



RED ORE GOLD INC.

MANAGEMENT INFORMATION CIRCULAR

SOLICITATION OF PROXIES

This management information circular (this "Management Information Circular") is provided in connection with the solicitation of proxies by management of RED ORE GOLD INC. (the "Corporation") for use at an annual and special meeting (the "Meeting") of the holders ("Shareholders") of common shares ("Common Shares") in the capital of the Corporation. The Meeting will be held on Friday, October 28, 2016, at 10:00 a.m. (PDT) at the offices of the Corporation, #408-150-24th Street, West Vancouver, BC, V7V 4G8, or at such other time or place to which the Meeting may be adjourned, for the purposes set forth in the notice of annual and special meeting accompanying this Management Information Circular (the "Notice"). The cost of solicitation will be borne by the Corporation.

Although it is expected that the solicitation of proxies will be primarily by mail, proxies may also be solicited personally by the Directors and/or officers of the Corporation at nominal cost. Arrangements have been made with brokerage houses and other intermediaries, clearing agencies, custodians, nominees and fiduciaries to forward solicitation materials to the beneficial owners of the common shares ("Common Shares") held of record by such persons and the Corporation may reimburse such persons for reasonable fees and disbursements incurred by them in doing so. The costs thereof will be borne by the Corporation.

NOTICE-AND-ACCESS

The Corporation has elected to use the "notice-and-access" process under National Instrument 54-101 **Communications with Beneficial Owners of Securities of a Reporting Issuer** ("NI-54-101") and National Instrument 51-102 **Continuous Disclosure Obligations**, for distribution of this Circular and other meeting materials to registered shareholders of the Corporation and non-registered shareholders of the Corporation as set out in the "Advice to Non-Registered Shareholders" section below.

Notice-and-access allows issuers to post electronic versions of meeting materials, including circulars, annual financial statements and management discussion and analysis, online, via SEDAR and one other website, rather than mailing paper copies of such meeting materials to shareholders. The Corporation anticipates that utilizing the notice-and-access process will substantially reduce both postage and printing costs.

The Corporation has posted the Circular, the Corporation's audited financial statements for the years ended April 30, 2014, April 30, 2015 and April 30, 2016. (the "**Annual Financial Statements**") and the Corporation's management discussion and analysis for the years ended April 30, 2014 and April 30, 2015 and April 30, 2016 (the "**Annual MD&A**") on the website,

<http://www.capitaltransferagency.com/meetingmaterials.html>. Although the Circular, Annual Financial Statements and Annual MD&A (collectively, the “**Meeting Materials**”) will be posted electronically online, as noted above, the registered and non-registered shareholders (subject to the provisions set out below under the heading “Advice to Non-Registered Shareholders”) (collectively the “**Notice- and-Access Shareholders**”) will receive a “notice package” (the “**Notice-and-Access Notification**”), by prepaid mail, which includes the information prescribed by NI 54-101, and a proxy form or voting instruction form from their respective intermediaries. Notice-and-Access shareholders should follow the instructions for completion and delivery contained in the proxy or voting instruction form. Notice-and-Access shareholders are reminded to review the Circular before voting.

Notice-and-Access shareholders who are registered shareholders will not receive a paper copy of the Meeting Materials unless they contact Capital Transfer Agency Inc. (“**Capital**”) in which case Capital will mail the requested materials within three business days of any request provided the request is made prior to the Meeting, or any adjournment thereof. Notice-and-Access shareholders who are registered shareholders can request a copy of the Meeting Materials **without charge** by contacting Capital at 1-800-631-0940 in North America or 416-350-5007 (outside North America). **Requests for paper copies of the Meeting Materials must be received at least six (6) business days in advance of the proxy deposit date and time set out below, being 3:00 p.m. on October 20, 2016, in order to receive the Meeting Materials in advance of the proxy deposit date and Meeting.**

APPOINTMENT AND REVOCATION OF PROXIES

The persons named in the form of proxy or voting instruction form are officers or Directors of the Corporation (the “**Management Designees**”). **A SHAREHOLDER DESIRING TO APPOINT SOME OTHER PERSON, WHO NEED NOT BE A SHAREHOLDER OF THE CORPORATION, TO REPRESENT HIM OR HER AT THE MEETING MAY DO SO** by inserting such other person’s name in the blank space provided in the form of proxy and depositing the completed proxy with the Transfer Agent of the Corporation, **Capital Transfer Agency, Inc., 121 Richmond Street West, Suite 401, Toronto, Ontario M5H 2K1**. A proxy can be executed by the shareholder or his attorney duly authorized in writing, or, if the shareholder is a corporation, under its corporate seal by an officer or attorney thereof duly authorized.

In addition to any other manner permitted by law, a valid proxy may be revoked before it is exercised by instrument in writing executed and delivered in the same manner as the proxy at any time up to and including the second last business day preceding the day of the Meeting or any adjournment thereof at which the proxy is to be used or delivered to the Chairman of the Meeting on the day of the Meeting or any adjournment thereof prior to the time of voting and upon either such occurrence, the proxy is revoked.

Please note that shareholders who receive their Notice-and-Access Notification from Broadridge Investor Communication Solutions, Canada (“**Broadridge**”) or an Intermediary (as defined in the “Advice to Non-Registered Shareholders” section below) must return the voting

instruction form forms, once voted, to Broadridge or their Intermediary, as applicable, for the voting instruction form to be dealt with.

