

EUREKA RESOURCES INC.
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INFORMATION CIRCULAR
as at February 13, 2018 *(except as otherwise indicated)*

This Information Circular is furnished in connection with the solicitation of proxies by the management of Eureka Resources Inc. (the “Company”) for use at the annual general and special meeting (the “Meeting”) of its shareholders to be held on March 22, 2018 at the time and place and for the purposes set forth in the accompanying notice of the Meeting.

In this Information Circular, references to “the Company”, “we” and “our” refer to Eureka Resources Inc., “Common Shares” means common shares without par value in the capital of the Company. “Beneficial Shareholders” means shareholders who do not hold Common 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. Any amounts reported in this Information Circular after October 31, 2017 are unaudited.

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, regular employees of the Company and the Company may retain the services of a proxy solicitation agent to assist in the solicitation of proxies. 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.

Appointment of Proxyholders

The individuals named in the accompanying form of proxy (the “**Proxy**”) are officers and/or directors 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 management appointee acting as a proxyholder will vote in favour of each matter identified on the Proxy and, if applicable, for the nominees of management for directors and auditors as identified in the Proxy.

Registered Shareholders

Registered Shareholders may wish to vote by proxy whether or not they are able to attend the Meeting in person. Registered Shareholders electing to submit a proxy may do so by:

- (d) completing, dating and signing the enclosed form of proxy and returning it to the Company's transfer agent, Computershare Trust Company of Canada ("Computershare"), by fax within North America at 1-866-249-7775, outside North America at (416) 263-9524, or by mail to the 9th Floor, 100 University Avenue, Toronto, Ontario, M5J 2Y1 or by hand delivery at 2nd Floor, 510 Burrard Street, Vancouver, British Columbia, Canada V6C 3B9;
- (e) using a touch-tone phone to transmit voting choices to a toll free number. Registered shareholders must follow the instructions of the voice response system and refer to the enclosed proxy form for the toll free number, the holder's account number and the proxy access number; or
- (f) using the internet through Computershare's website at www.investorvote.com Registered Shareholders must follow the instructions that appear on the screen and refer to the enclosed proxy form for the holder's account number and the proxy access number;

in all cases 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 intermediaries. 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 Shareholders - 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).

The Company is taking advantage of the provisions of National Instrument 54-101 “*Communication with Beneficial Owners of Securities of a Reporting Issuer*” of the Canadian Securities Administrators which permits the Company to deliver proxy-related materials directly to its NOBOs. As a result NOBOs can expect to receive a scannable Voting Instruction Form (“**VIF**”) from our transfer agent, Computershare. The VIF is to be completed and returned to Computershare as set out in the instructions provided on the VIF. Computershare will tabulate the results of the VIFs received from NOBOs and will provide appropriate instructions at the Meeting with respect to the shares represented by the VIFs they receive.

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 has sent these materials directly to you, your name, address and information about your holdings of securities, were 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 VIF as specified in the request for voting instructions that was sent to you.

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 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, insert the name of the desired representative (which may be you) 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 or to have an alternate representative duly appointed to attend the Meeting and vote your Common Shares at the Meeting.**

Notice to Shareholders in the United States

The solicitation of proxies involve securities of an issuer located in Canada and is being effected in accordance with the corporate laws of the Province of British Columbia, Canada and securities laws of the provinces of Canada. The proxy solicitation rules under the United States Securities Exchange Act of 1934, as amended, are not applicable to the Company or this solicitation, and this solicitation has been prepared in accordance with the disclosure requirements of the securities laws of the provinces of Canada. Shareholders should be aware that disclosure requirements under the securities laws of the provinces of Canada differ from the disclosure requirements under United States securities laws.

The enforcement by Shareholders of civil liabilities under United States federal securities laws may be affected adversely by the fact that the Company is incorporated under the *Business Corporations Act*

(*British Columbia*), as amended, certain of its directors and its executive officers are residents of Canada and a substantial portion of its assets and the assets of such persons are located outside the United States. Shareholders may not be able to sue a foreign company or its officers or directors in a foreign court for violations of United States federal securities laws. It may be difficult to compel a foreign company and its officers and directors to subject themselves to a judgment by a United States court.

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 Computershare Investor Services Inc. or at the address of the registered office of the Company at 1500 Royal Centre, 1055 West Georgia Street, P.O. Box 11117, Vancouver, British Columbia, V6E 4N7, 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

No director or executive officer of the Company, or any person who has held such a position since the beginning of the last completed financial year end of the Company, nor any nominee for election as a director of the Company, nor any associate or affiliate of the foregoing persons, has any substantial or material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted on at the Meeting other than the election of directors and as may be set out herein.

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

The board of directors (the "**Board**") of the Company has fixed February 13, 2018 as the record date (the "**Record Date**") for determination of persons entitled to receive notice of the Meeting. Only shareholders of record at the close of business on the Record Date who either attend the Meeting personally or complete, sign and deliver a form of proxy in the manner and subject to the provisions described above will be entitled to vote or to have their Common Shares voted at the Meeting.

The Common Shares of the Company are listed for trading on the TSX Venture Exchange (the "**TSXV**"). As of the Record Date, there were 50,462,402 Common Shares issued and outstanding, each carrying the right to one vote. No group of shareholders has the right to elect a specified number of directors, nor is there cumulative or similar voting rights attached to the Common Shares.

To the knowledge of the directors and executive officers of the Company, no person or corporation beneficially owned, directly or indirectly, or exercised control or direction over, Common Shares carrying more than 10% of the voting rights attached to all outstanding Common Shares of the Company as at the Record Date.

VOTES NECESSARY TO PASS RESOLUTIONS

A simple majority of affirmative votes cast at the Meeting is required to pass the ordinary resolutions described herein. Special resolutions described herein must be passed by at least two-thirds of the votes cast at the Meeting.

ELECTION OF DIRECTORS

The number of directors was last determined at five, and it is proposed that the size of the board of directors be set at six persons for the ensuing year. Shareholders will be asked to approve an ordinary resolution that the number of directors to be elected be set at six.

The term of office of each of the current directors will end at the conclusion of the Meeting. Unless the director's office is earlier vacated in accordance with the provisions of the *Business Corporations Act* (British Columbia) (the "Act"), each director elected will hold office until the conclusion of the next annual general meeting of the Company, or if no director is then elected until a successor is elected.

The following disclosure sets out the names of management's six nominees for election as directors, all major offices and positions with the Company and any of its significant affiliates each now holds, each nominee's principal occupation, the period of time during which each has been a director of the Company and the number of Common Shares of the Company beneficially owned by each, directly or indirectly, or over which each exercised control or direction, as at the Record Date.

Name of Nominee; Current Position with the Company and Province or State and Country of Residence	Principal Occupation with each Company or Employer	Period as a Director of the Company	Common Shares Beneficially Owned or Controlled ⁽¹⁾
Warren Stanyer ⁽²⁾ Director British Columbia, Canada	Director, Chairman, President and Chief Executive Officer of ALX Uranium Corp.; Director, President & Chief Executive Officer of Nevada Sunrise Gold Corporation	Since June 11, 2015	2,121,500 ⁽³⁾
John R. Kerr ⁽²⁾ Director British Columbia, Canada	Geologist	Since May 11, 2015	564,333 ⁽⁴⁾
Kristian Whitehead Director, VP Exploration British Columbia, Canada	President of Infiniti Drilling Corporation, and Vice President, Exploration of the Company.	Since July 4, 2011	1,098,666 ⁽⁵⁾⁽⁸⁾

Name of Nominee; Current Position with the Company and Province or State and Country of Residence	Principal Occupation with each Company or Employer	Period as a Director of the Company	Common Shares Beneficially Owned or Controlled⁽¹⁾
Michael D. Sweatman⁽²⁾ Director, President & CEO British Columbia, Canada	President of MDS Management Ltd., a Vancouver-based management consulting Company, President and Chief Executive Officer of the Company	Since June 11, 2015	2,789,000 ⁽⁶⁾⁽⁷⁾
Gary Vivian Director Northwest Territories, Canada	Geologist, Chairman of Aurora Geosciences	Since April 28, 2017	Nil ⁽⁹⁾
Brent Petterson Director and CFO British Columbia, Canada	Chief Financial Officer of Nevada Sunrise Gold Corporation; Director and Chief Financial Officer, Rotation Minerals Ltd.; Director and Chief Financial Officer of Sego Resources Inc., and Director and Chief Financial Officer of the Company	Since August 30, 2017	800,000 ⁽¹⁰⁾

Notes:

- (1) The information as to principal occupation, business or employment and Common Shares beneficially owned or controlled is not within the knowledge of the management of the Company and has been furnished by the respective nominees.
- (2) Member of the Audit Committee.
- (3) Mr. Stanyer holds options to purchase 200,000 Common Shares at a price of \$0.10 per Common Share, exercisable until June 23, 2020, options to purchase 100,000 Common Shares at a price of \$0.10 per Common Share, exercisable until June 27, 2021, and options to purchase 100,000 Common Shares at a price of \$0.13 per Common Share, exercisable until January 16, 2022. Mr. Stanyer also holds share purchase warrants for 50,000 Common Shares at a price of \$0.125 per Common Share, exercisable until April 29, 2018, share purchase warrants for 125,000 Common Shares at a price of \$0.15 per Common Share, exercisable until October 20, 2018, share purchase warrants for 100,000 Common Shares at a price of \$0.15 per Common Share, exercisable until October 26, 2018, and share purchase warrants for 27,750 Common Shares at a price of \$0.15 per Common Share, exercisable until May 31, 2019.
- (4) Mr. Kerr holds options to purchase 200,000 Common Shares at a price of \$0.10 per Common Share, exercisable until June 23, 2020, options to purchase 100,000 Common Shares at a price of \$0.10 per Common Share, exercisable until June 27, 2021, and options to purchase 100,000 Common Shares at a price of \$0.13 per Common Share, exercisable until January 16, 2022.
- (5) Mr. Whitehead holds options to purchase 200,000 Common Shares at a price of \$0.10 per Common Share, exercisable until June 23, 2020, options to purchase 100,000 Common Shares at a price of \$0.10 per Common Share, exercisable until June 27, 2021, and options to purchase 100,000 Common Shares at a price of \$0.13 per Common Share, exercisable until January 16, 2022. Mr. Whitehead also holds share purchase warrants for the purchase of 66,666 Common Shares at an exercise price of \$0.125 per Common Share, exercisable until April 29, 2018, share purchase warrants for the purchase of 250,000 Common Shares at an exercise price of \$0.15 and exercisable until October 26, 2018, share purchase warrants for the purchase of 50,000 Common Shares at an exercise price of \$0.15, exercisable until December 30, 2018, and share purchase warrants for 55,555 Common Shares at a price of \$0.15 per Common Share, exercisable until May 31, 2019.
- (6) Mr. Sweatman holds options to purchase 200,000 Common Shares at a price of \$0.10 per Common Share, exercisable until June 23, 2020, options to purchase 100,000 Common Shares at a price of \$0.10 per Common Share, exercisable until June 27, 2021, and options to purchase 100,000 Common Shares at a price of \$0.13 per Common Share, exercisable until January 16, 2022. Mr. Sweatman also holds share purchase warrants for the purchase of 300,000 Common Shares at an exercise price of \$0.125 per Common Share until June 10, 2020, share purchase warrants for the purchase of 50,000 Common Shares at an exercise price of \$0.20 per Common Share, exercisable until September 8, 2018, share purchase warrants for the purchase of 250,000 Common Shares at an exercise price of \$0.15 per Common Share, exercisable until October 20, 2018, share purchase warrants for the purchase of 25,000 Common Shares at an exercise price of \$0.15 per Common Share, exercisable until December 30, 2018, and share purchase warrants for 93,750 Common Shares at a price of \$0.15 per Common Share, exercisable until May 31, 2019.

- (7) Mr. Sweatman holds 210,000 Common Shares through his company, MDS Management Ltd.
- (8) Mr. Whitehead holds 700,000 Common Shares through his company, Infiniti Drilling Corporation.
- (9) Mr. Vivian holds options to purchase 200,000 Common Shares at a price of \$0.10 per Common Share, exercisable until April 28, 2022.
- (10) Mr. Petterson holds options to purchase 200,000 Common Shares at a price of \$0.10 per Common Share, exercisable until June 23, 2020, options to purchase 100,000 Common Shares at a price of \$0.10 per Common Share, exercisable until June 27, 2021, and options to purchase 100,000 Common Shares at a price of \$0.13 per Common Share, exercisable until January 16, 2022. Mr. Petterson also holds share purchase warrants for the purchase of 300,000 Common Shares at an exercise price of \$0.125 per Common Share until June 10, 2020, share purchase warrants for the purchase of 70,000 Common Shares at an exercise price of \$0.125 per Common Share, exercisable until April 29, 2018, share purchase warrants for the purchase of 25,000 Common Shares at an exercise price of \$0.20 per Common Share, exercisable until September 8, 2018, share purchase warrants for the purchase of 50,000 Common Shares at an exercise price of \$0.15 per Common Share, exercisable until October 20, 2018, share purchase warrants for the purchase of 100,000 Common Shares at an exercise price of \$0.15 per Common Share, exercisable until October 26, 2018, share purchase warrants for the purchase of 37,500 Common Shares at an exercise price of \$0.15 per Common Share, exercisable until December 30, 2018, and share purchase warrants for the purchase of 55,555 Common Shares at an exercise price of \$0.15 per Common Share, exercisable until May 31, 2019.

Occupation, Business or Employment of Director Nominees

Warren Stanyer, Director

Mr. Stanyer is a mineral exploration industry executive with over 20 years of experience in Canadian public company administration, as well as assisting in the planning and execution of exploration programs. Mr. Stanyer gained experience in the integration of modern exploration techniques to search for mineral deposits, especially in certain base metals, gold and uranium camps of northern Canada. He previously served as an officer with Pioneer Metals Corporation, a public gold and base metals exploration company, which was acquired by Barrick Gold Corporation in 2006, and until 2007 with UEX Corporation, a public uranium exploration company. From June 2008 to November 2009, Mr. Stanyer acted as President, CEO and a director of Northern Continental Resources Inc. until its acquisition by Hathor Exploration Ltd. In December 2010 he was appointed Chairman and COO, and from September 2011 until December 2012 served as director, President and CEO of Guyana Frontier Mining Corp. From October 2010, until December 2013, he acted as a director of Alpha Minerals Inc. until its acquisition by Fission Uranium Corp. Mr. Stanyer currently serves as a director of the Company, as a director, Chairman, President and CEO of ALX Uranium Corp., and as a director, CEO and President of Nevada Sunrise Gold Corporation.

John R. Kerr, Director

Mr. Kerr holds bachelor degrees in applied science and geological engineering from the University of British Columbia. Over the course of a 30+ year career he has been continuously engaged in mineral exploration and has extensive field experience throughout North America. Mr. Kerr has been a geological consulting engineer since 1970 and has held senior positions with a number of public companies, both as an officer and director. He has been involved with the discovery of a number of significant mineral deposits, including two producing mines and two additional projects currently awaiting production decisions.

Kristian Whitehead, Director

Mr. Kristian Whitehead is a graduate of the University of Victoria and has worked as an exploration geologist for several junior gold exploration companies including StrataGold Corporation, Hawthorne Gold Corporation, Chai Cha Na Mining, Hi Ho Silver Resources, Fire River Gold Corporation, Hunter Dickinson Group and Taseko Mines. Over the past fourteen years, Mr. Whitehead has worked on numerous exploration projects ranging from grassroots to production located in both North and South America. Mr. Whitehead is Vice President, Exploration, of the Company and is the president of Infiniti Drilling Corporation which has provided diamond drilling and geological consulting services to the exploration

industry since 2004. Mr. Whitehead brings experience in market reporting, quality control and assurance as well as project implementation, management and advancement.

Michael D. Sweatman, Director

Mr. Sweatman is a Chartered Professional Accountant and operates MDS Management Ltd., a Vancouver-based management consulting company, since November 1992. In addition, Mr. Sweatman serves on a number of reporting companies as director or officer and several other companies which are reporting companies listed on the TSX Venture Exchange. He has served as a director and officer of a number of companies over the past 30 years. Mr. Sweatman obtained his CA designation in 1982 and is a member of the CPABC and CPA Yukon. He obtained his Bachelor of Arts degree in Economics and Commerce in 1982 from Simon Fraser University.

Gary Vivian, Director

A geologist with over 40 years of experience in mineral exploration. Mr. Vivian has worked across Canada, in NB, QC, ON, MB, SK, AB, BC, YT, NU and NT. His management skills have been applied to large exploration programs combining drill management, geology and geophysics using an integrated and systematic approach. Through his guidance, AGL has been instrumental in discovering and delineating the Kennady Diamonds Inc. Kelvin and Faraday kimberlites. Mr. Vivian has also been involved in the discovery of Sunrise and Run Lake (VMS), Fishhook Lake and Damoti Lake (Gold). Mr. Vivian serves as Chairman of Aurora Geosciences.

Brent Petterson, Director

Mr. Petterson is a Chartered Professional Accountant and has been a member of the Audit Committee of several TSX Venture Exchange listed public companies over the past 10 years. As an officer, director and audit committee member of various public companies, Mr. Petterson is financially literate and familiar with the preparation and review of financial statements and the accounting principles used in preparing financial statements.

Cease Trade Orders and Bankruptcies

Mr. Sweatman was a director of Glenthorne Enterprises Inc. (“**Glenthorne**”) when trading of the securities of Glenthorne was halted on April 15, 2009 by the TSX Venture Exchange pending clarification of the company’s financial affairs. The securities resumed trading on May 28, 2009.

