



**NOTICE OF ANNUAL GENERAL MEETING
MANAGEMENT PROXY CIRCULAR**

**FOR THE
ANNUAL GENERAL MEETING OF SHAREHOLDERS**

**TO BE HELD
WEDNESDAY, NOVEMBER 23, 2016
10:00 A.M. (PACIFIC)
SUITE 1305, 1090 WEST GEORGIA STREET
VANCOUVER, BRITISH COLUMBIA, CANADA**

ROCKSHIELD CAPITAL CORP.

#1305 - 1090 West Georgia Street
Vancouver, BC, V6E 3V7

NOTICE OF ANNUAL GENERAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN that the Annual General Meeting of the Shareholders (the "**Meeting**") of Rockshield Capital Corp. (the "**Company**") will be held at Suite 1305, 1090 West Georgia Street, Vancouver, British Columbia on Wednesday, November 23, 2016 at 10:00 a.m. (Pacific time), for the following purposes:

1. To receive the audited consolidated financial statements of the Company for the fiscal year ended November 30, 2015, together with the report of the auditors thereon, and related management discussion and analysis;
2. To elect directors of the Company for the ensuing year;
3. To appoint Davidson & Company LLP, Chartered Professional Accountants, as the auditor of the Company;
4. To consider and, if thought fit, to approve the resolution of the disinterested shareholders of the Company to ratify, confirm and approve adoption of the Directors' and Employees' Deferred Share Unit Plan, as more particularly described in the accompanying Management Information Circular; and
5. To consider and, if thought fit, to approve the ordinary resolution of the shareholders of the Company to ratify, confirm and approve adoption of the Fixed Share Option Plan, as more particularly described in the accompanying Management Information Circular.

Accompanying this Notice of Meeting is a Management Information Circular, together with a Form of Proxy and a Request Form for Annual and Interim Financial Statements. The accompanying Management Information Circular provides information relating to the matters to be addressed at the meeting and is incorporated into this Notice of Meeting.

To be valid, the accompanying form of Proxy, duly completed, dated and signed, must arrive at the office of the Registrar and Transfer Agent of the Company, Computershare Investor Services Inc., not less than 48 hours (excluding Saturdays, Sundays and holidays) before the time for holding the Meeting or delivered to the Chairman of the Meeting on the day of but prior to the commencement of the Meeting.

If you are a non-registered shareholder of the Company and received this Notice of Meeting and accompanying materials through a broker, a financial institution, a participant, a trustee or administrator of a self-administered retirement savings plan, retirement income fund, education savings plan or other similar self-administered savings or investment plan registered under the *Income Tax Act* (Canada), or a nominee of any of the foregoing that holds your security on your behalf (the "Intermediary"), please complete and return the materials in accordance with the instructions provided to you by your Intermediary.

DATED at Vancouver, British Columbia, this 25th day of October, 2016.

BY ORDER OF THE BOARD

"Nick DeMare"

Nick DeMare,
CFO & Director

ROCKSHIELD CAPITAL CORP.
#1305 - 1090 West Georgia Street
Vancouver, British Columbia V6E 3V7

MANAGEMENT INFORMATION CIRCULAR
(Containing information as at October 19, 2016, unless otherwise stated)

GENERAL PROXY INFORMATION

Solicitation of Proxies

The solicitation of proxies will be primarily by mail, but proxies may be solicited personally or by telephone by directors, officers and regular employees of the Company. The Company will bear all costs of this solicitation. We have arranged for intermediaries to forward the meeting materials to beneficial owners of the Common Shares held of record by those intermediaries and we may reimburse the intermediaries for their reasonable fees and disbursements in that regard.

In this Management Information Circular, references to the “**Company**”, “**Rockshield**” “**we**” and “**our**” refer to Rockshield Capital Corp. “**Common Shares**” means common shares without par value in the capital of the Company. “**Beneficial Shareholders**” means shareholders who do not hold shares in their own name and “**intermediaries**” refers to brokers, investment firms, clearing houses and similar entities that own securities on behalf of Beneficial Shareholders.

Appointment of Proxyholders

The individuals named in the accompanying form of proxy (the “**Proxy**”) are directors and/or officers of the Company. **If you are a shareholder entitled to vote at the Meeting, you have the right to appoint a person or company other than either of the persons designated in the Proxy, who need not be a shareholder, to attend and act for you and on your behalf at the Meeting. You may do so either by inserting the name of that other person in the blank space provided in the Proxy or by completing and delivering another suitable form of proxy.**

Voting by Proxyholder

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

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

In respect of a matter for which a choice is not specified in the Proxy, the persons named in the Proxy will vote the Common Shares represented by the Proxy for the approval of such matter.

Registered Shareholders

Registered Shareholders may wish to vote by proxy whether or not they are able to attend the Meeting in person. Registered shareholders may choose one of the following options to submit their proxy and returning it to the Company’s transfer agent, **Computershare Investor Services Inc. (the “Transfer Agent”), Proxy Department, 9th Floor, 100 University Avenue, Toronto, Ontario, M5J 2Y1**, ensuring that

the proxy is received at least 48 hours (excluding Saturdays, Sundays and holidays) before the Meeting or the adjournment thereof at which the proxy is to be used.

Beneficial Shareholders

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

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

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

There are two kinds of Beneficial owners – those who object to their name being made known to the issuers of securities which they own (called "OBOs" for Objecting Beneficial Owners) and those who do not object to the issuers of the securities they own knowing who they are (called "NOBOs" for Non-Objecting Beneficial Owners).

These securityholder materials are being sent to both registered and non-registered owners of the securities of the Company. If you are a non-registered owner, and the Company or its agent sent these materials directly to you, your name and address and information about your holdings of securities have been obtained in accordance with applicable securities regulatory requirements from the intermediary holding securities on your behalf.

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

Beneficial Shareholders who are OBOs should follow the instructions of their intermediary carefully to ensure that their Common Shares are voted at the Meeting.

The form of proxy supplied to you by your broker will be similar to the proxy provided to registered shareholders by the Company. However, its purpose is limited to instructing the intermediary on how to vote your Common Shares on your behalf. Most brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. ("Broadridge") in the United States and in Canada. Broadridge mails a VIF in lieu of a proxy provided by the Company. The VIF will name the same persons as the Company's Proxy to represent your Common Shares at the Meeting. You have the right to appoint a person (who need not be a Beneficial Shareholder of the Company), other than any of the persons designated in the VIF, to represent your Common Shares at the Meeting, and that person may be you. To exercise this right, you should insert the name of the desired representative (which may be yourself) in the blank space provided in the VIF. The completed VIF must then be returned to Broadridge by mail or facsimile or given to Broadridge by phone or over the internet, in accordance with Broadridge's instructions. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of Common Shares to be represented at the Meeting, and the appointment of any

shareholder's representative. **If you receive a VIF from Broadridge, the VIF must be completed and returned to Broadridge, in accordance with its instructions, well in advance of the Meeting in order to have your Common Shares voted at the Meeting and to vote your Common Shares at the Meeting.**

Revocation of Proxies

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

- (a) executing a proxy bearing a later date or by executing a valid notice of revocation, either of the foregoing to be executed by the registered shareholder or the registered shareholder's authorized attorney in writing, or, if the shareholder is a corporation, under its corporate seal by an officer or attorney duly authorized, and by delivering the proxy bearing a later date to delivered to the head office of the Company located at Suite 1305, 1090 West Georgia Street, Vancouver, British Columbia V6E 3V7 (Attention: Corporate Secretary), at any time up to and including the last business day that precedes the day of the Meeting or, if the Meeting is adjourned, the last business day that precedes any reconvening thereof, or to the chairman of the Meeting on the day of the Meeting or any reconvening thereof, or in any other manner provided by law; or
- (b) personally attending the Meeting and voting the registered shareholder's Common Shares.

A revocation of a proxy will not affect a matter on which a vote is taken before the revocation.

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

Except as disclosed herein, no person who has been a director or executive officer of the Company at any time since the beginning of the last financial year, nor any proposed nominee for election as a director of the Company, nor any associate or affiliate of any of the foregoing, has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted upon other than the election of directors or the appointment of auditors. Directors and senior officers may, however, be interested in the general authorization granted to the directors with respect to stock options to insiders as detailed herein.

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

The authorized capital of the Company consists of an unlimited number of Common Shares without par value. As at October 19, 2016 (the "**Record Date**"), the Company had 45,527,855 Common Shares issued and outstanding.

Only shareholders of record at the close of business on the Record Date who either personally attend the Meeting or who have completed and delivered a form of proxy in the manner and subject to the provisions described above shall be entitled to vote or to have their shares voted at the Meeting.

On a show of hands, every individual who is present and is entitled to vote as a shareholder or as a representative of one or more corporate shareholders will have one vote, and on a poll every shareholder present in person or represented by a proxy and every person who is a representative of one or more corporate shareholders, will have one vote for each Common Share registered in that shareholder's name on the list of shareholders as at the Record Date, which is available for inspection during normal business hours at the Transfer Agent and will be available at the Meeting. **Shareholders represented by proxy holders are not entitled to vote on a show of hands.**

To the knowledge of the directors and senior officers of the Company, the following are the only persons or companies who beneficially own, directly or indirectly, or exercise control or direction over, shares carrying more than 10% of the voting rights attached to all outstanding shares of the Company as of the close of business on October 19, 2016:

<u>Name</u>	<u>Number of Shares</u>	<u>Percentage</u>
Planet Mining Exploration Inc. ⁽¹⁾	6,023,000	13.23%

(1) Planet Mining Exploration Inc. is a mineral exploration company which is listed for trading on the TSX Venture Exchange.

ELECTION OF DIRECTORS

The term of office of each of the present directors expires at the Meeting. The persons named below will be presented for election at the Meeting as management's nominees and the persons named by management as proxyholders in the accompanying form of proxy intend to vote for the election of these nominees. Management does not contemplate that any of these nominees will be unable to serve as a director. Each director elected will hold office until the next annual general meeting of the Company or until his successor is elected or appointed, unless his office is earlier vacated in accordance with the Articles of the Company or the provisions of the *Business Corporations Act* (British Columbia) (the "**BCBCA**").

The following table and notes thereto set out the name of each of management's six (6) nominees for election as a director, the province and country in which he is ordinarily resident, all offices of the Company now held by him, his principal occupation, the period of time he has been a director of the Company, and the number of shares of the Company beneficially owned by him, directly or indirectly, or over which he exercises control or direction, as at the date of this Information Circular.

Name, Position and Province and Country of Residence⁽¹⁾	Principal Occupation and, if not at present an elected Director, Occupation during the past five years⁽¹⁾	Director Since	No. of Shares beneficially held⁽²⁾
David J. Doherty President, Chief Executive Officer and Director British Columbia, Canada	President and Chief Executive Officer of the Company since June 2016; a director of the Company since June 2010. Mr. Doherty is the founder and President of DD Mercantile Corp, offering merchant banking and corporate advisory services to a number of companies across many sectors.	June 14, 2010	988,000
Nick DeMare⁽³⁾ Chief Financial Officer, Corporate Secretary and Director British Columbia, Canada	Chartered Professional Accountant; principal of Chase Management Ltd. since 1991 and is a director and/or officer of several publicly listed companies since 1986.	June 14, 2010	223,000

Name, Position and Province and Country of Residence ⁽¹⁾	Principal Occupation and, if not at present an elected Director, Occupation during the past five years ⁽¹⁾	Director Since	No. of Shares beneficially held ⁽²⁾
<p>Frank Taggart⁽³⁾ Director Panama City, Republic of Panama</p>	<p>Independent Consultant, director of Saber Capital Corp. Mr. Taggart is a Canadian born, Panama based entrepreneur, experienced in corporate development, funding and building companies predominantly in the resource sector, with a background in corporate governance and finance. Mr. Taggart has been operating in the business development consulting business since 1996, he also serves as advisory council to public companies to effectively optimize their capital market strategies and oversee their business development and corporate communications.</p>	<p>August 16, 2013</p>	<p>1,442,250</p>
<p>Marc Cernovitch⁽³⁾ Director British Columbia, Canada</p>	<p>Independent Consultant. A director of a number of public companies including Rochester Resources Ltd., Sendero Mining Corp. and Tembo Gold Corp.</p>	<p>June 20, 2013</p>	<p>161,000</p>
<p>Luke Norman Director British Columbia, Canada</p>	<p>President, Chief Executive Officer, Chief Financial Officer and Director of the BRS Ventures Ltd. since May 30, 2012. Co-founder and previous director of Stratton Resources Inc. Co-founder Gold Standard Ventures. Mining consultant for over 10yrs.</p>	<p>June 25, 2015</p>	<p>30,000</p>
<p>Zula Kropivnitski Nomiee British Columbia, Canada</p>	<p>Chief Financial Officer and Secretary of Planet Mining Exploration Inc. since October 2012; a director of Planet Mining Exploration since October 2015. Chief Financial Officer of Meryllion Resources Corporation since March 2015; a director of Meryllion Resources Corporation since October 2015. Chief Financial Officer of Wolfeye Resource Corp. since August 2015. Ms. Kropivnitski serves as a Controller of Preakness Management Ltd., a private company. Certified General Accountant professional accounting designation from the Certified General Accountants Association of British Columbia, Canada and later obtained her ACCA designation from the Association of Chartered Certified Accountants. She has Master of Mathematics and Master of Economics degrees in Russia.</p>	<p>N/A</p>	<p>6,023,000⁽⁴⁾</p>

NOTES:

- (1) The information as to province or state and country of residence and principal occupation, not being within the knowledge of the Company, has been furnished by the respective directors individually.
- (2) The information as to shares beneficially owned or over which a director exercises control or direction, not being within the knowledge of the Company, has been furnished by the respective directors individually.
- (3) Member of the Audit Committee.
- (4) Held by Planet Mining Exploration Inc., a public company of which Ms. Kropivnitski is a director and officer.