DEPOSIT OF PROXY

By resolution of the Directors duly passed, **ALL PROXIES TO BE USED AT THE MEETING MUST BE DEPOSITED NOT LATER THAN 3:00 P.M. (TORONTO TIME) ON THE SECOND LAST BUSINESS DAY PRECEDING THE DAY OF THE MEETING, BEING THURSDAY, OCTOBER 27, 2016, OR ANY ADJOURNMENT THEREOF, WITH THE TRANSFER AGENT OF THE CORPORATION, CAPITAL TRANSFER AGENCY INC.**, provided that a proxy may be delivered to the Chairman of the Meeting on the day of the Meeting or any adjournment thereof prior to the time for voting to revoke a valid proxy previously delivered in accordance with the foregoing.

ADVICE TO NON-REGISTERED SHAREHOLDERS

Only registered shareholders or the persons they appoint as their proxies are permitted to vote at the Meeting.

However, in many cases, Common Shares owned by a person are registered either (a) in the name of an intermediary (an “**Intermediary**”) that the non-registered holder (a “**Non-Registered Holder**”) deals with in respect of the Common Shares (Intermediaries include, among others, banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered registered savings plans, registered retirement income funds, registered education savings plans and similar plans); or (b) in the name of a clearing agency (such as The Canadian Depository for Securities Limited (“**CDS**”)) of which the Intermediary is a participant. The Corporation has decided to use Notice-and-Access in accordance with the requirement of NI 54-101 to deliver the Meeting Materials to shareholders by posting the Meeting Materials on Capital’s website <http://www.capitaltransferagency.com/meetingmaterials.html>.

The Meeting Materials will be available on Capital’s website on or before **September 28, 2016**, and will remain on the website for a full year thereafter. The Meeting Materials will also be available on the Corporation’s profile on SEDAR at www.sedar.com. The Corporation will only be mailing the Notice-and-Access Notification to Non-Registered Holders as set out below.

Non-Registered Holders fall into two categories – those who object to their identity being made known to the issuers of securities which they own (“**Objecting Beneficial Owners**” or “**OBOs**”) and those who do not object to their identity being made known to the issuers of the securities they own (“**Non-Objecting Beneficial Owners**” or “**NOBOs**”). Subject to the provisions of NI 54-101, issuers may request and obtain a list of their NOBOs from Intermediaries via their transfer agent. Pursuant to NI 54-101, issuers may obtain and use the NOBO list for distribution of proxy-related materials directly to such NOBOs. If you are a Non-Objecting Beneficial Owner and the Corporation or its agent has sent the Notice-and-Access Notification directly to you, your name and address and information about your holdings of securities have been obtained in accordance with applicable securities regulatory requirements from the Intermediary holding

on your behalf. By choosing to send these materials to you directly, the Corporation (and not the Intermediary holding on your behalf) has assumed responsibility for: (i) delivering these materials to you, and (ii) executing your proper voting instructions as specified in the request for voting instructions. The Corporation's decision to deliver proxy-related materials directly to its NOBOs will result in all NOBOs receiving a Voting Instruction Form ("VIF") from Broadridge. Please complete and return the VIF to Broadridge in the envelope provided or by facsimile. In addition, instructions in respect of the procedure for internet voting can be found in the VIF. Broadridge will tabulate the results of the VIFs received from NOBOs and will provide appropriate instructions at the Meeting with respect to the Common Shares represented by the VIFs received by Broadridge. For purposes of the Meeting, NOBOs who deliver VIFs in accordance with the instructions on the VIF will be otherwise treated the same as registered shareholders.

Non-Registered Shareholders who are NOBOs may make their request for paper copies of the Meeting Materials **without charge** by calling Broadridge Investor Communication Solutions, Canada's toll free number at 1-877-907-7643 on or before the day of the Meeting, or any adjournment thereof, or thereafter contact the Corporate Secretary of the Corporation by email at patricia@dowgroup.ca or by calling toll-free at 1-844-499-4482.

Requests for paper copies of the Meeting Materials must be received at least six (6) business days in advance of the proxy deposit date and time set out below, being 3:00 p.m. on, Thursday, October 20, 2016, in order to receive the Meeting Materials in advance of the proxy deposit date and Meeting.

OBOs may expect to receive their materials related to the Meeting from Broadridge or other Intermediaries. If a reporting issuer does not intend to pay for an Intermediary to deliver materials to OBOs, OBOs will not receive the materials unless their Intermediary assumes the cost of delivery. The Corporation does not intend to pay for Intermediaries to deliver the proxy-related materials to OBOs.

Intermediaries are required to forward the Notice-and-Access Notification to Non-Registered Holders unless a Non-Registered Holder has waived the right to receive them. Very often, Intermediaries will use service companies such as Broadridge to forward the Notice-and-Access Notification to Non-Registered Holders. Generally, Non-Registered Holders who have not waived the right to receive Notice-and-Access Notification will either:

- (a) be given a form of proxy which has already been signed by the Intermediary (typically by a facsimile stamped signature), which is restricted as to the number and class of securities beneficially owned by the Non-Registered Holder but which is not otherwise completed. Because the Intermediary has already signed the form of proxy, this form of proxy is not required to be signed by the Non-Registered Holder when submitting the proxy. In this case, the Non-Registered Holder who wishes to vote by proxy should otherwise properly complete the form of proxy and deliver it as specified; or

- (b) be given a form of proxy which is not signed by the Intermediary and which, when properly completed and signed by the Non-Registered Holder and returned to the Intermediary or its service company, will constitute voting instructions (often called a “**Voting Instruction Form**”) which the Intermediary must follow. Typically the Non-Registered Holder will also be given a page of instructions which contains a removable label containing a bar code and other information. In order for the form of proxy to validly constitute a Voting Instruction Form, the Non-Registered Holder must remove the label from the instructions and affix it to the Voting Instruction Form, properly complete and sign the Voting Instruction Form and submit it to the Intermediary or its service company in accordance with the instructions of the Intermediary or its service company.