Mr. Sweatman was a director of Mega Precious Metals Inc. (“**Mega**”) From July 1998 until June 2015. In October 2002, trading in the common shares of Mega (then named Treat Systems Inc. (“**Treat**”) was halted by the TSX-V for failure to meet the tier maintenance requirements under the policies of the TSX-V and for having been designated as an inactive issuer for a period in excess of 18 months. In August 2003, the common shares were listed for trading on the NEX board of the TSX-V. In January 2008, Treat completed a “change of business” pursuant to the policies of the TSX-V. Treat’s name was changed to Mega Silver Inc. and the common shares resumed trading on the TSX-V on January 31, 2008.

Except as provided above, no proposed director of the Company is, as of the date of this Information Circular, or has been, within the 10 years prior to the date hereof, a director or chief executive officer or chief financial officer of any company (including the Company) that: (a) was subject to an order that was issued while the proposed director was acting in the capacity as director, chief executive officer or chief financial officer; or (ii) was subject to an order that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer.

No proposed director of the Company is, as at the date of this Information Circular, or has been within 10 years before the date of this Information Circular, a director or executive officer of any company (including the Company) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

No proposed director of the Company has, within the 10 years before the date of this Information Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director.

APPOINTMENT OF AUDITOR

Davidson & Company LLP, Chartered Accountants, Suite 1200, 609 Granville Street, Vancouver, British Columbia, will be nominated at the Meeting for re-appointment as auditor of the Company at remuneration to be fixed by the directors.

AUDIT COMMITTEE AND RELATIONSHIP WITH AUDITOR

National Instrument 52-110 “*Audit Committees*” of the Canadian Securities Administrators (“**NI 52-110**”) requires the Company, as a venture issuer, to disclose annually in its Information Circular certain information concerning the constitution of its audit committee and its relationship with its independent auditor, as set forth in the following:

The Audit Committee’s Charter

The audit committee has a charter. A copy of the audit committee charter is attached hereto as Schedule “B”.

Composition of the Audit Committee

The current members of the audit committee are Michael D. Sweatman, John R. Kerr, and Warren Stanyer. John R. Kerr is considered an independent member of the audit committee. Michael Sweatman is not considered to be independent, as he is the President and Chief Executive Officer of the Company. Mr. Stanyer is not considered to be independent as he is the President and Chief Executive Officer of Nevada Sunrise Gold Corporation, a company for which Michael D. Sweatman had, within the previous three years, served on the compensation committee. All members of the audit committee are considered to be financially literate.

Relevant Education and Experience

For relevant education and experience of the members of the audit committee, please see above heading “*Occupation, Business or Employment of Director Nominees*”.

All members of the audit committee have:

- (a) gained through their experience as directors and officers of publicly listed companies, an understanding of the accounting principles used by the issuer to prepare its financial statements, and the ability to assess the general application of those principles in connection with estimates, accruals and reserves;
- (b) experience preparing, auditing, analyzing or evaluating financial statements that present a breadth and level of complexity in accounting issues comparable to issues that the

Company can reasonably expect to arise in the issuer's financial statements; or experience actively supervising individuals engaged in such activities; and

- (c) an understanding of internal controls and procedures for financial reporting.

Audit Committee Oversight

The audit committee has not made any recommendations to the Board to nominate or compensate any auditor other than Davidson & Company LLP.

Reliance on Certain Exemptions

The Company's auditor, Davidson & Company LLP, has not provided any material non-audit services.

Pre-Approval Policies and Procedures

The audit committee has not adopted specific policies and procedures for the engagement of non-audit services. Subject to the requirements of NI 52-110, the engagement of non-audit services is considered by the Company's board of directors, and where applicable the audit committee, on a case-by-case basis.

External Auditor Service Fees

Fees incurred with Davidson & Company LLP for audit services in the last two fiscal years are outlined in the following table:

Nature of Services	Fees Paid to Auditor in Year Ended October 31, 2016	Fees Paid to Auditor in Year Ended October 31, 2017
Audit Fees ⁽¹⁾	\$19,000	\$19,000
Audit-Related Fees ⁽²⁾	\$Nil	\$380
Tax Fees ⁽³⁾	\$2,500	\$6,450
All Other Fees ⁽⁴⁾	\$Nil	\$Nil
Total	\$21,500	\$25,830

Notes:

- (1) "Audit Fees" include fees necessary to perform the annual audit and quarterly reviews of the Company's consolidated financial statements. Audit Fees include fees for review of tax provisions and for accounting consultations on matters reflected in the financial statements. Audit Fees also include audit or other attest services required by legislation or regulation, such as comfort letters, consents, reviews of securities filings and statutory audits.
- (2) "Audit-Related Fees" include services that are traditionally performed by the auditor. These audit-related services include employee benefit audits, due diligence assistance, accounting consultations on proposed transactions, internal control reviews and audit or attest services not required by legislation or regulation.
- (3) "Tax Fees" include fees for all tax services other than those included in "Audit Fees" and "Audit-Related Fees". This category includes fees for tax compliance, tax planning, tax advice, and the Company's Canadian and US corporate tax returns. Tax planning and tax advice includes assistance with tax audits and appeals, tax advice related to mergers and acquisitions, and requests for rulings or technical advice from tax authorities.
- (4) "All Other Fees" include all other non-audit services.

CORPORATE GOVERNANCE

General

Corporate governance refers to the policies and structure of the board of directors of a company whose members are elected by and are accountable to the shareholders of such company. Corporate governance encourages establishing a reasonable degree of independence of the board of directors from executive management and the adoption of policies to ensure the board of directors recognizes the principles of good

management. The Board is committed to sound corporate governance practices, as such practices are both in the interests of shareholders and help to contribute to effective and efficient decision-making.

Board of Directors

Directors are considered to be independent if they have no direct or indirect material relationship with the Company. A “material relationship” is a relationship which could, in the view of the Company’s Board, be reasonably expected to interfere with the exercise of a director’s independent judgment.

The Board facilitates its independent supervision over management through communication with its Chief Executive Officer. The Board is responsible for establishing performance criteria and compensation for the Chief Executive Officer. In addition, the Board is responsible for the stock option plan including any modifications to the plan and any option grants. The audit committee meets at least annually with the external auditors and Chief Financial Officer to review and approve the financial statements.

The current independent members of the Board are John R. Kerr and Gary Vivian. Michael D. Sweatman is not independent as he is the President and Chief Executive Officer of the Company. Kristian Whitehead is not independent as he is Vice President, Exploration of the Company. Warren Stanyer is not independent as he is the President and Chief Executive Officer of Nevada Sunrise Gold Corporation, a company for which Michael D. Sweatman had, within the previous three years, served on the compensation committee.

Directorships

The directors are currently serving on boards of the following other reporting companies (or equivalent) as set out below:

Name of Director	Name of Reporting Issuer	Exchange Listed
Warren Stanyer	ALX Uranium Corp.	TSXV
	Nevada Sunrise Gold Corporation	TSXV
John R. Kerr	Canyon Copper Corp.	TSXV
	Bravada Gold Corporation	TSXV
	Quaterra Resources Inc.	TSXV
Michael D. Sweatman	Marifil Mines Limited	TSXV
	Nevada Sunrise Gold Corporation	TSXV
Brent Petterson	Rotation Minerals Ltd.	TSXV
	Sego Resources Inc.	TSXV

Orientation and Continuing Education

When new directors are appointed, they receive an orientation, commensurate with their previous experience, on the Company’s properties, business, technology and industry and on the responsibilities of directors.

Board meetings may also include presentations by the Company’s management and employees to give the directors additional insight into the Company’s business. The Company has not taken any additional measures to provide continuing education for directors.

Ethical Business Conduct

The Board has found that the fiduciary duties placed on individual directors by the Company’s governing corporate legislation and the common law and the restrictions placed by applicable corporate legislation on an individual directors’ participation in decisions of the Board in which the director has an interest have

been sufficient to ensure that the Board operates independently of management and in the best interests of the Company.

Nomination of Directors

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

The Board does not have a nominating committee, and these functions are currently performed by the Board as a whole.

Compensation

The Company has a compensation committee currently consisting of Michael D. Sweatman, Gary Vivian, and John R. Kerr. The compensation committee determines compensation for the directors and the Chief Executive Officer. The Company's Chief Executive Officer, Michael D. Sweatman, does not participate in decisions regarding his own compensation. A new compensation committee will be determined after the Meeting.

Other Board Committees

The Board has no other committees other than the audit committee and the compensation committee.

Assessments

The Board is relatively small and direct communication between directors and officers is encouraged. The Board has not taken any additional measures to assess the effectiveness of the Board.

STATEMENT OF EXECUTIVE COMPENSATION

Named Executive Officer

In this section, "Named Executive Officer" ("NEO") means each of the following individuals:

- (a) a Chief Executive Officer ("CEO");
- (b) a Chief Financial Officer ("CFO");
- (c) each of the three most highly compensated executive officers, or the three most highly compensated individuals acting in a similar capacity, other than the CEO and CFO, at the end of the most recently completed financial year whose total compensation was, individually, more than \$150,000 for that financial year; and
- (d) each individual who would be a NEO under paragraph (c) but for the fact that the individual was neither an executive officer of the company, nor acting in a similar capacity, at October 31, 2017.

Michael Sweatman, President and CEO, and Brent Petterson, CFO, are each an NEO of the Company for the purposes of the following disclosure.

The following disclosure sets out the compensation that the Board intended to pay, make payable, award, grant, give or otherwise provide to each NEO and director for the financial year ended October 31, 2017.

Compensation and Discussion Analysis

The compensation committee does not have a formal process for reviewing compensation of the directors and senior officers, and reviews of compensation are conducted on a periodic basis.

The compensation committee deals with executive compensation matters. The compensation committee regularly considers the implications of the risks associated with the Company's compensation program and how it might mitigate those risks. The Company does not currently believe there are any risks arising from compensation policies and practices that are reasonably likely to have an adverse effect on the Company.

The Company did not retain any compensation consultants during the financial year ended October 31, 2017.

The Company's compensation programs are designed to recognize and reward executive performance consistent with the success of the Company's business. These policies and programs are intended to attract and retain capable and experienced people. The philosophy of the Board and the compensation committee is to ensure that the Company's compensation goals and objectives, as applied to the actual compensation paid to the Company's CEO and other executive officers, are aligned with the Company's overall business objectives and with shareholder interests.

The compensation committee considers a variety of factors when determining both compensation policies and programs and individual compensation levels. These factors include the long-range interests of the Company and its shareholders, overall financial and operating performance of the Company and the compensation committee's assessment of each executive's individual performance and contribution toward meeting corporate objectives.

Report on Executive Compensation

The compensation committee assumes responsibility for reviewing and monitoring the long-range compensation strategy for the senior management of the Company. The compensation committee determines the type and amount of compensation for the President and CEO. The compensation committee also reviews the compensation of the Company's senior executives.

Philosophy and Objectives

The compensation program for the senior management of the Company is designed to ensure that the level and form of compensation achieves certain objectives, including:

- (a) attracting and retaining qualified executives;
- (b) motivating the short and long-term performance of these executives; and
- (c) better aligning their interests with those of the Company's shareholders.

In compensating its senior management, the Company employs a combination of salary and equity participation through its share option plan.

Elements of the Compensation Program for the Fiscal Year 2017

The significant elements of compensation awarded during the financial year ended October 31, 2017 to the NEOs was paid in cash. The Company does not presently have a long-term incentive plan for its NEOs. There is no policy or target regarding allocation between cash and non-cash elements of the Company's compensation program. The compensation committee reviews periodically the total compensation package of each of the Company's executive officers on an individual basis, and makes recommendations for the individual components of its compensation.

Actions, Decisions or Policies made after October 31, 2017

No material actions, decisions or policies were made after October 31, 2017.

Cash Salary

As a general rule, the Company seeks to offer its NEOs a compensation package that is in line with that offered by other companies in our industry, and as an immediate means of rewarding the NEO for efforts expended on behalf of the Company.

Equity Participation

The Company believes that encouraging its executives and employees to become shareholders is the best way of aligning their interests with those of its shareholders. Equity participation is accomplished through the Company's share option plan. Options to purchase Common Shares are granted to senior executives taking into account a number of factors, including the amount and term of options previously granted, base salary and bonuses and competitive factors. Options that vest on terms established by the Board are generally granted to senior executives of the Company.

Option-Based Awards

The Company has in place a share option plan dated for reference March 11, 2008, as amended December 3, 2014 (the "**Plan**"). The Plan has been established to provide incentive to qualified parties to increase their proprietary interest in the Company and thereby encourage their continuing association with the Company. The Plan is administered by the Board. The Plan provides that options will be issued pursuant to option agreements to directors, officers, employees or consultants of the Company or a subsidiary of the Company. All options expire on a date not later than five years after the issuance of such option. Previous grants of option-based awards are taken into account when considering new grants of options. Subject to the requirements of the policies of the TSXV and the prior receipt of any necessary regulatory approval, the Board may, in its absolute discretion, amend or modify the Plan or any outstanding option granted under the Plan, as to the provisions set out in the Plan. There are currently options outstanding to purchase an aggregate of 3,100,000 Common Shares.

The Plan is also intended to emphasize management's commitment to the growth of the Company and the enhancements of shareholders' equity through, for example, improvements in its resource base and share price increments.

The Company relies on discussions of the Board without any formal objectives in granting options, other than management's consideration of the NEO's duties and responsibilities, the NEO's execution of such duties, and the impact of stock options on the total compensation package as envisioned by the Board for each of the NEOs. In view of the current situation wherein the Company is not in a position to pay cash salaries commensurate with the NEO's positions in comparison with industry standards, the Board generally relies on stock options to design an equitable compensation package.

Given the evolving nature of the Company's business, the Board continues to review and redesign the overall compensation plan for senior management so as to continue to address the objectives identified above.

At least annually, the Board reviews the grant of stock options to management and employees. The Board approves base salaries and stock options at the same time to facilitate consideration of target direct compensation to executive officers. Additional options may be granted as options are replenished within the Plan. Options are granted at other times of the year to individuals commencing employment with the Company. The exercise price for the options is set in accordance with the policies of the TSXV.

Perquisites and Other Personal Benefits

The Company's NEOs are not generally entitled to significant perquisites or other personal benefits not offered other employees to the Company.

SUMMARY COMPENSATION TABLE

The compensation paid to the NEO's during the Company's three most recently completed financial years ended October 31, 2017, 2016, and 2015 is as set out below and is expressed in Canadian dollars. Option-based awards are expressed in Canadian dollars.

Name and principal position	Year	Salary (\$)	Share-based awards (\$)	Option-based awards (\$) ⁽¹⁾	Non-equity incentive plan compensation		Pension value (\$) ⁽²⁾	All other compensation (\$)	Total compensation (\$)
					Annual incentive plans (\$)	Long-term incentive plans (\$)			
Michael D. Sweatman President & CEO ⁽³⁾	2017	48,500 ⁽⁹⁾	Nil	12,000	Nil	Nil	Nil	Nil	60,500
	2016	32,000 ⁽⁹⁾	Nil	9,000	Nil	Nil	Nil	Nil	41,000
	2015	14,000 ⁽⁹⁾	Nil	16,000	Nil	Nil	Nil	Nil	30,000
Brent Petterson CFO ⁽⁴⁾	2017	37,000 ⁽⁷⁾	Nil	12,000	Nil	Nil	Nil	Nil	49,000
	2016	28,000 ⁽⁷⁾	Nil	9,000	Nil	Nil	Nil	Nil	37,000
	2015	6,000 ⁽⁷⁾	Nil	16,000	Nil	Nil	Nil	Nil	22,000
John J. O'Neill Former President ⁽⁵⁾	2015	Nil	N/A	Nil	N/A	N/A	N/A	Nil	Nil
Sheryl A. Jones Former CFO ⁽⁶⁾	2015	Nil	N/A	Nil	N/A	N/A	N/A	8,775 ⁽⁸⁾	8,775

Notes:

- (1) The value is based on the calculated fair value on the dates of grant of June 23, 2015, June 27, 2016 and January 16, 2017. The assumptions used in the Black-Scholes valuation of the options to calculate stock-based compensation expense in the financial statements were as follows: Risk-free interest rates of 1.50%, 1.38% and 1.45%, expected life of options five years and annualized volatility of 195%, 171% and 169%.
- (2) The Company has no pension plans for its directors, officers or employees.
- (3) Michael Sweatman was appointed President and CEO on June 11, 2015.
- (4) Brent Petterson was appointed CFO on June 11, 2015.
- (5) John J. O'Neill resigned as President on June 11, 2015.
- (6) Sheryl A. Jones resigned as CFO on June 11, 2015.
- (7) These funds were paid to MBP Management Ltd., a company controlled by Mr. Petterson.
- (8) The compensation shown for Sheryl A. Jones includes all amounts paid to a management company of which she is an employee that provides accounting and related services to the Company.
- (9) These funds were paid to MDS Management Ltd., a company controlled by Mr. Sweatman.

INCENTIVE PLAN AWARDS

Outstanding Share-based Awards and Option-based Awards

No share-based awards were granted to the NEOs of the Company. The following table sets out all option-based awards outstanding as at October 31, 2017, for each NEO:

Name	Option-based Awards			
	Number of securities underlying unexercised options (#)	Option exercise price (\$)	Option expiration date (M/D/Y)	Value of unexercised in-the-money options (\$)
Michael D. Sweatman	200,000 ⁽¹⁾	0.10	June 23, 2020	Nil
	100,000 ⁽²⁾	0.10	June 27, 2021	Nil
	100,000 ⁽³⁾	0.13	January 16, 2022	Nil
Brent Petterson	200,000 ⁽¹⁾	0.10	June 23, 2020	Nil
	100,000 ⁽²⁾	0.10	June 27, 2021	Nil
	100,000 ⁽³⁾	0.13	January 16, 2022	Nil

Notes:

- (1) These options to purchase Common Shares were granted on June 23, 2015.
- (2) These options to purchase Common Shares were granted on June 27, 2016.
- (3) These options to purchase Common Shares were granted on January 16, 2017.