Corporate Cease Trade Orders or Bankruptcies

Other than as disclosed below, none of the proposed directors of the Company or any of their personal holding companies:

- (a) is, as at the date of this Information Circular, or has been, within ten years before the date of this Information Circular, a director, chief executive officer or chief financial officer of any Company, including the Company, that:
 - (i) was subject to a cease trade order or similar order or an order that denied the relevant Company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days while that person was acting in the capacity as director, chief executive officer or chief financial officer; or
 - (ii) was subject to a cease trade or similar order or an order that denied the company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days, that was issued after the person ceased to be a director, chief executive officer or chief financial officer of the Company and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer; or
- (b) is as at the date of this Information Circular or has been within the 10 years before the date of this Information Circular, a director or executive officer of any Company, including the Company, that while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or
- (c) has, within the 10 years before the date of this Information Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangements or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of that person.

None of the proposed directors or any of their personal holding companies has been subject to:

- (a) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or
- (b) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to vote for a proposed director.

Nick DeMare, a director and officer of the Company, was an independent director of Andean American Resources Limited ("**Andean American**") from August, 2002 until January, 2011. On August 2, 2007, Andean American was issued a cease trade order by the British Columbia Securities Commission for deficiencies in Andean American's continuous disclosure material related to its resource properties for

deficiencies in a previously filed National Instrument 43-101 technical report. On October 22, 2007, Andean American filed an amended technical report and issued a clarifying release. The cease trade order was lifted and the shares resumed trading on October 24, 2007.

Mr. DeMare is a director of Salazar Resources Limited ("**Salazar**"). On September 10, 2010, Salazar was issued a cease trade order by the British Columbia Securities Commission for deficiencies in Salazar's continuous disclosure material related to its resource properties for deficiencies in a previously filed National Instrument 43-101 technical report. On October 14, 2010, Salazar filed an amended technical report and issued a clarifying release. The cease trade order was lifted and the shares resumed trading on October 18, 2010.

Marc Cernovitch is the Chairman and a director of Sendero Mining Corp. ("**Sendero**"). On May 11, 2015, Sendero was issued a cease trade order by the British Columbia Securities Commission for failing to file its comparative financial statements for its financial year ended December 31, 2014 and Form 51-102F1 Management's Discussion and Analysis for the period ended December 31, 2014. As of the date of this information circular, trading in the shares of Sendero remains suspended.

STATEMENT OF EXECUTIVE COMPENSATION

For the purposes of this Information Circular, a "**Named Executive Officer**", or "**NEO**", means each of the following individuals:

1. a Chief Executive Officer ("**CEO**") of the Company;
2. a Chief Financial Officer ("**CFO**") of the Company,
3. each of the Company's three most highly compensated executive officers or the three most highly compensated individuals acting in a similar capacity, other than the CEO and CFO, at the end of the most recently completed financial year whose total compensation was, individually, more than \$150,000 as determined in accordance with subsection 1.3(6) of Form 51-102F6, for the November 30, 2015 financial year; and
4. each individual who would be a NEO under paragraph 3 but for the fact that the individual was neither an executive officer of the Company, nor acting in a similar capacity as at November 30, 2015.

During the financial year ended November 30, 2015, the Company had two NEOs: Frank Taggart, former President and CEO and Nick DeMare, CFO. Mr. Taggart resigned as President and CEO on June 1, 2016 and Mr. David Doherty was appointed as the Company's President and CEO.

COMPENSATION DISCUSSION AND ANALYSIS

Compensation, Philosophy and Objectives

The Board of Directors of the Company (the "**Board**") meets to discuss and determine management compensation, without reference to formal objectives, criteria or analysis. The general objectives of the Company's compensation strategy are to (a) compensate management in a manner that encourages and rewards a high level of performance and outstanding results with a view to increasing long-term shareholder value; (b) align management's interests with the long-term interests of shareholders; and (c) ensure that the total compensation package is designed in a manner that takes into account the constraints that the Company is under by virtue of the fact that it is an investment company without a history of earnings.

The Board, as a whole, ensures that total compensation paid to all Named Executive Officers (or NEOs), as hereinafter defined, is fair and reasonable. The Board as a whole recommends levels of executive compensation that are competitive, motivating and commensurate with the time spent by executive officers in meeting their obligations. While the Board does not have direct experience related to executive

compensation, the Board relies on their experience as officers and directors with other junior mining companies in assessing compensation levels.

Analysis of Elements

Base salary is used to provide the Named Executive Officers a set amount of money during the year with the expectation that each Named Executive Officer will perform his responsibilities to the best of his ability and in the best interests of the Company.

The Company considers the granting of incentive stock options to be a significant component of executive compensation as it allows the Company to reward each NEO's efforts to increase value for shareholders without requiring the Company to use cash from its treasury. Stock options are generally awarded to executive officers at the commencement of employment and periodically thereafter. The terms and conditions of the Company's stock option grants, including vesting provisions and exercise prices, are governed by the terms of the Company's stock option plan (the "**Option Plan**"). A description of the significant terms of the Option Plan is found under the heading "Stock Option Plan".

The Company does not determine executive compensation based on the share price performance. Overall the salaries or consulting fees payable to the NEOs, in particular to the Company's CEO, have had a minor upward trend in order to provide competitive levels of compensation necessary to attract and maintain executive talent.

The Board has considered the implications of the risks associated with the Company's compensation practices. The Board acknowledges that the Company, as a junior natural resource company, does not presently generate any revenues, and that all management compensation to date has been derived solely from cash in the Company's treasury, acquired by way of equity financings to date, and the grant of incentive stock options to directors, management, contractors and employees. Salary compensation to the Named Executive Officers is provided for under verbal understandings or written consulting agreements with the Named Executive Officers or management companies under their control. Upon the occurrence of certain events, the Company's early termination of these contracts may also trigger additional balloon payments, which could adversely impact the Company's working capital.

Risks Associated with the Company's Compensation Practices

The Board has assessed the Company's compensation plans and programs for its executive officers to ensure alignment with the Company's business plan and to evaluate the potential risks associated with those plans and programs. The Board has concluded that the compensation policies and practices do not create any risks that are reasonably likely to have a material adverse effect on the Company. The Board considers the risks associated with executive compensation and corporate incentive plans when designing and reviewing such plans and programs.

The Company has not adopted a policy restricting its executive officers or directors from purchasing financial instruments that are designed to hedge or offset a decrease in market value of equity securities granted as compensation or held, directly or indirectly, by its executive officers or directors. To the knowledge of the Company, none of the executive officers or directors have purchased such financial instruments.

Base Salary or Consulting Fees

The Company has just commenced operations in a new industry and at this time, given the start-up situation, has established low base level compensation. There are no agreements in place at this time. The Company has determined to review compensation arrangements over the coming year.

Benefits and Perquisites

The Company does not, as of the date of this Information Circular, offer any benefits or perquisites to its NEOs other than potential grants of incentive stock options as otherwise disclosed and discussed herein.

Hedging by Named Executive Officers or Directors

The Company has not, to date, adopted a policy restricting its executive officers and directors from purchasing financial instruments, including, for greater certainty, prepaid variable forward contracts, equity swaps, collars, or units of exchange funds, which are designed to hedge or offset a decrease in market value of equity securities granted as compensation or held, directly or indirectly, by executive officers or directors. As of the date of this Information Circular, entitlement to grants of incentive stock options under the Company's Stock Option Plan is the only equity security element awarded by the Company to its executive officers and directors (see heading "Stock Option Plan" below for a description of the Company's stock option plan).

OPTION-BASED AWARDS

The Company has no long-term incentive plans other than the Option Plan. The Company's directors, employees, officers and certain consultants are entitled to participate in the Option Plan. The Option Plan is designed to encourage share ownership and entrepreneurship on the part of the senior management and other employees. The Board believes that the Option Plan aligns the interests of the NEOs and the Board with shareholders by linking a component of executive compensation to the longer term performance of the Company's common shares.

Options are granted by the Board. In monitoring or adjusting the option allotments, the Board takes into account its own observations on individual performance (where possible) and its assessment of individual contribution to shareholder value, previous option grants and the objectives set for the NEOs and the Board. The scale of options is generally commensurate to the appropriate level of base compensation for each level of responsibility.

In addition to determining the number of options to be granted pursuant to the methodology outlined above, the Board also makes the following determinations:

- parties who are entitled to participate in the Option Plan;
- the exercise price for each stock option granted, subject to the provision that the exercise price cannot be lower than the prescribed discount permitted by the Canadian Securities Exchange (the "**Exchange**") from the market price on the date of grant;
- the date on which each option is granted;
- the vesting period, if any, for each stock option;
- the other material terms and conditions of each stock option grant; and
- any re-pricing or amendment to a stock option grant.

The Board makes these determinations subject to and in accordance with the provisions of the Option Plan. The Board reviews and approves grants of options on an annual basis and periodically during a financial year.

There is no restriction on NEOs or Directors regarding the purchase of financial instruments, including prepaid variable forward contracts, equity swaps, collars or units or 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 for the financial year ended November 30, 2015.

No NEO or Director, directly or indirectly, purchased any financial instruments or employed a strategy to hedge or offset a decrease in market value of equity securities granted as compensation or held.

SUMMARY COMPENSATION TABLE

The following Summary Compensation Table provides a summary of the compensation paid by the Company to the NEOs Frank Taggart, the Company's former President and CEO and Nick DeMare, CFO for the most recently completed financial years ended November 30, 2015, 2014 and 2013. For the information concerning compensation related to previous years, please refer to the Company's previous management proxy circulars available at www.sedar.com.

Name and principal position	Year ⁽¹⁾	Salary (\$)	Option-based awards ⁽²⁾ (\$)	Non-equity incentive plan compensation (\$)		All other compensation (\$)	Total compensation (\$)
				Annual incentive plans	Long-term incentive plans		
Frank Taggart ⁽³⁾ former President & CEO	2015	70,190 ⁽³⁾	Nil	Nil	Nil	17,711 ⁽⁴⁾	87,901
	2014	30,000 ⁽³⁾	Nil	Nil	Nil	15,000 ⁽³⁾	45,000
	2013	N/A	N/A	N/A	N/A	N/A	N/A
Nick DeMare CFO	2015	30,000	Nil	Nil	Nil	51,950 ⁽⁵⁾	81,950
	2014	30,000	Nil	Nil	Nil	38,200 ⁽⁵⁾	68,200
	2013	30,000	Nil	Nil	Nil	37,600 ⁽⁵⁾	67,600

NOTES:

- (1) Financial years ended November 30.
- (2) Figures represent the grant date fair value of the options. The Company used the Black-Scholes option pricing model for calculating such fair value, as such model is commonly used by junior public companies.
- (3) Mr. Taggart served as President and CEO of the Company from June 3, 2014 to June 1, 2016. During the financial year ended November 30, 2014, Mr. Taggart was paid a total of \$15,000 (\$2,500 per month) for six months for fees earned as a non-NEO director of the Company and \$30,000 (\$5,000 per month) for six months in his capacity as a NEO. During the financial year ended November 30, 2015 Mr. Taggart was paid \$5,000 per month until May 1, 2016 after which Mr. Taggart was paid US\$5,000 per month.
- (4) \$17,711 was charged by Mr. Taggart for office rent in Panama.
- (5) Incurred or paid to Chase Management Ltd. ("**Chase**"), a private company owned by Mr. DeMare, for accounting, secretarial and management services performed by Chase staff, other than Mr. DeMare.