In any case, the purpose of this procedure is to permit Non-Registered Holders including NOBOs to direct the voting of the Common Shares they beneficially own. Should a Non-Registered Holder who receives a form of proxy, VIF or Voting Instruction Form wish to vote at the Meeting in person, the Non-Registered Holder should strike out the persons named in such form of proxy and insert the Non-Registered Holder’s name in the blank space provided. Non-Registered Holders should carefully follow the instructions on the VIF or the instructions received from their Intermediary including those regarding when and where the form of proxy, VIF or Voting Instruction Form is to be delivered.

All references to shareholders in this Circular, the accompanying Notice of Meeting and any proxy or voting instruction form sent to shareholders with the Notice-and-Access Notification are to shareholders of record unless specifically stated otherwise.

EXERCISE OF DISCRETION BY PROXIES

The persons named in the form of proxy or voting instruction form for use at the Meeting will vote the Common Shares in respect of which they are appointed in accordance with the directions of the shareholders appointing them. **IN THE ABSENCE OF SUCH DIRECTIONS, SUCH SHARES SHALL BE VOTED "FOR":**

1. to re-appoint Mazars Harel Drouin, LLP, Chartered Accountants as the auditor of the Corporation for the ensuing year and to authorize the directors of the Corporation to fix the auditor’s remuneration;
2. to determine the number of directors of the Company at **five (5)** and to elect five (5) directors for the ensuing year
3. to consider, and, if deemed appropriate, to pass, with or without variation, an ordinary resolution approving and confirming the stock option plan of the Corporation (attached as Schedule “B” to the Management Information Circular), as more fully described in the Management Information Circular;
4. to consider and, if deemed appropriate, to pass, with or without variation, a special

resolution approving the consolidation of the issued and outstanding common shares in the capital of the Corporation at a ratio of one (1) post-consolidation common share for every 30 pre-consolidation common shares, as more fully described in the Management Information Circular;

5. to consider and, if deemed to appropriate, to pass, with or without variation, a single special resolution
 - a. approving an amendment to the articles of the Corporation to change the name of the Corporation to “**LKP Solutions Inc.**”, or such other name as the board of directors of the Corporation, in its sole discretion, deems appropriate, as more fully described in the Management Information Circular; and
 - b. approving the consolidation of all of the Company’s fully paid and issued Class “A” common shares, of which **34,165,998** are issued and outstanding, on the basis of 30 old common shares for 1 new common share, into 1,138,867 common shares. No certificates will be issued to any shareholder holding 499 shares or less of the consolidated common shares and will cease to be a shareholder of the Company.
6. to transact such other business as may be properly brought before the Meeting or any postponement or adjournment thereof.

ALL AS MORE PARTICULARLY DESCRIBED IN THIS CIRCULAR.

The enclosed form of proxy or voting instruction form confer discretionary authority upon the persons named therein with respect to any amendment, variation or other matters to come before the Meeting other than the matters referred to in the Notice of Meeting. **HOWEVER, IF ANY SUCH AMENDMENTS, VARIATIONS OR OTHER MATTERS WHICH ARE NOT NOW KNOWN TO THE MANAGEMENT DESIGNEES SHOULD PROPERLY COME BEFORE THE MEETING, THE COMMON SHARES REPRESENTED BY THE PROXIES HEREBY SOLICITED WILL BE VOTED THEREON IN ACCORDANCE WITH THE BEST JUDGMENT OF THE PERSON OR PERSONS VOTING SUCH PROXIES.**

EFFECTIVE DATE

The effective date of this Circular is September 13, 2016.

VOTING SHARES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

Shareholders of record as of September 13, 2016 (the “**Record Date**”) are entitled to receive notice and attend and vote at the Meeting. As at the Effective Date, the Corporation had 34,165,998 issued and outstanding Common Shares. These Common Shares are the only voting shares of the Corporation which are issued and outstanding as of the Record Date. Each Common Share entitles the holder to one vote in respect of any matter that may come before

the Meeting.

To the knowledge of the directors and officers of the Corporation, as at the Effective Date, no person or corporation beneficially owns, directly or indirectly, or exercises control or direction over, more than 10% of the issued and outstanding Common Shares, other than:

Name	Number of Common Shares Held	Percentage of Common Shares Held ⁽¹⁾
Larry Hoover	5,271,279	15.43%
Elemental AGPK+ Inc.	8,236,068	24.11%

INDEBTEDNESS OF DIRECTORS AND OFFICERS

No directors or officers of the Corporation, nor any proposed nominee for election as a director of the Corporation, nor any associate or affiliate of any one of them, is or was indebted, directly or indirectly, to the Corporation or its subsidiaries at any time since the beginning of the financial year ended April 30, 2016.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Except as disclosed in this Management Information Circular, no director or officer of the Corporation, nor any proposed nominee for election as a director of the Corporation, nor any other insider of the Corporation, nor any associate or affiliate of any one of them, has or has had, at any time since the beginning of the financial year ended April 30, 2016, any material interest, direct or indirect, in any transaction or proposed transaction that has materially affected or would materially affect the Corporation.