Incentive Plan Awards – Value Vested or Earned During the Year

The following table sets out all incentive plans (value vested or earned) during the year ended October 31, 2017, for each NEO:

Name	Option-based awards – Value vested during the year (\$) ⁽¹⁾	Share-based awards – Value vested during the year (\$)	Non-equity incentive plan compensation – Value earned during the year (\$)
Michael D. Sweatman	12,000	Nil	Nil
Brent Petterson	12,000	Nil	Nil

Notes:

- (1) The value is based on the calculated fair value on the dates of grant of January 16, 2017. The assumptions used in the Black-Scholes valuation of the options to calculate stock-based compensation expense in the financial statements were as follows: Risk-free interest rate of 1.45%, expected life of options - five years and annualized volatility of 169%.

TERMINATION AND CHANGE OF CONTROL BENEFITS

Neither Michael D. Sweatman nor Brent Petterson has employment agreements or consulting contracts with the Company. From June 2015 to January 2017, Mr. Sweatman and Mr. Petterson received \$2,500 and \$2,500 per month respectively. Effective February 2017, Mr. Sweatman received a monthly fee of \$4,000 and Mr. Petterson received a monthly fee of \$3,000. There are no compensatory plans or arrangements with respect to Michael D. Sweatman or Brent Petterson resulting from a termination or change of control. During the year ended October 31, 2017, Mr. Sweatman received a bonus of \$5,000 and Mr. Petterson received a bonus of \$2,500.

DIRECTOR COMPENSATION

Director Compensation Table

The compensation provided to the directors, excluding a director who is already set out in disclosure for an NEO for the Company's most recently completed financial year of October 31, 2017 is as set out below:

Name	Fees earned (\$)	Share-based Awards (\$)	Option-based awards (\$)	Non-equity incentive plan compensation (\$)	Pension value (\$)	All other compensation (\$)	Total (\$)
Warren Stanyer	12,000	N/A	12,000 ⁽¹⁾	Nil	N/A	Nil	24,000
John R. Kerr	10,500	N/A	12,000 ⁽¹⁾	Nil	N/A	Nil	22,500
Kristian Whitehead	7,000	N/A	12,000 ⁽¹⁾	Nil	N/A	Nil	19,000
Gary Vivian	3,000	N/A	16,000 ⁽²⁾	Nil	N/A	Nil	19,000

Notes:

- (1) The value is based on the calculated fair value on the date of grant of January 16, 2017. The assumptions used in the Black-Scholes valuation of the options to calculate stock-based compensation expense in the financial statements were as follows: Risk-free interest rate of 1.45%, expected life of options - five years and annualized volatility of 169%.
- (2) The value is based on the calculated fair value on the date of grant of April 28, 2017. The assumptions used in the Black-Scholes valuation of the options to calculate stock-based compensation expense in the financial statements were as follows: Risk-free interest rate of 1.13%, expected life of options - five years and annualized volatility of 170%.

Outstanding Share-based Awards and Option-based Awards

No share-based awards were granted to the directors of the Company. The following table sets out all option-based awards outstanding as at October 31, 2017, for each director, excluding a director who is already set out in disclosure for a NEO for the Company:

Name	Option-based Awards			
	Number of securities underlying unexercised options (#)	Option exercise price (\$)	Option expiration date (M/D/Y)	Value of unexercised in-the-money options (\$)
Warren Stanyer	200,000 ⁽¹⁾	0.10	June 23, 2020	Nil
	100,000 ⁽²⁾	0.10	June 27, 2021	Nil
	100,000 ⁽³⁾	0.13	January 16, 2022	Nil
John R. Kerr	200,000 ⁽¹⁾	0.10	June 23, 2020	Nil
	100,000 ⁽²⁾	0.10	June 27, 2021	Nil
	100,000 ⁽³⁾	0.13	January 16, 2022	Nil
Kristian Whitehead	200,000 ⁽¹⁾	0.10	June 23, 2020	Nil
	100,000 ⁽²⁾	0.10	June 27, 2021	Nil
	100,000 ⁽³⁾	0.13	January 16, 2022	Nil
Gary Vivian	200,000 ⁽⁴⁾	0.10	April 28, 2022	Nil

Notes:

- (1) These options to purchase Common Shares were granted on June 23, 2015.
- (2) These options to purchase Common Shares were granted on June 27, 2016.
- (3) These options to purchase Common Shares were granted on January 16, 2017.
- (4) These options to purchase Common Shares were granted on April 28, 2017.

Incentive Plan Awards – Value Vested or Earned During the Year

The following table sets out all incentive plans (value vested or earned) during the year ended October 31, 2017, for each director:

Name	Option-based awards – Value vested during the year (\$)⁽¹⁾	Share-based awards – Value vested during the year (\$)	Non-equity incentive plan compensation – Value earned during the year (\$)
Warren Stanyer	12,000	Nil	Nil
John R. Kerr	12,000	Nil	Nil
Kristian Whitehead	12,000	Nil	Nil
Gary Vivian	16,000	Nil	Nil

Notes:

- (1) The value is based on the calculated fair value on the date of grant of January 16, 2017. The assumptions used in the Black-Scholes valuation of the options to calculate stock-based compensation expense in the financial statements were as follows: Risk-free interest rate of 1.45%, expected life of options - five years and annualized volatility of 169%.
- (2) The value is based on the calculated fair value on the date of grant of April 28, 2017. The assumptions used in the Black-Scholes valuation of the options to calculate stock-based compensation expense in the financial statements were as follows: Risk-free interest rate of 1.13%, expected life of options - five years and annualized volatility of 170%.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The only equity compensation plan the Company has in place is the Plan which was last approved by shareholders of the Company on April 28, 2017. The Plan has been established to provide incentive to qualified parties to increase their proprietary interest in the Company and thereby encourage their continuing association with the Company. The Plan is administered by the Board of the Company. The Plan provides that options will be issued to directors, officers, employees or consultants of the Company or a subsidiary of the Company. The Plan provides that the number of Common Shares issuable under the Plan, together with all of the Company's other proposed share compensation arrangements, if any, may not exceed 10% of the total number of issued and outstanding Common Shares. All options expire on a date not later than 5 years after the date of grant of such option. See heading below "*Continuation of Share Option Plan*" for additional disclosure regarding the Plan.

Equity Compensation Plan

The following table sets out equity compensation plan information as at the end of the financial year ended October 31, 2017:

Plan Category	Number of securities to be issued upon exercise of outstanding options⁽¹⁾	Weighted-average exercise price of outstanding options	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))⁽²⁾
	(a)	(b)	(c)
Equity compensation plans approved by security holders (the Plan)	3,100,000	\$0.11	1,946,240
Equity compensation plans not approved by security holders	Nil	Nil	Nil
Total	3,100,000	\$0.11	1,946,240

Notes:

- (1) Since the year end of October 31, 2017, no options to purchase Common Shares have been granted, no options to purchase Common Shares have been exercised, and no options to purchase Common Shares have expired. As at the date hereof there are options outstanding to purchase 3,100,000 Common Shares.
- (2) As at the date hereof there are options available for grant to purchase 1,946,240 Common Shares.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

No directors, proposed nominees for election as directors, executive officers or their respective associates or affiliates, or other management of the Company were indebted to the Company as of the end of the most recently completed financial year or as at the date hereof.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Except as disclosed herein, there are no transactions in which a material interest, direct or indirect, of any informed person of the Company, any proposed director of the Company, or any associate or affiliate of any informed person or proposed director, in any transaction since the commencement of the Company's most recently completed financial year or in any proposed transaction which has materially affected or would materially affect the Company or any of its subsidiaries other than as set out herein or in a document disclosed to the public.

On October 20, 2016, the Company completed the first tranche of a non-brokered private placement of units (the "**Units**") at a price of \$0.10 per Unit. Each Unit consisted of one Common Share of the Company and one half of one Common Share purchase warrant (each whole warrant a "**Warrant**"). Each whole Warrant entitles the holder to purchase an additional Common Share ("**Warrant Share**") at an exercise price of \$0.15 per Warrant Share until October 20, 2018, subject to an acceleration clause. The Company placed 1,325,000 Units in the first tranche of the private placement. Michael D. Sweatman, Warren Stanyer and Brent Petterson participated in this transaction.

On October 26, 2016, the Company completed the second and final tranche of a non-brokered private placement of units (the "**Units**") at a price of \$0.10 per Unit. Each Unit consisted of one Common Share of the Company and one half of one Common Share purchase warrant (each whole warrant a "**Warrant**"). Each whole Warrant entitles the holder to purchase an additional Common Share ("**Warrant Share**") at an exercise price of \$0.15 per Warrant Share until October 26, 2018, subject to an acceleration clause. The Company placed 2,175,000 Units in the second tranche of the private placement. Kristian Whitehead, Brent Petterson, and Warren Stanyer participated in this transaction.

On December 30, 2016, the Company completed a non-brokered private placement of flow through units (the "**FT Units**") at a price of \$0.10 per FT Unit. Each FT Unit consisted of one Common Share of the

Company and one half of one Common Share purchase warrant (each whole warrant a “**Warrant**”). Each whole Warrant entitles the holder to purchase an additional non-flow through Common Share (“**Warrant Share**”) at an exercise price of \$0.15 per Warrant Share until December 30, 2018, subject to an acceleration clause. The Company placed 707,000 FT Units in the private placement. Kristian Whitehead, Brent Petterson, and Michael D. Sweatman participated in this transaction.

On May 31, 2017 the Company completed a non-brokered private placement of flow through units (the “**FT Units**”) at a price of \$0.09 per FT Unit, and of non-flow through units (the “**Units**”) at a price of \$0.08 per Unit. Each Unit and FT Unit consisted of one Common Share of the Company and one half of one Common Share purchase warrant (each whole warrant a “**Warrant**”). Each whole Warrant entitles the holder to purchase an additional non-flow through Common Share (“**Warrant Share**”) at an exercise price of \$0.15 per Warrant Share until May 31, 2019, subject to an acceleration clause. The Company placed 3,079,375 Units and 3,261,055 FT Units in the private placement. Kristian Whitehead, Brent Petterson, Warren Stanyer and Michael D. Sweatman participated in this transaction.

On December 28, 2017, the Company completed the first tranche of a non-brokered private placement of common shares (the “**Common Shares**”) at a price of \$0.025 per Common Share. The Company placed 4,000,000 Common Shares in the first tranche of the private placement. Michael D. Sweatman, Warren Stanyer, John Kerr, Kristian Whitehead, and Brent Petterson participated in this transaction.

On January 23, 2018, the Company completed the second and final tranche of a non-brokered private placement of common shares (the “**Common Shares**”) at a price of \$0.035 per Common Share. The Company placed 750,000 Common Shares in the second tranche of the private placement. Brent Petterson participated in this transaction.

MANAGEMENT CONTRACTS

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

PARTICULARS OF MATTERS TO BE ACTED UPON

A. *Continuation of the Share Option Plan*

(a) Introduction

The TSXV requires that each company listed on the exchange have a stock option plan if the company intends to grant options to purchase shares in the company. The Company’s 10% rolling share option plan (the “**Plan**”), dated March 11, 2008, as amended December 3, 2014, was implemented in order to comply with TSXV policies, and to provide incentive to directors, officers, employees, management and others who provide services to the Company or any subsidiary to increase their proprietary interest in the Company and thereby encourage their continuing association with the Company. The Plan is attached hereto as Schedule “A”.

Under the Plan, a maximum of 10% of the issued and outstanding Common Shares of the Company at the time an option is granted, less Common Shares reserved for issuance outstanding in the Plan, will be reserved for options to be granted at the discretion of Board to eligible optionees. As at the date of the mailing of this Information Circular, there are options outstanding to purchase an aggregate of 3,100,000 Common Shares.

(b) Shareholder Confirmation

The Company is required to obtain annual approval from the TSXV and approval from the shareholders of the Company by ordinary resolution for the continuation of the Plan at each annual general meeting.

At the Meeting, shareholders will be asked to vote on the following ordinary resolution, with or without variation:

“BE IT RESOLVED THAT the continuation of the Company’s share option plan dated for reference March 11, 2008, as amended December 3, 2014, be ratified and approved until the next annual general meeting of the Company.”

(c) Recommendation of the Board

The Board has concluded that the continuation of the Plan is in the best interests of the Company and its shareholders. Accordingly, the Board unanimously recommends that the shareholders approve the continuation of the Plan by voting FOR the above resolution at the Meeting.

Proxies received in favour of management will be voted in favour of the continuation of the Plan, unless the shareholder has specified in the Proxy that his or her Common Shares are to be voted against such resolution.

B. Adoption of New Articles

The Board proposes to replace the Company’s current articles (the “**Existing Articles**”) with new articles, in substantially the form attached hereto as Schedule “C” (the “**New Articles**”). The primary reason for replacing the Existing Articles with the New Articles is to provide the Company with modernized articles which provide greater flexibility to the Board in carrying out the business of the Company.

Comparison of Existing Articles to New Articles

The main differences between the Existing Articles and the New Articles are that the New Articles permit certain things that the Existing Articles do not, including:

- uncertificated shares;
- flexibility to the Board to authorize acts of the Company where the Articles and the *Business Corporations Act* (British Columbia) (the “**BCBCA**”) are silent;
- authorizing shareholders to resolve acts by ordinary resolution where the Articles and the BCBCA are silent;
- new quorum requirements;
- the ability of the Board to effect certain changes to the share capital of the Company, such as consolidations or splits of outstanding shares, without obtaining shareholder approval therefor;
- the ability of the Board to change the name of the Company without shareholder approval.

The New Articles also include advance notice provisions as further described below under the heading, “Adoption of Advance Notice Provision”.

The New Articles change the quorum for the transaction of business at a meeting of shareholders from two individuals who are shareholders, proxy holders representing shareholders or duly authorized representatives of corporate shareholders personally present, holding at least 1/20 of the issued shares entitled to be voted at the meeting, to one or more persons who are, or who represent by proxy, shareholders of the Company.

A copy of the New Articles is attached hereto as Schedule “C” and will also be available for inspection by shareholders during normal business hours at any time up to the Meeting at 800 – 885 West Georgia Street, Vancouver, British Columbia.

Shareholder Approval

Under the BCBCA and the Existing Articles, the replacement of the Existing Articles with the New Articles requires approval by special resolution of the shareholders and, as such, an affirmative vote of not less than two-thirds of the votes cast at the Meeting.

At the Meeting, shareholders will be asked to pass the following special resolution to adopt the New Articles for the Company in replacement of the Existing Articles (the “**New Articles Resolution**”):

“**BE IT RESOLVED**, as a special resolution of the shareholders of the Company, that:

1. The existing articles of the Company be terminated;
2. The form of articles presented to the Meeting, and attached as Schedule “C” to the Company’s Information Circular dated February 13, 2018, be adopted as the articles of the Company in substitution for, and to the exclusion of, the existing articles of the Company;
3. The board of directors of the Company be authorized, at any time in its absolute discretion, to determine whether or not to proceed with the foregoing resolutions, without further approval, ratification or confirmation by the shareholders of the Company; and
4. Any director or officer of the Company be and is hereby authorized and directed to do all such acts and things and to execute and deliver for and on behalf of the Company, under the corporate seal of the Company or otherwise, all such certificates, instruments, agreements, notices and other documents as in such person’s opinion may be necessary or desirable for the purpose of giving effect to the foregoing resolutions.”

The New Articles Resolution must be approved by at least two-thirds of the votes cast by shareholders who, being entitled to do so, vote in person or by proxy at the Meeting in respect of the New Articles Resolution.

The form of the New Articles Resolution set forth above is subject to such amendments as management may propose at the Meeting but which do not materially affect the substance of the New Articles Resolution.

Management of the Company recommends that shareholders vote in favour of the New Articles Resolution. It is the intention of the Designated Persons named in the enclosed form of proxy, if not expressly directed otherwise in such form of proxy, to vote such proxy FOR the New Articles Resolution.

C. Adoption of Advance Notice Provision

The Board proposes to add an advance notice provision, the full text of which is set out at Section 12.11 of the New Articles attached hereto as Schedule “C” (the “**Advance Notice Provision**”), to the Company’s articles. The Board has determined that it is in the best interests of the Company to adopt and include the Advance Notice Provision in the Company’s articles as it: (i) facilitates orderly and efficient annual general or, where the need arises, special, meetings; (ii) ensures that all shareholders receive adequate notice of director nominations and sufficient information with respect to all nominees; and (iii) allows shareholders to make an informed vote.

At the Meeting, shareholders will be asked to consider, and if thought advisable, to pass a special resolution, the full text of which is set out below, to adopt the Advance Notice Provision and to amend the Company’s articles to include the text of the Advance Notice Provision. In the event that the New Articles Resolution is not approved, but the Advance Notice Resolution is approved, the Advance Notice Provision will be added to the Existing Articles.

Purpose of the Advance Notice Provision

The purpose of the Advance Notice Provision is to provide shareholders, directors and management of the Company with direction on the procedure for shareholder nomination of directors. The Advance Notice Provision is the framework by which the Company seeks to fix a deadline by which shareholders of the Company must submit director nominations to the Company prior to any annual or special meeting of shareholders and sets forth the information that a shareholder must include in the notice to the Company for the notice to be in proper written form.