SHARE-BASED AND OPTION-BASED AWARDS

No share-based awards were granted to any of the NEOs during the financial year ended November 30, 2015. The following table sets forth the incentive stock options (option-based awards) granted to the NEOs pursuant to the Option Plan, which were outstanding as at November 30, 2015.

Name and Position	Option-based Awards				
	Option grant date	Number of securities underlying unexercised options (#)	Option exercise price (\$)	Option expiration date	Value of unexercised in-the-money options ⁽¹⁾ (\$)
Frank Taggart	N/A	Nil	N/A	N/A	N/A
Nick DeMare	Apr. 20/11 Aug. 24/11	100,000 100,000 ⁽²⁾	1.00 2.00	Apr. 20/16 Aug. 24/16	Nil Nil

NOTES:

- (1) The amount is calculated as the difference between \$0.07, the market value of the securities underlying the options on November 30, 2015, being the last day the Company's common shares traded for the financial year, and the exercise price of the option.
- (2) Includes 50,000 options granted to Chase.

INCENTIVE PLAN AWARDS – VALUE VESTED OR EARNED DURING THE YEAR

The following table sets forth, for the NEOs, the value of all incentive plan awards vested during the financial year ended November 30, 2015.

Name	Option-based awards - Value vested during the year (\$) ⁽¹⁾
Frank Taggart	Nil
Nick DeMare	Nil

NOTE:

- (1) Figures represent the grant date fair value of the options. The Company used the Black-Scholes option pricing model for calculating such fair value, as such model is commonly used by junior mineral exploration public companies.

TERMINATION AND CHANGE OF CONTROL BENEFITS

The Company does not have in place any compensatory plan, severance pay provisions or other arrangement with any NEO as of the financial year ended November 30, 2015 that would be triggered by the resignation, retirement or other termination of employment of such officer, resulting from a change of control of the Company or change in the executive's responsibilities following any such change in control.

PENSION PLAN BENEFITS

The Company does not have any form of pension plan that provides for payments or benefits to the NEOs at, following, or in connection with retirement. The Company does not have any form of deferred compensation plan.

DIRECTOR COMPENSATION

DIRECTOR COMPENSATION TABLE

No share-based awards have been granted to any of the directors. The following table sets forth all amounts of compensation provided to each director, other than the NEOs, during the Company's financial year ended on November 30, 2015.

Name and principal position	Fees Earned (\$)	Option-based awards ⁽¹⁾ (\$)	Non-equity incentive plan compensation (\$)	All other compensation (\$)	Total compensation (\$)
David J. Doherty	30,000	Nil	Nil	Nil	30,000
Marc Cernovitch	30,000	Nil	Nil	Nil	30,000
Luke Norman ⁽²⁾	2,500	Nil	Nil	Nil	2,500

NOTES:

- (1) Figures represent the grant date fair value of the options. The Company used the Black-Scholes option pricing model for calculating such fair value, as such model is commonly used by junior mineral exploration public companies.
- (2) Mr. Luke Norman was appointed as director on June 25, 2015.

Outstanding Option-Based Awards

The following table sets forth for each director, other than the NEOs, all option-based awards outstanding as at November 30, 2015, the end of the most recently completed financial year.

Name and Position	Option-based Awards				
	Option grant date	Number of securities underlying unexercised options (#)	Option exercise price (\$)	Option expiration date	Value of unexercised in-the-money options ⁽¹⁾ (\$)
David J. Doherty	Apr. 20/11 Aug. 24/11	70,000 90,000	1.00 2.00	Apr. 20/16 Aug. 24/16	Nil Nil
Marc Cernovitch	Apr. 20/11 Aug. 24/11	175,000 100,000	1.00 2.00	Apr. 20/16 Aug. 24/16	Nil Nil
Luke Norman	Nil	Nil	N/A	N/A	N/A

NOTE:

- (1) The amount is calculated as the difference between \$0.07, the market value of the securities underlying the options on November 26, 2015, being the last day the Company's common shares traded for the financial year, and the exercise price of the option.

INCENTIVE PLAN AWARDS – VALUE VESTED OR EARNED DURING THE YEAR

The following table sets forth for each director, other than those who are also NEOs of the Company, the value of all incentive plan awards vested during the financial year ended November 30, 2015.

Name	Option-based Awards – Value vested during the year (\$)	Share-based awards – Value vested during the year (\$)	Non-equity incentive plan compensation – Value earned during the year (\$)
David J. Doherty	Nil	Nil	Nil
Marc Cernovitch	Nil	Nil	Nil
Luke Norman	Nil	Nil	Nil

NOTE:

- (1) Figures represent the grant date fair value of the options. The Company used the Black-Scholes option pricing model for calculating such fair value, as such model is commonly used by junior mineral exploration public companies.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table provides information regarding compensation plans under which securities of the Company are authorized for issuance to directors, officers, employees and consultants in effect as of the end of the Company's most recently completed fiscal year end:

Plan Category	Column (a) Number of Securities to be Issued Upon Exercise of Outstanding Options	Column (b) Weighted-Average Exercise Price of Outstanding Options	Column (c) Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans (Excluding Securities Reflected in Column (a)) ⁽¹⁾
Equity Compensation Plans Approved By Securityholders (the Stock Option Plan)	635,000	1.46	3,917,785
Equity Compensation Plans Not Approved By Securityholders	N/A	N/A	N/A
Total	635,000	1.46	3,917,785

NOTE:

- (1) Based upon the Company having 45,527,855 common shares issued and outstanding as at November 30, 2015. The Company currently has in place a "rolling" stock option plan whereby the maximum number of common shares that may be reserved for issuance pursuant to the such plan will not exceed 10% of the issued shares of the Company at the time of the stock option grant.

STOCK OPTION PLAN

In July 2011 the Company adopted a "rolling" stock option plan (the "**2011 Plan**"), which makes a total of 10% of the issued and outstanding shares of the Company available for issuance thereunder. The 2011 Plan, as ratified and approved by the shareholders in 2012 and 2013, was designed in accordance with the policy requirements of the TSXV Venture Exchange ("**TSXV**").

On May 2, 2014, the Company voluntarily delisted its shares from the TSXV and commenced trading on the Canadian Securities Exchange ("**CSE**"). With the move from the TSXV to the CSE, management deemed it appropriate to adopt a new 10% rolling stock plan (the "**2014 Plan**"), with all stock options outstanding under the 2011 Plan being rolled into the 2014 Plan. The 2014 Plan, which was approved by the Board on September 17, 2014, is substantially similar to the 2011 Plan, except that it does not contain references to the TSXV or its policies.

As with the previous Plan, the purpose of the 2014 Plan is to provide the Company with a share related mechanism to enable the Company to attract, retain and motivate qualified directors, officers, employees and other service providers, to reward directors, officers, employees and other service providers for their contribution toward the long term goals of the Company and to enable and encourage such individuals to acquire shares of the Company as long term investments.

The following information is intended to be a brief description of the 2014 Plan and is qualified in its entirety by the full text of the 2014 Plan which is available for review by any Shareholder at the Company's head office at Suite 1305, 1090 West Georgia Street, Vancouver, British Columbia, and will be available at the Meeting:

- The 2014 Plan provides that up to 10% of the issued and outstanding common shares from time to time may be reserved for issue, less any common shares reserved for issuance under any other share

compensation arrangement. The options are non-assignable and may be granted for a term not exceeding ten years.

- The exercise price shall not be lower than the greater of the closing market price of the common shares on (a) the trading day prior to the date of grant of the stock options; and (b) the date of grant of the stock options.
- The terms of an option may not be amended once issued. If an option is cancelled prior to its expiry date, the Company shall not grant new options to the same person until 30 days have elapsed from the date of cancellation.
- the maximum number of options which may be granted to any one option holder under the 2014 Plan within any 12 month period shall be 5% of the outstanding issue on the date of grant (unless the Company has obtained disinterested shareholder approval, if required by Regulatory Rules);
- if required by Regulatory Rules, disinterested shareholder approval is required to the grant to Insiders, within a 12 month period, of a number of options which, when added to the number of outstanding incentive stock options granted to Insiders within the previous 12 months, exceed 10% of the issued shares;
- the maximum number of options which may be granted to any one consultant within any 12 month period must not exceed 2% of the outstanding Issue; and
- the maximum number of options which may be granted within any 12 month period to employees or consultants engaged in investor relations activities must not exceed 2% of the outstanding Issue and such options must vest in stages over 12 months with no more than 25% of the options vesting in any three month period.

On October 24, 2016 the Board approved adoption of a new fixed 10% Share Option Plan in conjunction with adoption of a fixed 10% Directors' and Officers' Deferred Share Unit Plan see *Particulars of Matters to be Acted upon* below. The Board will present the new Fixed Share Option Plan to the shareholders for approval. However, if the shareholders do not approve adoption of the new Fixed Share Option Plan, the Company will ask the shareholders to approve an ordinary resolution to approve the 2014 Plan (defined below as the Current Rolling Option Plan) for continuation until the next annual general meeting of the Company. A copy of the 2014 Plan will be available for review at the Meeting.

A shareholder may also obtain a copy of the 2014 Plan by contacting the Company at #1305 – 1090 W. Georgia Street, Vancouver, British Columbia V6E 3V7 Tel: (604) 685-9316 or Fax No.: (604) 683-1585.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

As of the date of this Information Circular, no director, executive officer, employee, proposed management nominee for election as a director of the Company, nor any associate of any such director, executive officer, or proposed management nominee of the Company, or any former director, executive officer or employee of the Company or any of its subsidiaries, was indebted to the Company or any of its subsidiaries, or indebted to another entity where such indebtedness was the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or any of its subsidiaries.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

None of the proposed directors, directors or executive officers of the Company, a director or executive officer of a person or company that is itself an informed person (as defined in National Instrument 51-102 *Continuous Disclosure Obligations*) or subsidiary of the Company, nor any person or company who beneficially owns, or controls or directs, directly or indirectly, Common Shares or a combination of both, carrying more than 10% of the voting rights attached to the outstanding Common Shares nor an associate or affiliate of any of the foregoing persons has since December 1, 2013 (being the commencement of the

Company's last completed financial year) any material interest, direct or indirect, in any transactions which materially affected or would materially affect the Company or any of its subsidiaries.

APPOINTMENT OF AUDITOR

Davidson & Company LLP, Chartered Accountants, Suite 1200 – 609 Granville Street, Vancouver, British Columbia Canada V7Y 1G6, will be nominated at the Meeting for appointment as auditor of the Company at a remuneration to be set by the directors. Davidson & Company LLP were first appointed on July 22, 2010.

MANAGEMENT CONTRACTS

The Company has no management or consulting contracts in place.

AUDIT COMMITTEE

Under National Instrument 52-110 – *Audit Committees* ("**NI 52-110**"), companies are required to provide disclosure with respect to their audit committee, including the text of the audit committee's charter, the composition of the audit committee and the fees paid to the external auditor.

Audit Committee

The overall purpose of the Audit Committee is to assist the Board in fulfilling its oversight responsibilities with respect to: the financial reporting process and the quality, transparency and integrity of the financial statements and other related public disclosures; internal controls over financial reporting; compliance with legal and regulatory requirements relevant to the financial statements and financial reporting; ensuring that there is an appropriate standard of corporate conduct for senior financial personnel and employees including, if necessary, adopting a corporate code of ethics; the external auditors' qualifications and independence; and the performance of the internal audit function and the external auditor.

Audit Committee Charter

The Company has adopted a Charter of the Audit Committee of the Board of Directors, a copy of which is attached as Schedule "A" to the Management Proxy Circular prepared for the 2015 Annual General Meeting of the Company, which was SEDAR filed on October 7, 2015.

Composition of the Audit Committee

The following are the members of the Audit Committee:

	Independent ⁽¹⁾	Financially Literate
Nick DeMare	N	Y
Marc Cernovitch	Y	Y
Frank Taggart	Y	Y

(1) As defined in National Instrument 52-110 – *Audit Committees* ("**NI 52-110**").

The Company is relying on the exemption provided under Section 6.1 of NI 52-110.

Relevant Education and Experience

Set out below is a general description of the education and experience of each current Audit Committee member which is relevant to the performance of his responsibilities as an Audit Committee member, as set out in National Instrument Form 52-110F2:

Nick DeMare - Mr. DeMare holds a Bachelor of Commerce degree from the University of British Columbia and is a member in good standing of the Institute of Chartered Accountants of British Columbia. Mr. DeMare has served as a director and officer for several public reporting companies, gaining a range of experience in dealing with audit committee matters of junior exploration companies.