INTEREST OF DIRECTORS AND OFFICERS IN MATTERS TO BE ACTED UPON

Except as disclosed in this Management Information Circular, no director or senior officer of the Corporation, nor any proposed nominee for election as a director of the Corporation, has any 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 or appointment of auditors).

STATEMENT OF EXECUTIVE COMPENSATION

The information contained below is provided as required under Form 51-102F6V for Venture Issuers, as such term is defined in National Instrument 51-102.

For the purpose of this Statement of Executive Compensation:

“Corporation” means Red Ore Gold Inc.;

“compensation securities” includes stock options, convertible securities, exchangeable

securities and similar instruments including stock appreciation rights, deferred share units and restricted stock units granted or issued by the Corporation or one of its subsidiaries (if any) for services provided or to be provided, directly or indirectly to the Corporation or any of its subsidiaries (if any);

“NEO” or **“named executive officer”** means:

- (a) each individual who served as chief executive officer (**“CEO”**) of the Corporation, or who performed functions similar to a CEO, during any part of the most recently completed financial year,
- (b) each individual who served as chief financial officer (**“CFO”**) of the Corporation, or who performed functions similar to a CFO, during any part of the most recently completed financial year,
- (c) the most highly compensated executive officer of the Corporation or any of its subsidiaries (if any) other than individuals identified in paragraphs (a) and (b) at the end of the most recently completed financial year whose total compensation was more than \$150,000 for that financial year, and
- (d) each individual who would be an NEO under paragraph (c) but for the fact that the individual was neither an executive officer of the Corporation or its subsidiaries (if any), nor acting in a similar capacity, at the end of that financial year;

“plan” includes any plan, contract, authorization or arrangement, whether or not set out in any formal document, where cash, compensation securities or any other property may be received, whether for one or more persons; and

“underlying securities” means any securities issuable on conversion, exchange or exercise of compensation securities.

Director and Named Executive Officer Compensation, excluding Compensation Securities

The following table sets forth all direct and indirect compensation paid, payable, awarded, granted, given or otherwise provided, directly or indirectly, by the Corporation thereof to each NEO and each director of the Corporation, in any capacity, including, for greater certainty, all plan and non-plan compensation, direct and indirect pay, remuneration, economic or financial award, reward, benefit, gift or perquisite paid, payable, awarded, granted, given or otherwise provided to the NEO or director for services provided and for services to be provided, directly or indirectly, to the Corporation:

Name and Position	Fiscal Year Ended April 30	Salary, Consulting Fee, Retainer or Commission (\$)	Bonus (\$)	Committee or Meeting Fees (\$)	Value of Perquisites (\$)	Value of all other Compensation (\$)	Total Compensation (\$)
Robin Dow	2016	0	0	0	0	0	0
CEO (2)	2015	0	0	0	0	0	0
Larry Hoover	2016	0	0	0	0	0	0
CEO (1)	2015	0	0	0	0	0	0
Douglas Wallis	2016	0	0	0	0	0	0
CFO							

Notes:

- (1) Larry Hoover was the CEO of the Corporation until his resignation on March 24, 2016 when Robin Dow was appointed CEO, and
- (2) Robin Dow was Interim CFO of the Corporation until his resignation on December 31, 2015 when Douglas Wallis was appointed CFO.

Stock Options and Other Compensation Securities

Neither the Corporation, nor any subsidiary thereof, granted or issued any compensation securities to any director or NEO in the year ended April 30, 2016. As at April 30, 2016:

- (a) Robin Dow, CEO and a director of the Corporation, held no compensation securities,;
- (b) Larry Hoover, the President, former Chief Executive Officer of the Corporation, and a director of the Corporation held no compensation securities;
- (c) Douglas Wallis, Chief Financial Officer held no compensation securities,;

Exercise of Compensation Securities by Directors and NEOs

There were no compensation securities exercised by a director or NEO during the fiscal year ended April 30, 2016.

Stock Option Plans and Other Incentive Plans

The Corporation has in effect a 10% rolling stock option plan (the “**Option Plan**”) in order to provide effective incentives to directors, officers, senior management personnel and employees of the Corporation and to enable the Corporation to attract and retain experienced and qualified individuals in those positions by permitting such individuals to directly participate in an increase in per share value created for the Corporation’s shareholders. Under the terms of the Option Plan, the aggregate number of Shares reserved for issuance, together with any other Shares reserved for issuance under any other plan or agreement of the Corporation, shall not exceed 10% percent of the total number of issued Shares (calculated on a non-diluted basis) at the time an option is granted. As at the date hereof, there are no options outstanding under the Option Plan.

For a description of the material terms of the Option Plan, see “Particulars of Matters to be Acted On – Approval of Stock Option Plan”.

Employment, Consulting and Management Agreements

The Corporation does not have any employment, consulting or management agreements or arrangements with any of the Corporation’s current NEOs or directors.

Oversight and Description of Director and NEO Compensation

The Corporation’s compensation program is intended to attract, motivate, reward and retain the management talent needed to achieve the Corporation’s business objectives of improving overall corporate performance and creating long-term value for the Corporation’s shareholders. The compensation program is intended to reward executive officers on the basis of individual performance and achievement of corporate objectives, including the advancement of the exploration and development goals of the Corporation. The Corporation’s current compensation program is comprised of base salary or fees, short term incentives such as discretionary bonuses and long term incentives such as stock options.