Effect of the Advance Notice Provision

Subject only to the BCBCA and the Company’s articles, only persons who are nominated in accordance with the procedures set out in the Advance Notice Provision shall be eligible for election as directors of the Company. Nominations of persons for election to the Board may be made at any annual meeting of shareholders, or at any special meeting of shareholders (if one of the purposes for which the special meeting was called was the election of directors): (a) by or at the direction of the Board, including pursuant to a notice of meeting; (b) by or at the direction or request of one or more shareholders pursuant to a proposal made in accordance with the provisions of the BCBCA, or a requisition of the shareholders made in accordance with the provisions of the BCBCA; or (c) by any person (a “**Nominating Shareholder**”): (A) who, at the close of business on the date of the giving of the notice provided for in the Advance Notice Provision and on the record date for notice of such meeting, is entered in the securities register as a holder of one or more shares carrying the right to vote at such meeting or who beneficially owns shares that are entitled to be voted at such meeting; and (B) who complies with the notice procedures set forth in the Advance Notice Provision.

In addition to any other applicable requirements, for a nomination to be made by a Nominating Shareholder, the Nominating Shareholder must have given timely notice thereof in proper written form to the Secretary of the Company at the principal executive offices of the Company.

To be timely, a Nominating Shareholder’s notice to the Secretary of the Company must be given:

- (a) in the case of an annual meeting of shareholders, not less than 30 and not more than 65 days prior to the date of the annual meeting of shareholders; provided, however, that in the event that the annual meeting of shareholders is to be held on a date that is less than 50 days after the date (the “**Notice Date**”) on which the first public announcement of the date of the annual meeting was

made, notice by the Nominating Shareholder is to be given not later than the close of business on the 10th day after the Notice Date in respect of such meeting; and

- (b) in the case of a special meeting (which is not also an annual meeting) of shareholders called for the purpose of electing directors (whether or not called for other purposes), not later than the close of business on the 15th day following the day on which the first public announcement of the date of the special meeting of shareholders was made. In no event shall any adjournment or postponement of a meeting of shareholders or the announcement thereof commence a new time period for the giving of a Nominating Shareholder's notice as described above.

To be in proper written form, a Nominating Shareholder's notice to the Secretary of the Company must set forth:

- (a) as to each person whom the Nominating Shareholder proposes to nominate for election as a director: (i) the name, age, business address and residential address of the person; (ii) the principal occupation or employment of the person during the past five years; (iii) the class or series and number of shares in the capital of the Company which are controlled or which are owned beneficially or of record by the person as of the record date for the meeting of shareholders (if such date shall then have been made publicly available and shall have occurred) and as of the date of such notice; (iv) a statement as to whether such person would be "independent" of the Company (as such term is defined under applicable securities legislation) if elected as a director at such meeting and the reasons and basis for such determination; (v) a description of all direct and indirect compensation and other material monetary agreements, arrangements and understandings during the past three years, and any other material relationships, between or among such Nominating Shareholder and beneficial owner, if any, and their respective affiliates and associates, or others acting jointly or in concert therewith, on the one hand, and such nominee, and his or her respective associates, or others acting jointly or in concert therewith, on the other hand; and (vii) any other information relating to the person that would be required to be disclosed in a dissident's proxy circular in connection with solicitations of proxies for election of directors pursuant to the BCBCA and Applicable Securities Laws (as defined below);
- (b) as to the Nominating Shareholder giving the notice: (i) any proxy, contract, arrangement, understanding or relationship pursuant to which such Nominating Shareholder has a right to vote any shares of the Company; (ii) the class or series and number of shares in the capital of the Company which are controlled or which are owned beneficially or of the record by the Nominating Shareholder as of the record date for the meeting of shareholders (if such date shall then have been made publicly available and shall have occurred) and as of the date of such notice; and (iii) any other information relating to such Nominating Shareholder that would be required to be made in a dissident's proxy circular in connection with solicitations of proxies for election of directors pursuant to the BCBCA and Applicable Securities Laws (as defined below);

The Company may require any proposed nominee to furnish such other information as may reasonably be required by the Company to determine the eligibility of such proposed nominee to serve as an independent director of the Company or that could be material to a reasonable shareholder's understanding of the independence, or lack thereof, of such proposed nominee.

The chair of the meeting shall have the power and duty to determine whether a nomination was made in accordance with the Advance Notice Provision and, if any proposed nomination is not in compliance with the Advance Notice Provision, to declare that such defective nomination shall be disregarded.

For purposes of the Advance Notice Provision: (a) “public announcement” shall mean disclosure in a press release reported by a national news service in Canada, or in a document publicly filed by the Company under its profile on SEDAR at www.sedar.com; and (b) “Applicable Securities Laws” means the applicable securities legislation of each relevant province and territory of Canada, as amended from time to time, the rules, regulations and forms made or promulgated under any such statute and the published national instruments, multilateral instruments, policies, bulletins and notices of the securities commission and similar regulatory authority of each province and territory of Canada.

Notwithstanding any other provision of the Advance Notice Provision, notice given to the Secretary of the Company pursuant to the Advance Notice Provision may only be given by personal delivery or facsimile transmission, and shall be deemed to have been given and made only at the time it is served by personal delivery or sent by facsimile transmission (provided that receipt of confirmation of such transmission has been received) to the Secretary at the address of the principal executive offices of the Company; provided that if such delivery or electronic communication is made on a day which is a not a business day or later than 5:00 p.m. (Vancouver time) on a day which is a business day, then such delivery or electronic communication shall be deemed to have been made on the subsequent day that is a business day.

Notwithstanding the foregoing, the Board may, in its sole discretion, waive any requirement of the Advance Notice Provision.

Shareholder Approval

Under the BCBCA and the Existing Articles, the adoption of the Advance Notice Provision and related amendments to the Existing Articles or the New Articles (as applicable) requires approval by special resolution of the Shareholders and, as such, an affirmative vote of not less than two-thirds of the votes cast at the Meeting.

At the Meeting, Shareholders will be asked to pass the following special resolution to adopt the Advance Notice Provision and include the Advance Notice Provision in the Company’s articles (the “**Advance Notice Resolution**”):

“**BE IT RESOLVED**, as a special resolution of the shareholders of the Company, that:

1. The Advance Notice Provision, as defined and more particularly described in the Company’s Information Circular dated February 13, 2018, be and is hereby authorized, approved and adopted, subject to, if required, the approval of the TSX Venture Exchange;
2. The amendment of the articles of the Company to include the Advance Notice Provision be and is hereby authorized and approved;
3. The board of directors of the Company is hereby authorized, at any time in its absolute discretion, to determine whether or not to proceed with the foregoing resolutions, without further approval, ratification or confirmation by the shareholders of the Company; and
4. Any director or officer of the Company be and is hereby authorized and directed to do all such acts and things and to execute and deliver for and on behalf of the Company, under the corporate seal of the Company or otherwise, all such certificates, instruments, agreements, notices and other documents as in their

opinion may be necessary or desirable for the purpose of giving effect to these resolutions.”

The Advance Notice Resolution must be approved by at least two-thirds (66.67%) of the votes cast by shareholders who, being entitled to do so, vote in person or by proxy at the Meeting in respect of the Advance Notice Resolution.

The form of the Advance Notice Resolution set forth above is subject to such amendments as management may propose at the Meeting, but which do not materially affect the substance of the Advance Notice Resolution.

Management of the Company recommends that Shareholders vote in favour of the Advance Notice Resolution. It is the intention of the Designated Persons named in the enclosed form of proxy, if not expressly directed otherwise in such form of proxy, to vote such proxy FOR the Advance Notice Resolution.

ADDITIONAL INFORMATION

Financial information is provided in the financial statements for the year ended October 31, 2017, report of the auditor and related management discussion and analysis filed on SEDAR at www.sedar.com and in the subsequent interim financial statements and related management discussion and analyses filed on SEDAR at www.sedar.com. The financial statements will be mailed to any shareholder who completes the request card included with the Notice of Meeting and this Information Circular. The October 31, 2017, financial statements will be placed before the Meeting.

Additional information relating to the Company is filed on SEDAR at www.sedar.com and upon request from the Company by contacting Christina Boddy, Corporate Secretary, telephone number: (604) 318-0390 or fax number: (604) 484-7143. Copies of documents will be provided free of charge to security holders of the Company. The Company may require the payment of a reasonable charge from any person or company who is not a security holder of the Company, who requests a copy of any such document.

OTHER MATTERS

The Board is not aware of any other matters which it anticipates will come before the Meeting as of the date of mailing of this Information Circular.

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

DATED at Vancouver, British Columbia, February 13, 2018

BY ORDER OF THE BOARD

“Michael D. Sweatman”

**Michael D. Sweatman
President and Chief Executive Officer**

Schedule “A”
EUREKA RESOURCES INC.
STOCK OPTION PLAN
(amended December 3, 2014)

1.0 **PURPOSE**

The purpose of this Stock Option Plan is to promote the interests of Eureka Resources Inc. (the “Company”) by:

- (a) furnishing certain directors, officers, employees and consultants of the Company and its subsidiaries with greater incentive to further develop and promote the business and financial success of the Company;
- (b) furthering the identity of interests of persons to whom Options may be granted with those of the shareholders of the Company generally through share ownership in the Company; and
- (c) assisting the Company in attracting, retaining and motivating its directors, officers, employees and consultants.

The Company believes that these purposes may best be effected by granting Options to Eligible Persons (as defined below).

2.0 **DEFINITIONS AND INTERPRETATION**

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

- (a) “Associate” has the meaning ascribed thereto under the Securities Act;
- (b) “Board” means the board of directors of the Company;
- (c) “Company” means Eureka Resources Inc.;
- (d) “Discounted Market Price” with respect to the Shares, means the discounted market value of the Shares as determined in accordance with the applicable policies or rules of the Exchange;

- (e) “Eligible Persons” means directors, officers, employees or consultants of the Company or of any of its subsidiaries or an individual employed by a person which is providing management services to the Company, as determined in accordance with the applicable policies or rules of the Exchange, and an “Eligible Person” shall have a corresponding meaning;
- (f) “Exchange” means the TSX Venture Exchange or such other stock exchange or organized market on which the Shares are, from time to time, listed or posted for trading;
- (g) “Exchange Hold Period” as defined in the applicable policies or rules of the Exchange;
- (h) “Exercise Price” means the price per Share at which Shares may be purchased under an Option, as the same may be adjusted from time to time in accordance with Section 4.1 hereof;
- (i) “Grant Date” means the date specified in an Option Agreement as the date on which an Option is granted;
- (j) “Market Price”, with respect to the Shares, means the market value of the Shares as determined in accordance with the applicable policies or rules of the Exchange;
- (k) “Insider” means an insider, as such term is defined in the Securities Act, of the Company;
- (l) “Option” means a stock option granted hereunder to purchase Shares from treasury;
- (m) “Option Agreement” means an agreement, substantially in the form attached hereto as Schedule “A”;
- (n) “Option Shares” means the number of Shares which an Optionee may purchase by the exercise of an Option;
- (o) “Optionee” means and Eligible Person who has been granted Options pursuant to the Plan;
- (p) “Plan” means this Stock Option Plan, as the same may from time to time be supplemented or amended and in effect;
- (q) “Securities Act” means the *Securities Act* (British Columbia);

- (r) “Shares” means the common shares without par value in the capital of the Company; and
- (s) “Subsidiary” has the meaning assigned thereto under the Securities Act.

2.2 Any question arising as to the interpretation of this Plan or of any Option granted hereunder will be determined by the Board and such determination will be conclusive and binding on the Company and all Optionees.

3.0 **ADMINISTRATION OF THE PLAN**

3.1 The Plan shall be administered by the Board.

3.2 The Board may, from time to time, as it may deem expedient, adopt, amend and rescind rules and regulations for carrying out the provisions and purposes of the Plan. The interpretation, construction and application of the Plan and any provisions thereof made by the Board shall be final and binding on all holders of Options granted under the Plan and all persons eligible under the provisions of the Plan to participate therein. No members of the Board shall be liable for any action taken or for any determination made in good faith in the administration, interpretation, construction or application of the Plan.

4.0 **GRANT OF OPTIONS**

4.1 The Board may from time to time authorize the issue of Options to Eligible Persons, subject to such vesting provisions as the Board in their sole discretion shall determine. The Exchange Hold Period will apply to Options granted to Insiders or granted to any Optionee at any Discounted Market Price. The Exercise Price under each Options shall be as set by the Board, but shall not be less than the Market Price on Grant Date. Any change in the Exercise Price, subject to the approval of the Exchange, may be made by a resolution of the Board if, in the unfettered discretion of the Board, such a change is warranted. In the case of Optionees who are Insiders at the time of the reduction in the Exercise Price, the reduction shall be approved by a majority of disinterested shareholders of the Company. In the case where the Exercise Price is amended, at least six months must have elapsed since the later of the date of the commencement of the term, the date the Issuer’s Shares commenced trading, or the date the Option Exercise Price was last amended. In the case where the Option Exercise Price is amended to the Discounted Market Price, the Exchange Hold Period is applied from the date of the amendment (and for more certainty where the option price is amended to the Market Price, the Exchange Hold Period will not apply). In the case where the length of the Option term is amended, any extension of the length of the term of the Option is treated as a new grant of a new option and the Option must be outstanding for at least one year before the Company can extend its term.

4.2 The Company cannot grant Options unless and until the Options have been allocated to specific Optionees, and then once allocated a minimum exercise price can be established.

4.3 A news release shall be issued at the time of grant for Options granted to Insiders and all persons engaged to provide investor relations activities (as defined by the policies of the Exchange) on behalf of the Company.

4.4 Each Option shall be confirmed by the execution of an Option Agreement in substantially the form attached hereto as Schedule "A". Each Optionee shall have the Option to purchase from the Company the Option Shares at the time and in the manner set out in the Plan and in the Option Agreement applicable to that Optionee. The execution of an Option Agreement shall constitute conclusive evidence that it has been completed in compliance with this Plan.

4.5 All Options granted to consultants of the Company performing investor relations activities must vest in stages over a period of at least 12 months, with no more than $\frac{1}{4}$ of the Option Shares vesting in any three (3) month period.

4.6 All Options that have been cancelled or that have expired without being exercised shall continue to be issuable under the Plan under which they were approved.

5.0 **SHARES SUBJECT TO THE PLAN**

5.1 The maximum number of Shares which may be issuable pursuant to Options granted under the Plan shall be 10% or such additional amount as may be approved from time to time by the shareholders of the Company. The number of Shares issuable to any one Optionee under the Plan, together with all of the Company's other previously established or proposed share compensation arrangements, shall not exceed 5% of the total number of issued and outstanding Shares on a non-diluted basis. The number of Shares which may be reserved for issue pursuant to Options granted to Insiders under the Plan, together with all of the Company's other previously established or proposed share compensation arrangements, in aggregate, shall not exceed 10% of the total number of issued and outstanding Shares on a non-diluted basis. The number of Shares which may be issuable under the Plan, together with all of the Company's other previously established or proposed share compensation arrangements, within a one-year period:

- (a) to Insiders in aggregate, shall not exceed 10% of the outstanding issue;
- (b) to any one Optionee who is an Insider, and any Associates of such Insider, shall not exceed 5%, in aggregate, of the outstanding issue in any one twelve-month period;
- (c) to any one consultant to the Company, shall not exceed 2%, in aggregate, of the outstanding issue in any one twelve-month period;
- (d) to all such employees of the Company providing investor relations activities (as defined by the policies of the Exchange) in aggregate shall not exceed 2%, in aggregate, of the outstanding issue in any one twelve-month period; and

- (e) for all Options granted to employees, consultants and management company employees, the Company and the Optionee represent that the Optionee is a bona fide employee, consultant or management company employee, as the case may be.

For the purposes of this section, Shares issued pursuant to an entitlement granted prior to the Optionee becoming an Insider are to be included in determining the number of Shares issuable to Insiders. For the purposes of subsections, (a), (b), (c) and (d) above, “outstanding issue” is determined on the basis of the number of Shares that are outstanding immediately prior to the Share issuance in question, including Shares issued pursuant to share compensation arrangements over the preceding one-year period.

6.0 CONDITIONS GOVERNING OPTIONS

6.1 Each Option shall be subject to the following conditions:

6.1.1 Employment

The granting of an Option to a full-time employee, consultant or director shall not impose upon the Company any obligation to retain the Optionee in its employ.

6.1.2 Option Term

The period during which an Option is exercisable shall not, subject to the provisions of this Plan, exceed five years from the Grant Date. In the event that Options are set to expire and are held by individuals subject to a blackout period (as such term is used in the policies of the Exchange) at the expiry date, the expiry date of such Option will be extended for a period not to exceed ten (10) business days after the expiry of such blackout period.

6.1.3 Exercise of Options

Prior to its expiration or earlier termination in accordance with the Plan, each Option shall be exercisable as to all or such part or parts of the Option Shares and at such time or times as the Board, at the time of granting the particular Option, may determine in its sole discretion.

6.1.4 Non-assignability of Option Rights

Each Option granted hereunder is personal to the Optionee and shall not be assignable or transferable by the Optionee, whether voluntarily or by operation of law, except by will or by the laws of succession of the domicile of a deceased Optionee. No Option granted hereunder shall be pledged, hypothecated, charged, transferred, assigned or otherwise encumbered or disposed of.

6.1.5 Effect of Termination of Employment or Death

6.1.5.1 Upon an Optionee’s employment with the Company being terminated for cause or upon an Optionee being removed from office as a director, officer or consultant pursuant to an

order made by a regulatory authority or becoming disqualified from being a director by law, any Option or the unexercised portion thereof granted to such Optionee shall terminate forthwith.

6.1.5.2 Upon an Optionee's employment with the Company being terminated (except in the case of transfer from one company to another company contemplated herein) otherwise than by reason of death, termination for cause or retirement at normal retirement age, or upon an Optionee ceasing to be a director or consultant of the Company other than by reason of death, removal or disqualification by law, or otherwise ceasing to be an Eligible Person, any Option or unexercised part thereof granted to such Optionee may be exercised by him or her for that number of Shares only for which he or she was entitled to acquire under the Option pursuant to paragraph 6.1.3 at the time of such termination or cessation together with such additional Options which may vest with the Optionee during any severance period or salary continuation period, if any to which the Optionee is a party at the time to times at which such additional Options vest. Such Options shall only be exercisable within the period which ends on the earlier of the original Option expiring date and the date which is 90 days after such Optionee ceases to be an Eligible Person.

