Shares and Spinco B Shares

The disposition or deemed disposition of New Common Shares, Spinco B Shares and Spinco A Shares by a Resident Holder will generally result in a capital gain (or capital loss) equal to the amount by which the proceeds of disposition exceed (or are less than) the aggregate adjusted cost base to the Resident Holder of those shares immediately before the disposition less any reasonable costs of disposition. See "Holders Resident in Canada—Taxation of Capital Gains and Losses" below for a general description of the tax treatment of capital gains and capital losses under the ITA.

Taxation of Capital Gains and Losses

Generally, one-half of any capital gain (a "**taxable capital gain**") realized by a Resident Holder in a taxation year will be included in the Resident Holder's income for that taxation year. One-half of any capital loss (an "**allowable capital loss**") realized by a Resident Holder in a taxation year will be required to be deducted against taxable capital gains realized in that taxation year. Any excess of allowable capital losses over taxable capital gains in a particular taxation year may be carried back and deducted in any of the three preceding taxation years or carried forward in any subsequent taxation year against net taxable capital gains in such years, to the extent and under the circumstances specified in the ITA.

The amount of any capital loss arising on the disposition or deemed disposition of a New Common Share, Spinco B Share or Spinco A Share by a Resident Holder that is a corporation may be reduced by the amount of dividends received or deemed to have been received by it on such shares to the extent and under the circumstances prescribed by the ITA. Similar rules may apply where a corporation is a member of a partnership or a beneficiary of a trust that owns such shares or where a trust or partnership of which the corporation is a beneficiary or a member is a member of a partnership or a beneficiary of a trust that owns any such shares. Resident Holders to whom these rules may be relevant should consult with their own tax advisors.

Alternative Minimum Tax

A Resident Holder who is an individual (except for certain trusts) may be liable for alternative minimum tax on certain amounts including capital gains realized by the Resident Holder on a disposition or deemed disposition of New Common Shares, Spinco A Shares or Spinco B Shares or dividends received or deemed to be received on such shares.

Additional Refundable Tax for Canadian-Controlled Private Corporations

A Resident Holder that, throughout the relevant taxation year, is a "Canadian-controlled private corporation" (as defined in the ITA) may be liable to pay an additional 6⅔% refundable tax on its "aggregate investment income" (as defined in the ITA), including taxable capital gains and dividends or deemed dividends not deductible in computing the corporation's taxable income for the particular year.

Holders Not Resident in Canada

This portion of the summary is generally applicable to a Holder who, at all relevant times and for purposes of the ITA and any applicable income tax treaty, is not, and is not deemed to be, a resident of Canada, and does not, and is not deemed to, use or hold the Common Shares, New Common Shares, Class 1 Reorganization Shares, Class 2 Reorganizaiton Shares, Spinco A Shares or Spinco B Shares, in or in the

course of, carrying on a business in Canada and is not an insurer who carries on an insurance business or is deemed to carry on an insurance business in Canada and elsewhere (a “**Non-Resident Holder**”).

Exchange of Common Shares for New Common Shares, Class 1 Reorganization Shares and Class 2 Reorganization Shares and Exchange of Class 1 Reorganization Shares and Class 2 Reorganization Shares for Spinco A Shares and Spinco B Shares

The discussion above, applicable to Resident Holders under the headings “Holders Resident in Canada — Exchange of Common Shares for New Common Shares, Class 1 Reorganization Shares and Class 2 Reorganization Shares” and “Holders Resident in Canada - Exchange of Class 1 Reorganization Shares and Class 2 Reorganization Shares for Spinco A Shares and Spinco B Shares” also applies to a Non-Resident Holder.

Taxation of Capital Gains and Capital Losses

A Non-Resident Holder will not be subject to tax under the ITA in respect of any capital gain arising on a disposition or deemed disposition of New Common Shares, Spinco A Shares or Spinco B Shares, unless, at the time of disposition or deemed dispositioin, such shares constitute “taxable Canadian property” of the Non-Resident Holder within the meaning of the ITA and the Non-Resident Holder is not entitled to any relief under an applicable income tax treaty.

Generally, a New Common Share, Spinco A Share or Spinco B Share, as the case may be, will not be taxable Canadian property to a Non-Resident Holder at a particular time if such share is listed on a “designated stock exchange” (which currently includes the TSX, TSXV and the Exchange) as defined for purposes of the ITA, unless, at any particular time during the 60-month period immediately preceding the disposition (i) 25% or more of the issued shares of any class of the capital stock of the Company, Spinco A or Spinco B, as the case may be, were owned or belonged to one or any combination of the Non-Resident Holder, persons with whom the Non-Resident Holder did not deal at arm’s length for purposes of the ITA, and pursuant to Proposed Amendments, partnerships in which the Non-Resident Holder or a person with whom the Non-Resident Holder did not deal at arm’s length for purposes of the ITA holds a membership interest, directly or indirectly, through one or more partnerships, and (ii) more than 50% of the fair market value of the particular share was derived, directly or indirectly, from one or any combination of real or immovable property situated in Canada, "Canadian resource property" as defined in the ITA, "timber resource property" as defined in the ITA, or options in respect of, or interests in, or for civil law rights in, any such properties (whether or not such property exists). If the New Common Share, Spinco B Share or Spinco A Common Share is not listed on a designated stock exchange at the time of disposition, such share will be taxable Canadian property if the condition described in (ii) above is satisfied. Notwithstanding the foregoing, in certain circumstances set out in the ITA, New Common Shares, Spinco B Shares or Spinco A Shares could be deemed to be taxable Canadian property to the Non-Resident Holder.

Even if a New Common Share, Spinco A Share or Spinco B Share is taxable Canadian property to a Non-Resident Holder, any capital gain realized on a disposition of such share may be exempt from tax under the ITA pursuant to the provisions of an applicable income tax treaty between Canada and the country in which such Non-Resident Holder is resident.

In the event a New Common Share, Spinco A Share or Spinco B Share is taxable Canadian property to a Non-Resident Holder at the time of disposition, and the capital gain realized on the disposition of such share is not exempt from tax under the ITA pursuant to the provisions of an applicable income tax treaty, then the tax consequences described above under "Holders Resident in Canada — Disposition of New Common Shares, Spinco A Shares and Spinco B Shares" and "Holders Resident in Canada —Taxation of Capital Gains and Capital Losses" will generally apply.

Non-Resident Holders should consult their own tax advisors with respect to the Canadian income tax consequences relating to the disposition or deemed disposition of such shares.

Dividends on New Common Shares, Spinco A Shares and Spinco B Shares

Dividends paid or credited, or deemed to be paid or credited, to a Non-Resident Holder on New Common Shares, Spinco A Shares or Spinco B Shares will be subject to Canadian withholding tax at a rate of 25% of the gross amount of the dividend, unless the rate is reduced under the provisions of an applicable income tax treaty.

Dissenting Non-Resident Holders

A Non-Resident Holder who dissents in respect of the Arrangement (a "**Non-Resident Dissenter**") will be entitled to receive a payment from the Company equal the fair value of such Non-Resident Dissenter's Common Shares and will generally be deemed to have received a dividend equal to the amount by which such payment (less the amount of any interest awarded by a court) exceeds the paid-up capital (as defined in the ITA) of such shares. A Non-Resident Dissenter will be considered to have disposed of its Common Shares for proceeds of disposition equal to the payment received from the Company (less the amount of any deemed dividend and less the amount of any interest awarded by a court). Any deemed dividend will be subject to Canadian withholding tax as described above under the heading "Holders Not Resident in Canada — Dividends on New Common Shares, Spinco A Shares and Spinco B Shares".

A Non-Resident Dissenter will also realize a capital gain to the extent that the proceeds of disposition as described above for such shares exceed the aggregate adjusted cost base of such Common Shares immediately before the disposition less any reasonable costs of disposition. A Non-Resident Dissenter generally will not be subject to income tax under the ITA in respect of any such capital gain provided such shares do not constitute taxable Canadian property of the Non-Resident Dissenter as described above under "Holders Not Resident in Canada — Taxation of Capital Gains and Capital Losses".

Any interest paid to a Non-Resident Dissenter upon the exercise of dissent rights will not be subject to Canadian withholding tax.

Non-Resident Dissenters who are contemplating exercising their dissent rights should consult their own tax advisors regarding the tax consequences related thereto in their own particular circumstances.

Eligibility for Investment

The New Common Shares, Class 1 Reorganization Shares and Class 2 Reorganization Shares to be issued pursuant to the Arrangement will be “qualified investments” under the ITA at the time of issuance for a registered retirement savings plan (“**RRSP**”), registered retirement income fund (“**RRIF**”), deferred profit sharing plan, registered education savings plan, registered disability savings plan and tax-free savings account (“**TFSA**”) (collectively, “**Registered Plans**”), provided such shares are listed on a “designated stock exchange” (which currently includes the TSX, TSXV and the Exchange) as defined for purposes of the ITA on the Effective Date.

The Spinco A Shares or Spinco B Shares to be issued under the Arrangement will be qualified investments at the time of issuance for Registered Plans if such shares become listed on a designated stock exchange in Canada (which currently includes the TSX, TSXV and the Exchange), or Spinco A or Spinco B elects to be a public corporation in prescribed form and at the time of such election it meets certain prescribed conditions under the ITA, on or before the filing due date for Spinco A’s or Spinco B’s Canadian federal income tax return for its first taxation year and Spinco A or Spinco B files the appropriate election under the ITA in that return to be deemed to be a public corporation from the beginning of its first taxation year.

Notwithstanding the foregoing, a holder of a TFSA, RRSP or RRIF, as the case may be, will be subject to a penalty tax under the ITA if the New Common Shares, Spinco A Shares or Spinco B Shares are “prohibited investments” as defined in the ITA for a TFSA, RRSP or RRIF. New Common Shares, Spinco A Shares or Spinco B Shares will generally not be prohibited investments for a TFSA, RRSP or RRIF unless the holder of the TFSA, or the annuitant of the RRSP or RRIF, as applicable, does not deal at arm’s length for purposes of the ITA with the Company, Spinco A or Spinco B, or has a “significant interest” as defined in the ITA in the Company, Spinco A or Spinco B. Generally, such a holder or annuitant will not have a significant interest in the Company, Spinco A or Spinco B unless the holder or

annuitant, or the holder or annuitant together with persons not dealing at arm's length with the holder or annuitant, own, directly or indirectly, New Common Shares, Spinco A Shares or Spinco B Shares that have an aggregate fair market value of 10% or more of the aggregate fair market value of all of the issued and outstanding shares of the Company, Spinco A or Spinco B. In addition, the New Common Shares, Spinco A Shares or Spinco B Shares will not be prohibited investments if such shares are "excluded properties" as defined in the ITA. Holders of a TFSA and annuitants of a RRSP or RRIF should consult their own tax advisors in regards to the application of these rules under the ITA in their particular circumstances.

RIGHTS OF DISSENT

The following description of the rights of registered Shareholders to dissent and be paid fair value for their Common Shares is not a comprehensive statement of the procedures to be followed by a registered Shareholder and is qualified in its entirety by the reference to the full text of the Interim Order and Sections 237 to 247 of the BCA, copies of which are attached to this Circular as Schedules C and E, respectively. **A registered Shareholder who intends to exercise a right of dissent should carefully consider and comply with the provisions of Section 237 to 247 of the BCA, as modified by the Interim Order, and should seek independent legal advice.** Failure to comply with the provisions of those sections, as modified by the Interim Order, and to adhere to the procedures established therein may result in the loss of all rights thereunder. The Court on hearing the application for the Final Order has the discretion to alter the rights of dissent described herein based on the evidence presented at such hearing.

A Shareholder who intends to exercise its right of dissent must deliver a written objection to the Arrangement Resolution (a "Dissent Notice") to the registered office of the Company at Suite 3350 – 1055 Dunsmuir Street, Vancouver, British Columbia, V7X 1L2, to be actually received by no later than 10:00 a.m. (Vancouver time) on November 12, 2014, and must not vote any Common Shares it holds in favour of the Arrangement Resolution. A Beneficial Shareholder who wishes to exercise its rights of dissent must arrange for the registered Shareholder holding its Common Shares to deliver the Dissent Notice. The Dissent Notice must contain all of the information specified in the Interim Order.

If the Arrangement Resolution is passed at the Meeting, the Company must send by registered mail to every Dissenting Shareholder, prior to the date set for the hearing of the Final Order, a notice (a "Notice of Intention") stating that, subject to receipt of the Final Order and satisfaction of the other conditions set out in the Arrangement Agreement, the Company intends to complete the Arrangement, and advising the Dissenting Shareholder that if the Dissenting Shareholder intends to proceed with its exercise of its rights of dissent it must deliver to the Company, within 14 days of the mailing of the Notice of Intention, a written statement containing the information specified by the Interim Order, together with the certificates representing the Common Shares it holds.

A Dissenting Shareholder delivering such a written statement may not withdraw from its dissent and, at the Effective Date, will be deemed to have transferred to the Company all of the Common Shares it holds. The Company will pay to each Dissenting Shareholder the amount agreed between the Company and the Dissenting Shareholder for its Common Shares. Either the Company or a Dissenting Shareholder may apply to the Court if no agreement on the terms of the sale of the Common Shares held by the Dissenting Shareholder has been reached and the Court may:

(a) determine the fair value that the Common Shares had immediately before the passing of the Arrangement Resolution, excluding any appreciation or depreciation in anticipation of the Arrangement unless exclusion would be inequitable, or order that such fair value be established by arbitration or by reference to the Registrar, or a referee of the court;

(b) join in the application each other Dissenting Shareholder which has not reached an agreement for the sale of its Common Shares to the Company; and

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

If a Dissenting Shareholder fails to strictly comply with the requirements of its rights of dissent set out in the Interim Order, it will lose such rights, the Company will return to the Dissenting Shareholder the certificates representing the Common Shares that were delivered to the Company, if any, and, if the Arrangement is completed, that Dissenting Shareholder will be deemed to have participated in the Arrangement on the same terms as other Shareholders who did not exercise their rights of dissent.

If a Dissenting Shareholder strictly complies with the foregoing requirements but the Arrangement is not completed, then the Company will return to the Dissenting Shareholder the certificates delivered to the Company, if any, pursuant to its rights of dissent.

INFORMATION CONCERNING THE COMPANY

The Company was incorporated under the BCA on August 6, 2010 as "Bravura Ventures Corp." The head office of the Company is located at 800 – 1199 West Hastings Street, Vancouver, BC, V6E 3T5. The registered and records office of the Company is located at 3350 – 1055 Dunsmuir Street, Vancouver, BC, V7X 1L2.

In addition to Spinco A and Spinco B, the Company has one wholly-owned subsidiary, 0972774 B.C. Ltd, which was incorporated on June 18, 2013 pursuant to the BCA. Until completion of the Arrangement, each of Spinco A and Spinco B will be a wholly-owned subsidiary of the Company.

The Company is currently listed on the TSX Venture Exchange. The Company has applied to become listed on the Exchange. It is anticipated that the Company will be listed on the Exchange and will be de-listed from the TSX Venture Exchange prior to completion of the Arrangement. After completion of the Arrangement the Company will continue to follow its current business model.

Description of the Business

The Company is a junior mineral exploration company engaged in the business of acquiring, exploring and evaluating natural resource properties. The Company has not yet determined whether any property contains reserves that are economically recoverable.

Recent Developments

On September 4, 2014, the Company entered into the Ascore Letter Agreement.

For a more fulsome description of the business of the Company, please see management's discussion and analysis of its financial position and results of operations for the fiscal year ended January 31, 2014 and for the six month-period ended July 31, 2014, copies of which has been filed on SEDAR and are available for review at www.sedar.com.

Management's Discussion and Analysis and Financial Statements

Management's discussion and analysis of its financial position and results of operations for the fiscal year ended January 31, 2014 and the interim period ended July 31, 2014 have been filed on SEDAR and ares available for review at www.sedar.com.

Management's discussion and analysis should be read in conjunction with the Company's audited consolidated financial statements and the notes thereto for the year ended January 31, 2014 and the unaudited consolidated interim financial statement and the notes thereto for the interim period ended July 31, 2014. These financial statements have also been filed on SEDAR and are available for review at www.sedar.com.

Directors and Officers

The directors and officers of the Company elected at the Meeting will continue to be the directors and officers of the Company upon completion of the Arrangement. For further information, see "Annual Meeting Business - Election of Directors".

Description of Share Capital

Upon completion of the Arrangement the authorized capital of the Company will consist of an unlimited number of Common Shares, an unlimited number of New Common Shares, an unlimited number of Class 1 Reorganization Shares and an unlimited number of Class 2 Reorganization Shares.

The New Common Shares will have priority over the Common Shares on the liquidation, dissolution or winding up of the Company with respect to the distribution of assets of the Company in an amount equal to the paid-up capital of the New Common Shares. Otherwise, all Common Shares and New Common Shares rank equally as to dividends, voting powers and participation in assets. No such shares have been issued subject to call or assessment. There are no preemptive or conversion rights, and no provision for redemption, purchase for cancellation, surrender or sinking funds with respect to such shares. Provision as to modifications, amendments or variations of such rights or such provisions are contained in the Company's articles and the BCA.

The Class 1 Reorganization Shares and Class 2 Reorganization Shares will rank in priority to the Common Shares and New Common Shares, but are non-voting. The Class 1 Reorganization Shares and Class 2 Reorganization Shares will not be entitled to dividends and will be redeemable and retractable in an amount equal to the working capital being transferred to Spinco A or Spinco B, as applicable, pursuant to the Arrangement as determined by a senior officer of the Company (the "Redemption Amount"). On liquidation, dissolution or winding up, the Class 1 Reorganization Shares and Class 2 Reorganization Shares will rank in priority to the Common Shares and New Common Shares with respect to a distribution of assets of the Company in an amount equal to the Redemption Amount.