The Corporation’s board of directors (the “**Board**”) has not created or appointed a compensation committee given the Corporation’s current size and stage of development. All tasks related to developing and monitoring the Corporation’s approach to the compensation of the Corporation’s NEOs and directors are performed by the members of the Board. The compensation of the NEOs, directors and the Corporation’s employees or consultants, if any, is reviewed, recommended and approved by the Board without reference to any specific formula or criteria. NEOs that are also directors of the Corporation are involved in discussion relating to compensation, and disclose their interest in and abstain from voting on compensation decisions relating to them, as applicable, in accordance with applicable corporate legislation.

In making compensation decisions, the Board strives to find a balance between short-term and long-term compensation and cash versus equity incentive compensation. Base salaries or fees and discretionary cash bonuses primarily reward recent performance, and incentive stock options encourage NEOs and directors to continue to deliver results over a longer period of time and serve as a retention tool. The annual salary or fee for each NEO, as applicable, is determined by the Board based on the level of responsibility and experience of the individual, the relative importance of the position to the Corporation, the professional qualifications of the individual and the performance of the individual over time. The NEOs’ performances and salaries or fees are reviewed periodically. Increases in salary or fees are to be evaluated on an individual basis and are performance and market-based. The amount and award of cash bonuses to key executives and senior management is discretionary, depending on, among other factors, the financial performance of the Corporation and the position of a participant.

During the financial years ended April 30, 2014, April 30, 2015 and April 30, 2016, the Corporation accrued management fees as set out above under the heading “Director and Named Executive Officer Compensation, excluding Compensation Securities”.

For more information regarding the Corporation's accrued but unpaid management fees and directors' fees, please refer to the financial statements of the Corporation for the financial years ended April 30, 2016, April 30, 2015 and April 30, 2014.

Pension Plan Benefits

The Corporation does not have any pension, defined benefit, defined contribution or deferred compensation plans in place.

Securities Authorized For Issuance Under Equity Compensation Plans

The Option Plan is the Corporation's only equity compensation plan. The following table sets forth details with respect to the Corporation's equity compensation plans as of April 30, 2016:

Plan Category	Number of securities to be issued upon exercise of outstanding options	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))(1)
Equity compensation plans approved by security holders	0	0	3,416,599
Equity compensation plans not approved by security holders	0	0	0
TOTAL	0	0	3,416,599

Pursuant to the policies of the Exchange, a rolling stock option plan needs to be re-approved by the shareholders of the Corporation annually. As such, at the Meeting, shareholders will be asked to approve the Option Plan. See "Particulars of Matters to be Acted Upon – Approval of Stock Option Plan". A copy of the Option Plan is available for review at the registered office of the Corporation, #408-150-24th Street, West Vancouver, BC, V7V 4G8, during normal business hours up to and including the date of the Meeting.

AUDIT COMMITTEE

Under National Instrument 52-110 - Audit Committees ("**NI 52-110**"), the Corporation is required to include in this Management Information Circular the disclosure required under Form 52-110F2 with respect to the audit committee (the "**Audit Committee**") of the Board, including the composition of the Audit Committee, the text of the Audit Committee charter (attached hereto as Schedule "A"), and the fees paid to the external auditor.

MI 52-110 requires that the audit committee be comprised of at least three directors, the majority of which must be "independent" and, subject to certain limited exceptions, "financially literate". The Corporation's audit committee at present is comprised of the entire board of

directors, Robin Dow (Chairman), Larry Hoover and Patricia Purdy. As defined in MI 52-110 all of the audit committee members are “financially literate” however, they are not independent as required under MI 52-110. Immediately following the Meeting, an audit committee will be appointed by the Board of Directors, which committee will adhere to the requirements of MI 52-110 as to independence and financial literacy of the members.

Since the commencement of the Corporation’s most recently completed financial year, the Corporation’s board of directors has not failed to adopt a recommendation of the audit committee to nominate or compensate an external auditor.

Reliance on Certain Exemptions

Since the effective date of MI 52-110, the Corporation has not relied on exemptions in sections 2.4 or 8 of MI 52-110.

The Corporation is relying on the exemption provided in Section 6.1 of NI 52-110 as the Corporation is a “**venture issuer**”. As a result, the Corporation is exempt from the requirements of Part 3 (Composition of Audit Committee) and Part 5 (Reporting Obligations) of NI 52-110.

External Auditor Service Fees (By Category)

Nature of Services	Year Ended April 30, 2016	Year ended April 30, 2015	Year ended April 30, 2014
Audit Fees ⁽¹⁾	\$25,500.00	\$25,000.00 ⁽⁵⁾	
Audit-Related Fees ⁽²⁾			
Tax Fees ⁽³⁾			
All Other Fees ⁽⁴⁾			
Total	\$25,500.00	\$25,000.00	

Notes:

- (1) “Audit Fees” are the aggregate fees billed by our independent auditor for the audit of our annual consolidated financial statements, reviews of interim consolidated financial statements and attestation services that are provided in connection with statutory and regulatory filings or engagements.
- (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 and tax advice. 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
- (5) This refers to a combined invoice which relates to all facets of the 2014 and 2015 audit, audit related, tax and other fees.