6.1.5.3 Notwithstanding paragraph 6.1.5.2, any Option or unexercised portion thereof granted to Optionees who are engaged in investor relations activities (as defined by the policies of the Exchange) shall only be exercisable within the period which ends on the earlier of the original Option expiring date and the date which is 30 days after such Optionee ceases to be employed by the Company as an employee or consultant to provide investor relations activities.

6.1.5.4 If an Optionee dies while employed by the Company or while serving as a director or consultant of the Company, any Option or unexercised part thereof granted to such Optionee may be exercised by the person to whom the Option is transferred by will or the laws of descent and distribution of that number of Shares only which he or she was entitled to acquire under the Option pursuant to paragraph 6.1.3 at the time of his or her death. Such Option shall only be exercisable within 180 days after the Optionee's death or prior to the expiration of the term of the Option, whichever occurs earlier.

6.1.6 Rights as a Shareholder

The Options shall not confer upon any Optionee any rights whatsoever as a shareholder in respect of any Option Shares until the date of issuance of a share certificate to such Optionee for such Option Shares. Without in any way limiting the generality of the foregoing, no adjustment shall be made for dividends or other rights for which the record date is prior to the date such share certificate is issued.

6.1.7 Method of Exercise

Subject to the provisions of this Plan, an Option granted under this Plan shall be exercisable (from time to time as provided in paragraph 6.1.3 herein above) by the Optionee giving notice in writing to the Company at its registered office, addressed to its Secretary, which notice shall specify the number of Shares in respect of which the Option is being exercised and shall be accompanied by full payment, by cash or certified cheque, of the purchase price for the number of Shares specified. Upon such exercise of the Option, the Company shall forthwith cause the transfer

agent and registrar of the Company to deliver to the Optionee a certificate in the name of the Optionee representing in the aggregate such number of Shares as the Optionee shall have then paid for and as are specified in such written notice of exercise of Option. If required by the Board by notification to the Optionee at the time of granting the Option, it shall be a condition of such exercise that the Optionee shall represent that he or she is purchasing the Shares in respect of which the Option is being exercised for investment only and not with a view to resale or distribution.

6.1.8 Taxes

Notwithstanding any provision in this Plan or in any Option Agreement, the Company may take such steps as are considered necessary or appropriate for the withholding of any taxes which the Company is required by any law or regulation of any governmental authority whatsoever to withhold in connection with any Option, the Option Shares, the Shares, or other benefit under the Plan or any Option Agreement, including without limiting the generality of the foregoing, the withholding of all or any portion of any payment or the withholding of the issue of any or all of the Option Shares, until such time as the Optionee has paid the Company any amount which the Company is required to withhold with respect to such taxes. For greater certainty, the Company shall be entitled to withhold and sell any or all of the Option Shares on the Optionee's behalf in order to satisfy the Company's withholding tax liability.

6.1.9 Necessary Approvals

The obligation of the Company to issue and deliver any Shares in accordance with the Plan shall be subject to any necessary approval of the Exchange or any applicable securities regulatory authority. If any Shares cannot be issued to an Optionee for any reason beyond the control of the Company, the obligation of the Company to issue such Shares shall terminate and the amount of any Exercise Price paid to the Company in respect of such Shares shall be returned to such Optionee.

7.0 **ADJUSTMENT TO SHARES SUBJECT TO THE OPTION**

7.1 In the event of any subdivision or redivision of the Shares into a greater number of Shares at any time after the grant of an Option to any Optionee and prior to the expiration of the term of such Option, the Company shall deliver to such Optionee at the time of any subsequent exercise of his or her Option in accordance with the terms hereof in lieu of the number of Shares to which he was theretofore entitled upon such exercise, but for the same aggregate consideration payable therefor, such number of Shares as such Optionee would have held as a result of such subdivision or redivision if on the record date thereof the Optionee had been the registered holder of the number of Shares to which he or she was theretofore entitled upon such exercise.

7.2 In the event of any consolidation of the Shares into a lesser number of Shares at any time after the grant of an Option to any Optionee and prior to the expiration of the term of such Option, the Company shall deliver to such Optionee at the time of any subsequent exercise of his or her Option in accordance with the terms hereof in lieu of the number of Shares to which he or she was theretofore entitled upon such exercise, but for the same aggregate consideration

payable therefor, such number of Shares as such Optionee would have held as a result of such consolidation if on the record date thereof the Optionee had been the registered holder of the number of Shares to which he or she was theretofore entitled upon such exercise.

7.3 If at any time after the grant of an Option to any Optionee and prior to the expiration of the term of such Option, the Shares shall be reclassified, reorganized or otherwise changed, otherwise than as specified in paragraphs 7.1 and 7.2 or, subject to the provisions of paragraph 8.2(a) hereof, the Company shall consolidate, merge or amalgamate with or into another company (the company resulting or continuing from such consolidation, merger or amalgamation being herein called the "Successor Company"), the Optionee shall be entitled to receive upon the subsequent exercise of his Option in accordance with the terms hereof shall accept in lieu of the number of Shares then subscribed for but for the same aggregate consideration payable therefor, the aggregate number of shares of the appropriate class and/or other securities of the Company or the Successor Company (as the case may be) that the Optionee would have been entitled to receive as a result of such reclassification, reorganization or other change of shares or, subject to the provisions of paragraph 8.2(a) hereof, as a result of such consolidation, merger or amalgamation, if on the record date of such reclassification, reorganization or other change of shares or the effective date of such consolidation, merger or amalgamation, as the case may be, he or she had been the registered holder of the number of Shares to which he was immediately theretofore entitled upon such exercise.

8.0 **AMENDMENT OR DISCONTINUANCE OF THE PLAN**

8.1 Subject in all cases to the approval of the Exchange or any other Stock Exchange on which the Shares may then be listed, the Board may amend or discontinue this Plan at any time, provided, however, that no such amendment may materially and adversely affect any Option rights previously granted to an Optionee under this Plan without the consent of the Optionee, except to the extent required by law.

8.2 Notwithstanding anything contained to the contrary in this Plan or in any resolution of the Board in implementation thereof:

- (a) in the event the Company proposes to amalgamate, merge or consolidate with any other company (other than with a wholly-owned subsidiary of the Company) or to liquidate, dissolve or wind-up, or in the event an offer to purchase the Shares of the Company or any part thereof shall be made to all holders of Shares of the Company, the Company shall have the right, upon written notice thereof to each Optionee holding Options under this Plan, to permit the exercise of all such Options within the 30 day period next following the date of such notice and to determine that upon the expiration of such 30 day period, all rights of Optionees to such Options or to exercise same (to the extent not theretofore exercised) shall *ipso facto* terminate and cease to have further force or effect whatsoever;

- (b) the Board may, by resolution, advance the date on which any Option may be exercised or, subject to applicable regulatory provisions, extend the expiration date of any Option, in the manner to be set forth in such resolution. The Board shall not, in the event of any such advancement or extension, be under any obligation to advance or extend the date on or by which any Option may be exercised by any other Optionee; and
- (c) the Board may, by resolution, but subject to applicable regulatory provisions, decide that any of the provisions hereof concerning the effect of termination of the Optionee's employment or cessation of the Optionee's directorship shall not apply for any reason acceptable to the Board.

9.0 **EFFECTIVE DATE AND ANNUAL APPROVAL OF PLAN**

9.1 This Plan was adopted by the Board on March 11, 2008 (and ratified, confirmed and approved by the shareholders of Eureka Resources Inc. on April 25, 2008). Should changes be required in this Plan by the Exchange or any securities commission or governmental body of any province of Canada to which this Plan has been submitted, such changes shall be made in this Plan as are necessary to conform with such requests and, if such changes are approved by the Board, this Plan, as amended, shall remain in full force and effect in its amended form as of and from the date written above.

9.2 This Plan shall be subject to Exchange and shareholder approval annually, such shareholder approval to be obtained at a meeting of shareholders of the Company.

Schedule "A" to Eureka Resources Inc. Stock Option Plan

**EUREKA RESOURCES INC.
STOCK OPTION PLAN
OPTION AGREEMENT**

This Option Agreement is entered into between EUREKA RESOURCES INC. (the "Company") and the Optionee named below pursuant to the Company's Stock Option Plan (the "Plan"), and confirms that:

- (a) On _____, _____ (the "Grant Date");
- (b) _____ (the "Optionee");
- (c) was granted the option to purchase _____ common shares (the "Option Shares") of the Company;
- (d) for the price (the "Exercise Price") of \$_____ per common share;
- (e) which will become exercisable up to, but not after _____, _____ (the "Expiry Date"), as follows:
 - (i) up to _____ Option Shares after _____;
 - (ii) up to an additional _____ Option Shares after _____;
 - (iii) up to an additional _____ Option Shares after _____; and
 - (iv) the remaining _____ Option shares after _____.

all on terms and subject to the conditions set out in this Plan.

By signing this Option Agreement, the Optionee acknowledges that the Optionee has read and understands the Plan and agrees to the terms and conditions of the Plan and this Option Agreement.

The Company and the Optionee represent that the Optionee under the terms and conditions of the Plan is a bona fide [insert one of: **director/officer/employee/consultant**] of the Company.

[or]

The Company and the Optionee represent that the Optionee is a bona fide employee of _____ which provides management services to the Company.

The Optionee also acknowledges and consents to the collection and use of Personal Information (as defined in the Policies of the TSX Venture Exchange) by both the Company and the TSX

Venture as more particularly set out in the Acknowledgement - Personal Information in use by the TSX Venture on the date of this Share Option Commitment.

IN WITNESS WHEREOF the parties hereto have executed this Option Agreement as of the ____ day of _____, _____.

EUREKA RESOURCES INC.

Authorized Signatory

Optionee

SCHEDULE “B”

EUREKA RESOURCES, INC. AUDIT COMMITTEE CHARTER

A. OVERVIEW AND PURPOSE

The Audit Committee of Eureka Resources, Inc. (“**Eureka**”) has been formed to enable the Board of Directors of Eureka to perform its obligations with respect to compliance with applicable securities laws and the rules of the Exchange.

The Audit Committee is responsible to the Board of Directors of Eureka. The primary objective of the Audit Committee is to assist the Board of Directors in fulfilling its responsibilities with respect to:

- (a) disclosure of financial and related information;
- (b) the relationship with and expectations of the external auditors of Eureka, including the establishment of the independence of the external auditors;
- (c) the oversight of Eureka’s internal controls; and
- (d) any other matters that the Audit Committee feels are important to its mandate or that the Board of Directors of Eureka chooses to delegate to it.

The Audit Committee will approve, monitor, evaluate, advise or make recommendations in accordance with this Charter, with respect to the matters set out above.

B. ORGANIZATION

1. Size and Membership Criteria

The Audit Committee will consist of three or more Directors of Eureka.

A majority of the members of the Audit Committee must be independent of management and free from any interest, business or other relationship, other than interests and relationships arising from holding Shares of Eureka or other securities which are exchangeable into Shares of Eureka, which could, or could reasonably be perceived to, materially interfere with the director’s ability to act in the best interests of Eureka.

All members of the Audit Committee should be financially literate and be able to read and understand basic financial statements, or should strive to become financially literate within a reasonable period of time after being appointed as a member of the Audit Committee. At least one member of the Audit Committee must have accounting or related financial expertise and should be able to analyze and interpret a full set of financial statements, including notes, in accordance with generally accepted accounting principles.

2. Appointment and Vacancies

The members of the Audit Committee are appointed or reappointed by the Board of Directors following each annual meeting of the shareholders of Eureka. Each member of the Audit Committee will continue to be a member of the Audit Committee until his or her successor is appointed unless he or she resigns or is removed by the Board of Directors of Eureka or ceases to be a Director of Eureka. Where a vacancy occurs at any time in the membership of the Audit Committee the Board of Directors of Eureka may appoint a qualified individual to fill such vacancy and must appoint a qualified individual if the membership of the Audit Committee is less than three Directors as a result of any such vacancy.

C. MEETINGS

1. Frequency

The Audit Committee will meet at least four times per year on a quarterly basis, or more frequently as circumstances require. In addition, the Audit Committee may also meet at least once per year with management and the external auditors of Eureka in separate executive sessions to discuss any matters that the Audit Committee or each of these groups believes should be discussed privately.

2. Chair

The Board of Directors of Eureka or, in the event of its failure to do so, the members of the Audit Committee, will appoint a Chair from amongst their number. If the Chair of the Audit Committee is not present at any meeting of the Audit Committee, the Chair of the meeting will be chosen by the Audit Committee from among the members present.

The Audit Committee will also appoint a secretary who need not be a Director of Eureka.

3. Time and Place of Meetings

The time and place of meetings of the Audit Committee and the procedure at such meeting will be determined from time to time by the members of the Audit Committee, provided that:

- (a) a quorum for meetings of the Audit Committee will be two members present in person or by telephone or other telecommunication device that permits all persons participating in the meeting to speak and hear each other, and
- (b) notice of the time and place of every meeting will be given in writing or facsimile to each member of the Audit Committee, the internal auditors, the external auditors and the corporate secretary of Eureka at least 24 hours prior to the time fixed for such meeting.

Any person entitled to notice of a meeting of the Audit Committee may waive such notice (an attendance at a meeting is a waiver of notice of the meeting, except where a member attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called).

A meeting of the Audit Committee may be called by the corporate secretary of Eureka on the direction of the President of Eureka, by any member of the Audit Committee or the external auditors. Notwithstanding the foregoing, the Audit Committee will at all times have the right to determine who will and will not be present at any part of the meeting of the Audit Committee.

4. Agenda

The Chairman will ensure that the agenda for each upcoming meeting of the Audit Committee is circulated to each member of the Audit Committee as well as each of the external auditors and corporate

secretary of Eureka in advance of the meeting of the Audit Committee not later than three business days prior to each meeting.

5. Resources

The Audit Committee will have the authority to retain independent legal, accounting and other consultants to advise the Audit Committee, and to set the pay and compensation for such consultants. The Audit Committee may request any officer or employee of Eureka or its subsidiaries or the legal counsel to Eureka or the external auditors of Eureka to attend any meeting of the Audit Committee or to meet with any members of, or consultants to, the Audit Committee.

D. DUTIES AND RESPONSIBILITIES

The Board of Directors of Eureka has delegated the following duties and responsibilities to the Audit Committee and the Audit Committee shall have the sole authority and responsibility to carry out these duties and responsibilities.

1. Review and Reporting Procedures

The Audit Committee will make regular reports to the Board of Directors of Eureka. The Audit Committee will review and re-assess the Audit Committee Charter on an annual basis and make recommendations for changes to this Charter. The Audit Committee will also periodically perform a self- assessment of its performance against its mandate.

2. Financial Reporting

The Audit Committee will review and discuss with management, the internal auditors (as applicable) and the external auditors of Eureka the following financial statements and related information prior to filing or public dissemination:

- (a) annual audited financial statements of Eureka, including notes;
- (b) interim financial statements of Eureka;
- (c) management discussion and analysis (“**MD&A**”) relating to each of the annual audited financial statements and the interim financial statements of Eureka;
- (d) news releases and material change reports announcing annual or interim financial results or otherwise disclosing the financial performance of Eureka, including the use of non-GAAP earnings measures;
- (e) the annual report of Eureka;
- (f) all financial-related disclosure to be included in management proxy circulars of Eureka in connection with meetings of shareholders; and
- (g) all financial-related disclosure to be included in or incorporated by reference into any prospectus or other offering documents that may be prepared by Eureka.

As part of this review process, the Audit Committee will meet with the external auditors without management present to receive input from the external auditors with respect to the acceptability and quality of the relevant financial information.

The Audit Committee will also review the following items in relation to the above listed documents:

- (a) significant accounting and reporting issues or plans to change accounting practices or policies and the financial impact thereof;
- (b) any significant or unusual transactions;
- (c) significant management estimates and judgments; and
- (d) monthly financial statements.

Following the review by the Audit Committee of the documents set out above, the Audit Committee will recommend to the Board of Directors that such documents be approved by the Board of Directors and filed with all applicable securities regulatory bodies and/or be sent to shareholders.

3. External Auditors

The Audit Committee is directly responsible for the appointment, compensation and oversight of the work of the external auditors of Eureka (including resolution of disagreements between management and the external auditors regarding financial reporting) for the purpose of preparing or issuing its audit report or performing other audit, review or attest services. As a result, the Audit Committee will review and recommend the appointment of the external auditors and the remuneration of the external auditors.

The Audit Committee will review on an annual basis the performance of the external auditors of Eureka. The Audit Committee will discuss with the external auditors any disclosed relationships or non-audit services that the external auditors propose to provide to Eureka or any of its subsidiaries that may impact the objectivity and independence of the external auditors in order to satisfy itself of the independence of the external auditors.

In addition, the Audit Committee will review on an annual basis the scope and plan of the work to be done by the external auditors of Eureka for the coming financial year.

Prior to the release of the annual financial statements of Eureka, the Audit Committee will discuss certain matters required to be communicated to the Audit Committee by the external auditors in accordance with the standards established by the Canadian Institute of Chartered Accountants. The Committee will also consider the external auditors' judgment about the quality and appropriateness of Eureka's accounting principles as applied in the Eureka's financial reporting.