Pursuant to the Arrangement, one New Common Share, one Class 1 Reorganization Share and one Class 2 Reorganization Shares will be issued for each Common Share currently held by Shareholders. Immediately upon completion of the Arrangement there will be the same number of New Common Shares outstanding as the number of Common Shares that were previously outstanding prior to completion of the Arrangement. Upon completion of the Arrangement, the Class 1 Reorganization Shares and Class 1 Reorganization Shares will be deleted as classes of shares forming part of the Company's authorized capital.

Options to Purchase Shares

As at the date hereof, the Company has an aggregate of 300,000 options to purchase Common Shares outstanding under the Option Plan. A summary of these options is as follows:

Group	Number of Options	Securities Under Option	Grant Date	Expiry Date	Exercise Price per Common Share	Market Value of Common Shares on Date of Grant	Market Value of Common Shares as of July 31, 2014
Brook Bellian	150,000	150,000	March 18, 2011	March 18, 2016	$ 0.15	N/A	0.02
Quinn Field-Dyte	150,000	150,000	March 18, 2011	March 18, 2016	$ 0.15	N/A	0.02

To participate in the Arrangement, holders of options must exercise their options so that they are Shareholders as of the Effective Date.

Prior Sales

The Company has not issued any Common Shares within the 12 months prior to the date of this Circular.

Stock Exchange Price

The Common Shares are listed for trading on the Exchange. The following table sets forth the reported high, low and closing prices and trading volume of the outstanding Common Shares on the TSX Venture Exchange for the periods indicated.

Trading Period[1]	High	Low	Close	Volume
October 2014	0.01	0.01	0.01	10,000
September 2014	0.015	0.01	0.01	125,000
August 2014	0.015	0.01	0.015	133,500
July 2014	0.02	0.01	0.02	110,000
June 2014	0.02	0.01	0.01	613,500
May 2014	-	-	0.04	-
April 2014	-	-	0.04	-
March 2014	-	-	0.04	-
February 2014	-	-	0.04	-
January 2014	-	-	0.04	-
December 2013	-	-	0.04	-
November 2013	-	-	0.04	-
October 2013	-	-	0.04	-
September 2013	-	-	0.04	-

Source: TSX.com

[1] The Company's shares were halted from trading during the period from June 2013 until June 2014.
[2] Trading data available until October 10, 2014.

Auditors and Registrar and Transfer Agent

The auditors for the Company are Manning Elliott LLP, Chartered Accountants, 11th Floor, 1050 West Pender Street, Vancouver, BC, V6E 3S7.

The registrar and transfer agent for the Company is TMX Equity Transfer Services, 650 West Georgia Street, Suite 2700, Vancouver, BC V6B 4N9.

Legal Proceedings

The Company is not party to any outstanding legal proceedings, nor are any such proceedings contemplated.

Material Contracts

Except for contracts entered into in the ordinary course of business, the only contracts entered into by the Company within the two years preceding the date of this Circular and which can be reasonably regarded as material to the Company are as follows:

1. Ascore Letter Agreement.

2. Arrangement Agreement dated October 14, 2014. See “The Arrangement”.

Risk Factors

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

In addition to the risk factors relating to the Arrangement set out below, Shareholders should also carefully consider the risk factors associated with the Spinco A and Spinco B included in this Information Circular. If any of the risk factors materialize, the expectations, and the predictions based on them, may need to be re-evaluated.

There can be no certainty that all conditions precedent to the Arrangement will be satisfied.

The completion of the Arrangement is subject to a number of conditions precedent, certain of which are outside the control of the Company, including receipt of the Final Order, approval of the Exchange and completion by each of Spinco B and Spinco A of $55,000 in financing. There can be no certainty, nor can the Company provide any assurance, that these conditions will be satisfied or, if satisfied, when they will be satisfied. If the Arrangement is not completed, the market price of the Common Shares may decline to the extent that the current market price reflects a market assumption that the Arrangement will be completed.

The market price for the Common Shares may decline.

If the Arrangement is not approved by the Shareholders, the market price of the Common Shares may decline to the extent that the current market price of the Common Shares reflects a market assumption that the Arrangement will be completed.

The Spinco A Shares and Spinco B Shares may not be qualified investments under the ITA for a Registered Plan.

An application for listing of the Spinco A Shares and Spinco B Shares on the Exchange may not be complete on the Effective Date. While it is anticipated that each of Spinco A and Spinco B will enter into the Nutaq Agreement and Ascore Agreement, respectively, there is no assurance that the Proposed Nutaq Acquisition or Proposed Ascore Acquisition will be completed as contemplated or at all. As a result, there is no assurance when, or if, the Spinco A Shares or Spinco B Shares will be listed on the Exchange or on any other designated stock exchange in Canada. If the Spinco A Shares or Spinco B Shares are not listed on a designated stock exchange in Canada or Spinco A or Spinco B does not satisfy the conditions under the ITA to elect to become a public corporation on or before the filing due date for Spinco A’s or Spinco B’s, as the case may be, Canadian federal income tax return for its first taxation year, the Spinco A Shares or Spinco B Shares, as the case may be, will not be considered to be a qualified investment for a Registered Plan (as defined under the heading “Certain Canadian federal income tax considerations – Eligibility for Investment”) from their date of issue. Where a Registered Plan acquires a Spinco A Share or Spinco B Share, as the case may be, in circumstances where the Spinco A Shares or Spinco B Shares, as the case may be, is not a qualified investment under the ITA for the Registered Plan, adverse

Canadian federal income tax consequences may arise for the Registered Plan and the holder or annuitant of the Registered Plan. In the case of a registered education savings plan, such plan may have its tax exempt status revoked. Shareholders should consult with their own tax advisors regarding any adverse Canadian federal income tax consequences related thereto in their particular circumstances.

Conflicts of Interest

Certain directors and officers of the Company are also directors, officers, or shareholders of other companies that are similarly engaged in the business of acquiring, developing, and exploiting natural resource properties. Such associations may give rise to conflicts of interest from time to time. The directors of the Company are required by law to act honestly and in good faith with a view to the best interests of the Company and to disclose any interest which they may have in any project or opportunity of the Company. If a conflict of interest arises at a meeting of the board of directors, any director in a conflict will disclose his interest and abstain from voting on such matter. In determining whether or not the Company will participate in any project or opportunity, the directors will primarily consider the degree of risk to which the Company may be exposed and its financial position at the time.

INFORMATION CONCERNING SPINCO A

Spinco A was incorporated under the BCA on September 23, 2014. The head office of Spinco A is located at 800-1199 West Hastings Street, Vancouver, BC, V6E 3T5. The registered and records office of Spinco A is located at 900 – 885 West Georgia St. Vancouver, BC V6C 3H1,

Prior to completion of the Arrangement, Spinco A will be a wholly-owned subsidiary of the Company. Upon completion of the Arrangement, Spinco A will be a reporting issuer in the Provinces of British Columbia and Alberta. After the Effective Date, Spinco A will have no assets other than cash transferred to it pursuant to the Arrangement. See “Description of Business of Spinco” below.

Description of Business of Spinco A

Spinco A currently has no assets and is a recently incorporated entity, incorporated solely for the purpose of this Arrangement.

Proposed Nutaq Acquisition

The Company previously entered into a letter agreement with Nutaq dated August 14, 2014 whereby the Company agreed to complete the Arrangement and create Spinco A and enter into a proposed business combination with Nutaq following the Arrangement. The letter agreement was terminated due to Nutaq’s inability to provide the financial statements required under applicable securities laws in advance of the Meeting. Spinco A intends to complete a business combination with Nutaq following completion of the Arrangement by way of a share exchange or asset acquisition (or any other form or type of business combination murually acceptable to both parties) subject to completion of due diligence, structuring and negotiation of definitive terms and compliance with all applicable securities laws. Nutaq has applied for an exemption under applicable securities laws and intends to conclude a definitive agreement with Spinco A following receipt of applicable regulatory approvals.

In addition to completion of the Arrangement and negotiation and execution of the Nutaq Agreement, completion of the proposed Nutaq acquisition is expected to be subject to the following conditions: (i) completion of a $55,000 financing of common shares of Spinco A; (ii) requisite corporate approvals on behalf of Spinco A and Nutaq; (iii) completion of satisfactory due diligence, including with respect to the business of Nutaq; and (iv) Exchange approval for the listing of the Spinco A Shares.

Nutaq Innovation Inc. is a leading provider of advanced digital signal processing ("DSP") solutions and wireless technologies, including software defined radios (“SDR”). Nutaq operates three complimentary lines of business: (i) advanced development platforms ("ADP"), (ii) Engineering Services and (iii) Wireless Network Products. Nutaq’s ADP products and services focus primarily on the wireless, scientific and defense market.

Available Funds and Principal Purposes for Use

Upon the Effective Date, Spinco A anticipates that it will have approximately $100,000 in funds available, based on $45,000 being transferred from the Company and $55,000 raised in a Spinco A financing. Spinco A intends to utilize this working capital as follows:

Description	Amount
Cover its portion of the costs the Arrangement	$20,000
Cover its portion of the costs of the proposed Nutaq transaction	$25,000
General working capital	$55,000
Total	$100,000

Directors and Officers

Upon completion of the Arrangement, the board of Spinco A will consist of a minimum of 3 directors, including Anthony Jackson and two other nominees having the requisite experience and qualifications.

Mr. Jackson has not entered into non-competition, non-solicitation or non-disclosure agreements with Spinco A.

Share Capital

The authorized capital of Spinco A consists of an unlimited number of common shares without par value and an unlimited class of preferred shares without par value of which there are no preferred shares issued and outstanding. All Spinco A Shares, both issued and unissued, rank equally as to dividends, voting powers and participation in assets. No shares have been issued subject to call or assessment. There are no preemptive or conversion rights, and no provision for redemption, purchase for cancellation, surrender or sinking funds. Provision as to modifications, amendments or variations of such rights or such provisions are contained in the Spinco A articles and the BCA.

Pursuant to the Arrangement, a fraction of a Spinco A Share will be issued for each Class 2 Reorganization Share acquired by Shareholders in accordance with the Spinco A Reorganization Ratio.

Options to Purchase Shares

Spinco A has not implemented an incentive stock option plan and does not have any incentive stock options outstanding at this time.

Dividend Record

Spinco A has paid no dividends since its inception. At the present time, Spinco A intends to retain any earnings for corporate purposes. The payment of dividends in the future will depend on the earnings and financial condition of Spinco and on such other factors as the board of directors of Spinco A may consider appropriate. However, since Spinco A is currently in a development stage, it is unlikely that earnings, if any,will be available for the payment of dividends in the foreseeable future.

Prior Sales

The following table contains details of the prior sales of Spinco A Shares within the 12 months prior to the date of this circular:

Date of Issue	Number of Common Shares	Price per Share ($)
September 23, 2014	1	$1.00

Auditors and Registrar and Transfer Agent

The auditors for Spinco A are Smythe Ratcliffe LLP, Chartered Accountants, 355 Burrard St, Vancouver, BC V6C 2G8.

The registrar and transfer agent for Spinco A is Computershare Investor Services Inc., 510 Burrard Street, 2nd Floor, Vancouver, BC V6C 3B9.

Legal Proceedings

Spinco A is not party to any outstanding legal proceedings, nor are any such proceedings contemplated.

Material Contracts

Except for contracts entered into in the ordinary course of business, the only material contracts entered into by Spinco A since its incorporation and which can be reasonably regarded as material to Spinco A are as follows:

1. Arrangement Agreement dated October 14, 2014. See "The Arrangement."

Risk Factors

An investment in a company such as Spinco A involves a significant degree of risk including, without limitation, the factors set out below.

No Assurance that the Proposed Nutaq Acquisition will be Completed as Contemplated or at all

Completion of the proposed Nutaq acquisition is subject to a number of conditions, including completion of the Arrangement and execution of a definitive agreement with Nutaq. Should the Arrangement fail to receive approval of the Shareholders at the Meeting, Spinco A will remain as a wholly-owned subsidiary of the Company. Should the Arrangement be approved by Shareholders at the meeting, there is no assurance that the Nutaq Agreement will be entered into or at all. In addition to completion of the Arrangement and negotiation and execution of a definitive agreement with Nutaq, completion of the proposed Nutaq acquisition is expected to be is expected to be subject to the following conditions: (i) completion of a $55,000 financing of common shares of Spinco A; (ii) requisite corporate approvals on behalf of Spinco A and Nutaq; (iii) completion of satisfactory due diligence, including with respect to the business of Nutaq; and (iv) Exchange approval for the listing of the Spinco A Shares. There is no assurance that any or all of these conditions will be satisfied or waived.

In the event that the proposed nutaq acquisition is completed, Spinco A will be subject to the risks normally associated with junior technology companies. A more fulsome description of these risk factors is expected to be set forth in the listing application or other disclosure document prepared in connection with the anticipated listing of the Spinco A Shares.

Requirements for Further Financing

Spinco A presently does not have sufficient financial resources to undertake all of its currently planned activities beyond completion of the Arrangement. In the event that the Arrangement is completed and Spinco A proceeds with the Proposed Nutaq Acquisition, Spinco A will need to obtain further financing, whether through debt financing, equity financing or other means. There can be no assurance that Spinco A will be able to raise the balance of the financing required or that such financing can be obtained without substantial dilution to shareholders. Failure to obtain additional financing on a timely basis could cause Spinco A to reduce or terminate its operations.

The Spinco A Common Shares may not be qualified investments under the ITA for a Registered Plan

An application for listing of the Spinco A Shares on the Exchange may not be complete on the Effective Date. While it is anticipated that Spinco A will enter into the Nutaq Agreement, there is no assurance that the Proposed Nutaq Acquisition will be completed as contemplated or at all. As a result, there is no assurance when, or if, the Spinco A Shares will be listed on the Exchange or on any other designated stock exchange in Canada. If the Spinco A Shares are not listed on a designated stock exchange in Canada or Spinco A does not satisfy the conditions under the ITA to elect to become a public corporation before the filing due date for Spinco A's Canadian federal income tax return for its first taxation year, the Spinco A Shares will not be considered to be a qualified investment for a Registered Plan (as defined under the heading "Certain Canadian federal income tax considerations Relating to the Arrangement – Eligibility for Investment") from their date of issue. Where a Registered Plan acquires a Spinco A Share in circumstances where the Spinco A Share is not a qualified investment under the ITA for the Registered Plan, adverse Canadian federal income tax consequences may arise for the Registered Plan and the holder or annuitant of the Registered Plan. In the case of a registered education savings plan, such plan may have its tax exempt status revoked. Shareholders should consult with their own tax advisors regarding any adverse Canadian federal income tax consequences related thereto in their particular circumstances.

Limited Operating History

As a wholly-owned subsidiary of the Company incorporated for the purpose of the Arrangement, Spinco A has a very limited history of operations and must be considered a start-up. As such, Spinco A is subject to many risks common to such enterprises, including under-capitalization, cash shortages, limitations with respect to personnel, financial and other resources and the lack of revenues. There is no assurance that Spinco A will be successful in achieving a return on shareholders' investment and the likelihood of success must be considered in light of its early stage of operations. Spinco has limited financial resources, has not earned any revenue since commencing operations, has no source of operating cash flow and there is no assurance that additional funding will be available to it for further advancement of Spinco A's business. There can be no assurance that Spinco A will be able to obtain adequate financing in the future or that the terms of such financing will be favourable. Failure to obtain such additional financing could result in delay or indefinite postponement of development of Spinco A's business.

Negative Cash Flow

Spinco A has no history of earnings or cash flow from operations. Spinco A does not expect to generate material revenue or to achieve self-sustaining operations for several years, if at all.

No Market for Securities

There is currently no market through which any of Spinco A's securities, including the Spinco A Shares, may be sold and there is no assurance that the Spinco A Shares will be listed for trading on a stock exchange, or if listed, will provide a liquid market for such securities. Until the Spinco A Shares are listed on a stock exchange, holders of the Spinco A Shares may not be able to sell their Spinco A Shares. Even if a listing is obtained, there can be no assurance that an active public market for the Spinco A Shares will develop or be sustained after completion of the Arrangement. The holding of Spinco A Shares involves a high degree of risk and should be undertaken only by investors whose financial resources are sufficient to enable them to assume such risks and who have no need for immediate liquidity in their investment. The Spinco A Shares should not be purchased by persons who cannot afford the possibility of the loss of their entire investment.

Dividend Policy

Spinco A does not presently intend to pay cash dividends in the foreseeable future, as any earnings are expected to be retained for use in developing and expanding its business. However, the actual amount of dividends received from Spinco A will remain subject to the discretion of its board of directors and will depend on results of operations, cash requirements and future prospects of Spinco A and other factors.

INFORMATION CONCERNING SPINCO B

Spinco B was incorporated under the BCA on September 23, 2014. The head office of Spinco B is located at 800-1199 West Hastings Street, Vancouver, BC, V6E 3T5. The registered and records office of Spinco B is located at 900 – 885 West Georgia St. Vancouver, BC V6C 3H1.

Prior to completion of the Arrangement, Spinco B will be a wholly-owned subsidiary of the Company. Upon completion of the Arrangement, Spinco B will be a reporting issuer in the Provinces of British Columbia and Alberta. After the Effective Date, Spinco B will have no assets other than cash transferred to it pursuant to the Arrangement. See "Description of Business of Spinco B" below.

Description of Business of Spinco B

Spinco B currently has no assets and is a recently incorporated entity, incorporated solely for the purpose of this Arrangement.

Proposed Ascore Acquisition

The Company has entered into the Ascore Letter Agreement whereby, subject to completion of the Arrangement, Spinco B will negotiate the Ascore Agreement with Ascore for the Proposed Ascore Acquisition, namely the acquisition by Spinco B of the Ascore Assets. Should the Arrangement be completed, the Proposed Ascore Acquisition will be subject to the execution by Spinco B of the Ascore Agreement. The terms and conditions of the Ascore Agreement have not been finalized and it is anticipated that the Proposed Ascore Acquisition will be subject to standard closing conditions, including requisite corporate and regulatory approvals, financing, independent valuations and due diligence. Presently, it is contemplated that Spinco B will issue to Ascore shareholders an aggregate of 70,000,000 Spinco B Shares.