AUDITOR

The persons named in the enclosed form of proxy intend to vote for the re-appointment of Mazars Harel Drouin, LLP, Chartered Accountants, 215, rue Saint-Jacques, Bureau 1200, Montréal, Québec H2Y 1M6 as the auditor of the Corporation to hold office until the next annual general meeting of shareholders. Mazars Harel Drouin, LLP, Chartered Accountants have been auditors of the Company since February 16, 2016. Formerly James Stafford, Chartered Accountants, Suite 350 - 1111 Melville Street, Vancouver, British Columbia, Canada V6E 3V6, first appointed on July 6, 2012, was auditor of the Corporation for the year ending April 30, 2013.

CORPORATE GOVERNANCE

Pursuant to National Instrument 58-101 *Disclosure of Corporate Governance Practices*, the Corporation is required to disclose its corporate governance practices as follows:

Board of Directors

The Board facilitates its exercise of independent supervision over the Corporation's management through frequent meetings of the Board.

Orientation and Continuing Education

The Board briefs all new directors with respect to the policies of the board of directors and other relevant corporate and business information. The Board does not provide any continuing education.

Ethical Business Conduct

The Board expects management to operate the business of the Corporation in a manner that enhances shareholder value and is consistent with the highest level of integrity. Management is expected to execute the Corporation's business plan and to meet performance goals and objectives. To date, the Board has not adopted a formal written Code of Business Conduct and Ethics. However, the current limited size of the Corporation's operations and the small number of officers and employees allow the independent members of the Board to monitor on an ongoing basis the activities of management and to ensure that the highest standard of ethical conduct is maintained. As the Corporation grows in size and scope, the implementation of a formal Code of Business Conduct and Ethics will become necessary.

Nomination of Directors

The Board determines new nominees to the Board, although a formal process has not been adopted. The nominees are generally the result of recruitment efforts by the Board members, including both formal and informal discussions among Board members and the President. The Board monitors but does not formally assess the performance of individual Board members or

committee members or their contributions.

The Board does not, at present, have a formal process in place for assessing the effectiveness of the Board as a whole, its committees or individual directors, but will consider implementing one in the future should circumstances warrant. Based on the Corporation's size, its stage of development and the number of individuals on the Board, the Board considers a formal assessment process to be inappropriate at this time. The Board evaluates its own effectiveness on an ad hoc basis. The current size of the Board is such that the entire Board takes responsibility for selecting new directors and assessing current directors. Proposed directors' credentials are reviewed in advance of a Board Meeting with one or more members of the Board prior to the proposed director's nomination.

New directors are briefed on strategic plans, short, medium and long term corporate objectives, business risks and mitigation strategies, corporate governance guidelines and existing company policies. However, there is no formal orientation for new members of the Board, and this is considered to be appropriate, given the Corporation's size and current limited operations.

The skills and knowledge of the Board of Directors as a whole is such that no formal continuing education process is currently deemed required. The Board is comprised of individuals with varying backgrounds, who have, both collectively and individually, extensive experience in running and managing public companies in the mineral resource and business sectors. Board members are encouraged to communicate with management, auditors and technical consultants to keep themselves current with industry trends and developments and changes in legislation, with management's assistance. Board members have full access to the Corporation's records. Reference is made to the table under the heading "Election of Directors" for a description of the current principal occupations of the Corporation's successor Board.

Compensation

The Board conducts reviews with regard to the compensation of the directors and Chief Executive Officer once a year. To make its recommendations on such compensation, the Board takes into account the types of compensation and the amounts paid to directors and officers of comparable publicly traded Canadian companies.

Other Board Committees

The Board has no other committees other than the Audit Committee.

Assessments

The Board regularly monitors the adequacy of information given to directors, communications between the Board and management and the strategic direction and processes of the Board and its committees.

MATTERS TO BE CONSIDERED AT THE MEETING

To the knowledge of the Board, the only matters to be brought before the Meeting are set forth in the accompanying Notice of Meeting. These matters are described in more detail under the headings below.

1. Financial Statements

The audited financial statements of the Corporation and the auditor's report thereon to be received by the Shareholders at the Meeting are as at and for the financial year ended April 30, 2016. The annual financial statements were audited by Mazars Harel Drouin, LLP. The audited annual financial statements are being mailed to the Shareholders with this Management Information Circular.

2. Re-appointment of Auditors

At the Meeting, the Shareholders are required to appoint the auditor of the Corporation. Shareholders will be asked to approve the re-appointment of Mazars Harel Drouin, LLP for the current fiscal year. Mazars Harel Drouin, LLP was first appointed as auditor of the Corporation on February 16, 2016.

Accordingly, the Shareholders will be asked at the Meeting to consider, and if thought appropriate, to pass an ordinary resolution, the text of which is as follows:

"BE IT HEREBY RESOLVED that:

- (1) the re-appointment of Mazars Harel Drouin, LLP as auditor of the Corporation to hold office until the next annual meeting of the Shareholders is hereby approved; and
- (2) the Board is hereby authorized to fix the remuneration of the auditor so appointed."

The persons designated as proxyholders in the accompanying Instrument of Proxy (absent contrary directions) intend to vote FOR the appointment of the auditors as set forth above and therein.

3. Election of Directors

Number of Directors & Election of Directors

The Shareholders of the Company will be asked to pass an Ordinary Resolution to determine the number of directors of the Company at **five (5)**

The Board of Directors presently consists of three directors and it is intended to determine the number of directors at **five (5)** and to elect five (5) directors for the ensuing year.