Marc Cernovitch – Mr. Cernovitch is a business executive with extensive experience in the industry. Mr. Cernovitch studied Economics at McGill University and started his career in the financial sector as a stockbroker in Montreal, Calgary, Vancouver, New York and Toronto. Since leaving the brokerage industry, Mr. Cernovitch has focused on corporate development, funding and building companies primarily in the resource and energy technology fields. He has a strong background in corporate governance and finance and has served as a director and/or officer of several other public companies engaged in mineral exploration and development.

Frank Taggart – Mr. Taggart has been a Director of Saber Capital Corp. since June 5, 2013. Mr. Taggart is an entrepreneur focused on corporate development, funding and building companies primarily in the resource and energy technology fields. He has a strong background in corporate governance and finance, as well as all other aspects of business development. Mr. Taggart has been operating in the Investor Relations and Business development consulting business since 1996, and also serves as advisory council to public companies to effectively optimize their capital market strategies and oversee their business development and IR departments.

Audit Committee Oversight

At no time since the commencement of the Company's year ended November 30, 2015 was a recommendation of the Audit Committee to nominate or compensate an external auditor not adopted by the Board of Directors.

Reliance on Certain Exemptions

During its most recently completed financial year, the Company has not relied on any exemptions under NI 52-110. The Board of Directors has adopted the recommendation of the Audit Committee on the compensation of the external auditor. However, the Company is not required to comply with Part 3 (Composition of the Audit Committee) and Part 5 (Reporting Obligations) of NI 52-110 given that it is a venture issuer as defined in NI 52-110.

Pre-Approval Policies and Procedures

The Audit Committee of the Company has adopted specific policies and procedures for the engagement of non-audit services as described in the Audit Committee's Charter.

External Auditor Service Fees (By Category)

The aggregate fees billed by the Company's external auditors in the last two fiscal years for audit fees are as follows:

Fees	Year Ended November 30, 2015 (\$)	Year Ended November 30, 2014 (\$)
Audit Fees ⁽¹⁾	30,600	22,440
Audit Related Fees ⁽²⁾	Nil	Nil
Tax Fees ⁽³⁾	Nil	Nil
All other fees ⁽⁴⁾	Nil	Nil
Total fees	30,600	22,440

NOTES:

- (1) Audit Fees consist of fees paid or accrued for the annual audit of the Company's financial statements or services that are normally provided by the external auditor in connection with statutory and regulatory filings or engagements.
- (2) The aggregate fees billed for assurance and related services that are reasonably related to the performance of the audit or review of the Issuer's financial statements that are not included under the heading "Audit Fees"
- (3) The aggregate fees billed for professional services rendered for tax compliance, tax advice and tax planning.
- (4) The aggregate fees billed for products and services other than as set out under the headings "Audit Fees", "Audit Related Fees" and "Tax Fees". These fees related to work done in conjunction with the Company's qualifying transaction.

Exemption

The Company is currently a "Venture Issuer", as defined in Section 1.1 of NI 52-110. Accordingly, in providing the disclosure contained herein, the Company is relying upon the exemption in Section 6.1 of NI 52-110 (which is available to all Venture Issuers).

CORPORATE GOVERNANCE PRACTICE

National Instrument 58-101, *Disclosure of Corporate Governance Practices* ("**NI 58-101**") requires issuers to disclose their governance practices in accordance with that instrument. The Company is a "venture issuer" within the meaning of NI 58-101.

The Board has adopted certain corporate governance policies to reflect the Company's commitment to good corporate governance, and to comply with NI 58-101, Form 58-101F2 - *Corporate Governance Disclosure (Venture Issuers)* and National Policy 58-201 - *Corporate Governance Guidelines*. The Board periodically reviews these policies and proposes modifications to the Board for consideration as appropriate. The Company considers good corporate governance to be central to the effective and efficient management and operation of the Company, and the Board is directly responsible for developing the Company's approach to corporate governance issues. A discussion of the Company's governance practices within the context of NI 58-101 is set out below:

Statement of Corporate Governance Practices

Corporate governance relates to the activities of the board of directors of the Company (the "**Board**"), the members of which are elected by and are accountable to the shareholders, and takes into account the role of the individual members of management who are appointed by the Board and who are charged with the day-to-day management of the Company. The Board is committed to sound corporate governance practices which are both in the interest of its shareholders and contribute to effective and efficient decision making. National Policy 58-201 *Corporate Governance Guidelines* establishes corporate governance guidelines which apply to all public companies. The Company has reviewed its own corporate governance practices in light of these guidelines. In certain cases, the Company's practices comply with the guidelines, however, the Board considers that some of the guidelines are not suitable for the Company at its current stage of development and therefore these guidelines have not been adopted. National Instrument 58-101 *Disclosure of Corporate Governance Practices* mandates disclosure of corporate governance practices for Venture Issuers in Form 58-101F2, which disclosure is set out below.

Board of Directors

The Board is of the view that maintaining effective corporate governance practices is an important factor which contributes to the general success of the Company. The Board is responsible for the supervision of the Company's business and affairs.

As of the date hereof, the Board is composed of four (4) directors, Messrs. Dave Doherty, Nick DeMare, Marc Cernovitch and Luke Norman. The independent members of the Board are Messrs. Taggart,

Cernovitch and Norman, within the meaning of National Instrument 58-101 – Disclosure of Corporate Governance Practices (“**NI 58-101**”) adopted by the Canadian Securities Administrators. The non-independent members of the Board are Mr. Doherty (CEO and President) and Mr. DeMare (CFO). Messrs. Doherty and DeMare have been determined to be non-independent within the meaning of NI 58-101 by virtue of their positions with the Company.

The Board is of the opinion that its proposed size is adequate, given the purpose of the Company, and will further the efficiency of its deliberations, while ensuring a diversity of opinion and experience. The Company believes that each and every current and proposed director is eager to fulfil his obligations and assume his responsibilities in the best interests of the Company and of all the shareholders and not in the best interests of himself or a particular group of shareholders.

The Board facilitates its independent supervision over management by conducting a quarterly review of the Company's financial statements and management discussion and analysis as well as requiring material transactions to be approved by the Board prior to the transaction taking place.

The independent directors did not hold any regularly scheduled meetings during the year ended November 30, 2015, at which non-independent directors and members of management were not in attendance. To facilitate open and candid discussion among its independent directors, at Board meetings, as applicable, non-independent directors have been asked to leave the meeting. In addition, any item which could involve a potential conflict of interest among one or more directors is voted on by those directors that are not related to the conflict in question. It is anticipated that independent directors' meetings will be held as deemed appropriate during the current financial year.

Directorships

The following summarizes current directorships of other reporting issuers for the current directors of the Company:

David Doherty: Saber Capital Corp.

Nick DeMare: Aguila American Gold Limited, Canex Energy Corp., East West Petroleum Corp., GGL Resources Corp., Hansa Resources Limited, Global Daily Fantasy Sports Inc. (formerly Lariat Energy Ltd.), Kingsmen Resources Ltd., Leading Edge Materials Corp. (formerly Flinders Resources Limited), Mitchell Resources Ltd., Mawson Resources Limited, Mirasol Resources Ltd., Rochester Resources Ltd., Salazar Resources Limited, Seaway Energy Services Inc. and Tinka Resources Limited

Frank Taggart: Saber Capital Corp.

Marc Cernovitch: Rochester Resources Ltd., Sendero Mining Corp., Tembo Gold Corp.

Luke Norman: BRS Ventures Ltd.

Orientation and Continuing Education

While the Company does not have a formal orientation and training program, new Board members are provided with:

- (a) information respecting the functioning of the Board and its committees;
- (b) information respecting the nature and operation of the business of the Company;
- (c) access to recent, publicly filed documents of the Company, technical reports and the Company's internal financial information;

- (d) access to management and technical experts and consultants; and
- (e) a summary of significant corporate and securities responsibilities.

New directors of the Company are provided with insight from other Board members and management regarding the contribution which they are expected to make to the Board in terms of both time and resource commitments. Board members are also encouraged to communicate with management, auditors, technical experts and consultants to keep themselves current with industry trends and developments and changes in legislation; and to attend related industry seminars and visit the Company's operations, to ensure that each member of the Board maintains the skill and knowledge necessary to meet their obligations as directors.

Ethical Business Conduct

The Board has adopted a written Code of Business Ethics and Conduct (the "**Code**") intended to document the principles of conduct and ethics to be followed by the employees, officers, directors and consultants of the Company and its subsidiaries. The Code provides guidance to employees, officers, directors and consultants of the Company and its subsidiaries on how to conduct the Company's business and to identify critical issues requiring ethical and legal consideration. The Code is designed to help prevent and detect unethical behaviour and/or potential conflicts of interest. Specifically, it deals with fostering a non-discriminatory work environment, dealing with third party relationships, legal compliance, confidential information and records, use of the Company's property and assets, reporting violations of the Code and the review process for the Code.

The Company also has adopted a written Whistleblower Policy (the "**Whistleblower Policy**") which establishes procedures for dealing with submissions related to complaints and violations of, among other things, the Code.

The Code has been filed under the Company's profile on SEDAR at www.sedar.com.

Nomination of Directors

The Corporate Governance and Nominating Committee has the responsibility for identifying potential Board candidates. It monitors and assesses the mix of skills and competencies required in order for the Board to fulfil its role effectively. Representatives of the mining industry are also consulted for possible candidates. In addition, the Corporate Governance and Nominating Committee discusses with each individual Board member his intention to continue to serve as a Board member in order to plan and prepare for succession at the Board level in a seamless manner.

Compensation

While the Company does not have a compensation committee, the independent directors of the Board will review the compensation that may be payable to the executive officers and other key employees from time to time. Currently, no compensation, other than the grant of options, is paid to the directors of the Company in their capacity as directors. The allocation of options is made by the Board as a whole. The Board approves levels of executive compensation that are competitive and motivating in order to attract, hold and inspire the executive officers and other key employees. The Board reviews all compensation arrangements for the executive officers of the Company including salaries and equity based compensation plans. The Board ensures that the compensation paid to the Company's directors, executive officers and other key employees is comparable to compensation paid by other reporting issuers having operations of a similar nature and size, to ensure that such compensation is fair and reasonable from an objective standpoint.

Other Board Committees

The Board has no standing committees other than the audit committee. The Board is satisfied that in view of the size and composition of the Board, it is more efficient and cost effective for the full board to perform the duties that would be required by standing committees, other than the audit committee.

Assessments

The Corporate Governance and Nominating Committee is responsible for assessing the effectiveness and contributions of the Board as a whole, its committees and individual directors.

PARTICULARS OF MATTERS TO BE ACTED UPON

The following are matters to be presented to the shareholders for approval at the Meeting:

Adoption of Deferred Share Unit Plan

Background

On October 24, 2016 the Board adopted the Directors' and Officers' Deferred Share Unit Plan (the "DSU Plan"), subject to approval of the disinterested shareholders of the Company, to assist the Company to attract and retain qualified persons to serve on the Board and in the senior management positions of the Company. The DSU Plan has been established to assist the Company in the recruitment and retention of qualified persons to serve on the Board or as senior management of the Company and, through the issuance by the Company of Common Shares under the DSU Plan, to better align the interests of directors and officers with the long-term interests of Shareholders.

The Board, or a committee of the Board appointed for the express purpose of administering remuneration of the directors and senior officers of the Company, intends to use deferred share units ("DSUs") issued under the DSU Plan, as well as options issued under the Company's Stock Option Plan (see "*Stock Option Plan*" as well as "*Particulars of Matters to be Acted upon*"), as part of the Company's overall director compensation. Since the value of DSUs increase or decrease with the price of the Company's Common Shares, DSUs reflect a philosophy of aligning the interests of directors with those of the Shareholders by tying compensation to share price performance.

At the Meeting, the Company will ask its disinterested shareholders to approve a resolution to ratify, confirm and approve adoption of the DSU Plan. In order to be approved, the resolution must be passed by a majority of the votes cast on the resolution by the disinterested holders of the Common Shares present in person or represented by proxy at the Meeting. Unless such authority is withheld, management's representatives designated in the enclosed form of proxy intend to vote the applicable disinterested shareholder Common Shares for approval of the resolution authorizing, ratifying and approving adoption of the DSU Plan.

Summary of the DSU Plan

Set out below is a summary of the DSU Plan. A complete copy of the DSU Plan is attached to this Information Circular as Schedule A.

The Board designates which of the Company's directors and officers are eligible to participate in the DSU Plan ("Participants"), and the Board, or a committee of the Board, shall administer the DSU Plan.

Payment of DSUs

The DSU Plan provides that the annual compensation amount (the "Annual Base Compensation") payable to Participants under the DSU Plan, as determined from time to time by the Board, will be reported annually in the Company's management information circular. The Annual Base Compensation is payable quarterly, such payments to be pro-rated if Board service commences or terminates during the fiscal quarter.