In addition to completion of the Arrangement and negotiation and execution of the Ascore Agreement, completion of the Proposed Ascore Acquisition is expected to be subject to the following conditions: (i) completion of a $55,000 financing of common shares of Spinco B; (ii) requisite corporate approvals on behalf of Spinco B and Ascore; (iii) completion of satisfactory due diligence, including with respect to the Ascore Assets; and (iv) Exchange approval for the listing of the Spinco B Shares. Upon completion of the Proposed Ascore Acquisition, it is anticipated that two representatives of Ascore will be appointed to the board of directors of Spinco B and one director shall be a representative of Spinco B. Subject to completion of the Arrangement and execution of the Ascore Agreement, it is anticipated that the listing application for the Spinco B Shares will take place in the first quarter of fiscal 2015. Should the Proposed Ascore Acquisition be completed as currently contemplated, it is anticipated that Shareholders of the Company will benefit as a result of: (a) their interest in the Company; and (b) their approximate 2.8% interest in Ascore.

Available Funds and Principal Purposes for Use

Upon the Effective Date, Spinco B anticipates that it will have approximately $100,000 in funds available, based on $45,000 being transferred from the Company and $55,000 raised in a Spinco B financing. Spinco B intends to utilize this working capital as follows:

Description	Amount
Cover its portion of the costs the Arrangement	$20,000
Cover its portion of the costs of the Proposed Ascore Transaction	$15,000
Acquisition and listing of the Ascore Common Shares on the Exchange	$10,000
General working capital	$55,000
Total	$100,000

Directors and Officers

Upon completion of the Arrangement the board of Spinco B will consist of the following directors: Anthony Jackson and two nominees of Ascore.

Mr. Jackson has not entered into non-competition, non-solicitation or non-disclosure agreements with Spinco B.

Share Capital

The authorized capital of Spinco B consists of an unlimited number of common shares without par value and an unlimited class of preferred shares without par value of which there are no preferred shares issued and outstanding. All Spinco B Shares, both issued and unissued, rank equally as to dividends, voting powers and participation in assets. No shares have been issued subject to call or assessment. There are no preemptive or conversion rights, and no provision for redemption, purchase for cancellation, surrender or sinking funds. Provision as to modifications, amendments or variations of such rights or such provisions are contained in the Spinco B articles and the BCA.

Pursuant to the Arrangement, a fraction of an Spinco B Share will be issued for each Class 1 Reorganization Share acquired by Shareholders in accordance with the Spinco B Reorganization Ratio.

Options to Purchase Shares

Spinco B has not implemented an incentive stock option plan and does not have any incentive stock options outstanding at this time.

Dividend Record

Spinco B has paid no dividends since its inception. At the present time, Spinco B intends to retain any earnings for corporate purposes. The payment of dividends in the future will depend on the earnings and financial condition of Spinco B and on such other factors as the board of directors of Spinco B may consider appropriate. However, since Spinco B is currently in a development stage, it is unlikely that earnings, if any, will be available for the payment of dividends in the foreseeable future.

Prior Sales

The following table contains details of the prior sales of Spinco B Shares within the 12 months prior to the date of this circular:

Date of Issue	Number of Common Shares	Price per Share ($)
September 23, 2014	1	$1.00

Auditors and Registrar and Transfer Agent

The auditors for Spinco B are Smythe Ratcliffe LLP, Chartered Accountants, 355 Burrard St, Vancouver, BC V6C 2G8.

The registrar and transfer agent for Spinco B A is Computershare Investor Services Inc., 510 Burrard Street, 2nd Floor, Vancouver, BC V6C 3B9.

Legal Proceedings

Spinco B is not party to any outstanding legal proceedings, nor are any such proceedings contemplated.

Material Contracts

Except for contracts entered into in the ordinary course of business, the only material contracts entered into by Spinco B since its incorporation and which can be reasonably regarded as material to Spinco B are as follows:

1. Arrangement Agreement dated October 14, 2014. See "The Arrangement."

Risk Factors

An investment in a company such as Spinco B involves a significant degree of risk including, without limitation, the factors set out below.

No Assurance that the Proposed Ascore Acquisition will be Completed as Contemplated or at all

Completion of the Proposed Ascore Acquisition is subject to a number of conditions, including completion of the Arrangement and execution of the Ascore Agreement. Should the Arrangement fail to receive approval of the Shareholders at the Meeting, Spinco B will remain as a wholly-owned subsidiary of the Company. Should the Arrangement be approved by Shareholders at the meeting, there is no assurance that the Ascore Agreement will be entered into, either on the terms set forth in the Ascore Letter Agreement, or at all. In the event that the Ascore Agreement is entered into, there is no assurance that the Proposed Ascore Acquisition will be completed as contemplated or at all. In addition to completion of the Arrangement and negotiation and execution of the Ascore Agreement, completion of the Proposed Ascore Acquisition is expected to be is expected to be subject to the following conditions: (i) completion of a $55,000 financing of common shares of Spinco B; (ii) requisite corporate approvals on behalf of Spinco B and Ascore; (iii) completion of satisfactory due diligence, including with respect to the Ascore Assets; and (iv) Exchange approval for the listing of the Spinco B Shares. There is no assurance that any or all of these conditions will be satisfied or waived. In the event that the Arrangement is completed and the Ascore Agreement and/or Proposed Ascore Acquisition are not consummated, Spinco B will remain as a reporting issuer in the Provinces of Alberta and British Columbia and the Spinco B Shares will not be listed on the Exchange or any similar stock exchange. In such instance, Spinco B will effectively by a shell company with no assets other than a minimal amount of cash.

In the event that the Proposed Ascore Acquisition is completed, Spinco B will be subject to the risks normally associated with junior technology companies. A more fulsome description of these risk factors is expected to be set forth in the listing application or other disclosure document prepared in connection with the anticipated listing of the Spinco B Shares.

Requirements for Further Financing

Spinco B presently does not have sufficient financial resources to undertake all of its currently planned activities beyond completion of the Arrangement. In the event that the Arrangement is completed and Spinco B proceeds with the Proposed Ascore Acquisition, Spinco B will need to obtain further financing, whether through debt financing, equity financing or other means. There can be no assurance that Spinco B will be able to raise the balance of the financing required or that such financing can be obtained without substantial dilution to shareholders. Failure to obtain additional financing on a timely basis could cause Spinco B to reduce or terminate its operations.

The Spinco B Common Shares may not be qualified investments under the ITA for a Registered Plan

An application for listing of the Spinco B Shares on the Exchange may not be complete on the Effective Date. While it is anticipated that Spinco B will enter into the Ascore Agreement, there is no assurance that the Proposed Ascore Acquisition will be completed as contemplated or at all. As a result, there is no assurance when, or if, the Spinco B Shares will be listed on the Exchange or on any other designated stock exchange in Canada. If the Spinco B Shares are not listed on a designated stock exchange in Canada or Ascor Spinco does not satisfy the conditions under the ITA to elect to become a public corporation before the filing due date for Spinco B's Canadian federal income tax return for its first

taxation year, the Spinco B Shares will not be considered to be a qualified investment for a Registered Plan (as defined under the heading "Certain Canadian federal income tax considerations Relating to the Arrangement – Eligibility for Investment") from their date of issue. Where a Registered Plan acquires an Spinco B Share in circumstances where the Spinco B Share is not a qualified investment under the ITA for the Registered Plan, adverse Canadian federal income tax consequences may arise for the Registered Plan and the holder or annuitant of the Registered Plan. In the case of a registered education savings plan, such plan may have its tax exempt status revoked. Shareholders should consult with their own tax advisors regarding any adverse Canadian federal income tax consequences related thereto in their particular circumstances.

Limited Operating History

As a wholly-owned subsidiary of the Company incorporated for the purpose of the Arrangement, Spinco B has a very limited history of operations and must be considered a start-up. As such, Spinco B is subject to many risks common to such enterprises, including under-capitalization, cash shortages, limitations with respect to personnel, financial and other resources and the lack of revenues. There is no assurance that Spinco B will be successful in achieving a return on shareholders' investment and the likelihood of success must be considered in light of its early stage of operations. Spinco B has limited financial resources, has not earned any revenue since commencing operations, has no source of operating cash flow and there is no assurance that additional funding will be available to it for further advancement of Spinco B's business. There can be no assurance that Spinco B will be able to obtain adequate financing in the future or that the terms of such financing will be favourable. Failure to obtain such additional financing could result in delay or indefinite postponement of development of Spinco B's business.

Negative Cash Flow

Spinco B has no history of earnings or cash flow from operations. Spinco B does not expect to generate material revenue or to achieve self-sustaining operations for several years, if at all.

No Market for Securities

There is currently no market through which any of Spinco B's securities, including the Spinco B Shares, may be sold and there is no assurance that the Spinco B Shares will be listed for trading on a stock exchange, or if listed, will provide a liquid market for such securities. Until the Spinco B Shares are listed on a stock exchange, holders of the Spinco B Shares may not be able to sell their Spinco B Shares. Even if a listing is obtained, there can be no assurance that an active public market for the Spinco B Shares will develop or be sustained after completion of the Arrangement. The holding of Spinco B Shares involves a high degree of risk and should be undertaken only by investors whose financial resources are sufficient to enable them to assume such risks and who have no need for immediate liquidity in their investment. The Spinco B Shares should not be purchased by persons who cannot afford the possibility of the loss of their entire investment.

Dividend Policy

Spinco B does not presently intend to pay cash dividends in the foreseeable future, as any earnings are expected to be retained for use in developing and expanding its business. However, the actual amount of dividends received from Spinco B will remain subject to the discretion of its board of directors and will depend on results of operations, cash requirements and future prospects of Spinco B and other factors.

INFORMATION CONCERNING ASCORE ASSETS

Ascore Technologies AG

Ascore is a private company formed under the laws of Switzerland. Ascore owns the rights to a recycling technology for the recovery of resources from electronic and electric scrap inceneration and dross. Ascore's technology allows the harvesting of precious and non-ferrous metals from waste incineration slag as well as from pre-processed waste of **e**lectrical and electronic **e**quipment

("WEEE"). The technology consists of inter alia, a large high-speed rotating centrifuge known as a 'fractionator', which harnesses shock-wave and centrifugal forces to break apart and separate composite material into constituent fractions.

The rights to the technology was acquired by Ascore from certain Swiss and German entities, and consolidated within Ascore, with the aim of establishing a fully functioning raw materials recovery plant in Dortmund, Germany as the initial phase of expansion. The technology, assets and know-how acquired and assembled by Ascore represent significantly more economical and effective raw material recovery methods than any existing and conventional raw material recycling, separation, and recovery techniques. The Ascore technology is also ecological and highly energy efficient: the procedures employed are dry and mechanical, with no requirement for the application of heat and chemicals or liquid additives and gasses. Materials remain in a constant state throughout the entire recovery and separation process. See "Advantages and Description of Ascore Technology" below.

Ascore owns the following patent pending application for its recycling technology:

Patent Filing No.	Country of Registration	Description
20130270372	• Australia • Brazil • Canada • China • India • Indonesia • Japan • Kazakhstan • Korea • Mexico • Russia • Switzerland • Singapore • USA	Device for separating composite materials

Advantages and Description of Technology

Conventional Methods

Current technologies for extracting and recycling valuable and precious metals in e-waste and incineration slag can be broadly categorized as a combination of manual and automatic processing, using thermal, bioleaching and hydrometallurgical processes.

Incineration: Incineration and other high-temperature waste treatment systems are described as 'thermal treatment'. Due to the variety of substances found in household and e-waste and if incinerated, the process generates and disperses contaminants and toxic substances into the atmosphere. Incineration also leads to the loss of valuable trace elements such as aluminium, tin, lead and zinc.

Chemical Processes: To recover and separate certain precious raw materials from e-waste or incineration slag can only be achieved with electro-chemical processes (such as bioleaching or hydrometallurgical),

which are both time-consuming and costly. Raw material losses during the process are high. The requirement for chemical additives result in pollution of air, water and soil.

Informal Processes: Informal processing of e-waste, which is common in developing and 3rd world nations, cause serious health and pollution problems.

Ascore Technology Advantages

Ascore has developed a process for engineering extract reusable materials from both e-waste and incineration slag, and 'mines' for the recovery of raw materials that can be recycled back into industry. The automated technology achieves minimal production wastage (c. 95% of materials are recovered) and output is of a high degree of purity (98%+). The processes are dry and mechanical i.e. there is no requirement for the application of heat, chemicals, or addition of liquids or gasses.

Unique Technology and Process Engineering

Ascore's technology and process engineering allow through a dry mechanical procedure the separation of composite materials, which are found in significant quantities of electronic scrap and incineration slag. The separation of composite materials at recovery rates and purity grades achieved by Ascore's technology was until now not possible. The recovery, isolation, and separation occurs without the use of conventional thermal processes or the use of any chemical additives.

The processes employed by Ascore yield zero levels of environmental stress for land, air and water. The raw materials remain in a constant state throughout the entire separating and recycling process, and energy use is significantly lower than conventional waste processing plants.

Fractionator

The fractionator is a large industrial centrifuge that operates in accordance of applied physics – no heat or chemicals are required during the processing of input material to achieve the ultimate separation of fractions to 98%+ pure grade metal.

Composite material is fed into the fractionator for the delamination process, by entering an annulus between a stator and a rotor, where it is exposed to high-frequency impulses. Intense, repeated impacts occur, leading to the separation, layer by layer, of the individual materials.

The different physical weight and specific gravity of each particular component results in their dissociation from one another. Depending on the contents of the input material, different structures, sizes and forms occur. Thus, metal is reshaped (pellets), while plastics remain flat (flakes or chips).

Proposed Ascore Acquisition

The Company has entered into the Ascore Letter Agreement whereby, subject to completion of the Arrangement, Spinco B will negotiate the Ascore Agreement with Ascore for the Proposed Ascore Acquisition, namely the acquisition by Spinco B of the Ascore Assets. Should the Arrangement be completed, the Proposed Ascore Acquisition will be subject to the execution by Spinco B of the Ascore Agreement. The Proposed Acquisition of Ascore and the Ascore Agreement have not been finalized and it is anticipated that the Proposed Ascore Acquisition will be subject to a number of closing conditions, including requisite corporate and regulatory approvals, financing, independent valuations, due diligence, structuring and negotiation of definitive terms, applicable tax consequences to both parties and their respective shareholders and compliance with all applicable regulatory requirements. There is no assurance that the Proposed Ascore Acquisition will be completed as planned or at all. Presently, it is contemplated that Spinco B will issue to Ascore shareholders an aggregate of 70,000,000 Spinco B Shares.

In addition to completion of the Arrangement and negotiation and execution of the Ascore Agreement, completion of the Proposed Ascore Acquisition is expected to be subject to the following conditions: (i)

completion of a $55,000 financing of common shares of Spinco B; (ii) requisite corporate approvals on behalf of Spinco B and Ascore; (iii) completion of satisfactory due diligence, including with respect to the Ascore Assets; and (iv) Exchange approval for the listing of the Spinco B Shares. Upon completion of the Proposed Ascore Acquisition, it is anticipated that two representatives of Ascore will be appointed to the board of directors of Spinco B and one director shall be a representative of Spinco B. Should the Proposed Ascore Acquisition be completed as currently contemplated, it is anticipated that Shareholders of the Company will benefit as a result of: (a) their interest in the Company; and (b) their approximate 2.8% interest in Ascore.

If the Proposed Ascore Acquisition is completed, of which there is no assurance, Ascore intends to rename Spinco B “Rencore Metals Corp.” and focus on further developing the technology and establishing resource recovery plants in Europe using the Ascore technology.

Additional Information

Additional information relating to the Company is available on SEDAR at www.sedar.com. Financial information is provided in the Financial Statements and MD&A for its most recently completed financial year. Shareholders may also contact the Company at 200 – 551 Howe Street, Vancouver, British Columbia, V6C 2C2 (Phone no. (604) 628-4880) to request copies of the Company’s financial statements and MD&A for its most recently completed financial year.

APPROVAL BY THE BOARD OF DIRECTORS

The contents and mailing to Shareholders of this Circular have been approved by the Board of Directors.

No person is authorized to give any information or to make any representations in respect of the matters addressed herein other than those contained in this Circular and, if given or made, such information must not be relied upon as having been authorized.

SCHEDULE A

BRAVURA VENTURES CORP.
ARRANGEMENT RESOLUTION

BE IT RESOLVED THAT:

1. The arrangement pursuant to section 288 of the *Business Corporations Act* (British Columbia) (the "Act"), involving Bravura Ventures Corp. (the "Company"), its holders of common shares (the "Company Shareholders"), 1014372 B.C. Ltd. ("Spinco A") and the holders of its common shares, 10104379 B.C. Ltd. ("Spinco B") and the holders of its common shares (the "Arrangement"), all as more particularly set forth in the plan of arrangement (the "Plan of Arrangement") attached as Exhibit 1 to the Arrangement Agreement among the Company, Spinco A and Spinco B effective as of October 14, 2014 (the "Arrangement Agreement") is hereby authorized and approved.

2. The entering into by the Company of the Arrangement Agreement which is attached as Schedule B to the Management Information Circular of the Company dated October 16, 2014 (the "Circular") accompanying the notice of this meeting, is hereby ratified, confirmed and approved.

3. Notwithstanding the approval of this Special Resolution or the approval of the Arrangement by the Supreme Court of British Columbia, the board of directors of the Company (i) is hereby authorized in its sole discretion, without further notice to or approval of the Company Shareholders but subject to the terms of the Arrangement Agreement to amend or terminate the Arrangement Agreement at any time prior to the Arrangement becoming effective; and (ii) is hereby authorized, in its sole discretion, without further notice to or approval of the Company Shareholders, to amend the Plan of Arrangement to the extent permitted thereby and to not proceed with the Arrangement at any time prior to the Arrangement becoming effective.