The persons named below are the nominees of management for election as directors. Each director elected will hold office until his successor is elected or appointed, unless his office is earlier vacated under any of the relevant provisions of the Articles of the Company or the *Business Corporations Act* (Ontario). It is the intention of the persons named as proxyholders in the enclosed form of proxy to vote for the election to the Board of Directors of those persons hereinafter designated as nominees for election as directors. The Board of Directors does not contemplate that any of such nominees will be unable to serve as a director; however, if for any reason any of the proposed nominees do not stand for election or are unable to serve as such, **PROXIES IN FAVOUR OF MANAGEMENT DESIGNEES WILL BE VOTED FOR ANOTHER NOMINEE IN THEIR DISCRETION UNLESS THE SHAREHOLDER HAS SPECIFIED IN HIS PROXY THAT HIS SHARES ARE TO BE WITHHELD FROM VOTING IN THE ELECTION OF DIRECTORS.**

The following table sets out the name of each of the persons proposed to be nominated for election as a director and the name of each of the persons whose term of office, if elected, shall continue after the meeting; all positions and offices in the Company presently held by him; his principal occupation at present and during the preceding five years; the period(s) during which he has served as a director; and the number of shares of the Company that he has advised are beneficially owned by him, directly or indirectly, or over which control or direction is exercised, as of the date hereof.

Name, Municipality State/Province & Country of Residence and Position with Company	Present and if not a Current Director elected by Shareholders, Principal Occupation during the last five years	Date of Appointment as Director	Common Shares Beneficially Owned or controlled Directly or Indirectly
ROBIN DOW , (*) West Vancouver, BC, Canada – Chairman of the Board of Directors	CEO and Director of Rosehearty Energy Inc., Pueblo Potash Inc., Desiree Resources Inc., Agr-O Phosphate Inc. and Elemental AGPK+ Inc.	January 13, 2011	1,464,567
PAUL PITMAN , Brampton, Ontario, Canada	Independent Geologist	Nominee	125,000
LARRY HOOVER Millbrook, ON, Canada - Director	Independent Analytical Chemist	January 13, 2011	5,271,279
PATRICIA PURDY , Kelowna, BC, Director and Corporate Secretary	Independent Paralegal	October 24, 2012	0
KRISTINE DORWARD , MBA, BSc., CLP, Laval, Quebec, Canada	Director of Marketing and Business Development, ProMetic Life Sciences Inc.	Nominee	0

“BE IT HEREBY RESOLVED that:

- (1) the election of each of Robin Dow, Paul Pitman, Larry Hoover, Kristine Dorman and

Patricia Purdy as directors of the Corporation to hold office the close of the next annual meeting of shareholders of the Corporation or until their successors are elected or appointed is hereby approved.”

The persons designated as proxyholders in the accompanying Instrument of Proxy (absent contrary directions) intend to vote FOR the election of the directors as set forth above and therein. The Corporation does not contemplate that any of such nominees will be unable to serve as directors; however, if for any reason any of the proposed nominees do not stand for election or are unable to serve as such, proxies held by the persons designated as proxyholders in the accompanying Instrument of Proxy will be voted FOR another nominee in their discretion unless the Shareholder has specified in his or her form of proxy that his or her Common Shares are to be withheld from voting in the election of directors.

Other Reporting Issuer Experience

The following table sets out the names of the directors of the Corporation that are directors of other issuers that are reporting issuers (or the equivalent) in Canada or a foreign jurisdiction, the name of such reporting issuers and the name of the exchange or market applicable to such reporting issuers.

Name	Name of Reporting Issuer	Name of Exchange or Market (if applicable)
Robin Dow	Rosehearty Energy Inc.	
Patricia Purdy	Rosehearty Energy Inc.	
Larry Hoover	Golden Hope Mines Ltd. Rosehearty Energy Inc.	TSXV

Please see “Audit Committee – Relevant Experience and Education” above for biographical information regarding each member of the Current Slate.

Cease Trade Orders, Bankruptcies and Penalties

Except as disclosed below, no individual who is currently a director of the Corporation is as at the Effective Date, or has been, within the 10 years prior to the Effective Date, a director, chief executive officer or chief financial officer of any company that:

- (a) was the subject of a cease trade or similar order, or an order that denied the other company access to any exemptions under applicable securities legislation for a period of more than 30 consecutive days that was issued while the proposed director was acting as director, chief executive officer or chief financial officer; or
- (b) was the subject of a cease trade or similar order, or an order that denied the other company access to any exemptions under applicable securities legislation for a period of more than 30 consecutive days that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief

executive officer or chief financial officer.

Except as disclosed below, no individual who is currently a director of the Corporation is, or has been within the past 10 years before the Effective Date, a director or executive officer of any other issuer 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 the assets of that person.

Except as disclosed below, no individual who is currently a director of the Corporation has, within the past 10 years before the Effective Date, 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 that person. Except as disclosed below, no individual who is currently a director of the Corporation has been subject to any penalties or sanctions imposed by a court relating to securities legislation or by any securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority or has been subject to any other penalties or sanctions imposed by a court or regulatory body that would be likely to be considered important to a reasonable security-holder in deciding whether to vote for the proposed director.