Participants may elect to receive DSUs up to 100% of his or her Annual Base Compensation. All DSUs granted with respect to Annual Base Compensation will be credited to the individual Director's or Officer's DSU Account when such Annual Base Compensation is payable (the "Grant Date"). The Director's or Officer's DSU Account will be credited with the number of DSUs calculated to the nearest thousandth of a DSU, determined by dividing the dollar amount of compensation payable in DSUs on the Grant Date by the Share Price. The Share Price is the average of the five (5) closing trade prices of the Common Shares on the CSE over the five (5) consecutive trading days immediately preceding (a) in the case of a Grant, the date when all DSUs granted with respect to Annual Base Compensation to be credited to the Director's or Officer's Account when such Annual Base Compensation is payable, or (b) in the case of a redemption, the Redemption Date, as applicable, or in the event such Common Shares are not traded on the CSE, the fair market value of such Common Shares as determined by the Board acting in good faith. Fractional Common Shares will not be issued and any fractional entitlements will be rounded down to the nearest whole number.

In addition, the Board may award such additional number of DSUs to a Participant as the Board deems advisable to provide the Participant with appropriate equity-based compensation for the services he or she renders to the Company, and the date of granting of such additional DSUs and of crediting same to an account for the Participant (the "Participant's Account") shall be determined by the Board.

Redemption

Each Participant shall be entitled to redeem his or her DSUs during the period commencing on the business day immediately following the Termination Date, being the date upon which the Participant ceases to hold any position as a director of the Company and its subsidiaries, including in the event of death, or retirement, or loss of office of the Participant; and ending on the 90th day following the Termination Date by providing a written notice of redemption to the Company. In the case of a U.S. Eligible Participant the redemption will be deemed to be made on the earlier of: (i) "separation from service" within the meaning of Section 409A of U.S. Internal Revenue Codes, or (ii) within 90 days of the U.S. Eligible Participant's death.

All redemptions under the DSU Plan shall require the Company to provide to the Participant: (i) subject to shareholder approval of the DSU Plan and the maximum Common Share limits of the DSU Plan, a number of Common Shares issued from treasury equal to the number of DSUs in the Participant's Account, net of any applicable deductions and withholdings; (ii) subject to and in accordance with any applicable governing statutes and regulatory requirements, a number of Common Shares purchased by an independent administrator of the DSU Plan in the open market for the purposes of providing Common Shares to Participants equal in number to the DSUs in the Participant's Account, net of any applicable deductions and withholdings; (iii) payment of a cash amount to a Participant equal to the number of DSUs multiplied by the Share Price, net of any applicable deductions and withholdings; and (iv) any combination of the above, as determined by the Company, in its sole discretion. All amounts payable to, or in respect of a Participant under the DSU Plan shall be paid on or before October 31 of the calendar year commencing immediately after the Participant's Termination Date.

Maximum Number of Common Shares Issued

The maximum number of DSUs that may be granted and outstanding pursuant to the DSU Plan is 4,552,785 DSUs being 10% of the issued and outstanding Common Shares of the Company as of the effective date of the DSU Plan, such that the maximum number of Common Shares issuable pursuant to all security based compensation arrangements, including to Insiders, shall not exceed 20% of the total number of Common Shares issued and outstanding from time to time. The maximum number of Common Shares issued to Insiders pursuant to the DSU Plan, together with any Common Shares issued pursuant to any other security based compensation arrangement, within any one year period, shall not exceed 4,552,785 Common Shares.

Alterations to the Number of Shares Subject to the DSU Plan

In the case of any substitution, change or adjustments contemplated under the DSU Plan, such as a subdivision, a consolidation, or a distribution of Common Shares or changes to the number of Common Shares resulting from a reorganization of the Company, the variation shall generally require that the number

of DSUs then recorded in the Participant's Account prior to such substitution, change or adjustment will be proportionately and appropriately varied.

Amendments to the DSU Plan

Until shareholder approval of the DSU Plan, and any issuances from treasury as contemplated under the DSU Plan is obtained, the DSU Plan may be amended, suspended or terminated at any time by the Board in whole or in part. No amendment of the DSU Plan shall, without the consent of the Participants affected by the amendment, or unless required by Applicable Law, adversely affect the rights accrued to such Participants with respect to DSUs granted prior to the date of the amendment.

Following disinterested shareholder approval of the DSU Plan, and of any issuances from treasury as contemplated in the DSU Plan, the Board may at any time, and from time to time, and without shareholder approval, amend any provision of the DSU Plan, subject to any regulatory or stock exchange requirement at the time of such amendment, including, without limitation:

- (a) for the purposes of making formal minor or technical modifications to any of the provisions of the DSU Plan including amendments of a "clerical" or "housekeeping" nature;
- (b) to correct any ambiguity, defective provision, error or omission in the provisions of the DSU Plan including amendments of a "clerical" or "housekeeping" nature;
- (c) amendments to the termination provisions of the DSU Plan;
- (d) amendments necessary or advisable because of any change in Application Laws;
- (e) amendments to the transferability of DSUs provided for in the DSU Plan;
- (f) amendments relating to the administration of the DSU Plan;
- (g) any other amendment, fundamental or otherwise, not requiring shareholder approval under Applicable Laws;

provided, however, that:

- (h) no such amendment of the DSU Plan may be made without the consent of each affected Participant in the DSU Plan if such amendment would adversely affect the rights of such affected Participant(s) under the DSU Plan; and
- (i) shareholder approval shall be obtained in accordance with the requirements of the CSE for any amendment:
 - (i) in order to increase the maximum number of DSUs which may be issued under the DSU Plan (other than pursuant to the adjustment provisions of the DSU Plan);
 - (ii) To the amendment provisions set out in the DSU Plan; or
 - (iii) to the definition of "Participant".

DSU Plan Termination

The Board may at any time decide to discontinue granting awards under the DSU Plan, in which case no further DSUs shall be awarded or credited under the DSU Plan. Any remaining outstanding DSUs in a Participant's Account at that time shall continue to be dealt with according to the terms of the DSU Plan. The DSU Plan shall terminate when all payments owing pursuant to the DSU Plan have been made and all DSUs have been cancelled in all Participants' Accounts.

Withholding

The Company shall not have any responsibility concerning tax consequences arising from a grant to, or receipt of, or a payout in respect of DSUs by a Participant under the DSU Plan. However the Company may withhold from any amount payable to a Participant such amount as may be determined by the Company, in

its sole discretion to ensure that the Company will be able to comply with any applicable federal, provincial, state or local laws relating to the withholding or remittance of tax or other required deductions or amounts if any, which are included in the income of a Participant. The Company also reserves the right to satisfy any such withholding tax liabilities on behalf of a Participant, by retaining, acquiring or selling Common Shares due to the Participant.

Transfer and Assignment

No right to receive payment of DSUs and other benefits under the DSU Plan shall be transferable or assignable by any Participant except by will or laws of descent and distribution.

Except as required by law, the rights of a Participant under the DSU Plan are not capable of being anticipated, assigned, transferred, alienated, sold, encumbered, pledged, mortgaged or charged and are not capable of being subject to attachment for legal process for the payment of any debts or obligations of the Participant.

No Shareholder Rights

DSUs shall not be considered Common Shares nor will DSUs entitle any Participant to exercise voting rights or any other rights attaching to the ownership of Common Shares nor shall any Participant be considered the owner of Common Shares by virtue of the award of DSUs.

Section 409A and Forfeiture Provisions Apply to U.S. Eligible Participants

It is intended that the DSU Plan comply with U.S. Section 409A with respect to all U.S. Eligible Participants accepting grants or awards of DSUs under the DSU Plan. All provisions of the DSU Plan shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A and under the *Income Tax Act* (Canada), as detailed in the DSU Plan.

Exchange Approval

The CSE has approved the DSU Plan, subject to approval of the disinterested shareholders of the Common Shares. The disinterested shareholders of the Common Shares will be asked at the Meeting, or any adjournment thereof, to consider, and if deemed advisable, to ratify, confirm and approve adoption of the DSU Plan by approving the resolution set out below.

As at the date of this Information Circular no DSUs have been issued under the DSU Plan.

A number greater than 50% of the votes cast by the disinterested shareholders present in person or by proxy at the Meeting is required to approve the DSU Plan resolution. Accordingly, at the Meeting, the disinterested shareholders will be asked to consider and, if deemed advisable, to approve the following disinterested shareholder resolution to ratify, confirm and approve adoption of the DSU Plan:

Deferred Share Unit Plan - Disinterested Shareholder Resolution

“Be it **RESOLVED** that:

1. the Directors and Officers Deferred Share Unit Plan (the “**DSU Plan**”), in the form attached as Schedule A to the Company’s Management Information Circular dated October 25, 2016, containing information as at October 19, 2016, reviewed and adopted by the board of directors (the “**Board**”), be and is hereby ratified, confirmed and approved;
2. the effective date of the DSU Plan shall be October 24, 2016;
3. subject to all required regulatory approvals, adoption of the DSU Plan be and is hereby ratified, confirmed and approved, and the DSU Plan be forthwith adopted and implemented by the Company, with such further deletions, additions and other amendments as are required by any securities

regulatory authority or which are not substantive in nature and the Chief Executive Officer of the Company deems necessary or desirable;

4. the Board of Directors (the “**Board**”) (or such other committee the Board may appoint), be and is hereby appointed to be the Administrator under the DSU Plan, such appointment to be effective until revoked by resolution of the Board;
5. the Company be and is hereby authorized to grant Deferred Share Units (“**DSUs**”) under and subject to the terms and conditions of the DSU Plan, which may be exercised to purchase up to a maximum of 4,552,785 Common Shares;
6. the maximum number of Common Shares issuable to insiders of the Company under all security-based compensation arrangements, including the Company’s DSU Plan and Fixed Share Option Plan at any time cannot exceed 20% without disinterested shareholder approval;
7. the Board (or such other committee the Board may appoint) be and is hereby authorized and directed to execute on behalf of the Company, the form of share unit agreement attached as Schedule A to the DSU Plan, providing for the grant of DSUs to Eligible Persons under the DSU Plan;
8. the Company is hereby authorized to allot and issue as fully paid and non-assessable that number of Common Shares specified in the deferred share unit agreement confirming DSUs granted to Eligible Persons; and any two authorized persons of the Company be and are hereby authorized to execute such treasury order or treasury orders as may be necessary to effect such issuance of Common Shares; and
9. any one or more of the directors and officers of the Company be and are hereby authorized to perform all such acts, deeds and things and execute, under seal of the Company or otherwise, all such documents as may be required to give effect to these resolutions.”

The votes attaching to the securities beneficially owned by Insiders: David J. Doherty, Nick DeMare, Frank Taggart, Marc Cernovitch, Luke Norman and Zula Kropivnitski, and any associates or affiliates of these Insiders, will not be counted on this resolution and will be excluded from the voting tally.

A *disinterested shareholder resolution* is an ordinary resolution of the shareholders from which the votes of any of the shareholders who are Insiders, or who are an associate or an affiliate of an Insider, are withheld from the voting tally on the resolution.

The Board recommends that the disinterested shareholders vote **IN FAVOUR** of the DSU Plan Resolution.

In the absence of a contrary instruction, the person(s) designated by Management of the Company in the enclosed form of Proxy intend to vote FOR the DSU Plan.

Adoption of Fixed Share Option Plan

On October 24, 2016 the Board approved adoption by the Company of a fixed share option plan (the “**Fixed Share Option Plan**”), subject to shareholder and regulatory approval. Under the Fixed Share Option Plan, a total of 4,552,785 Common Shares of the Company are reserved for share incentive options (“**Options**”) to be granted at the discretion of the Board to the Company’s Directors, Officers, Employees, Management Company Employees, Consultants or Company Consultants (described as Service Providers below). In order to continue to be fully compliant with all the policy provisions of the CSE in effect as at the date of this Management Information Circular, Management of the Company wishes to terminate its 10% “rolling” share option plan dated September 17, 2014 (the “**Current Rolling Plan**”) and replace it with the fixed maximum number Fixed Share Option Plan.

The objective of the Fixed Share Option Plan, as was that of the Current Rolling Plan, is to provide for and encourage ownership of Common Shares of the Company by its directors, officers, key employees and consultants. Changes to the terms of the Current Rolling Plan, both substantive and administrative in nature,

will result upon adoption of the Fixed Share Option Plan. The Fixed Share Option Plan is designed to provide certain directors, officers and other key employees of the Company incentive stock options and is subject to shareholder approval. The Company is of the view that the Fixed Share Option Plan will assist the Company in attracting and maintaining the services of senior executives and other employees and will be competitive with option plans of other companies in the Company's industry. The Board (or such other committee the Board may appoint) is responsible for the general administration of the Fixed Share Option Plan.