4. Any one director or officer of the Company is hereby authorized and directed for and in the name of and on behalf of the Company to do all acts and things and to execute, whether under the corporate seal of the Company or otherwise, and to deliver or cause to be delivered, all documents and instruments and to do all such acts and things as in the opinion of such director or officer may be necessary or desirable to carry out the intent of this Special Resolution.

SCHEDULE B

ARRANGEMENT AGREEMENT

ARRANGEMENT AGREEMENT

MEMORANDUM OF AGREEMENT made as of the 14th day of October, 2014.

AMONG

BRAVURA VENTURES CORP., a company subject to the British Columbia *Business Corporations Act*

("Bravura")

AND

1014372 B.C. LTD., a company subject to the British Columbia *Business Corporations Act*

("Spinco A")

AND

1014379 B.C. LTD., a company subject to the British Columbia *Business Corporations Act*

("Spinco B")

WHEREAS Bravura intends to propose to its shareholders the Arrangement.

AND WHEREAS Spinco A is a subsidiary of Bravura.

AND WHEREAS Spinco B is a subsidiary of Bravura.

AND WHEREAS the parties hereto wish to record their agreements with regard to the Arrangement and Plan of Arrangement;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the premises and the respective covenants and agreements herein contained, the parties hereto covenant and agree as follows:

1. INTERPRETATION

1.1 Definitions

In this Agreement including the recitals hereto, unless there is something in the subject matter or context inconsistent therewith, words and terms defined in the Circular will have the same meaning when used herein and, in addition, the following terms will have the following meanings:

"Arrangement" means the arrangement under the provisions of Section 288 of the BCA among Bravura and the Shareholders and Spinco A and its shareholders and Spinco B and its shareholders on the terms and conditions set forth in the Plan of Arrangement or any amendment or variation thereto made in accordance with section 6.1 of this Agreement.

"BCA" means the British Columbia *Business Corporations Act*, as amended from time to time.

"Bravura Financing" means a financing of not more than $50,000 to be completed by Bravura resulting in the issuance of no more than 2,000,000 Common Shares;

"Business Day" means any day, other than a Saturday or a Sunday, when Canadian chartered banks are open for business in the City of Vancouver.

"Circular" means the definitive form, together with any amendments thereto, of the management information circular of Bravura to be prepared and sent to Shareholders in connection with the Meeting.

"Class 1 Reorganization Shares" means the class 1 reorganization shares without par value in the capital of Bravura to be issued as part of the Arrangement.

"Class 2 Reorganization Shares" means the class 2 reorganization shares without par value in the capital of Bravura to be issued as part of the Arrangement.

"Common Shares" means the common shares without par value in the capital of Bravura issued and outstanding immediately prior to the implementation of the Arrangement which, for greater certainty, means the common shares of Bravura on a post-Consolidation basis.

"Consolidation" means the consolidation by Bravura of its share capital on the basis of one (1) post-consolidation Common Share for every five (5) pre-consolidation common shares issued and outstanding;

"Court" means the Supreme Court of British Columbia.

"Dissent Rights" means the rights of registered Shareholders to dissent in respect of the Arrangement pursuant to the BCA and the Interim Order.

"Effective Date" means the date the Plan of Arrangement becomes effective.

"Exchange" means the Canadian Securities Exchange.

"Final Order" means the final order of the Court approving the Arrangement.

"Interim Order" means the order of the Court to be applied for as contemplated in section 3.3 hereof.

"Meeting" means the annual and special general meeting of Shareholders to be held on November 14, 2014 and any adjournment thereof to consider, among other matters, the Arrangement.

"New Common Shares" means the new common shares without par value in the capital of Bravura to be issued as part of the Arrangement.

"Plan of Arrangement" means the plan of arrangement which is annexed as Exhibit 1 hereto and any amendment or variation thereto made in accordance with section 6.1 hereof.

"Registrar" means the Registrar of Companies appointed under section 400 of the BCA.

"**Section 3(a)(10) Exemption**" means the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) of the U.S. Securities Act.

"**Shareholders**" means those persons who, as at the close of business on the Effective Date, are registered holders of Common Shares.

"Spinco A Financing" means a financing of not less than $55,000 to be completed by Spinco A.

"Spinco A Shares" means the common shares without par value in the capital of Spinco A.

"Spinco B Financing" means a financing of not less than $55,000 to be completed by Spinco B.

"Spinco B Shares" means the common shares without par value in the capital of Spinco B.

"U.S. Securities Act" means the United States *Securities Act of 1933*, as amended.

1.2 Interpretation not Affected by Headings

The division of this Agreement into articles, sections and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof', and "hereunder" and similar expressions refer to this Agreement (including the exhibit hereto) and not to any particular article, section or other portion hereof and include any agreement or instrument supplementary or ancillary hereto.

1.3 Numbers, Et Cetera

Unless the context otherwise requires, words importing the singular number only will include the plural and vice versa, words importing the use of any gender will include both genders; and words importing persons will include firms, corporations, trusts and partnerships.

1.4 Date for Any Action

In the event that any date on which any action is required to be taken hereunder by any of the parties hereto is not a Business Day in the place where the action is required to be taken, such action shall be required to be taken on the next succeeding day which is a Business Day at such place, unless otherwise agreed to.

1.5 Entire Agreement

This Agreement, together with the exhibit, schedules, agreements and other documents herein or therein referred to, constitute the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, among the parties with respect to the subject matter hereof.

1.6 Currency

All sums of money which are referred to in this Agreement are expressed in lawful money of Canada unless otherwise specified.

2. REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of Bravura

Bravura represents and warrants to and in favour of Spinco B and Spinco A as follows:

(a) Bravura is a company duly organized and validly existing under the BCA and has the corporate power and authority to own, operate and lease its property and assets and to carry on its business as now being conducted by it, and it is duly registered, licensed or qualified to carry on business in each jurisdiction in which a material amount of its business is conducted or where the character of its properties and assets makes such registration, licensing or qualification necessary.

(b) Bravura has the corporate power and authority to enter into this Agreement and, subject to obtaining the requisite approvals contemplated hereby, to perform its obligations hereunder.

(c) The authorized capital of Bravura consists of an unlimited number of common shares without par value of which 11,218,751 common shares (on a pre-Consolidation basis) were issued and outstanding as at October 13, 2014.

(d) No individual, firm, corporation or other person holds any securities convertible or exchangeable into any shares of Bravura or of any of its subsidiaries or has any agreement, warrant, option or any right capable of becoming an agreement, warrant or option for the purchase of any unissued shares of Bravura or any of its subsidiaries, except for employees, officers and directors of Bravura who have options to purchase Common Shares pursuant to Bravura's incentive stock option plan and outstanding share purchase warrants.

(e) The execution and delivery of this Agreement by Bravura and the completion of the transactions contemplated herein:

  (i) do not and will not result in a breach of, or violate any term or provision of, the articles of Bravura or any of the constating documents of its subsidiaries;

  (ii) subject to receiving any consent as may be necessary under any agreement by which Bravura or any of its subsidiaries is bound, do not and will not, as of the Effective Date, conflict with, result in the breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, any agreement, instrument, license, permit or authority to which Bravura and its subsidiaries taken as a whole, or to which any material property of Bravura or any of its subsidiaries is subject or result in the creation of any lien, charge or encumbrance upon any of the material assets of Bravura or any of its subsidiaries under any such agreement or instrument, or give to any person any material interest or right, including rights of purchase, termination, cancellation or acceleration, under any such agreement, instrument, license, permit or authority; and

  (iii) subject to receipt of necessary approvals of the Shareholders and the Court do not and will not as of the Effective Date violate any provision of law or administrative regulation or any judicial or administrative award, judgment or decree applicable and known to Bravura, after due inquiry, the breach of which would have a material adverse effect on Bravura and its subsidiaries taken as a whole.

(f) To the best of the knowledge of Bravura after due inquiry, there are no actions, suits, proceedings or investigations commenced, contemplated or threatened against or affecting Bravura or any subsidiary of Bravura, at law or in equity, before or by any governmental department, commission, board, bureau, court, agency, arbitrator or instrumentality, domestic or foreign, of any kind nor, to the best of the knowledge of Bravura, after due inquiry, are there any existing facts or conditions which may reasonably be expected, individually or in the aggregate, to be a proper basis for any actions, suits, proceedings or investigations, which in any case would prevent or hinder the consummation of the transactions contemplated by this Agreement, or the Plan of Arrangement, or which may reasonably be expected individually or in the aggregate to have a material adverse effect on the business, operations, properties, assets or affairs, financial or otherwise, of Bravura and its subsidiaries, taken as a whole, either before or after the Effective Date.

(g) The execution and delivery of this Agreement and the completion of the transactions contemplated herein have been duly approved by the directors of Bravura and this Agreement has been duly executed and delivered by Bravura and constitutes a valid and binding obligation of Bravura enforceable against it in accordance with its terms, except as may be limited by bankruptcy, insolvency or other laws affecting the enforcement of

creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.

(h) The information set forth in the Circular relating to Bravura and the interests of Bravura and its business and properties and the effect of the Arrangement thereon is true, correct and complete in all material respects and does not contain any untrue statement of any material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading in the light of the circumstances in which they are made.

2.2 Representations and Warranties of Spinco B

Spinco B represents and warrants to and in favour of Bravura as follows:

(a) Spinco B is a company duly organized and validly existing under the BCA.

(b) Spinco B has the corporate power and authority to enter into this Agreement and, subject to obtaining the requisite approvals contemplated hereby, to perform its obligations hereunder.

(c) The authorized capital of Spinco B consists of an unlimited number of common shares without par value and an unlimited number of preferred shares without par value, of which one Spinco B Share is issued and outstanding as at the date hereof. The outstanding Spinco B Share is held by the Company.

(d) Except as contemplated by this Agreement, no individual, firm, corporation or other person holds any securities convertible or exchangeable into any shares of Spinco B or has any agreement, warrant, option or any right capable of becoming an agreement, warrant or option for the purchase of any unissued shares of Spinco B.

(e) The execution and delivery of this Agreement by Spinco B and the completion of the transactions contemplated herein:

(i) do not and will not result in the breach of, or violate any term or provision of, the articles of Spinco B; and

(ii) do not and will not, as of the Effective Date, violate any provision of law or administrative regulation or any judicial or administrative award, judgment or decree applicable and known to Spinco B , after due inquiry, the breach of which would have a material adverse effect on Spinco B.

(f) The execution and delivery of this Agreement and the completion of the transactions contemplated herein have been duly approved by the board of directors of Spinco B and this Agreement has been executed and delivered by Spinco B and constitutes a valid and binding obligation of Spinco B enforceable against it in accordance with its terms, except as may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.

(g) Spinco B is not engaged in any business nor is it a party to or bound by any contract, agreement, arrangement, instrument, license, permit or authority, other than this Agreement and any transaction or agreement necessary or incidental to the fulfilment of its obligations under Agreement, nor does it have any liabilities, contingent or otherwise, except as provided in or permitted by this Agreement.

2.3 Representations and Warranties of Spinco A

Spinco A represents and warrants to and in favour of Bravura as follows:

(a) Spinco A is a company duly organized and validly existing under the BCA.

(b) Spinco A has the corporate power and authority to enter into this Agreement and, subject to obtaining the requisite approvals contemplated hereby, to perform its obligations hereunder.

(c) The authorized capital of Spinco A consists of an unlimited number of common shares without par value and an unlimited number of preferred shares without par value, of which one Spinco A Share is issued and outstanding as at the date hereof. The outstanding Spinco A Share is held by the Company.

(d) Except as contemplated by this Agreement, no individual, firm, corporation or other person holds any securities convertible or exchangeable into any shares of Spinco A or has any agreement, warrant, option or any right capable of becoming an agreement, warrant or option for the purchase of any unissued shares of Spinco A.

(e) The execution and delivery of this Agreement by Spinco A and the completion of the transactions contemplated herein:

(i) do not and will not result in the breach of, or violate any term or provision of, the articles of Spinco A; and

(ii) do not and will not, as of the Effective Date, violate any provision of law or administrative regulation or any judicial or administrative award, judgment or decree applicable and known to Spinco A, after due inquiry, the breach of which would have a material adverse effect on Spinco A.

(f) The execution and delivery of this Agreement and the completion of the transactions contemplated herein have been duly approved by the board of directors of Spinco A and this Agreement has been executed and delivered by Spinco A and constitutes a valid and binding obligation of Spinco A enforceable against it in accordance with its terms, except as may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.

(g) Spinco A is not engaged in any business nor is it a party to or bound by any contract, agreement, arrangement, instrument, license, permit or authority, other than this Agreement and any transaction or agreement necessary or incidental to the fulfilment of its obligations under Agreement, nor does it have any liabilities, contingent or otherwise, except as provided in or permitted by this Agreement.

3. COVENANTS

3.1 Covenants of Bravura

Bravura hereby covenants and agrees with Spinco B and Spinco A as follows:

(a) Until the Effective Date, Bravura will carry on its business in the ordinary course and will not enter into any transaction or incur any obligation or liability out of the ordinary course of its business, except as otherwise contemplated in this Agreement.

(b) Except as otherwise contemplated in this Agreement, until the Effective Date, Bravura will not merge with, amalgamate, consolidate or enter into any other corporate reorganization with, any other corporation or person or perform any act or enter into any transaction or negotiation which reasonably could be expected to, directly or indirectly, interfere or be inconsistent with the completion of the Arrangement.

(c) Bravura will, in a timely and expeditious manner, file the Circular in all jurisdictions where the Circular is required to be filed by Bravura and mail the Circular to Shareholders in accordance with the terms of the Interim Order and applicable law.

(d) Bravura will perform the obligations required to be performed by it hereunder and will do all such other acts and things as may be necessary or desirable in order to carry out and give effect to the transactions under the Arrangement as described in the Circular and, without limiting the generality of the foregoing, Bravura shall use its reasonable best efforts to:

(i) seek the approval of the Shareholders required for the implementation of the Arrangement,

(ii) seek the approval for the Arrangement and listing of the New Common Shares on the Exchange,

(iii) seek the Final Order as provided for in section 3.3, and

(iv) complete the Consolidation;

(v) complete the Bravura Financing;

(vi) obtain such other consents, orders, rulings, approvals and assurances as counsel may advise are necessary or desirable for the implementation of the Arrangement, including those referred to in section 4.1.

(e) Bravura will convene the Meeting as soon as practicable and will solicit proxies to be voted at the Meeting in favour of the Arrangement and all other resolutions referred to in the Circular.

(f) Bravura will use its reasonable best efforts to cause each of the conditions precedent set out in sections 4.1 and 4.2 to be complied with on or before the Effective Date.

(g) As soon as practicable following the Effective Date, Bravura will make public on its website, or on SEDAR, Bravura's estimate of the relative fair market values of the Class 1 Reorganization Shares, Class 2 Reorganization Shares and the New Common Shares immediately after the share exchanges contemplated by section 4.1.2 of the Plan of Arrangement.

3.2 Covenants of Spinco B and Spinco A

Each of Spinco B and Spinco A hereby covenants and agrees with Bravura as follows:

(a) Until the Effective Date, it will not merge into or with, or amalgamate or consolidate with, or enter into any other corporate reorganization with, any other corporation or person, and perform any act or enter into any transaction or negotiation which interferes or is inconsistent with the Arrangement or other transactions contemplated by this Agreement.

(b) it will perform the obligations required to be performed by it, and will enter into all agreements required to be entered into by it, under this Agreement, the Plan of Arrangement and will do all such other acts and things as may be necessary or desirable

in order to carry out and give effect to the Arrangement and related transactions as described in the Circular and, without limiting the generality of the foregoing, it will:

(i) use its reasonable best efforts to complete the Spinco B Financing or Spinco A Financing, as applicable;

(ii) seek and cooperate with Bravura in seeking the Final Order as provided for in section 3.3; and

(iii) seek and cooperate with Bravura in seeking such other consents, orders, rulings, approvals and assurances as counsel may advise are necessary or desirable for the implementation of the Arrangement, including those referred to in section 4.1.

3.3 Interim Order and Final Order

Each party covenants and agrees that it will, as soon as reasonably practicable, apply to the Court for the Interim Order providing for, among other things, the calling and holding of the Meeting for the purpose of, among other matters, considering and, if deemed advisable, approving the Arrangement and that, if the approval of the Arrangement by Shareholders as set forth in the Interim Order is obtained by Bravura as soon as practicable thereafter each party will take the necessary steps to submit the Arrangement to the Court and apply for the Final Order in such fashion as the Court may direct. As soon as practicable thereafter, and subject to compliance with any other conditions provided for in Article 4 hereof, Bravura will file with the Registrar a certified copy of the Final Order to give effect to the Arrangement.

3.4 Non-Survival of Representations, Warranties and Covenants

The respective representations, warranties and covenants of Bravura, Spinco B and Spinco A contained herein will expire and be terminated and extinguished at and from the Effective Date, other than the covenants in sections 3.1(d) and 3.2(b) and no party will have any liability or further obligation to any party hereunder in respect of the respective representations, warranties and covenants thereafter, other than the covenants in sections 3.1(d) and 3.2(b).

4. CONDITIONS

4.1 Conditions Precedent

The respective obligations of each party hereto to complete the transactions contemplated by this Agreement will be subject to the satisfaction, on or before the Effective Date, of the following conditions, none of which may be waived by any party hereto in whole or in part:

(a) The Arrangement, with or without amendment, will have been approved at the Meeting in accordance with the Interim Order.

(b) The Interim Order and the Final Order will have been obtained in form and substance satisfactory to Bravura, Spinco B and Spinco A, acting reasonably.

(c) The Exchange will have approved, as of the Effective Date, the Arrangement and the listing and posting for trading of the New Common Shares issuable on the Arrangement, subject to compliance with the listing requirements thereof.