4. Legal and Compliance

The Audit Committee is responsible for reviewing with management of Eureka the following:

- (a) any off-balance sheet transactions, arrangements, obligations (including contingent obligations) and other relationships of Eureka and its subsidiaries which would have a material current or future effect on the financial condition of Eureka;
- (b) major risk exposures facing Eureka and the steps that management has taken to monitor, control and manage such exposures, including Eureka's risk assessment and risk management guidelines and policies;
- (c) any litigation, claim or other contingency, including tax assessments that could have a material effect upon the financial position or operating results of Eureka and its subsidiaries and the manner in which these matters have been disclosed in the financial statements; and

- (d) the quarterly and annual certificates of the Chief Executive Officer and the Chief Financial Officer of Eureka certifying Eureka's quarterly and annual financial filings in compliance with Multilateral Instrument 52-109 of the Canadian Securities Administrators.

5. Internal Controls

The Audit Committee is responsible for reviewing the adequacy of Eureka's internal control structures and procedures designed to ensure compliance with applicable laws and regulations.

The Audit Committee is responsible for establishing procedures for the following:

- (a) the receipt, retention and treatment of complaints received by Eureka regarding accounting, internal accounting controls, or auditing matters; and
- (b) the confidential, anonymous submission by employees or consultants of Eureka of concerns regarding questionable accounting or auditing matters.

The Audit Committee will review and approve Eureka's hiring policies regarding partners, employees and former partners and employees of the present and former external auditors. The Audit Committee will also review the letters from the external auditors of Eureka outlining the material weaknesses in internal controls noted from their audit, including relevant drafts of such letters.

Schedule “C”

Proposed Articles

Incorporation No. BC0384825

BUSINESS CORPORATIONS ACT

ARTICLES

OF

EUREKA RESOURCES, INC.

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Incorporation No. BC0384825

BUSINESS CORPORATIONS ACT
ARTICLES
OF
EUREKA RESOURCES, INC.
(the “Company”)

Part 1– Interpretation

1.1 Definitions

Without limiting Article 1.2, in these Articles, unless the context requires otherwise:

- (a) “adjourned meeting” means the meeting to which a meeting is adjourned under Article 8.6 or 8.9;
- (b) “board” and “directors” mean the board of directors of the Company for the time being;
- (c) “Business Corporations Act” means the *Business Corporations Act*, S.B.C. 2002, c.57, and includes its regulations;
- (d) “Company” means Eureka Resources, Inc.;
- (e) “Interpretation Act” means the Interpretation Act, R.S.B.C. 1996, c. 238; and
- (f) “trustee”, in relation to a shareholder, means the personal or other legal representative of the shareholder, and includes a trustee in bankruptcy of the shareholder.

1.2 Business Corporations Act definitions apply

The definitions in the *Business Corporations Act* apply to these Articles.

1.3 Interpretation Act applies

The *Interpretation Act* applies to the interpretation of these Articles as if these Articles were an enactment.

1.4 Conflict in definitions

If there is a conflict between a definition in the *Business Corporations Act* and a definition or rule in the *Interpretation Act* relating to a term used in these Articles, the definition in the *Business Corporations Act* will prevail in relation to the use of the term in these Articles.

1.5 Conflict between Articles and legislation

If there is a conflict between these Articles and the *Business Corporations Act*, the *Business Corporations Act* will prevail.

Part 2 – Shares and Share certificates

2.1 Form of share certificate

Each share certificate issued by the Company must comply with, and be signed as required by, the *Business Corporations Act*.

2.2 Shareholder Entitled to Certificate or Acknowledgement

Unless the shares are uncertificated shares, each shareholder is entitled, without charge, to (a) one share certificate representing the shares of each class or series of shares registered in the shareholder’s name or (b) a non-transferable written acknowledgement of the shareholder’s right to obtain such a share certificate, provided

that in respect of a share held jointly by several persons, the Company is not bound to issue more than one share certificate and delivery of a share certificate for a share to one of several joint shareholders or to one of the shareholders' duly authorized agents will be sufficient delivery to all.

2.3 Sending of share certificate

Any share certificate to which a shareholder is entitled may be sent to the shareholder by mail and neither the Company nor any agent is liable for any loss to the shareholder because the certificate sent is lost in the mail or stolen.

2.4 Replacement of worn out or defaced certificate

If the directors are satisfied that a share certificate is worn out or defaced, they must, on production to them of the certificate and on such other terms, if any, as they think fit:

- (a) order the certificate to be cancelled; and
- (b) issue a replacement share certificate.

2.5 Replacement of lost, stolen or destroyed certificate

If a share certificate is lost, stolen or destroyed, a replacement share certificate must be issued to the person entitled to that certificate if the directors receive:

- (a) proof satisfactory to them that the certificate is lost, stolen or destroyed; and
- (b) any indemnity the directors consider adequate.

2.6 Splitting share certificates

If a shareholder surrenders a share certificate to the Company with a written request that the Company issue in the shareholder's name 2 or more certificates, each representing a specified number of shares and in the aggregate representing the same number of shares as the certificate so surrendered, the Company must cancel the surrendered certificate and issue replacement share certificates in accordance with that request.

2.7 Shares may be uncertificated

Notwithstanding any other provisions of this Part, the directors may, by resolution, provide that:

- (a) the shares of any or all of the classes and series of the Company's shares may be uncertificated shares; or
- (b) any specified shares may be uncertificated shares.

Part 3 – Issue of Shares

3.1 Directors authorized to issue shares

The directors may, subject to the rights of the holders of the issued shares of the Company, issue, allot, sell, grant options on or otherwise dispose of the unissued shares, and issued shares held by the Company, at the times, to the persons, including directors, in the manner, on the terms and conditions and for the issue prices that the directors, in their absolute discretion, may determine.

3.2 Company need not recognize unregistered interests

Except as required by law or these Articles, the Company need not recognize or provide for any person's interests in or rights to a share unless that person is the shareholder of the share.

Part 4 – Share Transfers

4.1 Recording or registering transfer

A transfer of a share of the Company must not be registered

- (a) unless a duly signed instrument of transfer in respect of the share has been received by the Company and the certificate (or acceptable documents pursuant to Article 2.5 hereof) representing the share to be transferred has been surrendered and cancelled; or

- (b) if no certificate has been issued by the Company in respect of the share, unless a duly signed instrument of transfer in respect of the share has been received by the Company.

4.2 Form of instrument of transfer

The instrument of transfer in respect of any share of the Company must be either in the form, if any, on the back of the Company's share certificates or in any other form that may be approved by the directors from time to time.

4.3 Signing of instrument of transfer

If a shareholder, or his or her duly authorized attorney, signs an instrument of transfer in respect of shares registered in the name of the shareholder, the signed instrument of transfer constitutes a complete and sufficient authority to the Company and its directors, officers and agents to register the number of shares specified in the instrument of transfer, or, if no number is specified, all the shares represented by share certificates deposited with the instrument of transfer:

- (a) in the name of the person named as transferee in that instrument of transfer; or
- (b) if no person is named as transferee in that instrument of transfer, in the name of the person on whose behalf the share certificate is deposited for the purpose of having the transfer registered.

4.4 Enquiry as to title not required

Neither the Company nor any director, officer or agent of the Company is bound to inquire into the title of the person named in the instrument of transfer as transferee or, if no person is named as transferee in the instrument of transfer, of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered or is liable for any claim related to registering the transfer by the shareholder or by any intermediate owner or holder of the shares, of any interest in the shares, of any share certificate representing such shares or of any written acknowledgment of a right to obtain a share certificate for such shares.

4.5 Transfer fee

There must be paid to the Company, in relation to the registration of any transfer, the amount determined by the directors from time to time.

Part 5 – Acquisition of Shares

5.1 Company authorized to purchase shares

Subject to the special rights and restrictions attached to any class or series of shares, the Company may, if it is authorized to do so by the directors, purchase or otherwise acquire any of its shares.

5.2 Company authorized to accept surrender of shares

The Company may, if it is authorized to do so by the directors, accept a surrender of any of its shares.

5.3 Company authorized to convert fractional shares into whole shares

The Company may, if it is authorized to do so by the directors, convert any of its fractional shares into whole shares in accordance with, and subject to the limitations contained in, the *Business Corporations Act*.

Part 6 – Borrowing Powers

6.1 Powers of directors

The directors may from time to time on behalf of the Company:

- (a) borrow money in the manner and amount, on the security, from the sources and on the terms and conditions that they consider appropriate;
- (b) issue bonds, debentures and other debt obligations either outright or as security for any liability or obligation of the Company or any other person, and at any discount or premium and on such other terms as they consider appropriate;

- (c) guarantee the repayment of money by any other person or the performance of any obligation of any other person; and
- (d) mortgage or charge, whether by way of specific or floating charge, or give other security on the whole or any part of the present and future assets and undertaking of the Company.

Part 7 – General Meetings

7.1 Annual general meetings

Unless an annual general meeting is deferred or waived in accordance with section 182(2)(a) or (c) of the *Business Corporations Act*, the Company must hold its first annual general meeting within 18 months after the date on which it was incorporated or otherwise recognized, and after that must hold an annual general meeting at least once in each calendar year and not more than 15 months after the last annual general meeting.

7.2 When annual general meeting is deemed to have been held

If all of the shareholders who are entitled to vote at an annual general meeting consent by a unanimous resolution under the *Business Corporations Act* to all of the business that is required to be transacted at that annual general meeting, the annual general meeting is deemed to have been held on the date of the unanimous resolution. The shareholders must, in any unanimous resolution passed under this Article 7.2, select as the Company's annual reference date a date that would be appropriate for the holding of the applicable annual general meeting.

7.3 Calling of shareholder meetings

The directors may, whenever they think fit, call a meeting of shareholders.

7.4 Notice for meetings of shareholders

The Company must send notice of the date, time and location of any meeting of shareholders, in the manner provided in these Articles, or in such other manner, if any, as may be prescribed by ordinary resolution (whether previous notice of the resolution has been given or not), to each shareholder entitled to attend the meeting and to each director, unless these Articles otherwise provide, at least the following number of days before the meeting:

- (a) if and for so long as the Company is a public company, 21 days;
- (b) otherwise, 10 days.

7.5 Record date for notice

The directors may set a date as the record date for the purpose of determining shareholders entitled to notice of any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the *Business Corporations Act*, by more than four months. The record date must not precede the date on which the meeting is held by fewer than:

- (a) if and for so long as the Company is a public company, 21 days;
- (b) otherwise, 10 days.

If no record date is set, the record date is 5 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

7.6 Record date for voting

The directors may set a date as the record date for the purpose of determining shareholders entitled to vote at any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the *Business Corporations Act*, by more than four months. If no record date is set, the record date is 5 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

7.7 Failure to give notice and waiver of notice

The accidental omission to send notice of any meeting to, or the non-receipt of any notice by, any of the persons entitled to notice does not invalidate any proceedings at that meeting. Any person entitled to notice of a meeting of shareholders may, in writing or otherwise, waive or reduce the period of notice of such meeting.

7.8 Notice of special business at meetings of shareholders

If a meeting of shareholders is to consider special business within the meaning of Article 8.1, the notice of meeting must:

- (a) state the general nature of the special business; and
- (b) if the special business includes considering, approving, ratifying, adopting or authorizing any document or the signing of or giving of effect to any document, have attached to it a copy of the document or state that a copy of the document will be available for inspection by shareholders:
 - (i) at the Company's records office, or at such other reasonably accessible location in British Columbia as is specified in the notice, and
 - (ii) during statutory business hours on any one or more specified days before the day set for the holding of the meeting.

Part 8 – Proceedings at Meetings of Shareholders

8.1 Special business

At a meeting of shareholders, the following business is special business:

- (a) at a meeting of shareholders that is not an annual general meeting, all business is special business except business relating to the conduct of or voting at the meeting or the election or appointment of directors;
- (b) at an annual general meeting, all business is special business except for the following:
 - (i) business relating to the conduct of or voting at the meeting,
 - (ii) consideration of any financial statements of the Company presented to the meeting,
 - (iii) consideration of any reports of the directors or auditor,
 - (iv) the setting or changing of the number of directors,
 - (v) the election or appointment of directors,
 - (vi) the appointment of an auditor,
 - (vii) the setting of the remuneration of an auditor,
 - (viii) business arising out of a report of the directors not requiring the passing of a special resolution or an exceptional resolution, and
 - (ix) any other business which, under these Articles or the Business Corporations Act, may be transacted at a meeting of shareholders without prior notice of the business being given to the shareholders.

8.2 Special resolution

The votes required for the Company to pass a special resolution at a meeting of shareholders is two-thirds of the votes cast on the resolution.

8.3 Quorum

Subject to the special rights and restrictions attached to the shares of any affected class or series of shares, the quorum for the transaction of business at a meeting of shareholders is one or more persons, present in person or by proxy.

8.4 Other persons may attend

The directors, the president, if any, the secretary, if any, and any lawyer or auditor for the Company are entitled to attend any meeting of shareholders, but if any of those persons do attend a meeting of shareholders, that person is not to be counted in the quorum, and is not entitled to vote at the meeting, unless that person is a shareholder or proxy holder entitled to vote at the meeting.

8.5 Requirement of quorum

No business, other than the election of a chair of the meeting and the adjournment of the meeting, may be transacted at any meeting of shareholders unless a quorum of shareholders entitled to vote at the meeting is present at the commencement of the meeting.

8.6 Lack of quorum

If, within 1/2 hour from the time set for the holding of a meeting of shareholders, a quorum is not present:

- (a) in the case of a general meeting convened by requisition of shareholders, the meeting is dissolved; and
- (b) in the case of any other meeting of shareholders, the shareholders entitled to vote at the meeting who are present, in person or by proxy, at the meeting may adjourn the meeting to a set time and place.

8.7 Chair

The following individual is entitled to preside as chair at a meeting of shareholders:

- (a) the chair of the board, if any;
- (b) if the chair of the board is absent or unwilling to act as chair of the meeting, the president, if any.

8.8 Alternate chair

At any meeting of shareholders, the directors present must choose one of their number to be chair of the meeting if:
(a) there is no chair of the board or president present within 15 minutes after the time set for holding the meeting;
(b) the chair of the board and the president are unwilling to act as chair of the meeting; or (c) if the chair of the board and the president have advised the secretary, if any, or any director present at the meeting, that they will not be present at the meeting. If, in any of the foregoing circumstances, all of the directors present decline to accept the position of chair or fail to choose one of their number to be chair of the meeting, or if no director is present, the shareholders present in person or by proxy must choose any person present at the meeting to chair the meeting.

8.9 Adjournments

The chair of a meeting of shareholders may, and if so directed by the meeting must, adjourn the meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

8.10 Notice of adjourned meeting

It is not necessary to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting of shareholders except that, when a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of the original meeting.

8.11 Motion need not be seconded

No motion proposed at a meeting of shareholders need be seconded unless the chair of the meeting rules otherwise, and the chair of any meeting of shareholders is entitled to propose or second a motion.

8.12 Manner of taking a poll

Subject to Article 8.13, if a poll is duly demanded at a meeting of shareholders:

- (a) the poll must be taken
 - (i) at the meeting, or within 7 days after the date of the meeting, as the chair of the meeting directs, and
 - (ii) in the manner, at the time and at the place that the chair of the meeting directs;
- (b) the result of the poll is deemed to be a resolution of, and passed at, the meeting at which the poll is demanded; and
- (c) the demand for the poll may be withdrawn.

8.13 Demand for a poll on adjournment

A poll demanded at a meeting of shareholders on a question of adjournment must be taken immediately at the meeting.

8.14 Demand for a poll not to prevent continuation of meeting

The demand for a poll at a meeting of shareholders does not, unless the chair of the meeting so rules, prevent the continuation of a meeting for the transaction of any business other than the question on which a poll has been demanded.

8.15 Poll not available in respect of election of chair

No poll may be demanded in respect of the vote by which a chair of a meeting of shareholders is elected.

8.16 Casting of votes on poll

On a poll, a shareholder entitled to more than one vote need not cast all the votes in the same way.

8.17 Chair must resolve dispute

In the case of any dispute as to the admission or rejection of a vote given on a poll, the chair of the meeting must determine the same, and his or her determination made in good faith is final and conclusive.

8.18 Chair has no second vote

In case of an equality of votes, the chair of a meeting of shareholders does not, either on a show of hands or on a poll, have a casting or second vote in addition to the vote or votes to which the chair may be entitled as a shareholder.

8.19 Declaration of result

The chair of a meeting of shareholders must declare to the meeting the decision on every question in accordance with the result of the show of hands or the poll, as the case may be, and that decision must be entered in the minutes of the meeting.

8.20 Meetings by telephone or other communications medium

A shareholder or proxy holder who is entitled to participate in a meeting of shareholders may do so in person, or by telephone or other communications medium, if all shareholders and proxy holders participating in the meeting are able to communicate with each other; provided, however, that nothing in this Section shall obligate the Company to take any action or provide any facility to permit or facilitate the use of any communications medium at a meeting of shareholders. If one or more shareholders or proxy holders participate in a meeting of shareholders in a manner contemplated by this Article 8.20:

- (a) each such shareholder or proxy holder shall be deemed to be present at the meeting; and
- (b) the meeting shall be deemed to be held at the location specified in the notice of the meeting.

Part 9 – Alterations and Resolutions

9.1 Alteration of Authorized Share Structure

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

- (a) create one or more classes or series of shares or, if none of the shares of a class or series of shares are allotted or issued, eliminate that class or series of shares;
- (b) increase, reduce or eliminate the maximum number of shares that the Company is authorized to issue out of any class or series of shares or establish a maximum number of shares that the Company is authorized to issue out of any class or series of shares for which no maximum is established;
- (c) if the Company is authorized to issue shares of a class of shares with par value:
 - (i) decrease the par value of those shares,
 - (ii) if none of the shares of that class of shares are allotted or issued, increase the par value of those shares,
 - (iii) subdivide all or any of its unissued or fully paid issued shares with par value into shares of smaller par value, or
 - (iv) consolidate all or any of its unissued or fully paid issued shares with par value into shares of larger par value;
- (d) subdivide all or any of its unissued or fully paid issued shares without par value;
- (e) change all or any of its unissued or fully paid issued shares with par value into shares without par value or all or any of its unissued shares without par value into shares with par value;
- (f) alter the identifying name of any of its shares;
- (g) consolidate all or any of its unissued or fully paid issued shares without par value; or
- (h) otherwise alter its shares or authorized share structure when required or permitted to do so by the Business Corporations Act.