At the Meeting, the Shareholders will be asked to consider and, if deemed advisable, to ratify, confirm and approve adoption of the Fixed Share Option Plan. A copy of the Fixed Share Option Plan is attached to this Management Information Circular as Schedule B.

The following summary assumes that the Fixed Share Option Plan is approved by the Shareholders at the Meeting and is subject to the specific provisions of the Fixed Share Option Plan.

The material terms of the Fixed Share Option Plan are as follows:

- (a) Service Provider means a Person who is a bona fide Director, Officer, Employee, Management Company Employee, Consultant or Company Consultant, and also includes a company, 100% of the share capital of which is beneficially owned by one or more Service Providers;
- (b) Maximum Plan Shares - The aggregate number of Plan Shares that may be reserved for issuance under the Plan at any point in time is 4,552,785 Plan Shares (as defined in the Plan), unless this Fixed Share Option Plan is amended pursuant to any regulatory requirements including any required approval of the disinterested shareholders of the Company.
- (c) Limitations on Issue - the following restrictions on issuances of Options are applicable under the Fixed Share Option Plan:
 - (i) no Service Provider can be granted an Option if that Option would result in the total number of Options, together with all other Share Compensation Arrangements granted to such Service Provider in the previous 12 months, exceeding 5% of the Outstanding Shares, unless the Company has obtained Disinterested Shareholder Approval to do so;
 - (ii) the aggregate number of Options granted to all Service Providers conducting Investor Relations Activities in any 12-month period cannot exceed 2% of the Outstanding Shares, calculated at the time of grant, without prior required regulatory approval, if any; and
 - (iii) the aggregate number of Options granted to any one Consultant in any 12-month period cannot exceed 2% of the Outstanding Shares, calculated at the time of grant, without prior required regulatory approval, if any.
- (d) Maximum Percentage to Insiders. The aggregate number of Common Shares reserved for issuance to Insiders of the Company under the Fixed Share Option Plan, together with any other Share Compensation Arrangements, including the Deferred Share Unit Plan, will not exceed 20% of the Company's outstanding share capital as of the date hereof.
- (e) Maximum Percentage to Insiders within any one year period. The number of Common Shares issued to Insiders of the Company within any one year period, under the Fixed Share Option Plan, together with any other Share Compensation Arrangements, including the Deferred Share Unit Plan, will not exceed 20% of the Company's outstanding share capital.
- (f) Exercise Price. The Exercise Price of an Option will be set by the Board at the time such Option is allocated under the Fixed Share Option Plan, and cannot be less than the Discounted Market Price. Discounted Market Price has the meaning assigned by Policy 6.5.2 of the CSE Policies;

- (g) Vesting of Options. Vesting of Options shall be at the discretion of the Board and, with respect to any particular Options granted under the Fixed Share Option Plan, in the absence of a vesting schedule being specified at the time of grant, all such Options shall vest immediately. Where applicable, vesting of Options will generally be subject to:
 - (i) the Service Provider remaining employed by or continuing to provide services to the Company or any of its Affiliates as well as, at the discretion of the Board, achieving certain milestones which may be defined by the Board from time to time or receiving a satisfactory performance review by the Company or any of its Affiliates during the vesting period; or
 - (ii) the Service Provider remaining as a Director of the Company or any of its Affiliates during the vesting period.
- (h) Vesting of Options Granted to Consultants Conducting Investor Relations Activities - Options granted to Consultants conducting Investor Relations Activities will vest:
 - (i) over a period of not less than 12 months as to 25% on the date that is three months from the date of grant, and a further 25% on each successive date that is three months from the date of the previous vesting; or
 - (ii) such longer vesting period as the Board may determine;
- (i) Term of Option - An Option can be exercisable for a maximum of 10 years from the Effective Date.
- (j) Expiry Date Options may be exercised after the Service Provider has left his/her employ/office or has been advised by the Company that his/her services are no longer required or his/her service contract has expired, until the term applicable to such Options expires, except as follows:
 - (i) in the case of the death of an Optionee, any vested Option held by him at the date of death will become exercisable by the Optionee's lawful personal representatives, heirs or executors until the earlier of one year after the date of death of such Optionee and the date of expiration of the term otherwise applicable to such Option;
 - (ii) an Option granted to any Service Provider will expire 90 days (or such other time, not to exceed one year, as shall be determined by the Board as at the date of grant or agreed to by the Board and the Optionee at any time prior to expiry of the Option) after the date the Optionee ceases to be employed by or provide services to the Company, and only to the extent that such Option was vested at the date the Optionee ceased to be so employed by or to provide services to the Company; and
 - (iii) in the case of an Optionee being dismissed from employment or service for cause, such Optionee's Options, whether or not vested at the date of dismissal will immediately terminate without right to exercise same.
- (k) Assignability of Options - all Options will be exercisable only by the Optionee to whom they are granted and will not be assignable or transferable.
- (l) Amendment of the Plan by the Board - Subject to the prior receipt of any necessary Regulatory Approval, the Board may in its absolute discretion, amend or modify the Fixed Share Option Plan as follows:
 - (a) it may make amendments which are of a typographical, grammatical or clerical nature only;
 - (b) it may make amendments necessary as a result in changes in securities laws applicable to the Company;

- (c) if the Company becomes listed or quoted on a stock exchange or stock market senior to the CSE, it may make such amendments as may be required by the policies of such senior stock exchange or stock market; and
 - (d) it may make such amendments as reduce, and do not increase, the benefits of this Fixed Share Option Plan to Service Providers.
- (m) Amendments Requiring Disinterested Shareholder Approval - The Company will be required to obtain disinterested shareholder approval prior to any of the following actions becoming effective:

The Fixed Share Option Plan, together with all of the Company's other previous Share Compensation Arrangements, could result at any time in:

- (i) the aggregate number of Common Shares reserved for issuance under Options granted to Insiders exceeding 10% of the Outstanding Shares in the event that this Plan is amended to reserve for issuance more than 10% of the Outstanding Shares;
 - (ii) the number of Optioned Shares issued to Insiders within a one-year period exceeding 10% of the Outstanding Shares in the event that this Fixed Share Option Plan is amended to reserve for issuance more than 10% of the Outstanding Shares; or,
 - (iii) the issuance to any one Optionee, within a 12-month period, of a number of Common Shares exceeding 5% of the Outstanding Shares.
- (n) Take Over Bid - If a Take Over Bid is made to the shareholders generally then the Company shall immediately upon receipt of notice of the Take Over Bid, notify each Optionee currently holding an Option of the Take Over Bid, with full particulars thereof whereupon such Option may, notwithstanding any vesting requirements set out in the Option Commitment, be immediately exercised in whole or in part by the Optionee, subject to any necessary regulatory approval.
- (o) Black-Out Period - The Fixed Share Option Plan also contains a "black-out" provision. Should the Expiry Date for an Option fall within a Blackout Period, or within nine (9) Business Days following the expiration of a Blackout Period, such Expiry Date shall, subject to any necessary regulatory approval, be automatically extended without any further act or formality to that day which is the tenth (10th) Business Day after the end of the Blackout Period, such tenth Business Day to be considered the Expiry Date for such Option for all purposes under the Plan. Notwithstanding provisions in the Fixed Share Option Plan, the tenth Business Day period referred to in this Fixed Share Option Plan may not be extended by the Board.
- (p) Options Under the Current Rolling Plan - Any Options granted under the terms of the Company's Current Rolling Plan will be governed by the terms of the Fixed Share Option Plan and shall be subject to the provisions of the Fixed Share Option Plan and to the extent legal to do so, shall be deemed to have been granted under the Fixed Share Option Plan.

A copy of the new Fixed Share Option Plan will be available at the Meeting for review by any shareholder of the Company.

Fixed Share Option Plan - Ordinary Shareholder Resolution

At the Meeting, Shareholders will be asked to consider and, if deemed advisable, to approve the following ordinary resolution to ratify, confirm and approve adoption of the Fixed Share Option Plan:

"Be it **RESOLVED** that:

1. the Company's current rolling option plan dated September 17, 2014 be terminated, except with respect to options currently outstanding thereunder, which will be, to the extent allowable, deemed to

have been granted under the Fixed Share Option Plan (the “**Fixed Option Plan**”) adopted by the Board of Directors of the Company (the “**Board**”) on October 24, 2016;

2. the effective date of the Fixed Option Plan shall be October 24, 2016;
3. subject to all required regulatory approvals, the Fixed Option Plan be is hereby approved, ratified and confirmed, and the Fixed Option Plan be forthwith adopted and implemented by the Company, with such further deletions, additions and other amendments as are required by any securities regulatory authority or which are not substantive in nature and the Chief Executive Officer of the Company deems necessary or desirable;
4. the Board (or such other committee the Board may appoint), be and is hereby appointed to be the Administrator under the Fixed Option Plan, such appointment to be effective until revoked by resolution of the Board;
5. the Company be and is hereby authorized to grant Options under and subject to the terms and conditions of the Fixed Option Plan, which may be exercised to purchase up to a maximum of 4,552,785 Common Shares;
6. the maximum number of Common Shares issuable to Insiders of the Company under security-based compensation arrangements, including the Company’s Fixed Option Plan and Deferred Share Unit Plan (“the **DSU Plan**”) at any time cannot exceed 10% of the issued and outstanding Shares of the Company without disinterested shareholder approval;
7. the Board (or such other committee the Board may appoint), be and is hereby authorized and directed to execute on behalf of the Company, the form of Option Commitment attached as a Schedule to the Fixed Option Plan, providing for the grant of Options to Eligible Persons under the Fixed Option Plan;
8. the Company be and is hereby authorized to allot and issue as fully paid and non-assessable that number of Common Shares specified in the Fixed Option Plan granted to Eligible Persons; AND THAT any two authorized persons of the Company be authorized to execute such treasury order or treasury orders as may be necessary to effect such issuance of Common Shares; and
9. any one or more of the directors and officers of the Company be authorized to perform all such acts, deeds and things and execute, under seal of the Company or otherwise, all such documents as may be required to give effect to this resolution.”

The Board recommends that the shareholders vote **IN FAVOUR** of the Fixed Share Option Plan Resolution. **In the absence of a contrary instruction, the person(s) designated by Management of the Company in the enclosed form of Proxy intend to vote FOR the Fixed Share Option Plan.**

An *ordinary resolution* is a resolution passed by the shareholders of the Company at a general meeting by a simple majority of the votes cast in person or by proxy.

The Board has concluded that the adoption of the DSU Plan and the Fixed Share Option Plan is in the best interests of the Company and its Shareholders. Accordingly, the Board unanimously recommends that Shareholders ratify, confirm and approve the DSU Plan and the Fixed Share Option Plan by voting FOR both the Disinterested Shareholder Resolution approving the DSU Plan and the ordinary resolution to approve the Fixed Share Option Plan at the Meeting.

Unless the Shareholder has specified in the Proxy that his or her Common Shares are to be voted against such resolutions, any Proxies received in favour of management will be voted in favour of both the disinterested shareholder resolution to approve adoption of the DSU Plan, and in favour of the ordinary resolution to approve adoption of the Fixed Share Option Plan.

10% Rolling Share Option Plan

Failing approval of the ordinary resolution to adopt the Fixed Share Option Plan, the Company will revert to its Current Rolling Plan, the material terms of which are set out herein, which was last approved for continuation by the shareholders at the Company's annual general meeting held November 4, 2015.

Failing approval of the ordinary resolution to adopt the Fixed Share Option Plan, Shareholders will be asked at the Meeting to approve continuation of the Current Rolling Plan, with or without variation, as follows:

“Failing approval of the ordinary resolution to adopt the Company's Fixed Share Option Plan dated October 24, 2016; now therefore be it **RESOLVED** that the Company's 10% rolling share option plan dated for reference September 17, 2014 be and is hereby ratified, confirmed and approved for continuation until the next annual general meeting of the Company.”

ANY OTHER MATTERS

Management of the Company knows of no matters to come before the Meeting other than those referred to in the Notice of Annual and Special Meeting accompanying this Information Circular. However, if any other matters properly come before the Meeting, it is the intention of the persons named in the form of proxy accompanying this Information Circular to vote the same in accordance with their best judgment of such matters.

ADDITIONAL INFORMATION

Additional information regarding the Company and its business activities is available on the Company's profile on SEDAR website located at www.sedar.com. The Company's financial information is provided in the Company's audited comparative financial statements and related management discussion and analysis for its most recently completed financial year and may be viewed on the SEDAR website at the website noted above. Shareholders of the Company may request copies of the Company's financial statements and related management discussion and analysis by contacting the Company at:

Rockshield Capital Corp.
#1305 – 1090 W. Georgia Street
Vancouver, BC, V6E 3V7
Tel: (604) 685-9316 | Fax: (604) 683-1585

BOARD APPROVAL

The contents of this Information Circular and its distribution to shareholders have been approved by the Board.