(d) No action will have been instituted and be continuing on the Effective Date for an injunction to restrain, a declaratory judgment in respect of or damages on account of or relating to the Arrangement and no cease trading or similar order with respect to any securities of Bravura, Spinco B and Spinco A will have been issued and remain outstanding.

(e) the Bravura Financing will have been completed.

(f) the Consolidation will have been completed.

(g) Bravura shall have no more than 4,243,751 Common Shares issued and outstanding immediately before the Effective Date.

(h) No more than 10% of Shareholders shall have exercised Dissent Rights.

(i) All material regulatory requirements will have been complied with and all other material consents, agreements, orders and approvals, including regulatory and judicial approvals and orders, necessary for the completion of the transactions provided for in this Agreement or contemplated by the Circular will have been obtained or received from the persons, authorities or bodies having jurisdiction in the circumstances.

(j) None of the consents, orders, regulations or approvals contemplated herein will contain terms or conditions or require undertakings or security deemed unsatisfactory or unacceptable by Bravura, Spinco B or Spinco A, acting reasonably.

(k) There shall not have been any adverse material change with respect to Bravura or its business.

(l) the issuance and exchange of New Common Shares, Class 1 Reorganization Shares, Class 2 Reorganization Shares, Spinco B Shares and Spinco A Shares to be issued and exchanged pursuant to the Arrangement will be exempt from the registration requirements of the U.S. Securities Act and the registration and prospectus requirements of applicable securities legislation in each of the provinces and territories of Canada in which Shareholders are resident.

(m) there shall not have been an amendment to Section 3(a)(10) of the U.S. Securities Act, a change in the interpretation of Section 3(a)(10) of the U.S. Securities Act or a decision of a court which provides that orders of Canadian courts such as the Final Order do not qualify under Section 3(a)(10) of the U.S. Securities Act which results in the Section 3(a)(10) Exemption being not available for any reason to exempt the issuance and exchange of New Common Shares, Class 1 Reorganization Shares, Class 2 Reorganization Shares, Spinco B Shares and Spinco A Shares to be issued and exchanged on completion of the Arrangement from the registration requirements of the U.S. Securities Act.

(n) This Agreement will not have been terminated under section 6.2.

4.2 Conditions to Obligations of Each Party

The obligation of each of Bravura, Spinco B and Spinco A to complete the transactions contemplated by this Agreement is further subject to the condition, which may be waived by any such party without prejudice to its right to rely on any other condition in favour of such party, that each and every one of the covenants of the other party hereto to be performed on or before the Effective Date pursuant to the terms of this Agreement will have been duly performed by such party and that, except as affected by the transactions contemplated by this Agreement, the representations and warranties of the other party hereto will be true and correct in all material respects as at the Effective Date, with the same effect as if such representations and warranties had been made at and as of such time, and each such party will have received a certificate, dated the Effective Date, of a senior officer of each other party confirming the same.

4.3 Merger of Conditions

The conditions set out in sections 4.1 and 4.2 will be conclusively deemed to have been satisfied, waived or released upon the delivery to the Registrar of a certified copy of the Final Order to give effect to the Arrangement.

5. UNITED STATES SECURITIES LAW MATTERS

The Parties agree that the Arrangement will be carried out with the intention that all New Common Shares, Class 1 Reorganization Shares, Class 2 Reorganization Shares, Spinco B Shares and Spinco A Shares issued on completion of the Arrangement to Shareholders will be issued in reliance on the exemption from the registration requirements of U.S. Securities Act provided by the Section 3(a)(10) Exemption. In order to ensure the availability of the Section 3(a)(10) Exemption, the Parties agree that the Arrangement will be carried out on the following basis:

(a) the Arrangement will be subject to the approval of the Court;

(b) the Court will be advised as to the intention of the Parties to rely on the Section 3(a)(10) Exemption prior to the hearing required to approve the Arrangement;

(c) the Court will be required to satisfy itself as to the fairness of the Arrangement to the Shareholders subject to the Arrangement;

(d) the Final Order approving the Arrangement that is obtained from the Court will expressly state that the Arrangement is approved by the Court as being fair to the Shareholders;

(e) Bravura will ensure that each Shareholder entitled to receive New Common Shares, Class 1 Reorganization Shares, Class 2 Reorganization Shares, Spinco B Shares and Spinco A Shares on completion of the Arrangement will be given adequate notice advising them of their right to attend the hearing of the Court to give approval of the Arrangement and providing them with sufficient information necessary for them to exercise that right;

(f) the Shareholders will be advised that the New Common Shares, Class 1 Reorganization Shares, Class 2 Reorganization Shares, Spinco B Shares and Spinco A Shares issued in the Arrangement have not been registered under the U.S. Securities Act and will be issued in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) of the U.S. Securities Act and may be subject to restrictions on resale under the applicable Securities Legislation of the United States, including, as applicable, Rule 144 under the U.S. Securities Act with respect to affiliates of Bravura;

(g) the Interim Order will specify that each Shareholder will have the right to appear before the Court at the hearing of the Court to give approval of the Arrangement so long as the Shareholder enters an appearance within a reasonable time; and

(h) the Final Order shall include a statement substantially to the following effect:

"This Order will serve as a basis of a claim to an exemption, pursuant to section 3(a)(10) of the *United States Securities Act of 1933, as amended*, from the registration requirements otherwise imposed by that Act, regarding the exchange of Common Shares for New Common Shares, Class 1 Reorganization Shares, Class 2 Reorganization Shares, Spinco B Shares and Spinco A Shares, pursuant to the Plan of Arrangement."

6. AMENDMENT AND TERMINATION

6.1 Amendment

This Agreement and the Plan of Arrangement may, at any time and from time to time before and after the holding of the Meeting but not later than the Effective Date, be amended in a manner not materially prejudicial to the Shareholders by written agreement of the parties hereto without, subject to applicable law, further notice to or authorization on the part of the Shareholders or the Court for any reason whatsoever.

6.2 Termination

This Agreement may, at any time before or after the holding of the Meeting but no later than the Effective Date, be terminated by the Board of Directors of Bravura without further notice to, or action on the part of, the Shareholders.

Without limiting the generality of the foregoing, Bravura may terminate this Agreement:

(a) In the event that any right of dissent is exercised pursuant to section 5.1 of the Plan of Arrangement in respect of the Common Shares, immediately prior to the Effective Date, shareholders who have exercised their right of dissent and hold 10% or more of the outstanding Common Shares have not abandoned their right of dissent.

(b) If prior to the Effective Date there is a material change in the business, operations, properties, assets, liabilities or condition, financial or otherwise, of Bravura and its subsidiaries, taken as a whole, or in Spinco B or Spinco A, or any change in general economic conditions, interest rates or any outbreak or material escalation in, or the cessation of, hostilities or any other calamity or crisis, or there should develop, occur or come into effect any occurrence which has a material effect on the financial markets of Canada and the Board of Directors determines in its sole judgment that it would be inadvisable in such circumstances for Bravura to proceed with the Arrangement.

6.3 Effect of Termination

Upon the termination of this Agreement pursuant to section 6.2 hereof, no party will have any liability or further obligation to any other party hereunder.

7. GENERAL

7.1 Notices

All notices which may or are required to be given pursuant to any provision of this Agreement will be given or made in writing and will be deemed to be validly given if served personally or by facsimile, in each case to the attention of the senior officer at the following addresses or at such other addresses as will be specified by the parties by like notice:

If to Bravura:

800 – 1199 West Hastings Street
Vancouver, BC V6E 3T5

Attention: Anthony Jackson
Facsimile: (604) 683-4499

If to Spinco B or Spinco A:

800 – 1199 West Hastings Street
Vancouver, BC V6E 3T5

Attention: Anthony Jackson
Facsimile: (604) 683-4499

The date of receipt of any such notice will be deemed to be the date of delivery or facsimile transmission thereof.

7.2 Assignment

No party may assign its rights or obligations under this Agreement or the Arrangement without the prior written consent of the other party hereto.

7.3 Binding Effect

This Agreement and the Arrangement will be binding upon and will enure to the benefit of the parties hereto and their respective successors and permitted assigns and, in the case of the Arrangement, will enure to the benefit of the Shareholders.

7.4 Waiver

Any waiver or release of any of the provisions of this Agreement, to be effective, must be in writing executed by the party granting the same. Waivers may only be granted upon compliance with the terms governing amendments set forth in section 6.1 hereof, applied mutatis mutandis.

7.5 Governing Law

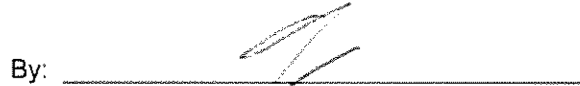
This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein and will be treated in all respects as a British Columbia contract.

7.6 Counterparts

This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

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

Bravura Ventures Corp.

By: 

1014379 B.C. Ltd.

By:

1014372 B.C. Ltd.

By:

EXHIBIT 1
TO THE ARRANGEMENT AGREEMENT

PLAN OF ARRANGEMENT UNDER SECTION 288
OF THE BRITISH COLUMBIA *BUSINESS CORPORATIONS ACT*

1. INTERPRETATION

1.1 Definitions

In this Arrangement, unless there is something in the subject matter or context inconsistent therewith:

"Arrangement" means the arrangement proposed under the provisions of section 288 of the BCA on the terms set out in this Plan of Arrangement.

"Arrangement Agreement" means the agreement, dated as of October 14, 2014 among Bravura, Spinco B and Spinco A to which this Plan of Arrangement is attached as Exhibit 1, as the same may be amended from time to time.

"**Spinco A**" means 1014372 B.C. Ltd., a subsidiary of Bravura incorporated under the BCA to facilitate the Arrangement.

"**Spinco A Share**" means the common shares without par value which Spinco A is authorized to issue.

"**Spinco A Working Capital**" means the sum of $45,000.

"**Spinco B**" means 1014379 B.C. Ltd., a subsidiary of Bravura incorporated under the BCA to facilitate the Arrangement.

"**Spinco B Share**" means the common shares without par value which Spinco B is authorized to issue.

"**Spinco B Working Capital**" means the sum of $45,000.

"BCA" means the British Columbia *Business Corporations Act*, as amended from time to time.

"Bravura" means Bravura Ventures Corp., a corporation incorporated under the BCA.

"Circular" means the definitive form, together with any amendments thereto, of the management information circular of Bravura to be prepared and sent to the Shareholders in connection with the Meeting.

"Class 1 Reorganization Ratio" means the percentage resulting from the division of one (1) Spinco A Share to be issued, as numerator, for every two (2) Class 1 Reorganization Shares issued on the Effective Date, as denominator.

"**Class 1 Reorganization Shares**" means the shares without par value in the capital of Bravura to be issued as part of the Arrangement.

"Class 2 Reorganization Ratio" means the percentage resulting from the division of one (1) Spinco B Share to be issued, as numerator, for every two (2) Class 2 Reorganization Shares issued on the Effective Date, as denominator.

"**Class 2 Reorganization Shares**" means the shares without par value in the capital of Bravura to be issued as part of the Arrangement.

"Common Share" means the common shares without par value in the capital of Bravura.

"Court" means the Supreme Court of British Columbia.

"**Director**" means the Director appointed under section 260 of the BCA.

"Effective Date" means the date the Plan of Arrangement becomes effective.

"Exchange" means the Canadian Securities Exchange.

"Final Order" means the final order of the Court approving the Arrangement pursuant to the BCA.

"holder", when not qualified by the adjective "registered", means the person entitled to a share hereunder whether or not registered or entitled to be registered in respect thereof in the register of Shareholders of Bravura, Spinco A or Spinco B, as the case may be.

"Interim Order" means the interim order to be obtained from the Court, providing for a special meeting of the Common Shareholders to consider and approve the Arrangement and for certain other procedural matters as well as for the issue of a notice of application for the Final Order.

"**ITA**" means the *Income Tax Act* (Canada) and the regulations thereunder, as amended.

"**Meeting**" means the annual and special meeting of shareholders which will be held to consider, among other matters, the Arrangement, and any adjournment thereof.

"**New Common Shares**" means the new common shares without par value in the capital of Bravura to be issued as part of the Arrangement.

"**PUC**" means "paid-up capital" as defined in subsection 89(1) of the ITA.

"**Plan of Arrangement**" means this plan of arrangement, as it may be amended from time to time in accordance with section 5.1 of the Arrangement Agreement.

"**Shareholders**" means those persons who, as at the close of business on the Effective Date, are registered holders of Common Shares.

"**Transfer Agent**" means TMX Equity Transfer Services.

1.2 Headings

The division of this Plan of Arrangement into articles, sections, subsections and paragraphs, and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement. The terms "this Plan of Arrangement", "hereof, "herein", "hereunder" and similar expressions refer to this Plan of Arrangement as a whole and not to any particular article, section, subsection, paragraph or other part hereof. Unless something in the subject matter or context is inconsistent therewith, all references herein to articles, sections, subsections and paragraphs are to articles, sections, subsections and paragraphs of this Plan of Arrangement.

1.3 Extended Meanings

In this Plan of Arrangement, words importing the singular number only shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and neuter genders, and words importing persons shall include individuals, partnerships, associations, firms, trusts, unincorporated organizations and corporations.

1.4 Currency

All references to currency herein are to lawful money of Canada unless otherwise specified herein.

2. ARRANGEMENT AGREEMENT

2.1 Arrangement Agreement

This Plan of Arrangement is made pursuant to the provision of the Arrangement Agreement.

3. SUMMARY OF THE ARRANGEMENT

3.1 Summary

3.1.1 This Arrangement is being effected as an arrangement pursuant to Section 288 of the BCA.

3.1.2 All holders of Common Shares, except for dissenting holders of Common Shares, will exchange each Common Share for one New Common Share, one Class 1 Reorganization Share and one Class 2 Reorganization Share.

3.1.3 All Class 1 Reorganization Shares will be sold and transferred to Spinco A for consideration consisting solely of Spinco A Shares in accordance with the Class 1 Reorganization Ratio.

3.1.4 All Class 2 Reorganization Shares will be sold and transferred to Spinco B for consideration consisting solely of Spinco B Shares in accordance with the Class 2 Reorganization Ratio.

3.1.5 All of the Class 1 Reorganization Shares owned by Spinco A will be redeemed for their aggregate redemption value and such redemption value will be satisfied in full by the transfer by Bravura to Spinco A of the Spinco A Working Capital, and the Class 1 Reorganization Shares will be cancelled.

3.1.6 All of the Class 2 Reorganization Shares owned by Spinco B will be redeemed for their aggregate redemption value and such redemption value will be satisfied in full by the transfer by Bravura to Spinco B of the Spinco B Working Capital, and the Class 2 Reorganization Shares will be cancelled.

3.1.7 Shareholders may dissent in relation to the resolution to approve the Arrangement pursuant to the provisions of the Interim Order and sections 237 to 247 of the BCA.

3.1.8 The exchange of Common Shares for New Common Shares, Class 1 Reorganization Shares and Class 2 Reorganization Shares; the sale and transfer of the Class 1 Reorganization Shares to Spinco A in consideration of the issuance of Spinco A Shares; the sale and transfer of the Class 2 Reorganization Shares to Spinco B in consideration of the issuance of Ascore Common Shares; the redemption of the Class 1 Reorganization Shares and the transfer of the Spinco A Working Capital to Spinco A; and the redemption of the Class 2 Reorganization Shares and the transfer of the Spinco B Working Capital to Spinco B will all occur on the Effective Date, in the order set out herein.

4. THE ARRANGEMENT

4.1 The Arrangement

On the Effective Date, the following will occur and be deemed to occur in the following order without further act or formality notwithstanding anything contained in the provisions attaching to any of the securities of Bravura, Spinco A or of Spinco B, but subject to the provisions of Article 5 and will be binding on Bravura, Spinco A, Spinco B and the Shareholders:

4.1.1 The articles of Bravura will be amended to authorize Bravura to issue an unlimited number of Common Shares (to be re-designated as "Pre-Arrangement Common Shares" in the amended articles), an unlimited number of New Common Shares (to be designated as

"Common Shares" in the amended articles), an unlimited number of Class 1 Reorganization Shares (to be designated as "Class 1 Reorganization Shares" in the amended articles) and, an unlimited number of Class 2 Reorganization Shares (to be designated as "Class 2 Reorganization Shares" in the amended articles).

4.1.2 Each issued and outstanding Pre-Arrangement Common Share, except those referred to in section 5.1, will be exchanged for one Common Share, one Class 1 Reorganization Share and one Class 2 Reorganization Share. In connection with such exchange:

(a) The issue price for each Class 1 Reorganization Share will be an amount equal to the fair market value, as determined by the Directors, of one Class 1 Reorganization Share immediately following the exchange provided for in this subsection.

(b) The Company will add to the stated capital account maintained by it for the Class 1 Reorganization Shares the lesser of the issue price thereof and $45,000.

(c) The issue price for each Class 2 Reorganization Share will be an amount equal to the fair market value, as determined by the Directors, of one Class 2 Reorganization Share immediately following the exchange provided for in this subsection.

(d) The Company will add to the stated capital account maintained by it for the Class 2 Reorganization Shares the lesser of the issue price thereof and $45,000.

(e) The issue price for each Common Share will be an amount equal to the difference between (i) the fair market value for the Pre-Arrangement Common Share for which it was, in part, exchanged immediately prior thereto and (ii) the amounts determined in section 4.1.2(a) and 4.1.2(c) hereof.

(f) The Company will add to the stated capital account maintained by it for the Common Shares an amount equal to the amount by which the aggregate PUC of the Pre-Arrangement Common Shares (except those described in section 5.1) immediately before the exchange exceeds the stated capital account of the Class 1 Reorganization Shares and Class 2 Reorganization Shares, as determined above.