9.2 Change of Name

The Company may by resolution of the directors authorize an alteration to its Notice of Articles in order to change its name or adopt or change any translation of that name.

9.3 Other Alterations or Resolutions

If the *Business Corporations Act* does not specify:

- (a) the type of resolution and these Articles do not specify another type of resolution, the Company may by resolution of the directors authorize any act of the Company, including without limitation, an alteration of these Articles; or
- (b) the type of shareholders' resolution and these Articles do not specify another type of shareholders' resolution, the Company may by ordinary resolution authorize any act of the Company.

Part 10 – Votes of Shareholders

10.1 Voting rights

Subject to any special rights or restrictions attached to any shares and to the restrictions imposed on joint registered holders of shares under Article 10.3:

- (a) on a vote by show of hands, every person present who is a shareholder or proxy holder and entitled to vote at the meeting has one vote; and
- (b) on a poll, every shareholder entitled to vote has one vote in respect of each share held by that shareholder that carries the right to vote on that poll and may exercise that vote either in person or by proxy.

10.2 Trustee of shareholder may vote

A person who is not a shareholder may vote on a resolution at a meeting of shareholders, whether on a show of hands or on a poll, and may appoint a proxy holder to act at the meeting in relation to that resolution, if, before doing so, the person satisfies the chair of the meeting at which the resolution is to be considered, or satisfies all of the directors present at the meeting, that the person is a trustee for a shareholder who is entitled to vote on the resolution.

10.3 Votes by joint shareholders

If there are joint shareholders registered in respect of any share:

- (a) any one of the joint shareholders, but not both or all, may vote at any meeting, either personally or by proxy, in respect of the share as if that joint shareholder were solely entitled to it; or
- (b) if more than one of the joint shareholders is present at any meeting, personally or by proxy, the joint shareholder present whose name stands first on the central securities register in respect of the share is alone entitled to vote in respect of that share.

10.4 Trustees as joint shareholders

Two or more trustees of a shareholder in whose sole name any share is registered are, for the purposes of Article 10.3, deemed to be joint shareholders.

10.5 Representative of a corporate shareholder

If a corporation that is not a subsidiary of the Company is a shareholder, that corporation may appoint a person to act as its representative at any meeting of shareholders of the Company, and:

- (a) for that purpose, the instrument appointing a representative must
 - (i) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least 2 business days before the day set for the holding of the meeting, or
 - (ii) unless the notice of the meeting provides otherwise, be provided, at the meeting, to the chair of the meeting; and
- (b) if a representative is appointed under this Article 10.5,
 - (i) the representative is entitled to exercise in respect of and at that meeting the same rights on behalf of the corporation that the representative represents as that corporation could exercise if it were a shareholder who is an individual, including, without limitation, the right to appoint a proxy holder, and
 - (ii) the representative, if present at the meeting, is to be counted for the purpose of forming a quorum and is deemed to be a shareholder present in person at the meeting.

10.6 When proxy provisions do not apply

Articles 10.7 to 10.13 do not apply to the Company if and for so long as it is a public company.

10.7 Appointment of proxy holder

Every shareholder of the Company, including a corporation that is a shareholder but not a subsidiary of the Company, entitled to vote at a meeting of shareholders of the Company may, by proxy, appoint a proxy holder to attend and act at the meeting in the manner, to the extent and with the powers conferred by the proxy.

10.8 Alternate proxy holders

A shareholder may appoint one or more alternate proxy holders to act in the place of an absent proxy holder.

10.9 When proxy holder need not be shareholder

A person must not be appointed as a proxy holder unless the person is a shareholder, although a person who is not a shareholder may be appointed as a proxy holder if:

- (a) the person appointing the proxy holder is a corporation or a representative of a corporation appointed under Article 10.5;
- (b) the Company has at the time of the meeting for which the proxy holder is to be appointed only one shareholder entitled to vote at the meeting; or
- (c) the shareholders present in person or by proxy at and entitled to vote at the meeting for which the proxy holder is to be appointed, by a resolution on which the proxy holder is not entitled to vote but in respect of which the proxy holder is to be counted in the quorum, permit the proxy holder to attend and vote at the meeting.

10.10 Form of proxy

A proxy, whether for a specified meeting or otherwise, must be either in the following form or in any other form approved by the directors or the chair of the meeting:

(Name of Company)

The undersigned, being a shareholder of the above named Company, hereby appoints or, failing that person,, as proxy holder for the undersigned to attend, act and vote for and on behalf of the undersigned at the meeting of shareholders to be held on the day of and at any adjournment of that meeting.

Signed this day of,

.....

Signature of shareholder

10.11 Provision of proxies

A proxy for a meeting of shareholders must:

- (a) be received at the registered office of the Company or at any other place specified in the notice calling the meeting for the receipt of proxies, at least the number of business days specified in the notice or, if no number of days is specified, 2 business days before the day set for the holding of the meeting; or
- (b) unless the notice of the meeting provides otherwise, be provided at the meeting to the chair of the meeting.

10.12 Revocation of proxies

Subject to Article 10.13, every proxy may be revoked by an instrument in writing that is:

- (a) received at the registered office of the Company at any time up to and including the last business day before the day set for the holding of the meeting at which the proxy is to be used; or
- (b) provided at the meeting to the chair of the meeting.

10.13 Revocation of proxies must be signed

An instrument referred to in Article 10.12 must be signed as follows:

- (a) if the shareholder for whom the proxy holder is appointed is an individual, the instrument must be signed by the shareholder or his or her trustee; or
- (b) if the shareholder for whom the proxy holder is appointed is a corporation, the instrument must be signed by the corporation or by a representative appointed for the corporation under Article 10.5.

10.14 Validity of proxy votes

A vote given in accordance with the terms of a proxy is valid despite the death or incapacity of the shareholder giving the proxy and despite the revocation of the proxy or the revocation of the authority under which the proxy is given, unless notice in writing of that death, incapacity or revocation is received:

- (a) at the registered office of the Company, at any time up to and including the last business day before the day set for the holding of the meeting at which the proxy is to be used; or
- (b) by the chair of the meeting, before the vote is taken.

10.15 Production of evidence of authority to vote

The chair of any meeting of shareholders may, but need not, inquire into the authority of any person to vote at the meeting and may, but need not, demand from that person production of evidence as to the existence of the authority to vote.

Part 11 – Directors

11.1 First directors; number of directors

The first directors are the persons designated as directors of the Company in the Notice of Articles that applies to the Company when it is recognized under the *Business Corporations Act*. The number of directors, excluding additional directors appointed under Article 12.7, is set at:

- (a) subject to paragraphs (b) and (c), the number of directors that is equal to the number of the Company's first directors;
- (b) if the Company is a public company, the greater of three and the number most recently elected by ordinary resolution (whether or not previous notice of the resolution was given); and
- (c) if the Company is not a public company, the number most recently elected by ordinary resolution (whether or not previous notice of the resolution was given).

11.2 Change in number of directors

If the number of directors is set under Articles 11.1(b) or 11.1(c):

- (a) the shareholders may elect or appoint the directors needed to fill any vacancies in the board of directors up to that number;
- (b) if, contemporaneously with setting that number, the shareholders do not elect or appoint the directors needed to fill vacancies in the board of directors up to that number, then the directors may appoint, or the shareholders may elect or appoint, directors to fill those vacancies.

11.3 Directors' acts valid despite vacancy

An act or proceeding of the directors is not invalid merely because fewer directors have been appointed or elected than the number of directors set or otherwise required under these Articles.

11.4 Qualifications of directors

A director is not required to hold a share in the capital of the Company as qualification for his or her office but must be qualified as required by the *Business Corporations Act* to become, act or continue to act as a director.

11.5 Remuneration of directors

The directors are entitled to the remuneration, if any, for acting as directors as the directors may from time to time determine. If the directors so decide, the remuneration of the directors will be determined by the shareholders. That remuneration may be in addition to any salary or other remuneration paid to a director in such director's capacity as an officer or employee of the Company.

11.6 Reimbursement of expenses of directors

The Company must reimburse each director for the reasonable expenses that he or she may incur in and about the business of the Company.

11.7 Special remuneration for directors

If any director performs any professional or other services for the Company that in the opinion of the directors are outside the ordinary duties of a director, or if any director is otherwise specially occupied in or about the Company's

business, he or she may be paid remuneration fixed by the directors, or, at the option of that director, fixed by ordinary resolution, and such remuneration may be either in addition to, or in substitution for, any other remuneration that he or she may be entitled to receive.

11.8 Gratuity, pension or allowance on retirement of director

Unless otherwise determined by ordinary resolution, the directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any director who has held any salaried office or place of profit with the Company or to his or her spouse or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

Part 12 – Election and Removal of Directors

12.1 Election at annual general meeting

At every annual general meeting and in every unanimous resolution contemplated by Article 7.2:

- (a) the shareholders entitled to vote at the annual general meeting for the election of directors may elect, or in the unanimous resolution appoint, a board of directors consisting of up to the number of directors for the time being set under these Articles; and
- (b) all the directors cease to hold office immediately before the election or appointment of directors under paragraph (a), but are eligible for re-election or re-appointment.

12.2 Consent to be a director

No election, appointment or designation of an individual as a director is valid unless:

- (a) that individual consents to be a director in the manner provided for in the Business Corporations Act;
- (b) that individual is elected or appointed at a meeting at which the individual is present and the individual does not refuse, at the meeting, to be a director; or
- (c) with respect to first directors, the designation is otherwise valid under the Business Corporations Act.

12.3 Failure to elect or appoint directors

If:

- (a) the Company fails to hold an annual general meeting, and all the shareholders who are entitled to vote at an annual general meeting fail to pass the unanimous resolution contemplated by Article 7.2, on or before the date by which the annual general meeting is required to be held under the Business Corporations Act; or
- (b) the shareholders fail, at the annual general meeting or in the unanimous resolution contemplated by Article 7.2, to elect or appoint any directors;

then each director in office at such time continues to hold office until the earlier of:

- (c) the date on which his or her successor is elected or appointed; and
- (d) the date on which he or she otherwise ceases to hold office under the Business Corporations Act or these Articles.

12.4 Directors may fill casual vacancies

Any casual vacancy occurring in the board of directors may be filled by the remaining directors.

12.5 Remaining directors' power to act

The directors may act notwithstanding any vacancy in the board of directors, but if the Company has fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the directors may only act for the purpose of appointing directors up to that number or for the purpose of summoning a meeting of shareholders to fill any vacancies on the board of directors or for any other purpose permitted by the *Business Corporations Act*.

12.6 Shareholders may fill vacancies

If the Company has no directors or fewer directors in office than the number set pursuant to these Articles as the quorum of directors, and the directors have not filled the vacancies pursuant to Article 12.5 above, the shareholders may elect or appoint directors to fill any vacancies on the board of directors.

12.7 Additional directors

Notwithstanding Articles 11.1 and 11.2, between annual general meetings or unanimous resolutions contemplated by Article 7.2, the directors may appoint one or more additional directors, but the number of additional directors appointed under this Article 12.7 must not at any time exceed:

- (a) one-third of the number of first directors, if, at the time of the appointments, one or more of the first directors have not yet completed their first term of office; or
- (b) in any other case, one-third of the number of the current directors who were elected or appointed as directors other than under this Article 12.7.

Any director so appointed ceases to hold office immediately before the next election or appointment of directors under Article 12.1(a), but is eligible for re-election or re-appointment.

12.8 Ceasing to be a director

A director ceases to be a director when:

- (a) the term of office of the director expires;
- (b) the director dies;
- (c) the director resigns as a director by notice in writing provided to the Company or a lawyer for the Company; or
- (d) the director is removed from office pursuant to Articles 12.9 or 12.10.

12.9 Removal of director by shareholders

The Shareholders may, by special resolution, remove any director before the expiration of his or her term of office, and may, by ordinary resolution, elect or appoint a director to fill the resulting vacancy. If the shareholders do not contemporaneously elect or appoint a director to fill the vacancy created by the removal of a director, then the directors may appoint, or the shareholders may elect or appoint by ordinary resolution, a director to fill that vacancy.

12.10 Removal of director by directors

The directors may remove any director before the expiration of his or her term of office if the director is convicted of an indictable offence, or if the director ceases to be qualified to act as a director of a company and does not promptly resign, and the directors may appoint a director to fill the resulting vacancy.

12.11 Nominations of directors

- (a) Only persons who are nominated in accordance with the following procedures shall be eligible for election as directors of the Company.
- (b) Nominations of persons for election to the board may be made at any annual meeting of shareholders or at any special meeting of shareholders (if one of the purposes for which the special meeting was called was the election of directors):
 - (i) by or at the direction of the board, including pursuant to a notice of meeting;
 - (ii) by or at the direction or request of one or more shareholders pursuant to a proposal made in accordance with the provisions of the Business Corporations Act, or a requisition of the shareholders made in accordance with the provisions of the Business Corporations Act; or

- (iii) by any person (a “Nominating Shareholder”): (A) who, at the close of business on the date of the giving of the notice provided for below in this Article 12.11 and on the record date for notice of such meeting, is entered in the securities register as a holder of one or more shares carrying the right to vote at such meeting or who beneficially owns shares that are entitled to be voted at such meeting; and (B) who complies with the notice procedures set forth below in this Article 12.11.
- (c) In addition to any other applicable requirements, for a nomination to be made by a Nominating Shareholder, the Nominating Shareholder must have given timely notice thereof (as provided for in Article 12.11(d)) in proper written form to the secretary of the Company at the principal executive offices of the Company.
- (d) To be timely, a Nominating Shareholder’s notice to the secretary of the Company must be given:
 - (i) in the case of an annual meeting of shareholders, not less than 30 nor more than 65 days prior to the date of the annual meeting of shareholders; provided, however, that in the event that the annual meeting of shareholders is to be held on a date that is less than 50 days after the date (the “Notice Date”) on which the first public announcement (as defined below) of the date of the annual meeting was made, notice by the Nominating Shareholder may be given not later than the close of business on the tenth (10th) day after the Notice Date in respect of such meeting; and
 - (ii) in the case of a special meeting (which is not also an annual meeting) of shareholders called for the purpose of electing directors (whether or not called for other purposes), not later than the close of business on the fifteenth (15th) day following the day on which the first public announcement of the date of the special meeting of shareholders was made.

In no event shall any adjournment or postponement of a meeting of shareholders or the announcement thereof commence a new time period for the giving of a Nominating Shareholder’s notice as described above.

- (e) To be in proper written form, a Nominating Shareholder’s notice to the secretary of the Company must set forth:
 - (i) as to each person whom the Nominating Shareholder proposes to nominate for election as a director: (A) the name, age, business address and residential address of the person; (B) the principal occupation or employment of the person during the past five years; (C) the class or series and number of shares in the capital of the Company which are controlled or which are owned beneficially or of record by the person as of the record date for the meeting of shareholders (if such date shall then have been made publicly available and shall have occurred) and as of the date of such notice; (D) a statement as to whether such person would be “independent” of the Company (as such term is defined under Applicable Securities Laws (as defined below)) if elected as a director at such meeting and the reasons and basis for such determination; (E) a description of all direct and indirect compensation and other material monetary agreements, arrangements and understandings during the past three years, and any other material relationships, between or among such Nominating Shareholder and beneficial owner, if any, and their respective affiliates and associates, or others acting jointly or in concert therewith, on the one hand, and such nominee, and his or her respective associates, or others acting jointly or in concert therewith, on the other hand; and (F) any other information relating to the person that would be required to be disclosed in a dissident’s proxy circular in connection with solicitations of proxies for election of directors pursuant to the Business Corporations Act and Applicable Securities Laws (as defined below); and
 - (ii) as to the Nominating Shareholder giving the notice: (A) any proxy, contract, arrangement, understanding or relationship pursuant to which such Nominating Shareholder has a right to vote any shares of the Company; (B) the class or series and number of shares in the capital of the

Company which are controlled or which are owned beneficially or of the record by the Nominating Shareholder as of the record date for the meeting of shareholders (if such date shall then have been made publicly available and shall have occurred) and as of the date of such notice, and (C) any other information relating to such Nominating Shareholder that would be required to be made in a dissident's proxy circular in connection with solicitations of proxies for election of directors pursuant to the Business Corporations Act and Applicable Securities Laws (as defined below).