DATED at Vancouver, British Columbia, October 25, 2016.

BY ORDER OF THE BOARD

"David Doherty"

David Doherty,
President and CEO

Schedule A

This is Schedule A to the Information Circular of Rockshield Capital Corp.

ROCKSHIELD CAPITAL CORP.

DIRECTORS' AND OFFICERS' DEFERRED SHARE UNIT PLAN

ROCKSHIELD CAPITAL CORP.
(the “Company”)

DIRECTORS AND OFFICERS DEFERRED SHARE UNIT PLAN

1. PURPOSE OF THE PLAN

- 1.1 This Plan has been established by the Company to promote the interests of the Company by attracting and retaining qualified persons to serve on the Board, or as senior officers of the Company, and to promote a greater alignment of long term interests between such Participants and the shareholders of the Company.

2. PLAN DEFINITIONS AND INTERPRETATIONS

In this Plan, the following terms have the following meanings:

- (a) **“Account”** means an account maintained for each Participant on the books of the Company which will be credited with Deferred Share Units, in accordance with the terms of the Plan.
- (b) **“Applicable Law”** means any applicable provision of law, domestic or foreign, including, without limitation, applicable securities legislation, together with all regulations, rules, policy statements, rulings, notices, orders or other instruments promulgated thereunder and Stock Exchange Rules.
- (c) **“Board”** means the Board of Directors of the Company.
- (d) **“Change of Control”** means:
- (i) the acquisition whether directly or indirectly, by a person or company, or any persons or companies acting jointly or in concert (as determined in accordance with the Securities Act (British Columbia) and the rules and regulations thereunder) of voting securities of the Company which, together with any other voting securities of the Company held by such person or company or persons or companies, constitute, in the aggregate, more than 50% of all outstanding voting securities of the Company;
 - (ii) (an amalgamation, arrangement or other form of business combination of the Company with another company which results in the holders of voting securities of that other company holding, in the aggregate, 50% or more of all outstanding voting securities of the Company (including a merged or successor company) resulting from the business combination; or
 - (iii) the sale, lease or exchange of all or substantially all of the property of the Company to another person, other than a subsidiary of the Company or other than in the ordinary course of business of the Company.

- (e) **“Committee”** means any Committee of the Board specifically directed by the Board, from time to time, to administer any grants and exercises of DSUs (defined below) effected under the DSU Plan (defined below).
- (f) **“Common Shares”** means common shares of the Company and includes any securities of the Company into which such Common Shares may be converted, reclassified, re-designated, subdivided, consolidated, exchanged or otherwise changed, pursuant to a Reorganization or otherwise.
- (g) **“Company”** means Rockshield Capital Corp. and its respective successors and assigns, and any reference in the Plan to action by the Company means action by or under the authority of the Board or any person or committee that has been designated for the purpose by the Board including, without limitation, the Committee.
- (h) **“CSE”** means the Canadian Securities Exchange.
- (i) **“DSU”** or **“Deferred Share Unit”** means a unit credited to a Participant by way of a bookkeeping entry in the books of the Company pursuant to this Plan, the value of which is equivalent in value to a Common Share.
- (j) **“Grant”** means any Deferred Share Unit credited to the Account of a Participant.
- (k) **“Insider”** has the meaning provided for purposes of the CSE relating to Security Based Compensation Arrangements.
- (l) **“Notice of Redemption”** means written notice, on a prescribed form, by the Participant, or the administrator or liquidator of the estate of the Participant, to the Company of the Participant’s wish to redeem his or her Deferred Share Units.
- (m) **“Participant”** means a director of the Company who is designated by the Board or the Committee as eligible to participate in the Plan.
- (n) **“Plan”** means this Directors and Officers Deferred Share Unit Plan.
- (o) **“Redemption Date”** means the date that a Notice of Redemption is received by the Company; provided in the case of a U.S. Eligible Participant, however, the Redemption Date will be made the earlier of (i) “separation from service” within the meaning of Section 409A of the Code, or (ii) within 90 days of the U.S. Eligible Participant’s death.
- (p) **“Reorganization”** means any (i) capital reorganization, (ii) merger, (iii) amalgamation, or (iv) arrangement or other scheme of reorganization.
- (q) **“Section 409A”** means Section 409A of the *U.S. Internal Revenue Code of 1986, as amended*, and the Treasury Regulations promulgated thereunder as in effect from time to time.

- (r) “**Security Based Compensation Arrangement**” has the meaning defined in the provisions of the CSE Company Manual relating to security based compensation arrangements.
- (s) “**Share Price**” means the average of the five (5) closing trade prices of the Common Shares on the CSE over the five (5) consecutive trading days immediately preceding (a) in the case of a Grant, the Grant Date as defined below, or (b) in the case of a redemption, the Redemption Date, as applicable, or in the event such shares are not traded on the CSE, the fair market value of such shares as determined by the Board or the Committee acting in good faith.
- (t) “**Stock Exchange Rules**” means the applicable rules of the CSE or any stock exchange upon which the Common Shares are listed.
- (u) “**Termination Date**” means the date of a Participant’s death, or retirement from, or loss of office with the Company, within the meaning of paragraph 6801(d) of the regulations under the *Income Tax Act* (Canada), including the Participant’s resignation, retirement, removal from the Board, death or otherwise.
- (v) “**U.S. Eligible Participant**” refers to a Participant who, at any time during the period from the date Deferred Share Units are granted to the Participant to the date such Deferred Share Units are redeemed by the Participant, is subject to income taxation in the United States on the income received for his or her services as a director of the Company and who is not otherwise exempt from U.S. income taxation under the relevant provisions of the *U.S. Internal Revenue Code of 1986*, as amended, or the *Canada-U.S. Income Tax Convention*, as amended from time to time.

3. DIRECTOR COMPENSATION

3.1 **Establishment of Annual Base Compensation**

An annual compensation amount (the "**Annual Base Compensation**") payable to Directors (hereafter "**Directors**") and officers, being individuals holding senior management positions (hereafter "**Officers**") with the Company who are not already elected directors of the Company, shall be established from time-to-time by the Committee. The amount of Annual Base Compensation will be reported annually in the Company’s management information circular.

3.2 **Payment of Annual Base Compensation**

- (a) The Annual Base Compensation shall be payable in quarterly installments, with each installment payable as promptly as practicable following the last business day of the fiscal quarter to which it applies. Quarterly payments shall be pro-rated if Board, or Officer, service commences or terminates during a fiscal quarter. The number of DSUs to be paid and the terms of the DSUs shall be determined as provided in the following sections of this Plan.

- (b) Each Director or Officer may elect to receive in DSUs up to 100% of his or her Annual Base Compensation by completing and delivering a written election to the Company on or before November 15th of the calendar year ending immediately before the calendar year with respect to which the election is made. Such election will be effective with respect to compensation payable for fiscal quarters beginning during the calendar year following the date of such election. Further, where an individual becomes a Director or Officer for the first time during a fiscal year and such individual has not previously participated in a plan that is required to be aggregated with this Plan for purposes of Section 409A, such individual may elect to participate in the Plan with respect to fiscal quarters of the Company commencing after the Company receives such individual's written election, which election must be received by the Company no later than 30 days after such individual's election as a Director or appointment as Officer. For greater certainty, new Directors and Officers will not be entitled to receive DSUs pursuant to an election for the quarter in which they submit their first election to the Company or any previous quarter. Elections hereunder shall be irrevocable with respect to compensation earned during the period to which such election relates.
- (c) All DSUs granted with respect to Annual Base Compensation will be credited to the Director's or Officer's Account when such Annual Base Compensation is payable (the "**Grant Date**").
- (d) The Director's or Officer's Account will be credited with the number of DSUs calculated to the nearest thousandths of a DSU, determined by dividing the dollar amount of compensation payable in DSUs on the Grant Date by the Share Price. Fractional Common Shares will not be issued on redemption of DSUs and any fractional entitlements will be rounded down to the nearest whole number.

3.3 **Additional Deferred Share Units**

In addition to DSUs granted pursuant to Section 3.2, the Committee, may award such number of DSUs to a Participant as the Committee deems advisable to provide the Participant with appropriate equity-based compensation for the services he or she renders to the Company. The Committee shall determine the date on which such DSUs may be granted and the date as of which such DSUs shall be credited to a Participant's Account. The Company and a Participant who receives an award of DSUs pursuant to this Section 3.3 shall enter into a DSU award agreement, in the form attached as Schedule A hereto, to evidence the award and the terms applicable thereto.

4. ADMINISTRATION OF DSU ACCOUNTS

4.1 **Administration of Plan**

The Committee shall have the power, where consistent with the general purpose and intent of the Plan and subject to the specific provisions of the Plan:

- (a) to establish policies and to adopt rules and regulations for carrying out the purposes, provisions and administration of the Plan and to amend and rescind such rules and regulations from time to time;
- (b) to interpret and construe the Plan and to determine all questions arising out of the Plan and any such interpretation, construction or determination made by the Committee shall be final, binding and conclusive for all purposes;
- (c) to prescribe the form of the instruments used in conjunction with the Plan; and
- (d) to determine which Directors and Officers are eligible to participate in the Plan.

4.2 **Redemption of Deferred Share Units**

- (a) Each Participant shall be entitled to redeem his or her Deferred Share Units during the period commencing on the business day immediately following the Termination Date and ending on the 90th day following the Termination Date by providing a written Notice of Redemption to the Company. In the event of death of a Participant, the Notice of Redemption shall be filed by the legal representative of the Participant. In the case of a U.S. Eligible Participant, however, the redemption will be deemed to be made on the earlier of (i) "separation from service" within the meaning of Section 409A, or (ii) within 90 days of the U.S. Eligible Participant's death.
- (b) Upon redemption, the Participant shall be entitled to receive, and the Company shall issue or provide:
 - (i) subject to shareholder approval of this Plan and the limitations set forth in Section 6.2 below, a number of Common Shares issued from treasury equal to the number of DSUs in the Participant's Account, net of any applicable deductions and withholdings;
 - (ii) subject to and in accordance with any Applicable Law, a number of Common Shares purchased by an independent administrator of the Plan in the open market for the purposes of providing Common Shares to Participants under the Plan equal in number to the DSUs in the Participant's Account, net of any applicable deductions and withholdings;
 - (iii) the payment of a cash amount to a Participant equal to the number of DSUs multiplied by the Share Price, net of any applicable deductions and withholdings; or
 - (iv) any combination of the foregoing, as determined by the Company, in its sole discretion.

4.3 **Payment Notwithstanding**

Notwithstanding any other provision of this Plan, all amounts payable to, or in respect of, a Participant hereunder shall be paid on or before December 31 of the calendar year commencing immediately after the Participant's Termination Date.

5. ALTERATION OF NUMBER OF SHARES SUBJECT TO THE PLAN

5.1 **Subdivisions or Consolidations**

In the event that the Common Shares shall be subdivided or consolidated into a different number of Common Shares or a distribution shall be declared upon the Common Shares payable in Common Shares, the number of DSUs then recorded in the Director's Account shall be adjusted by replacing such number by a number equal to the number of Common Shares which would be held by the Director immediately after the distribution, subdivision or consolidation, should the Director have held a number of Common Shares equal to the number of DSUs recorded in the Director's Account on the record date fixed for such distribution, subdivision or consolidation.

5.2 **Reorganizations**

In the event there shall be any change, other than as specified in Section 5.1, in the number or kind of outstanding Common Shares or of any shares or other securities into which such Common Shares shall have been changed or for which they shall have been exchanged, pursuant to a Reorganization or otherwise, then there shall be substituted for each Common Share referred to in the Plan or for each share into which such Common Share shall have been so changed or exchanged, the kind of securities into which each outstanding Common Share shall be so changed or exchanged and an equitable adjustment shall be made, if required, in the number of DSUs then recorded in the Director's or Officer's Account, such adjustment, if any, to be reasonably determined by the Committee and to be effective and binding for all purposes.

5.3 **Adjustments**

In the case of any such substitution, change or adjustment as provided for in this Section 5, the variation shall generally require that the number of DSUs then recorded in the Director's or Officer's Account prior to such substitution, change or adjustment will be proportionately and appropriately varied.