(g) The total amounts to be added to the stated capital accounts maintained by the Company for the Common Shares, Class 1 Reorganization Shares and the Class 2 Reorganization Shares shall, notwithstanding paragraphs 4.1.2(b),(d) and (f) above, not exceed the aggregate PUC of the Pre-Arrangement Common Shares (except those described in section 5.1) immediately before the exchange.

(h) Each Shareholder will cease to be the holder of the Pre-Arrangement Common Shares so exchanged and will become the holder of Common Shares, Class 1 Reorganization Shares and Class 2 Reorganization Shares issued to such Shareholder. The name of such Shareholder will be removed from the register of holders of Pre-Arrangement Common Shares with respect to the Pre-Arrangement Common Shares so exchanged and will be added to the registers of the holders of Common Shares, Class 1 Reorganization Shares and Class 2 Reorganization Shares as the holder of the number of Common Shares, Class 1 Reorganization Shares and Class 2 Reorganization Shares, respectively, so issued to such Shareholder.

4.1.3 No share certificate representing the Class 1 Reorganization Shares and Class 2 Reorganization Shares issued pursuant to 4.1.2(a) and (c) will be issued. The Common Shares to be issued pursuant to paragraph 4.1.2(e) will be evidenced by the existing share certificates representing the Pre-Arrangement Common Shares which will be deemed for all purposes thereafter to be certificates representing Common Shares to which the holder is entitled pursuant to the Arrangement, and no share certificates representing such Common Shares will be issued to the Shareholders.

4.1.4 The Pre-Arrangement Common Shares exchanged for Common Shares, Class 1 Reorganization Shares and Class 2 Reorganization Shares pursuant to section 4.1.2 will be cancelled.

4.1.5 Each Shareholder will sell and transfer all of its Class 1 Reorganization Shares to Spinco A for consideration consisting solely of Spinco A Shares issued by Spinco A in accordance with the Class 1 Reorganization Ratio for the Class 1 Reorganization Shares so transferred. In connection with such sale and transfer:

(a) The issue price for each Spinco A Share will be an amount equal to the fair market value of the Class 1 Reorganization Shares for which it was issued as consideration.

(b) Each holder of Class 1 Reorganization Shares so sold will cease to be the holder of the Reorganization Shares so sold and transferred and will become the holder of Spinco A Shares issued to such holder. The name of such holder will be removed from the register of holders of Class 1 Reorganization Shares with respect to the Class 1 Reorganization Shares so sold and transferred and will be added to the register of holders of Spinco A Shares as the holder of the number of Spinco A Shares so issued to such holder, and Spinco A will be and will be deemed to be the transferee of Class 1 Reorganization Shares so transferred and the name of Spinco A will be entered in the register of holders of Class 1 Reorganization Shares as the holder of the number of Class 1 Reorganization Shares so sold and transferred to Spinco A.

4.1.6 Each Shareholder will sell and transfer all of its Class 2 Reorganization Shares to Spinco B for consideration consisting solely of Spinco B Shares issued by Spinco B in accordance with the Class 2 Reorganization Ratio for the Class 2 Reorganization Shares so transferred. In connection with such sale and transfer:

(a) The issue price for each Spinco B Share will be an amount equal to the fair market value of the Class 2 Reorganization Shares for which it was issued as consideration.

(b) Each holder of Class 2 Reorganization Shares so sold will cease to be the holder of the Class 2 Reorganization Shares so sold and transferred and will become the holder of Spinco B Shares issued to such holder. The name of such holder will be removed from the register of holders of Class 2 Reorganization Shares with respect to the Class 2 Reorganization Shares so sold and transferred and will be added to the register of holders of Spinco B Shares as the holder of the number of Spinco B Shares so issued to such holder, and Spinco B will be and will be deemed to be the transferee of Class 2 Reorganization Shares so transferred and the name of Spinco B will be entered in the register of holders of Class 2 Reorganization Shares as the holder of the number of Class 2 Reorganization Shares so sold and transferred to Spinco B.

4.1.7 All of the Class 1 Reorganization Shares owned by Spinco A will be redeemed for their aggregate redemption value and such redemption value will be satisfied in full by the transfer by Bravura to Spinco A of the Spinco A Working Capital and the Class 1 Reorganization Shares will be cancelled.

4.1.8 All of the Class 2 Reorganization Shares owned by Spinco B will be redeemed for their aggregate redemption value and such redemption value will be satisfied in full by the transfer by Bravura to Spinco B of the Spinco B Working Capital and the Class 2 Reorganization Shares will be cancelled.

4.1.9 The articles of Bravura will be amended to delete the Pre-Arrangement Common Shares, the Class 1 Reorganization Shares and the Class 2 Reorganization Shares. none of which are issued and outstanding and delete the special rights and restrictions attaching to the Pre-Arrangement Common Shares, Class 1 Reorganization Shares and Class 2 Reorganization Shares.

4.1.10 Bravura will surrender to Spinco A for cancellation the Spinco A Share issued to Bravura on incorporation and such Spinco A Share shall be cancelled for no consideration.

4.1.11 Bravura will surrender to Spinco B for cancellation the Spinco B Share issued to Bravura on incorporation and such Spinco B Share shall be cancelled for no consideration.

5. RIGHT TO DISSENT

5.1 Right to Dissent

A Shareholder may exercise dissent rights ("Dissent Rights") conferred by the Interim Order in connection with the Arrangement in the manner set out in Section 238 of the BCA, as modified by the Interim Order, provided the Notice of Dissent is received by the Company by no later than 10:00 a.m. (Vancouver time) on November 12, 2014. Without limiting the generality of the foregoing, Shareholders who duly exercise such Dissent Rights will be deemed to have transferred such Pre-Arrangement Common Shares, as of the Effective Date, without any further act or formality, to the Company in consideration of their entitlement to be paid the fair value of the Pre-Arrangement Common Sharesunder the Dissent Rights.

Bravura shall be entitled to deduct or withhold from any payment to a Shareholder that has validly exercised its Dissent Rights any taxes or other amount as required to be deducted or withheld by Bravura under the ITA and any other applicable laws. Bravura shall remit such deducted or withheld taxes or other amounts to the relevant tax authority. Any such taxes or other amounts remitted by Bravura to any relevant tax authority shall be considered to have been paid to such Shareholder by Bravura on account of any amount owing by Bravura to such Shareholder in respect of the exercise of its dissent rights.

6. CERTIFICATES

6.1 Entitlement to Share Certificates

As soon as practicable after the Effective Date, each of Spinco A and Spinco B will cause to be delivered to the Transfer Agent, to be delivered to the holders of Common Shares in accordance with the tems hereof, share certificates representing in the aggregate the Spinco A Shares or Spinco B Shares, as the case may be, to which such holders are entitled following the Arrangement.

6.2 Use of Postal Services

Any certificate which any person is entitled to receive in accordance with this Plan of Arrangement will (unless the Transfer Agent has received instructions to the contrary from or on behalf of such person prior to the Effective Date) be forwarded by first class mail, postage prepaid, or in the case of postal disruption in Canada, by such other means as the Transfer Agent may deem prudent.

7. AMENDMENT AND TERMINATION

7.1 The Parties reserve the right to amend, modify and/or supplement this Plan of Arrangement at any time and from time to time, provided that any amendment, modification or supplement made following the Meeting must be contained in a written document which is filed with the Court and if required by the Court, approved by the Court and communicated to Shareholders in the manner required by the Court (if so required).

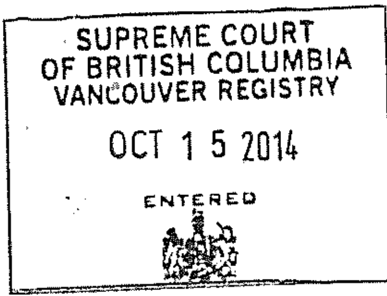
7.2 Any amendment, modification or supplement to this Plan of Arrangement may be proposed by the Parties at any time prior to or at the Meeting with or without any other prior notice or communication and, if so proposed and accepted by the persons voting at the Meeting, shall become part of this Plan of Arrangement for all purposes.

7.3 Any amendment, modification or supplement to this Plan of Arrangement which is approved or directed by the Court following the Meeting shall be effective only if it is consented to by the Parties (acting reasonably) and, if required by the Court, approved by Shareholders voting in the manner directed by the Court.

7.4 This Plan of Arrangement may be withdrawn prior to the Effective Date in accordance with the terms of the Agreement.

SCHEDULE C

INTERIM ORDER



No. S-147914
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

RE: BRAVURA VENTURES CORP.

AND IN THE MATTER OF A PROPOSED ARRANGEMENT PURSUANT TO s. 288 OF THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, c. 57

INTERIM ORDER

BEFORE	THE HONOURABLE Justice Gropper	15-Oct-2014

UPON THE APPLICATION of the Petitioner, Bravura Ventures Corp. (the "Company"), coming on for hearing at Vancouver, British Columbia, on this date, and upon hearing Blair C. Lowther, counsel for the Company, and upon reading Affidavit #1 of Anthony Jackson sworn October 14, 2014:

THIS COURT ORDERS that:

Special Meeting

1. The Company shall be authorized and permitted to call, hold and conduct an annual and special meeting (the "Meeting"), at which the holders of common shares in the capital of the Company (the "Shareholders") will be asked to, among other things, consider and, if deemed advisable, pass, with or without variation, a special resolution (the "Arrangement Resolution"), a copy of which is attached as Schedule "A" to the Management Information Circular of the Company produced as Exhibit A to the Affidavit #1 of Anthony Jackson filed herein (the "Information Circular"), to, among other things, approve the Arrangement Agreement (as defined in the Information Circular).

2. The Meeting shall be called, held and conducted in accordance with the Notice of Meeting of Shareholders forming part of the Information Circular (the "Notice of Meeting"), the *Business Corporations Act*, S.B.C. 2002, c. 57 (the "Act"), the Articles of the Company (including the quorum requirements thereof), such securities laws as may be applicable, any rulings made by the chair of the Meeting (provided such rulings are not contrary to the terms of this Order) and any further order of this Honourable Court.

3. At the Meeting, the Company may also transact such other business as is contemplated by the Information Circular, or as otherwise may properly be brought before the Meeting.

4. The Company is authorized to make such amendments, revisions, and/or supplements to the proposed arrangement set out in the Arrangement Agreement described in and attached to the Information Circular (the "Arrangement") as it may determine, and no notice of any such amendment, revision, and/or supplement need be communicated to Shareholders, and the Arrangement as so amended, revised, and/or supplemented shall be the Arrangement to be submitted to the Shareholders at the Meeting and shall be the subject of the Arrangement Resolution.

5. The Company, if it deems advisable, is specifically authorized to adjourn or postpone the Meeting on one or more occasions, without the necessity of first convening the Meeting or first obtaining any vote of the Shareholders respecting the adjournment or postponement.

Notice of Meeting

6. The Company shall give notice of the Meeting, substantially in the form of the Notice of Meeting, subject to the Company's ability to change the dates and other relevant information in the final form of the Notice of Meeting. The Notice of Meeting shall be mailed or delivered in accordance with paragraph 9 of this Order. Failure or omission to give notice in accordance with paragraph 9 of this Order as a result of mistake or of events beyond the control of the Company, shall not constitute a breach of this Order or a defect in the calling of the Meeting and shall not invalidate any resolution passed or proceedings taken at the Meeting, but if any such failure or omission is brought to the attention of the Company, then the Company shall use its best efforts to rectify it by the method and in the time most reasonably practicable in the circumstances.

7. The Company is hereby authorized to distribute the Information Circular, subject to such amendments, revisions or supplements as the Company may determine, and the Information Circular will be deemed to have included in it the statement required by section 290(1)(a) of the Act. The Information Circular shall be mailed or delivered in accordance with paragraph 9 of this Order. The Information Circular shall have the Notice of Application (the "Notice of Application") and this Order attached as schedules thereto. Failure or omission to distribute the Information Circular in accordance with paragraph 9 of this Order as a result of mistake or of events beyond the control of the

Company shall not constitute a breach of this Order and shall not invalidate any resolution passed or proceedings taken at the Meeting, but if any such failure or omission is brought to the attention of the Company, then the Company shall use its commercially reasonable efforts to rectify it by the method and in the time most reasonably practicable in the circumstances.

8. The Company is authorized to use proxies at the Meeting, substantially in the forms accompanying the Information Circular, subject to the Company's ability to insert dates and other relevant information in the final forms of proxy. The Company is authorized to solicit proxies, directly and through its officers, directors and employees, and through such agents or representatives as it may retain for that purpose, and by mail or such other forms of personal or electronic communication as it may determine. The Company may waive, in its discretion, the time limits for the deposit of proxies by the Shareholders if the Company deems it advisable to do so.

9. The Notice of Application, this Order, the Notice of Meeting, the Information Circular, the forms of proxy and any other communications or documents determined by the Company to be necessary or desirable (collectively, the "Meeting Materials"), shall be distributed by the Company or its Transfer Agent to the registered Shareholders of the Company and to the directors of the Company by mailing the same by prepaid ordinary mail (or, alternatively, by delivery, in person or by courier), not later than 21 days prior to the date established for the Meeting in the Notice of Meeting. Distribution to Shareholders shall be to their addresses as they appear on the books and records of the Company as of September 17, 2014, or such later date as the Company may determine in accordance with the Act (the "Record Date"). Distribution of the Meeting Materials to non-registered Shareholders of the Company shall be made by the Company complying with its obligations under National Instrument 54-101 of the Canadian Securities Administrators. Failure or omission to distribute the Meeting Materials in accordance with this paragraph 9 of this Order as a result of mistake or of events beyond the control of the Company shall not constitute a breach of this Order and shall not invalidate any resolution passed or proceedings taken at the Meeting, but if any such failure or omission is brought to the attention of the Company, then the Company shall use its commercially reasonable efforts to rectify it by the method and in the time most reasonably practicable in the circumstances.

10. No one other than those listed in the preceding paragraph of this Order shall be entitled to receive the Meeting Materials or attend the meeting, other than representatives and advisors of the Company.

11. No other form of service of the Meeting Materials or any portion thereof need be made or notice given or other materials served in respect of this proceeding or the Meeting. Sending of the Meeting Materials, including the Notice of Application, substantially in compliance with the requirements set out in paragraph 9 of this Order shall be good and sufficient service upon all those who may wish to appear in this proceeding. Service of the Meeting Materials shall be deemed to be effected on the fourth day following the day on which the Meeting Materials are mailed, and the Company shall not be required to serve any affidavits filed in support of the Petition, any motions filed by the Company, any affidavits filed in support of such motions, or any other orders made on application by the Company, except on written request of a shareholder of the Company addressed to the solicitors of the Company at their address for delivery set out in paragraph 17.

Voting

12. The only persons entitled to vote in person or by proxy on the Arrangement Resolution shall be the Shareholders as at the close of business on the Record Date.

13. The Arrangement Resolution must be passed at the Meeting by the affirmative vote of not less than two-thirds of the votes cast in respect of the Arrangement Resolution by the Shareholders present in person or represented by proxy at the Meeting, in accordance with the Act. For the purpose of this paragraph, each Shareholder of the Company is entitled to one vote for each common share of the Company held, as determined as of the close of business (Vancouver time) on the Record Date, and illegible votes, spoiled votes, defective votes and abstentions shall be deemed not to be votes cast. Such votes shall be sufficient to authorize and direct the Company to do all such acts and things as may be necessary or desirable to give effect to the Arrangement on a basis consistent with what is provided for in the Information Circular without the necessity of any further approval by the Shareholders, subject only to final approval of the Arrangement by this Honourable Court.

Dissent

14. Each registered Shareholder of the Company shall be entitled to exercise rights of dissent with respect to the Arrangement Resolution, in accordance with and in compliance with sections 237-247 of the Act, as modified as follows:

    (a) A Shareholder who intends to exercise a right of dissent must deliver a written objection to the Arrangement Resolution (a "Dissent Notice") to the head office of the Company at 800 - 1199 West Hastings Street, Vancouver, British Columbia, to be actually received not later than 10:00 a.m. (Vancouver time) on November 12, 2014, or if the Meeting is adjourned, not later than 10:00 a.m. on the date which is two business days prior to the date of the adjourned Meeting, and must not vote any common shares of the Company it holds in favour of the Arrangement Resolution;

    (b) A Beneficial Shareholder (as defined in the Information Circular) who wishes to exercise a right of dissent must arrange for the Registered Shareholder holding its common shares of the Company to deliver the Dissent Notice;

    (c) A Dissent Notice must specify the name and address of the dissenting registered Shareholder of the Company (the "Dissenting Shareholder"), the number of the Company's common shares in respect of which the Dissent Notice is being given (the "Dissent Shares"), and:

        (i) if the Dissent Notice is being given by the Dissenting Shareholder on its own behalf, the Dissent Notice must specify that either:

            (A) the Dissent Shares constitute all of the Company's common shares of which the Dissenting Shareholder is the registered and beneficial owner; or

            (B) the Dissent Shares constitute all of the Company's common shares of which the Dissenting Shareholder is the registered owner and the number of the Company's common shares of which the Dissenting Shareholder is the beneficial owner but not the registered owner, and in respect of such shares, the names of the registered owners of such shares, the number of such shares held

by each of them and confirmation that notices of dissent are being, or have been sent, in respect of all such shares;

(ii) if the Dissent Notice is being given by the Dissenting Shareholder on behalf of another person who is the beneficial owner of the Dissent Shares, the Dissent Notice must:

(A) specify the name and address of the beneficial owner;

(B) state that the Dissent Shares represent all of the shares beneficially owned by the beneficial owner for which the Dissenting Shareholder is the registered owner; and

(C) include a statement from the beneficial owner of the Dissent Shares identifying the number of the Company's common shares of which the beneficial owner is either the registered owner or the beneficial owner and, in respect of any such shares which are not Dissent Shares, the names of the registered owners of such shares, the number of such shares held by each of them and confirmation that notices of dissent are being, or have been sent, in respect of all such shares;

(d) If the Arrangement Resolution is passed at the Meeting, the Company must mail to every Dissenting Shareholder, prior to the date set for the hearing of the Order seeking approval of the Arrangement, a notice (a "Notice of Intention") stating that, subject to the making of such an Order and satisfaction of the other conditions set out in the Arrangement Agreement, the Company intends to complete the Arrangement, and advising the Dissenting Shareholder that if the Dissenting Shareholder intends to proceed with its exercise of its rights of dissent, it must deliver to the Company, at its head office at 800 – 1199 West Hastings Street, Vancouver, British Columbia, within one month of the mailing of the Notice of Intention, the following:

(i) a written statement that the Dissenting Shareholder requires the Company to purchase all of the Dissent Shares;

(ii) the certificates, if any, representing the Dissent Shares; and

(iii) if paragraph 14(c)(ii) applies, a written statement that:

(A) is signed by the beneficial owner on whose behalf the dissent is being exercised;

(B) sets out whether or not the beneficial owner is the beneficial owner of other common shares of the Company and, if so, sets out:

(I) the names of the registered owners of those other shares;

(II) the number of those other shares that are held by each of those registered owners; and

(III) that the right to dissent is being exercised in respect of all of those other shares;

(e) A Dissenting Shareholder delivering such a written statement may not withdraw from its dissent and, at 12:01 a.m. (Vancouver time) on the date the Arrangement becomes effective, will be deemed to have transferred to the Company all of the common shares of the Company it holds, free and clear of any liens, charges, security interests or other encumbrances whatsoever;

(f) The Company will pay to each Dissenting Shareholder the amount agreed between the Company and the Dissenting Shareholder for its common shares of the Company;

(g) Either the Company or a Dissenting Shareholder may apply to this Court pursuant to the Act if no agreement on the terms of the sale of the common shares of the Company held by the Dissenting Shareholder has been reached and the Court may:

(i) determine the fair value that the common shares of the Company had immediately before the passing of the Arrangement Resolution, excluding any appreciation or depreciation in anticipation of the Arrangement, unless exclusion would be inequitable, or order that such fair value be established by arbitration or by reference to the Registrar, or a Referee of this Court;

(ii) join in the application each other Dissenting Shareholder which has not reached an agreement for the sale of its common shares of the Company to the Company; and

(iii) make such consequential orders and give directions it considers appropriate;

(h) If the Company does not proceed with the Arrangement, the Company will return to the appropriate Dissenting Shareholders any Dissent Shares in its possession.