- (f) The Company may require any proposed nominee to furnish such other information as may reasonably be required by the Company to determine the eligibility of such proposed nominee to serve as an independent director of the Company or that could be material to a reasonable shareholder's understanding of the independence, or lack thereof, of such proposed nominee.
- (g) The chair of the meeting shall have the power and duty to determine whether a nomination was made in accordance with the provisions set forth in this Article 12.11 and, if any proposed nomination is not in compliance with such provisions, to declare that such defective nomination shall be disregarded.
- (h) For purposes of this Article 12.11:
 - (i) "Affiliate", when used to indicate a relationship with a person, means a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such specified person;
 - (ii) "Applicable Securities Laws" means the applicable securities legislation of each relevant province and territory of Canada, as amended from time to time, the rules, regulations and forms made or promulgated under any such statute and the published national instruments, multilateral instruments, policies, bulletins and notices of the securities commission and similar regulatory authority of each province and territory of Canada;
 - (iii) "Associate", when used to indicate a relationship with a specified person, means:
 - A. any corporation or trust of which such person beneficially owns, directly or indirectly, voting securities carrying more than 10% of the voting rights attached to all voting securities of such corporation or trust for the time being outstanding,
 - B. any partner of that person,
 - C. any trust or estate in which such person has a substantial beneficial interest or as to which such person serves as trustee or in a similar capacity,
 - D. a spouse of such specified person,
 - E. any person of either sex with whom such specified person is living in a conjugal relationship outside marriage, or
 - F. any relative of such specified person or of a person mentioned in clauses D or E of this definition if that relative has the same residence as the specified person;
 - (iv) "Derivatives Contract" means a contract between two parties (the "Receiving Party" and the "Counterparty") that is designed to expose the Receiving Party to economic benefits and risks that correspond substantially to the ownership by the Receiving Party of a number of shares in the capital of the Company or securities convertible into such shares specified or referenced in such contract (the number corresponding to such economic benefits and risks, the "Notional Securities"), regardless of whether obligations under such contract are required or permitted to be settled through the delivery of cash, shares in the capital of the Company or securities convertible into such shares or other property, without regard to any short position under the same or any other Derivatives Contract. For the avoidance of doubt, interests in broad-based

index options, broad-based index futures and broad-based publicly traded market baskets of stocks approved for trading by the appropriate governmental authority shall not be deemed to be Derivatives Contracts;

- (v) “owned beneficially” or “owns beneficially” means, in connection with the ownership of shares in the capital of the Company by a person:
 - A. any such shares as to which such person or any of such person’s Affiliates or Associates owns at law or in equity, or has the right to acquire or become the owner at law or in equity, where such right is exercisable immediately or after the passage of time and whether or not on condition or the happening of any contingency or the making of any payment, upon the exercise of any conversion right, exchange right or purchase right attaching to any securities, or pursuant to any agreement, arrangement, pledge or understanding whether or not in writing,
 - B. any such shares as to which such person or any of such person’s Affiliates or Associates has the right to vote, or the right to direct the voting, where such right is exercisable immediately or after the passage of time and whether or not on condition or the happening of any contingency or the making of any payment, pursuant to any agreement, arrangement, pledge or understanding whether or not in writing,
 - C. any such shares which are beneficially owned, directly or indirectly, by a Counterparty (or any of such Counterparty’s Affiliates or Associates) under any Derivatives Contract (without regard to any short or similar position under the same or any other Derivatives Contract) to which such person or any of such person’s Affiliates or Associates is a Receiving Party; provided, however, that the number of shares that a person owns beneficially pursuant to this clause in connection with a particular Derivatives Contract shall not exceed the number of Notional Securities with respect to such Derivatives Contract; provided, further, that the number of securities owned beneficially by each Counterparty (including their respective Affiliates and Associates) under a Derivatives Contract shall for purposes of this clause be deemed to include all securities that are owned beneficially, directly or indirectly, by any other Counterparty (or any of such other Counterparty’s Affiliates or Associates) under any Derivatives Contract to which such first Counterparty (or any of such first Counterparty’s Affiliates or Associates) is a Receiving Party and this proviso shall be applied to successive Counterparties as appropriate, and
 - D. any such shares which are owned beneficially within the meaning of this definition by any other person with whom such person is acting jointly or in concert with respect to the Company or any of its securities; and
- (vi) “public announcement” shall mean disclosure in a press release reported by a national news service in Canada, or in a document publicly filed by the Company under its profile on the System of Electronic Document Analysis and Retrieval at www.sedar.com.
- (i) Notwithstanding any other provision of this Article 12.11, notice given to the secretary of the Company pursuant to this Article 12.11 may only be given by personal delivery, facsimile transmission or by email (at such email address as stipulated from time to time by the secretary of the Company for purposes of this notice), and shall be deemed to have been given and made only at the time it is served by personal delivery, email (at the address as aforesaid, provided that receipt of confirmation of such transmission has been received) or sent by facsimile transmission (provided that receipt of confirmation of such transmission has been received) to the secretary at the address of the principal executive offices of the Company; provided that if such delivery or electronic communication is made on a day which is a not a business day or later than 5:00 p.m. (Vancouver time) on a day which is a business day, then such delivery or electronic communication shall be deemed to have been made on the subsequent day that is a business day.

- (j) Notwithstanding the foregoing, the board may, in its sole discretion, waive any requirement in this Article 12.11.

Part 13 – Proceedings of Directors

13.1 Meetings of directors

The directors may meet together for the conduct of business, adjourn and otherwise regulate their meetings as they think fit, and meetings of the board held at regular intervals may be held at the place and at the time that the board may by resolution from time to time determine.

13.2 Chair of meetings

Meetings of directors are to be chaired by:

- (a) the chair of the board, if any;
- (b) in the absence of the chair of the board, the president, if any, if the president is a director; or
- (c) any other director chosen by the directors if:
 - (i) neither the chair of the board nor the president, if a director, is present at the meeting within 15 minutes after the time set for holding the meeting,
 - (ii) neither the chair of the board nor the president, if a director, is willing to chair the meeting, or
 - (iii) the chair of the board and the president, if a director, have advised the secretary, if any, or any other director, that they will not be present at the meeting.

13.3 Voting at meetings

Questions arising at any meeting of directors are to be decided by a majority of votes and, in the case of an equality of votes, the chair of the meeting does not have a second or casting vote.

13.4 Meetings by telephone or other communications medium

A director may participate in a meeting of the directors or of any committee of the directors in person, or by telephone or other communications medium, if all directors participating in the meeting are able to communicate with each other. A director may participate in a meeting of the directors or of any committee of the directors by a communications medium other than telephone if all directors participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other and if all directors who wish to participate in the meeting agree to such participation. A director who participates in a meeting in a manner contemplated by this Article 13.4 is deemed for all purposes of the *Business Corporations Act* and these Articles to be present at the meeting and to have agreed to participate in that manner.

13.5 Who may call extraordinary meetings

A director may call a meeting of the board at any time. The secretary, if any, must on request of a director, call a meeting of the board.

13.6 Notice of extraordinary meetings

Subject to Articles 13.7 and 13.8, if a meeting of the board is called under Article 13.4, reasonable notice of that meeting, specifying the place, date and time of that meeting, must be given to each of the directors:

- (a) by mail addressed to the director's address as it appears on the books of the Company or to any other address provided to the Company by the director for this purpose;
- (b) by leaving it at the director's prescribed address or at any other address provided to the Company by the director for this purpose; or
- (c) orally, by delivery of written notice or by telephone, voice mail, e-mail, fax or any other method of legibly transmitting messages.

13.7 When notice not required

It is not necessary to give notice of a meeting of the directors to a director if:

- (a) the meeting is to be held immediately following a meeting of shareholders at which that director was elected or appointed or is the meeting of the directors at which that director is appointed;
- (b) the director has filed a waiver under Article 13.9; or
- (c) the director attends such meeting.

13.8 Meeting valid despite failure to give notice

The accidental omission to give notice of any meeting of directors to any director, or the non-receipt of any notice by any director, does not invalidate any proceedings at that meeting.

13.9 Waiver of notice of meetings

Any director may file with the Company a notice waiving notice of any past, present or future meeting of the directors and may at any time withdraw that waiver with respect to meetings of the directors held after that withdrawal.

13.10 Effect of waiver

After a director files a waiver under Article 13.9 with respect to future meetings of the directors, and until that waiver is withdrawn, notice of any meeting of the directors need not be given to that director unless the director otherwise requires in writing to the Company.

13.11 Quorum

The quorum necessary for the transaction of the business of the directors may be set by the directors and, if not so set, is a majority of the directors.

13.12 If only one director

If, in accordance with Article 11.1, the number of directors is one, the quorum necessary for the transaction of the business of the directors is one director, and that director may constitute a meeting.

Part 14 – Committees of Directors

14.1 Appointment of committees

The directors may, by resolution:

- (a) appoint one or more committees consisting of the director or directors that they consider appropriate;
- (b) delegate to a committee appointed under paragraph (a) any of the directors' powers, except:
 - (i) the power to fill vacancies in the board,
 - (ii) the power to change the membership of, or fill vacancies in, any committee of the board, and
 - (iii) the power to appoint or remove officers appointed by the board; and
- (c) make any delegation referred to in paragraph (b) subject to the conditions set out in the resolution.

14.2 Obligations of committee

Any committee formed under Article 14.1, in the exercise of the powers delegated to it, must:

- (a) conform to any rules that may from time to time be imposed on it by the directors; and
- (b) report every act or thing done in exercise of those powers to the earliest meeting of the directors to be held after the act or thing has been done.

14.3 Powers of board

The board may, at any time:

- (a) revoke the authority given to a committee, or override a decision made by a committee, except as to acts done before such revocation or overriding;
- (b) terminate the appointment of, or change the membership of, a committee; and
- (c) fill vacancies in a committee.

14.4 Committee meetings

Subject to Article 14.2(a):

- (a) the members of a directors' committee may meet and adjourn as they think proper;
- (b) a directors' committee may elect a chair of its meetings but, if no chair of the meeting is elected, or if at any meeting the chair of the meeting is not present within 15 minutes after the time set for holding the meeting, the directors present who are members of the committee may choose one of their number to chair the meeting;
- (c) a majority of the members of a directors' committee constitutes a quorum of the committee; and
- (d) questions arising at any meeting of a directors' committee are determined by a majority of votes of the members present, and in case of an equality of votes, the chair of the meeting has no second or casting vote.

Part 15 – Officers

15.1 Appointment of officers

The board may, from time to time, appoint a president, secretary or any other officers that it considers necessary or desirable, and none of the individuals appointed as officers need be a member of the board.

15.2 Functions, duties and powers of officers

The board may, for each officer:

- (a) determine the functions and duties the officer is to perform;
- (b) entrust to and confer on the officer any of the powers exercisable by the directors on such terms and conditions and with such restrictions as the directors think fit; and
- (c) from time to time revoke, withdraw, alter or vary all or any of the functions, duties and powers of the officer.

15.3 Remuneration

All appointments of officers are to be made on the terms and conditions and at the remuneration (whether by way of salary, fee, commission, participation in profits or otherwise) that the board thinks fit and are subject to termination at the pleasure of the board.

Part 16 – Certain Permitted Activities of Directors

16.1 Other office of director

A director may hold any office or place of profit with the Company (other than the office of auditor of the Company) in addition to his or her office of director for the period and on the terms (as to remuneration or otherwise) that the directors may determine.

16.2 No disqualification

No director or intended director is disqualified by his or her office from contracting with the Company either with regard to the holding of any office or place of profit the director holds with the Company or as vendor, purchaser or otherwise.

16.3 Professional services by director or officer

Subject to compliance with the provisions of the *Business Corporations Act*, a director or officer of the Company, or any corporation or firm in which that individual has an interest, may act in a professional capacity for the Company, except as auditor of the Company, and the director or officer or such corporation or firm is entitled to remuneration for professional services as if that individual were not a director or officer.

16.4 Remuneration and benefits received from certain entities

A director or officer may be or become a director, officer or employee of, or may otherwise be or become interested in, any corporation, firm or entity in which the Company may be interested as a shareholder or otherwise, and, subject to compliance with the provisions of the *Business Corporations Act*, the director or officer is not accountable to the Company for any remuneration or other benefits received by him or her as director, officer or employee of, or from his or her interest in, such other corporation, firm or entity.

Part 17 – Indemnification

17.1 Indemnification of directors

The directors must cause the Company to indemnify its directors and former directors, and their respective heirs and personal or other legal representatives to the greatest extent permitted by Division 5 of Part 5 of the *Business Corporations Act*.

17.2 Deemed contract

Each director is deemed to have contracted with the Company on the terms of the indemnity referred to in Article 17.1.

Part 18 – Auditor

18.1 Remuneration of an auditor

The directors may set the remuneration of the auditor of the Company.

18.2 Waiver of appointment of an auditor

The Company shall not be required to appoint an auditor if all of the shareholders of the Company, whether or not their shares otherwise carry the right to vote, resolve by a unanimous resolution to waive the appointment of an auditor. Such waiver may be given before, on or after the date on which an auditor is required to be appointed under the *Business Corporations Act*, and is effective for one financial year only.

Part 19 – Dividends

19.1 Declaration of dividends

Subject to the rights, if any, of shareholders holding shares with special rights as to dividends, the directors may from time to time declare and authorize payment of any dividends the directors consider appropriate.

19.2 No notice required

The directors need not give notice to any shareholder of any declaration under Article 19.1.

19.3 Directors may determine when dividend payable

Any dividend declared by the directors may be made payable on such date as is fixed by the directors.

19.4 Dividends to be paid in accordance with number of shares

Subject to the rights of shareholders, if any, holding shares with special rights as to dividends, all dividends on shares of any class or series of shares must be declared and paid according to the number of such shares held.

19.5 Manner of paying dividend

A resolution declaring a dividend may direct payment of the dividend wholly or partly by the distribution of specific assets or of paid up shares or fractional shares, bonds, debentures or other debt obligations of the Company, or in any one or more of those ways, and, if any difficulty arises in regard to the distribution, the directors may settle the difficulty as they consider expedient, and, in particular, may set the value for distribution of specific assets.

19.6 Dividend bears no interest

No dividend bears interest against the Company.

19.7 Fractional dividends

If a dividend to which a shareholder is entitled includes a fraction of the smallest monetary unit of the currency of the dividend, that fraction may be disregarded in making payment of the dividend and that payment represents full payment of the dividend.

19.8 Payment of dividends

Any dividend or other distribution payable in cash in respect of shares may be paid by cheque, made payable to the order of the person to whom it is sent, and mailed:

- (a) subject to paragraphs (b) and (c), to the address of the shareholder;
- (b) subject to paragraph (c), in the case of joint shareholders, to the address of the joint shareholder whose name stands first on the central securities register in respect of the shares; or
- (c) to the person and to the address as the shareholder or joint shareholders may direct in writing.

19.9 Receipt by joint shareholders

If several persons are joint shareholders of any share, any one of them may give an effective receipt for any dividend, bonus or other money payable in respect of the share.

Part 20 – Accounting Records

20.1 Recording of financial affairs

The board must cause adequate accounting records to be kept to record properly the financial affairs and condition of the Company and to comply with the provisions of the *Business Corporations Act*.

Part 21 – Execution of Instruments

21.1 Who may attest seal

The Company's seal, if any, must not be impressed on any record except when that impression is attested by the signature or signatures of:

- (a) any 2 directors;
- (b) any officer, together with any director;
- (c) if the Company has only one director, that director; or
- (d) any one or more directors or officers or persons as may be determined by resolution of the directors.

21.2 Sealing copies

For the purpose of certifying under seal a true copy of any resolution or other document, the seal must be impressed on that copy and, despite Article 21.1, may be attested by the signature of any director or officer.

21.3 Execution of documents not under seal

Any instrument, document or agreement for which the seal need not be affixed may be executed for and on behalf of and in the name of the Company by any one director or officer of the Company, or by any other person appointed by the directors for such purpose.

Part 22 – Notices

22.1 Method of giving notice

Unless the *Business Corporations Act* or these Articles provides otherwise, a notice, statement, report or other record required or permitted by the *Business Corporations Act* or these Articles to be sent by or to a person may be sent by any one of the following methods:

- (a) mail addressed to the person at the applicable address for that person as follows:
 - (i) for a record mailed to a shareholder, the shareholder's registered address,
 - (ii) for a record mailed to a director or officer, the prescribed address for mailing shown for the director or officer in the records kept by the Company or the mailing address provided by the recipient for the sending of that record or records of that class, or
 - (iii) in any other case, the mailing address of the intended recipient;
- (b) delivery at the applicable address for that person as follows, addressed to the person:
 - (i) for a record delivered to a shareholder, the shareholder's registered address,
 - (ii) for a record delivered to a director or officer, the prescribed address for delivery shown for the director or officer in the records kept by the Company or the delivery address provided by the recipient for the sending of that record or records of that class,
 - (iii) in any other case, the delivery address of the intended recipient;
- (c) sending the record by fax to the fax number provided by the intended recipient for the sending of that record or records of that class;
- (d) sending the record by email to the email address provided by the intended recipient for the sending of that record or records of that class;
- (e) physical delivery to the intended recipient; or
- (f) such other manner of delivery as is permitted by applicable legislation governing electronic delivery.

22.2 Deemed receipt of mailing

A record that is mailed to a person by ordinary mail to the applicable address for that person referred to in Article 22.1 is deemed to be received by the person to whom it was mailed on the day, Saturdays, Sundays and holidays excepted, following the date of mailing.

22.3 Certificate of sending

A certificate signed by the secretary, if any, or other officer of the Company or of any other corporation acting in that behalf for the Company stating that a notice, statement, report or other record was addressed as required by Article 22.1, prepaid and mailed or otherwise sent as permitted by Article 22.1 is conclusive evidence of that fact.

22.4 Notice to joint shareholders

A notice, statement, report or other record may be provided by the Company to the joint registered shareholders of a share by providing the notice to the joint registered shareholder first named in the central securities register in respect of the share.

22.5 Notice to trustees

A notice, statement, report or other record may be provided by the Company to the persons entitled to a share in consequence of the death, bankruptcy or incapacity of a shareholder by:

- (a) mailing the record, addressed to them:
 - (i) by name, by the title of the legal personal representative of the deceased or incapacitated shareholder, by the title of trustee of the bankrupt shareholder or by any similar description, and
 - (ii) at the address, if any, supplied to the Company for that purpose by the persons claiming to be so entitled; or
- (b) if an address referred to in Article 22.5(a)(ii) has not been supplied to the Company, by giving the notice in a manner in which it might have been given if the death, bankruptcy or incapacity had not occurred.

Part 23 – Restriction on Share Transfer

23.1 Application

Article 23.2 does not apply to the Company if and for so long as it is a public company.

23.2 Consent required for transfer

No shares may be sold, transferred or otherwise disposed of without the consent of the directors and the directors are not required to give any reason for refusing to consent to any such sale, transfer or other disposition.