6. RESTRICTIONS ON ISSUANCES

6.1 **Maximum Number of DSUs**

DSUs may be granted by the Company in accordance with this Plan provided the aggregate number of DSUs outstanding pursuant to the Plan from time to time shall not exceed [4,552,785] issued and outstanding Common Shares from time to time. The maximum number of Shares issuable pursuant to all Security Based Compensation Arrangements, at any time, including to Insiders, shall not exceed 20% of the total number of outstanding Shares, without obtaining approval of the disinterested shareholders of the Company.

6.2 **Insider Participation Limits**

The maximum number of Shares issued to Insiders pursuant to the Plan, together with any Shares issued pursuant to any other Security Based Compensation Arrangement, within any one year period, shall not exceed 4,552,785 Common Shares, being 10% of the total number of common shares issued and outstanding as at the date hereof, without obtaining approval of the disinterested shareholders of the Company.

7. AMENDMENT, SUSPENSION OR TERMINATION OF THE PLAN

7.1 **Amendment to the Plan**

Until such time as the Company receives shareholder approval of the issuances from treasury contemplated in Section 4.2(b)(i), the Plan may be amended, suspended or terminated at any time by the Board in whole or in part. No amendment of the Plan shall, without the consent of the Participants affected by the amendment, or unless required by Applicable Law, adversely affect the rights accrued to such Participants with respect to DSUs granted prior to the date of the amendment.

Following shareholder approval of any issuances from treasury as contemplated in Section 4.2(b)(i), the Committee may at any time, and from time to time, and without shareholder approval, amend any provision of the Plan, subject to any regulatory or stock exchange requirement at the time of such amendment, including, without limitation:

- (a) for the purposes of making formal minor or technical modifications to any of the provisions of the Plan including amendments of a “clerical” or “housekeeping” nature;
- (b) to correct any ambiguity, defective provision, error or omission in the provisions of the Plan including amendments of a “clerical” or “housekeeping” nature;
- (c) amendments to the termination provisions of Section 7.2;
- (d) amendments necessary or advisable because of any change in Applicable Laws;
- (e) amendments to the transferability of Deferred Share Units provided for in Sections 8.2 and 8.10;
- (f) amendments to Section 4.1 relating to the administration of the Plan; and
- (g) any other amendment, fundamental or otherwise, not requiring shareholder approval under Applicable Laws;

provided, however, that:

- (h) no such amendment of the Plan may be made without the consent of each affected Participant in the Plan if such amendment would adversely affect the rights of such affected Participant(s) under the Plan; and
- (i) shareholder approval shall be obtained for any amendment:
 - (i) to Section 6.1 in order to increase the maximum number of Deferred Share Units which may be issued under this Plan (other than pursuant to Section 5);

- (ii) to Section 7.1; or
- (iii) to the definition of "Participant".

7.2 **Plan Termination**

The Committee may decide to discontinue granting awards under the Plan at any time in which case no further Deferred Share Units shall be awarded or credited under the Plan. Any Deferred Share Units which remain outstanding in a Participant's Account at that time shall continue to be dealt with according to the terms of the Plan. The Plan shall terminate when all payments owing pursuant to Section 4.2 of the Plan have been made and all Deferred Share Units have been cancelled in all Participants' Accounts.

8. GENERAL PROVISIONS

8.1 **Withholding**

The Company shall not have any responsibility for or in respect of the tax consequences of a grant of Deferred Share Units to, or the receipt of Deferred Share Units or payout in respect thereof by, Participants under this Plan. The Company may withhold from any amount payable to a Participant, either under this Plan, or otherwise, such amount as may be necessary or desirable as determined by the Company in its sole discretion so as to ensure that the Company will be able to comply with the applicable provisions of any federal, provincial, state or local law relating to the withholding or remittance of tax or other required deductions or amounts, including on the amount, if any, includable in the income of a Participant. The Company shall also have the right in its discretion to satisfy any such withholding tax liability by retaining, acquiring or selling (on such terms as the Company determines in its sole discretion, and, in the case of a sale, without any requirement to obtain the best possible price) on behalf of a Participant any Common Shares which would otherwise be issued or provided to a Participant hereunder, or to require a Participant, as a condition of receiving anything under this Plan, to deliver cash or certified cheque payable to the Company for the amount of applicable tax as determined by the Company in its sole discretion.

8.2 **Assignability**

No right to receive payment of DSUs and other benefits under the Plan shall be transferable or assignable by a Participant except by will or laws of descent and distribution.

8.3 **Unfunded Plan**

Unless otherwise determined by the Committee the Plan shall be unfunded. To the extent any Participant or his or her estate holds any rights by virtue of a grant of Deferred Share Units under the Plan, such rights (unless otherwise determined by the Committee) shall be no greater than the rights of an unsecured creditor of the Company.

8.4 **Final Determination**

Any determination or decision by or opinion of the Committee made or held pursuant to the terms of the Plan shall be final, conclusive and binding on all parties concerned. All rights, entitlements and obligations of Participants under the Plan are set forth in the terms of the Plan and cannot be modified by any other documents, statements or communications, except by Plan amendments referred to in Section 7.1 of the Plan.

8.5 **No Right to Employment**

Participation in the Plan shall not be construed to give any Participant a right to be retained as a Director.

8.6 **No Other Benefit**

No amount will be paid to, or in respect of, a Participant under the Plan to compensate for a downward fluctuation in the price of Common Shares nor will any other form of benefit be conferred upon, or in respect of, a Participant for such purpose.

8.7 **No Shareholder Rights**

Under no circumstances shall Deferred Share Units be considered Common Shares nor shall they entitle any Participant to exercise voting rights or any other rights attaching to the ownership of Common Shares nor shall any Participant be considered the owner of Common Shares by virtue of the award of Deferred Share Units.

8.8 **Reorganization of the Company**

The existence of any Deferred Share Units shall not affect in any way the right or power of the Company or its shareholders to make or authorize any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, or any amalgamation, combination, merger or consolidation involving the Company or to create or issue any bonds, debentures, shares or other securities of the Company or the rights and conditions attaching thereto or to affect the dissolution or liquidation of the Company or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar nature or otherwise.

8.9 **Successors and Assigns**

The Plan shall be binding on all successors and assigns of the Company.

8.10 **General Restrictions and Assignment**

Except as required by law, the rights of a Participant under the Plan are not capable of being anticipated, assigned, transferred, alienated, sold, encumbered, pledged, mortgaged or charged and are not capable of being subject to attachment or legal process for the payment of any debts or obligations of the Participant.

8.11 Section 409A

It is intended that the provisions of this Plan comply with Section 409A, and all provisions of this Plan shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A. Notwithstanding anything in the Plan to the contrary, the following will apply with respect to the rights and benefits of U.S. Eligible Participants under the Plan:

- (a) Except as permitted under Section 409A, any deferred compensation (within the meaning of Section 409A) payable to or for the benefit of a U.S. Eligible Participant may not be reduced by, or offset against, any amount owing by the U.S. Eligible Participant to the Company or any of its affiliates.
- (b) If a U.S. Eligible Participant becomes entitled to receive payment in respect of any Deferred Share Units as a result of his or her “separation from service” (within the meaning of Section 409A), and the U.S. Eligible Participant is a “specified employee” (within the meaning of Section 409A) at the time of his or her separation from service, and the Committee makes a good faith determination that (i) all or a portion of the Deferred Share Units constitute “deferred compensation” (within the meaning of Section 409A) and (ii) any such deferred compensation that would otherwise be payable during the six-month period following such separation from service is required to be delayed pursuant to the six-month delay rule set forth in Section 409A in order to avoid taxes or penalties under Section 409A, then payment of such “deferred compensation” shall not be made to the U.S. Eligible Participant before the date which is six months after the date of his or her separation from service (and shall be paid in a single lump sum on the first day of the seventh month following the date of such separation from service) or, if earlier, the U.S. Eligible Participant’s date of death.
- (c) A U.S. Eligible Participant’s status as a specified employee shall be determined by the Company as required by Section 409A on a basis consistent with the regulations under Section 409A and such basis for determination will be consistently applied to all plans, programs, contracts, agreements, etc. maintained by the Company that are subject to Section 409A.
- (d) Each U.S. Eligible Participant, any beneficiary or the U.S. Eligible Participant’s estate, as the case may be, is solely responsible and liable for the satisfaction of all taxes and penalties that may be imposed on or for the account of such U.S. Eligible Participant in connection with this Plan (including any taxes and penalties under Section 409A), and neither the Company nor any affiliate shall have any obligation to indemnify or otherwise hold such U.S. Eligible Participant or beneficiary or the U.S. Eligible Participant’s estate harmless from any or all of such taxes or penalties.
- (e) In the event that the Committee determines that any amounts payable hereunder will be taxable to a Participant under Section 409A prior to payment to such Participant of such amount, the Company may (i) adopt such amendments to the Plan and Deferred Share Units and appropriate policies and procedures, including amendments and policies with

retroactive effect, that the Committee determines necessary or appropriate to preserve the intended tax treatment of the benefits provided by the Plan and Deferred Share Units hereunder and/or (ii) take such other actions as the Committee determines necessary or appropriate to avoid or limit the imposition of an additional tax under Section 409A.

- (f) Notwithstanding the provisions in Section 7, upon termination of the Plan payments will be made in accordance with the regulations issued under 409A regarding payments upon the termination of a nonqualified deferred compensation plan.

8.12 Forfeiture Provision

If a Participant is subject to tax under the *Income Tax Act* (Canada) and also is a U.S. Eligible Participant with respect to DSUs, the following special rules regarding forfeiture of such Deferred Share Units will apply if the Participant's DSUs are subject to Section 409A. For greater clarity, these forfeiture provisions are intended to avoid adverse tax consequences under Section 409A and/or under paragraph 6801(d) of the regulations under the *Income Tax Act* (Canada), that may result because of the different requirements as to the time of settlement of Deferred Share Units with respect to a Participant's "separation from service" (within the meaning of Section 409A) ("**Separation From Service**") and his retirement or loss of office (under tax laws of Canada). If a Participant otherwise would be entitled to payment of DSUs in any of the following circumstances, such DSUs shall instead be immediately and irrevocably forfeited (for greater certainty, without any compensation therefore):

- (a) a Participant experiences a Separation From Service as a result of a permanent decrease in the level of services provided to less than 20% of his past service in circumstances that do not constitute a retirement from, or loss of office with the Company or an affiliate thereof, within the meaning of paragraph 6801(d) of the regulations under the *Income Tax Act* (Canada); or
- (b) a Participant experiences a Separation From Service upon ceasing to be a director while continuing to provide services as an employee in circumstances that do not constitute a retirement from, or loss of office with the Company or an affiliate thereof, within the meaning of paragraph 6801(d) of the regulations under the *Income Tax Act* (Canada); or
- (c) a Participant experiences a serious disability that continues for more than 29 months in circumstances that constitute a Separation from Service and do not constitute a retirement from, or loss of office with, the Company or an affiliate thereof, within the meaning of paragraph 6801(d) of the regulations under the *Income Tax Act* (Canada); or
- (d) a Participant experiences a retirement from, or loss of office with the Company or an affiliate thereof, within the meaning of paragraph 6801(d) of the regulations under the *Income Tax Act* (Canada) by virtue of ceasing to act as a director, but he continues to provide services as an independent contractor such that he has not experienced a Separation From Service.

8.13 Interpretation

In this text, words importing the singular meaning shall include the plural and vice versa, and words importing the masculine shall include the feminine and neuter genders.

8.14 Governing Law

The validity, construction and effect of the Plan and any actions taken or relating to the Plan shall be governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

8.15 Severability

The invalidity or unenforceability of any provision of the Plan shall not affect the validity or enforceability of any other provision and any invalid or unenforceable provision shall be severed from the Plan.

8.16 Effective Date

The effective date of this Plan shall be the 24th day of October, 2016 and it shall continue in effect thereafter subject to such renewals as are required under the rules of the CSE.

SCHEDULE A

FORM OF DEFERRED SHARE UNIT AGREEMENT

Rockshield Capital Corp. (the “**Company**”) hereby confirms the grant to the undersigned Recipient of Deferred Share Units (“**Units**”) described in the table below pursuant to the Company’s Deferred Share Unit Plan (the “**Plan**”), a copy of which Plan has been provided to the undersigned Recipient.

No. of Units	Trigger Date	Expiry Date

[include any specific/additional vesting period or Performance Conditions]

DATED _____, 20____.

ROCKSHIELD CAPITAL CORP.

Per: _____
Authorized Signatory

The undersigned hereby accepts such grant, acknowledges being a Recipient under the Plan, agrees to be bound by the provisions thereof and agrees that the Plan will be effective as an agreement between the Company and the undersigned with respect to the Units granted or otherwise issued to it.

DATED _____, 20____.

Witness (Signature)

Name (please print)

Address

City, Province

Occupation

Recipient’s Signature

Name of Recipient (print)