Final Approval

15. Upon and subject to the passing of the Arrangement Resolution pursuant to the provisions of this Order, the Company shall be permitted to apply, in accordance with the Notice of Application, to this Honourable Court for final approval of the Arrangement pursuant to the Act.

16. The consideration by this Court of the fairness of the Arrangement and the requisite Court final approval of the Arrangement will constitute the basis for a claim of exemption by the Company under Section 3(a)(10) of the U.S. Securities Act of 1933, as amended.

Response to Petition

17. Any Response to the Petition filed in this proceeding shall be filed and served on counsel for the Company at the following address for delivery:

Miller Thomson LLP
Barristers and Solicitors
1000-840 Howe Street
Vancouver, BC, V6Z 2M1
Attention: Blair C. Lowther

on or before November 12, 2014, along with any evidence or materials which are to be presented to this Court at the hearing of the application for final approval of the Arrangement.

18. In the event that the application for final approval of the Arrangement does not proceed on the date set forth in the Notice of Application, and is adjourned, only those parties having previously filed a Response to Petition shall be entitled to be given notice of the adjourned date.

19. The Company shall have leave to apply to vary this Order upon such terms and upon the giving of such notice as this Honourable Court may direct.

20. These proceedings shall be exempt from compliance with Rules 4, 8-1 and 16-1 of the *Supreme Court Civil Rules* to the extent those Rules are inconsistent with this Order.

APPROVED AS TO FORM:

Lawyer for the Petitioner: BLAIR C. LOWTHER

BY THE COURT

DEPUTY DISTRICT REGISTRAR

AS TO FORM

NO. S-S147914
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

RE: BRAVURA VENTURES CORP.

AND IN THE MATTER OF A PROPOSED ARRANGEMENT PURSUANT TO s. 288 OF THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, c. 57

INTERIM ORDER

BCL

MILLER THOMSON LLP
Barristers & Solicitors, Patent & Trade-Mark Agents

Robson Court, 1000-840 Howe Street
Vancouver, BC, Canada V6Z 2M1
Telephone: 604.687.2242

West Coast.

SCHEDULE D

NOTICE OF APPLICATION

No. S-________________________
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

RE: BRAVURA VENTURES CORP.

AND IN THE MATTER OF A PROPOSED ARRANGEMENT PURSUANT TO s. 288 OF THE BUSINESS CORPORATIONS ACT, S.B.C. 2002, c. 57

NOTICE OF APPLICATION

Name of applicant: Bravura Ventures Corp.

To: Parties to whom notice was given pursuant to Order dated October 15, 2014

TAKE NOTICE that an application will be made by the applicant to the presiding judge at the Courthouse at Law Courts, 800 Smithe Street, Vancouver, British Columbia, V6Z 2E1, on ● at 9:45 a.m. for the orders set out in Part 1 below.

PART 1: ORDERS SOUGHT

1. An Order in the draft form attached as Schedule "A" hereto.

PART 2: FACTUAL BASIS

1. The Petitioner, Bravura Ventures Corp., seeks approval of a plan of arrangement (the "Arrangement") as described in the Petition herein, and in the Management Information Circular attached as Exhibit A to the Affidavit #1 of Anthony Jackson sworn October 14, 2014.

2. An Interim Order was made on October 15, 2014, herein, authorizing the holding of a meeting of shareholders to consider the Arrangement (the "Meeting").

3. Notice of the Meeting was provided in accordance with the Interim Order.

4. On November 14, 2014, the Meeting was held.

5. At the Meeting, a quorum of shareholders was declared, and the shareholders voting in person and by proxy voted to pass a special resolution to approve the Arrangement.

6. The Petitioner's shareholders voting at the Meeting voted unanimously in favour of the Arrangement Resolution.

PART 3: LEGAL BASIS

1. Sections 288-291 of the *Business Corporations Act*, S.B.C. 2002, c. 57; and

2. Rule 16-1, 2-1, 20-4 of the Supreme Court Civil Rules.

PART 4: MATERIAL TO BE RELIED ON

1. Petition to the Court filed October 14, 2014.

2. Affidavit #1 of Anthony Jackson made October 14, 2014;

3. Affidavit #2 of Anthony Jackson made ●; and

4. Interim Order of Master Gropper dated October 15, 2014.

5. The applicant estimates that the application will take 15 minutes.

[X] This matter is not within the jurisdiction of a master.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this Notice of Application, you must, within five business days after service of this Notice of Application or, if this application is brought under Rule 9-7, within eight business days after service of this Notice of Application:

(a) file an Application Response in Form 33;

(b) file the original of every affidavit, and of every other document, that:

  (i) you intend to refer to at the hearing of this application; and

  (ii) has not already been filed in the proceeding; and

(c) serve on the applicant two copies of the following, and on every other party of record one copy of the following:

  (i) a copy of the filed Application Response;

  (ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;

  (iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7(9).

Date: ______________________________

____
Signature of Lawyer for the Applicant
Blair C. Lowther

To be completed by the court only:

Order made

[ ] in the terms requested in paragraphs __________________ of Part 1 of this Notice of Application.

[ ] with the following variations and additional terms:

....

....

....

Date: ....

....
Signature of [ ] Judge [ ] Master

APPENDIX

THIS APPLICATION INVOLVES THE FOLLOWING:

- [ ] discovery: comply with demand for documents
- [ ] discovery: production of additional documents
- [ ] other matters concerning document discovery
- [ ] extend oral discovery
- [ ] other matters concerning oral discovery
- [ ] amend pleadings
- [ ] add/change parties
- [ ] summary judgment
- [ ] summary trial
- [ ] service
- [ ] mediation
- [ ] adjournments
- [ ] proceedings at trial
- [ ] case plan orders: amend
- [ ] case plan orders: other
- [ ] experts
- [X] other

SCHEDULE E

PROCEDURE TO EXERCISE RIGHT OF DISSENT UNDER THE BCA

Pursuant to the Interim Order, Shareholders have the right to dissent to the Arrangement. Such right of dissent is described in the Circular. See "Rights of Dissent" for details of the right to dissent and the procedure for compliance with the right of dissent. The full text of Sections 237 to 247 of the BCA is set forth below. Note that certain provisions of Sections 237 to 247 have been modified by the Interim Order.

SECTIONS 237 TO 247 OF THE BUSINESS CORPORATIONS ACT (BRITISH COLUMBIA)

Definitions and application

237 (1) In this Division:

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

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

"payout value" means,

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

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

(c) in the case of a dissent in respect of a matter approved or authorized by any other court order that permits dissent, the fair value that the notice shares had at the time specified by the court order,

excluding any appreciation or depreciation in anticipation of the corporate action approved or authorized by the resolution or court order unless exclusion would be inequitable.

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

(a) the court orders otherwise, or

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

Right to dissent

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

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

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

(c) under section 287, in respect of a resolution to approve an amalgamation under Division 4 of Part 9;

(d) in respect of a resolution to approve an arrangement, the terms of which arrangement permit dissent;

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

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

(g) in respect of any other resolution, if dissent is authorized by the resolution;

(h) in respect of any court order that permits dissent.

(2) A shareholder wishing to dissent must

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

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

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

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

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

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

(a) dissent with respect to all of the shares, if any, of which the person is both the registered owner and the beneficial owner, and

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

Waiver of right to dissent

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

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

(a) provide to the company a separate waiver for

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

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

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

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

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

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

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

Notice of resolution

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

(a) a copy of the proposed resolution, and

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

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

(a) a copy of the proposed resolution, and

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

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

shareholder, consented to the resolution or voted in favour of the resolution, whether or not their shares carry the right to vote,

(a) a copy of the resolution,

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

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

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

Notice of court orders

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

(a) a copy of the entered order, and

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

Notice of dissent

242 (1) A shareholder intending to dissent in respect of a resolution referred to in section 238 (1) (a), (b), (c), (d), (e) or (f) must,

(a) if the company has complied with section 240 (1) or (2), send written notice of dissent to the company at least 2 days before the date on which the resolution is to be passed or can be passed, as the case may be,

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

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

  (i) the date on which the shareholder learns that the resolution was passed, and

  (ii) the date on which the shareholder learns that the shareholder is entitled to dissent.

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

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

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

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

(a) within the number of days, specified by the court order, after the shareholder receives the records referred to in section 241, or

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

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

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

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

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

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

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

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

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

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

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

Notice of intention to proceed

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

(a) if the company intends to act on the authority of the resolution or court order in respect of which the notice of dissent was sent, send a notice to the dissenter promptly after the later of

(i) the date on which the company forms the intention to proceed, and

(ii) the date on which the notice of dissent was received, or

(b) if the company has acted on the authority of that resolution or court order, promptly send a notice to the dissenter.

(2) A notice sent under subsection (1) (a) or (b) of this section must

(a) be dated not earlier than the date on which the notice is sent,

(b) state that the company intends to act, or has acted, as the case may be, on the authority of the resolution or court order, and

(c) advise the dissenter of the manner in which dissent is to be completed under section 244.

Completion of dissent

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

(a) a written statement that the dissenter requires the company to purchase all of the notice shares,

(b) the certificates, if any, representing the notice shares, and

(c) if section 242 (4) (c) applies, a written statement that complies with subsection (2) of this section.

(2) The written statement referred to in subsection (1) (c) must

(a) be signed by the beneficial owner on whose behalf dissent is being exercised, and

(b) set out whether or not the beneficial owner is the beneficial owner of other shares of the company and, if so, set out

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

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

(iii) that dissent is being exercised in respect of all of those other shares.

(3) After the dissenter has complied with subsection (1),

(a) the dissenter is deemed to have sold to the company the notice shares, and

(b) the company is deemed to have purchased those shares, and must comply with section 245, whether or not it is authorized to do so by, and despite any restriction in, its memorandum or articles.

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

(5) Unless the court orders otherwise, if a person on whose behalf dissent is being exercised in relation to a particular corporate action fails to ensure that every shareholder

who is a registered owner of any of the shares beneficially owned by that person complies with subsection (1) of this section, the right of shareholders who are registered owners of shares beneficially owned by that person to dissent on behalf of that person with respect to that corporate action terminates and this Division, other than section 247, ceases to apply to those shareholders in respect of the shares that are beneficially owned by that person.

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

Payment for notice shares

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

(a) promptly pay that amount to the dissenter, or

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

(2) A dissenter who has not entered into an agreement with the company under subsection (1) or the company may apply to the court and the court may

(a) determine the payout value of the notice shares of those dissenters who have not entered into an agreement with the company under subsection (1), or order that the payout value of those notice shares be established by arbitration or by reference to the registrar, or a referee, of the court,

(b) join in the application each dissenter, other than a dissenter who has entered into an agreement with the company under subsection (1), who has complied with section 244 (1), and

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

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

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

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

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

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

(b) if the dissenter does not withdraw the notice of dissent in accordance with paragraph (a) of this subsection, the dissenter retains a status as a claimant against the company, to be paid as soon as the company is lawfully able to do so

or, in a liquidation, to be ranked subordinate to the rights of creditors of the company but in priority to its shareholders.

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

(a) the company is insolvent, or

(b) the payment would render the company insolvent.

Loss of right to dissent

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

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

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

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

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

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

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

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

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

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

Shareholders entitled to return of shares and rights

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

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

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

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

SCHEDULE F

AUDIT COMMITTEE CHARTER

BRAVURA VENTURES CORP.
(THE “CORPORATION”)

AUDIT COMMITTEE CHARTER

MANDATE

The primary mandate of the audit committee (the “Audit Committee”) of the Board of Directors of the Corporation (the “Board”) is to assist the Board in overseeing the Corporation’s financial reporting and disclosure. This oversight includes:

a) reviewing the financial statements and financial disclosure that is provided to shareholders and disseminated to the public;

b) reviewing the systems of internal controls to ensure integrity in the financial reporting of the Corporation; and

c) monitoring the independence and performance of the Corporation’s external auditors and reporting directly to the Board on the work of the external auditors.

COMPOSITION AND ORGANIZATION OF THE COMMITTEE

1. The Audit Committee must have at least three directors.
2. The majority of the Audit Committee members must be independent. A member of the Audit Committee is independent if the member has no direct or indirect material relationship with an issuer. A material relationship means a relationship which could, in the view of the issuer’s board of directors, reasonably interfere with the exercise of a member’s independent judgment.[1]
3. Every Audit Committee member must be financially literate. Financial literacy is the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the issuer’s financial statements.[2]
4. The Board will appoint from themselves the members of the Audit Committee on an annual basis for one year terms. Members may serve for consecutive terms.
5. The Board will also appoint a chair of the Audit Committee (the “Chair of the Audit Committee”) for a one year term. The Chair of the Audit Committee may serve as the chair of the committee for any number of consecutive terms.
6. A member of the Audit Committee may be removed or replaced at any time by the Board. The Board will fill any vacancies in the Audit Committee by appointment from among members of the Board.

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1 National Instrument 52-110 *Audit Committees* section 1.4

2 National Instrument 52-110 *Audit Committees* section 1.5

MEETINGS

1. The Audit Committee will meet at least four (4) times per year. Special meetings may be called by the Chair of the Audit Committee as required.
2. Quorum for a meeting of the Audit Committee will be two (2) members in attendance.
3. Members may attend meetings of the Audit Committee by teleconference, videoconference, or by similar communication equipment by means of which all persons participating in the meeting can communicate with each other.
4. The Audit Committee Chair will set the agenda for each meeting, after consulting with management and the external auditor. Agenda materials such as draft financial statements must be circulated to Audit Committee members for members to have a reasonable time to review the materials prior to the meeting.
5. Minutes of the Audit Committee meetings will be accurately recorded, with such minutes recording the decisions reached by the committee. Minutes of each meeting must be distributed to members of the Board, the Chief Executive Officer, the Chief Financial Officer and the external auditor.

RESPONSIBILITIES OF THE COMMITTEE

The Audit Committee will perform the following duties:

External Auditor

a) select, evaluate and recommend to the Board, for shareholder approval, the external auditor to examine the Corporation’s accounts, controls and financial statements;

b) evaluate, prior to the annual audit by external auditors, the scope and general extent of their review, including their engagement letter, and the compensation to be paid to the external auditors and recommend such payment to the Board;

c) obtain written confirmation from the external auditor that it is objective and independent within the meaning of the Rules of Professional Conduct/Code of Ethics adopted by the provincial institute or order of Chartered Accountants to which it belongs;

d) recommend to the Board, if necessary, the replacement of the external auditor;

e) meet at least annually with the external auditors, independent of management, and report to the Board on such meetings;

f) pre-approve any non-audit services to be provided to the Corporation by the external auditor and the fees for those services;

Financial Statements and Financial Information

g) review and discuss with management and the external auditor the annual audited financial statements of the Corporation and recommend their approval by the Board;

h) review and discuss with management, the quarterly financial statements and recommend their approval by the Board;

i) review and recommend to the Board for approval the financial content of the annual report;

j) review the process for the certification of financial statements by the Chief Executive Officer and

Chief Financial Officer;

k) review the Corporation's management discussion and analysis, annual and interim earnings or financial disclosure press releases, and audit committee reports before the Corporation publicly discloses this information;

l) review annually with external auditors, the Corporation's accounting principles and the reasonableness of managements judgments and estimates as applied in its financial reporting;

m) review and consider any significant reports and recommendations issued by the external auditor, together with management's response, and the extent to which recommendations made by the external auditors have been implemented;

Risk Management, Internal Controls and Information Systems

n) review with the external auditors and with management, the general policies and procedures used by the Corporation with respect to internal accounting and financial controls;

o) review adequacy of security of information, information systems and recovery plans;

p) review management plans regarding any changes in accounting practices or policies and the financial impact thereof;

q) review with the external auditors and, if necessary, legal counsel, any litigation, claim or contingency, including tax assessments, that could have a material effect upon the financial position of the Corporation and the manner in which these matters are being disclosed in the financial statements;

r) discuss with management and the external auditor correspondence with regulators, employee complaints, or published reports that raise material issues regarding the Corporation's financial statements or disclosure;

s) assisting management to identify the Corporation's principal business risks;

t) review the Corporation's insurance, including directors' and officers' coverage, and provide recommendations to the Board;

Other

u) review Corporation loans to employees/consultants; and

v) conduct special reviews and/or other assignments from time to time as requested by the Board.

PROCESS FOR HANDLING COMPLAINTS REGARDING FINANCIAL MATTERS

The Audit Committee shall establish a procedure for the receipt, retention and follow-up of complaints received by the Corporation regarding accounting, internal controls, financial reporting, or auditing matters.

The Audit Committee shall ensure that any procedure for receiving complaints regarding accounting, internal controls, financial reporting, or auditing matters will allow the confidential and anonymous submission of concerns by employees.

REPORTING

The Audit Committee will report to the Board on:

a) the external auditor's independence;

b) the performance of the external auditor and the Audit Committee's recommendations;

c) regarding the reappointment or termination of the external auditor;

d) the adequacy of the Corporation's internal controls and disclosure controls;

e) the Audit Committee's review of the annual and interim financial statements;

f) the Audit Committee's review of the annual and interim management discussion and analysis;

g) the Corporation's compliance with legal and regulatory matters to the extent they affect the financial statements of the Corporation; and

h) all other material matters dealt with by the Audit Committee.

AUTHORITY OF THE COMMITTEE

The Audit Committee will have the resources and authority appropriate to discharge its duties and responsibilities. The Audit Committee may at any time retain outside financial, legal or other advisors at the expense of the Corporation without approval of management.

The external auditor will report directly to the Audit Committee.

SCHEDULE G

FINANCIAL STATEMENTS FOR SPINCO A

SmytheRatcliffe
CHARTERED ACCOUNTANTS

1014372 B.C. Ltd.

Financial Statements
September 30, 2014
(Expressed in Canadian Dollars)

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SmytheRatcliffe
CHARTERED ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT

TO THE SHAREHOLDER OF 1014372 B.C. LTD.

We have audited the accompanying financial statements of 1014372 B.C. Ltd., which comprise the statement of financial position as at September 30, 2014, and the statements of changes in equity and cash flows for the eight-day period then ended and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with International Financial Reporting Standards and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility
Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion
In our opinion, the financial statements present fairly, in all material respects, the financial position of 1014372 B.C. Ltd. as at September 30, 2014, and its financial performance and its cash flows for the eight-day period then ended, in accordance with International Financial Reporting Standards.

Smythe Ratcliffe LLP

Chartered Accountants

Vancouver, British Columbia
October 14, 2014

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1014372 B.C. LTD.
Statement of Financial Position
September 30
(Expressed in Canadian Dollars)

		2014
Assets		
Current		
Cash	$	1
Shareholder's Equity		
Capital Stock (note 5)	$	1

Approved by:

"Anthony Jackson" (signed)
Anthony Jackson, Director

The accompanying notes are an integral part of these financial statements.

1014372 B.C. LTD.

Statement of Changes in Equity
Eight-Day Period Ended September 30, 2014
(Expressed in Canadian Dollars)

	Capital Stock		
	Number	**Amount**	**Equity**
Balance, September 23, 2014	-	$ -	$ -
Share issued for cash on incorporation	1	1	1
Balance, September 30, 2014	1	$ 1	$ 1

The accompanying notes are an integral part of these financial statements.

1014372 B.C. LTD.
Statement of Cash Flows
Eight-Day Period Ended September 30
(Expressed in Canadian Dollars)

		2014
Financing Activity		
Share issued for cash	$	1
Inflow of Cash		1
Cash, Beginning of Period		-
Cash, End of Period	$	1

The accompanying notes are an integral part of these financial statements.

1. NATURE AND CONTINUANCE OF OPERATIONS

1014372 B.C. Ltd. (the "Company") was incorporated under the *Business Corporations Act* (British Columbia) on September 23, 2014. The principal business of the Company is to identify, evaluate and then acquire an interest in a business or assets. The Company is a wholly-owned subsidiary of Bravura Ventures Corp. ("Bravura"). The address of its head office is located at 800 - 1199 West Hastings Street, Vancouver, British Columbia, Canada, V6E 3T5.

These financial statements have been prepared on a going concern basis in accordance with International Financial Reporting Standards ("IFRS") with the assumption that the Company will be able to realize its assets and discharge its liabilities in the normal course of business.

The Company's continuing operations, as intended, are dependent upon its ability to identify, evaluate and negotiate an acquisition of or participation in an interest in properties, assets or businesses.

2. BASIS OF PRESENTATION

(a) Statement of compliance

These financial statements are prepared in accordance with IFRS, as issued by the International Accounting Standards Board ("IASB").

These financial statements are presented in Canadian dollars, which is also the Company's functional currency. All values are rounded to the nearest dollar unless otherwise indicated.

The significant accounting policies set out in note 3 have been applied consistently to all periods presented.

(b) Approval of the financial statements

The financial statements of the Company were approved by the director and authorized for issue on October 14, 2014.

(c) New accounting pronouncements

The following new standard has been issued by the IASB, but is not yet effective:

IFRS 9 *Financial Instruments*

IFRS 9 is part of the IASB's wider project to replace IAS 39 *Financial Instruments: Recognition and Measurement*. IFRS 9 retains, but simplifies, the mixed measurement model and establishes two primary measurement categories for financial assets: amortized cost and fair value. The basis of classification depends on the entity's business model and the contractual cash flow characteristics of the financial asset. IASB has indefinitely postponed the mandatory adoption date of this standard. The Company is in the process of evaluating the impact of the new standard.

3. SIGNIFICANT ACCOUNTING POLICIES

(a) Financial instruments

(i) Financial assets

The Company classifies its financial assets as fair value through profit or loss ("FVTPL"). The classification depends on the purpose for which the financial assets were acquired. Management determines the classification of financial assets at recognition.

Fair value through profit or loss

Financial assets are classified as FVTPL when the financial asset is held-for-trading or it is designated as FVTPL. A financial asset is classified as FVTPL when it has been acquired principally for the purpose of selling in the near future; it is a part of an identified portfolio of financial instruments that the Company manages and has an actual pattern of short-term profit-taking or if it is a derivative that is not designated and effective as a hedging instrument. Upon initial recognition, attributable transaction costs are recognized in profit or loss when incurred. Financial instruments at FVTPL are measured at fair value, and changes therein are recognized in profit or loss. Cash is included in this category of financial assets.

(ii) Fair value hierarchy

Fair value measurements of financial instruments are required to be classified using a fair value hierarchy that reflects the significance of inputs used in making the measurements. The levels of the fair value hierarchy are defined as follows:

Level 1 - Quoted prices (unadjusted) in active markets for identical assets or liabilities.
Level 2 - Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly.
Level 3 - Inputs for assets or liabilities that are not based on observable market data.

(b) Capital stock

Financial instruments issued by the Company are classified as equity only to the extent that they do not meet the definition of a financial liability or financial asset. The Company's common shares are classified as equity instruments.

Incremental costs directly attributable to the issue of new shares are shown in equity as a deduction, net of tax, from the proceeds.

4. RISK MANAGEMENT AND FINANCIAL INSTRUMENTS

The Company classifies its financial instrument as follows:

- Cash is classified as a financial asset at FVTPL

The carrying value of this financial asset approximates its fair value.

The Company's risk exposure and the impact on the Company's financial instruments is summarized below:

Liquidity risk

Liquidity risk is the risk that the Company will encounter difficulty in satisfying financial obligations as they become due. The Company manages its liquidity risk by forecasting cash flows from operations and anticipated investing and financing activities. The Company's objective in managing liquidity risk is to maintain sufficient readily available reserves in order to meet its liquidity requirements. The Company is not exposed to significant liquidity risk.

5. CAPITAL STOCK

(a) Authorized

Unlimited number of common shares without par value

Unlimited number of preferred shares without par value

(b) Issued and outstanding

On September 23, 2014, the date of incorporation, the Company issued one common share at a price of $1.00.

6. CAPITAL MANAGEMENT

The Company is actively looking to acquire an interest in a business or assets and this involves a high degree of risk. The Company has not determined whether it will be successful in its endeavours and does not generate cash flows from operations. The Company's primary source of funds comes from the issuance of capital stock. The Company does not use other sources of financing that require fixed payments of interest and principal due to lack of cash flow from current operations, and is not subject to any externally imposed capital requirements.

The Company's objective when managing capital is to safeguard the Company's ability to continue as a going concern.

The Company defines its capital as shareholder's equity. Capital requirements are driven by the Company's general operations. To effectively manage the Company's capital requirements, the Company monitors expenses and overhead to ensure costs and commitments are being paid.

7. SUBSEQUENT EVENTS

On August 14, 2014, Bravura entered into a Letter of Agreement with Nutaq Innovations Inc. ("Nutaq") wherein the Company will acquire all of the issued and outstanding securities of Nutaq by way of a share exchange. On October 14, 2014, the Letter of Agreement with Nutaq was terminated.

7. SUBSEQUENT EVENTS (Continued)

On October 14, 2014, the Company entered into an arrangement agreement with Bravura and 1014379 B.C. Ltd., whereby the Company will form part of a statutory plan of arrangement (the "Arrangement"). Following completion of the Arrangement, the Company will become a reporting issuer in the provinces of British Columbia and Alberta.

Pursuant to the Arrangement, the Company will issue one common share of the Company to holders of class 1 reorganization shares of Bravura in exchange for every class 1 reorganization share held. Bravura will then redeem the class 1 reorganization shares held by the Company in consideration of the transfer of $45,000 to the Company under the Arrangement. Upon completion of the Arrangement, all of the Company's common shares will be held by the shareholders of Bravura.

SCHEDULE H

FINANCIAL STATEMENTS FOR SPINCO B

SmytheRatcliffe
CHARTERED ACCOUNTANTS

1014379 B.C. Ltd.

Financial Statements
September 30, 2014
(Expressed in Canadian Dollars)

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INDEPENDENT AUDITORS' REPORT

TO THE SHAREHOLDER OF 1014379 B.C. LTD.

We have audited the accompanying financial statements of 1014379 B.C. Ltd., which comprise the statement of financial position as at September 30, 2014, and the statements of changes in equity and cash flows for the eight-day period then ended and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with International Financial Reporting Standards and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility
Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion
In our opinion, the financial statements present fairly, in all material respects, the financial position of 1014379 B.C. Ltd. as at September 30, 2014, and its financial performance and its cash flows for the eight-day period then ended, in accordance with International Financial Reporting Standards.

Smythe Ratcliffe LLP

Chartered Accountants

Vancouver, British Columbia
October 14, 2014

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1014379 B.C. LTD.
Statement of Financial Position
September 30
(Expressed in Canadian Dollars)

		2014
Assets		
Current		
Cash	$	1
Shareholder's Equity		
Capital Stock (note 5)	$	1

Approved by:

"Anthony Jackson" (signed)
Anthony Jackson, Director

The accompanying notes are an integral part of these financial statements.

1014379 B.C. LTD.

Statement of Changes in Equity
Eight-Day Period Ended September 30, 2014
(Expressed in Canadian Dollars)

	Capital Stock		
	Number	**Amount**	**Equity**
Balance, September 23, 2014	-	$ -	$ -
Share issued for cash on incorporation	1	1	1
Balance, September 30, 2014	1	$ 1	$ 1

The accompanying notes are an integral part of these financial statements.

1014379 B.C. LTD.
Statement of Cash Flows
Eight-Day Period Ended September 30
(Expressed in Canadian Dollars)

		2014
Financing Activity		
Share issued for cash	$	1
Inflow of Cash		1
Cash, Beginning of Period		-
Cash, End of Period	$	1

The accompanying notes are an integral part of these financial statements.

1. NATURE AND CONTINUANCE OF OPERATIONS

1014379 B.C. Ltd. (the "Company") was incorporated under the *Business Corporations Act* (British Columbia) on September 23, 2014. The principal business of the Company is to identify, evaluate and then acquire an interest in a business or assets. The Company is a wholly-owned subsidiary of Bravura Ventures Corp. ("Bravura"). The address of its head office is located at 800 - 1199 West Hastings Street, Vancouver, British Columbia, Canada, V6E 3T5.

These financial statements have been prepared on a going concern basis in accordance with International Financial Reporting Standards ("IFRS") with the assumption that the Company will be able to realize its assets and discharge its liabilities in the normal course of business.

The Company's continuing operations, as intended, are dependent upon its ability to identify, evaluate and negotiate an acquisition of or participation in an interest in properties, assets or businesses.

2. BASIS OF PRESENTATION

(a) Statement of compliance

These financial statements are prepared in accordance with IFRS, as issued by the International Accounting Standards Board ("IASB").

These financial statements are presented in Canadian dollars, which is also the Company's functional currency. All values are rounded to the nearest dollar unless otherwise indicated.

The significant accounting policies set out in note 3 have been applied consistently to all periods presented.

(b) Approval of the financial statements

The financial statements of the Company were approved by the director and authorized for issue on October 14, 2014.

(c) New accounting pronouncements

The following new standard has been issued by the IASB, but is not yet effective:

IFRS 9 *Financial Instruments*

IFRS 9 is part of the IASB's wider project to replace IAS 39 *Financial Instruments: Recognition and Measurement*. IFRS 9 retains, but simplifies, the mixed measurement model and establishes two primary measurement categories for financial assets: amortized cost and fair value. The basis of classification depends on the entity's business model and the contractual cash flow characteristics of the financial asset. IASB has indefinitely postponed the mandatory adoption date of this standard. The Company is in the process of evaluating the impact of the new standard.

3. SIGNIFICANT ACCOUNTING POLICIES

(a) Financial instruments

(i) Financial assets

The Company classifies its financial assets as fair value through profit or loss ("FVTPL"). The classification depends on the purpose for which the financial assets were acquired. Management determines the classification of financial assets at recognition.

Fair value through profit or loss

Financial assets are classified as FVTPL when the financial asset is held-for-trading or it is designated as FVTPL. A financial asset is classified as FVTPL when it has been acquired principally for the purpose of selling in the near future; it is a part of an identified portfolio of financial instruments that the Company manages and has an actual pattern of short-term profit-taking or if it is a derivative that is not designated and effective as a hedging instrument. Upon initial recognition, attributable transaction costs are recognized in profit or loss when incurred. Financial instruments at FVTPL are measured at fair value, and changes therein are recognized in profit or loss. Cash is included in this category of financial assets.

(ii) Fair value hierarchy

Fair value measurements of financial instruments are required to be classified using a fair value hierarchy that reflects the significance of inputs used in making the measurements. The levels of the fair value hierarchy are defined as follows:

Level 1 - Quoted prices (unadjusted) in active markets for identical assets or liabilities.
Level 2 - Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly.
Level 3 - Inputs for assets or liabilities that are not based on observable market data.

(b) Capital stock

Financial instruments issued by the Company are classified as equity only to the extent that they do not meet the definition of a financial liability or financial asset. The Company's common shares are classified as equity instruments.

Incremental costs directly attributable to the issue of new shares are shown in equity as a deduction, net of tax, from the proceeds.

4. RISK MANAGEMENT AND FINANCIAL INSTRUMENTS

The Company classifies its financial instrument as follows:

- Cash is classified as a financial asset at FVTPL

The carrying value of this financial asset approximates its fair value.

The Company's risk exposure and the impact on the Company's financial instruments is summarized below:

Liquidity risk

Liquidity risk is the risk that the Company will encounter difficulty in satisfying financial obligations as they become due. The Company manages its liquidity risk by forecasting cash flows from operations and anticipated investing and financing activities. The Company's objective in managing liquidity risk is to maintain sufficient readily available reserves in order to meet its liquidity requirements. The Company is not exposed to significant liquidity risk.

5. CAPITAL STOCK

(a) Authorized

Unlimited number of common shares without par value

Unlimited number of preferred shares without par value

(b) Issued and outstanding

On September 23, 2014, the date of incorporation, the Company issued one common share at a price of $1.00.

6. CAPITAL MANAGEMENT

The Company is actively looking to acquire an interest in a business or assets and this involves a high degree of risk. The Company has not determined whether it will be successful in its endeavours and does not generate cash flows from operations. The Company's primary source of funds comes from the issuance of capital stock. The Company does not use other sources of financing that require fixed payments of interest and principal due to lack of cash flow from current operations, and is not subject to any externally imposed capital requirements.

The Company's objective when managing capital is to safeguard the Company's ability to continue as a going concern.

The Company defines its capital as shareholder's equity. Capital requirements are driven by the Company's general operations. To effectively manage the Company's capital requirements, the Company monitors expenses and overhead to ensure costs and commitments are being paid.

7. SUBSEQUENT EVENTS

On October 8, 2014, Bravura entered into a Letter of Agreement with Ascore Technologies AG. ("Ascore") wherein the Company will acquire certain assets owned by Ascore.

7. SUBSEQUENT EVENTS (Continued)

On October 14, 2014, the Company entered into an arrangement agreement with Bravura and 1014372 B.C. Ltd., whereby the Company will form part of a statutory plan of arrangement (the "Arrangement"). Following completion of the Arrangement, the Company will become a reporting issuer in the provinces of British Columbia and Alberta.

Pursuant to the Arrangement, the Company will issue one common share of the Company to holders of class 2 reorganization shares of Bravura in exchange for every class 2 reorganization share held. Bravura will then redeem the class 2 reorganization shares held by the Company in consideration of the transfer of $45,000 to the Company under the Arrangement. Upon completion of the Arrangement, all of the Company's common shares will be held by the shareholders of Bravura.