Robin Dow ("Mr. Dow") was the Chief Executive Officer of Wedge Energy International Inc. ("Wedge") on May 31, 2007, when the Ontario Securities Commission issued a temporary cease trade order against Wedge. On June 12, 2007 the order was extended. The order was imposed due to the failure of Wedge to file interim financial statements for the three-month period ended March 31, 2007 and management discussion and analysis relating to the interim financial statements for the three-month period ended March 31, 2007 within the prescribed time for filing. On August 14, 2007, the order against Wedge was lifted by the Ontario Securities Commission.

On May 15, 2009, the Ontario Securities Commission issued a management cease trade order against Mr. Dow in its capacity as Chief Executive Officer of Wedge. The order was imposed due to the failure of Wedge to file its annual audited financial statements, management discussion and analysis and related certifications for the year ended December 31, 2008 within the prescribed time for filing. Wedge filed its year end financials for the year ending December 31, 2008 on August 18, 2009. On August 21, 2009 Wedge filed its interim financials for the quarter ending March 31, 2009 and on August 28, 2009 Wedge filed its interim financials for the quarter ending June 30, 2009. On August 31, 2009, the order was lifted by the Ontario Securities Commission.

On May 14, 2010, the Ontario Securities Commission issued a temporary management cease trade order against Mr. Dow in his capacity of Chief Executive Officer of Diamond International Exploration Inc. ("DIX"). The order was imposed due to the failure of DIX to file its annual

audited financial statements, management discussion and analysis and related certifications for the year ended December 31, 2009 within the prescribed time for filing. The required filings were completed and filed on SEDAR on June 30, 2010 and the order was subsequently lifted.

Mr. Dow was the Chief Executive Officer of Galahad Metals Inc. (“Galahad”) when the Ontario Securities Commission, the *Autorité des marchés financiers* and the British Columbia Securities Commission issued temporary cease trade orders and/or cease trade orders against Galahad. On May 3, 2013, the Ontario Securities Commission issued a temporary cease trade order against Galahad, which was extended on May 15, 2013. On May 6, 2013, the *Autorité des marchés financiers* issued a temporary cease trade order against Galahad, which was extended on May 21, 2013. On May 8, 2013, the British Columbia Securities Commission issued a cease trade order against Galahad. The cease trade orders were imposed due to the failure of Galahad to file its annual audited financial statements, its management discussion and analysis and related certifications for the year ended December 31, 2012 within the prescribed time (collectively, the “2012 Annual Filings”). On August 2, 2013, Galahad filed its 2012 Annual Filings and its interim financial statements, its management discussion and analysis and related certifications for the 3 month period ending March 31, 2013. On October 31, 2013, each of the Ontario Securities Commission, the *Autorité des marchés financiers* and the British Columbia Securities Commission revoked their cease trade orders.

Mr. Robin Dow and Ms. Patricia Purdy were Directors and Officers of Rosehearty Energy Inc. (formerly Galahad Metals Inc.) (“Rosehearty”) when the British Columbia Securities Commission, the Ontario Securities Commission, the *Autorité des marchés financiers* and the Alberta Securities Commission issued cease trade orders against Rosehearty. On May 8, 2015, the British Columbia Securities Commission issued a cease trade order against Rosehearty. On May 25, 2015, the Ontario Securities Commission issued a cease trade order against Rosehearty. On May 28, 2016, the *Autorité des marchés financiers* issued a cease trade order and on August 7, 2015, the Alberta Securities Commission issued a cease trade order against Rosehearty. The cease trade orders were imposed due to the failure of Rosehearty to file its annual audited financial statements, its management discussion and analysis and related certifications for the year ended December 31, 2014 (collectively, the “2014 Annual Filings”). The Company is presently preparing the required documentation to complete and file its 2014 Annual Filings and its annual audited financial statements, its management discussion and analysis and related certifications for year ended December 31, 2015 (collectively the “2015 filings”). At present, the British Columbia, Alberta and Ontario Securities Commission cease trade orders remain in full force and effect.

Mr. Robin Dow, Mr. Larry Hoover and Ms. Patricia Purdy were Directors and Officers of Red Ore Gold Inc. (“Red Ore”) when the British Columbia Securities Commission, the Ontario Securities Commission, and the Alberta Securities Commission issued cease trade orders against Red Ore. On September 8, 2014, the British Columbia Securities Commission issued a cease trade order against Red Ore. On September 11, 2015, the Ontario Securities Commission issued a temporary cease trade order against Red Ore and extended it on September 24, 2014. On

December 9, 2014, the Alberta Securities Commission issued a cease trade order against Red Ore. The cease trade orders were imposed due to the failure of Red Ore to file its annual audited financial statements, its management discussion and analysis and related certifications for the year ended April 30, 2014 (collectively, the “2014 Annual Filings”). On May 3, 2016 the Company filed its 2014 and 2015 Annual audited financial statements, its management discussion and analysis and related certifications for the years ended April 30, 2014 and April 30, 2015 (collectively the “Annual Filings”) together with the quarterly financial statements and management discussion and analysis to the period ending January 31, 2016. The Cease Trade Orders issued by the Ontario, British Columbia and Alberta Securities Commissions were revoked.

BIOGRAPHICAL INFORMATION ABOUT NOMINEES

PAUL PITMAN B.Sc. (Geology), P.Geo.

Mr. Pitman has over 45 years of continuous experience as an exploration geologist. Since 1983 he has acted as a geological consultant to over 70 clients. He has served as a Director and/or Officer of Ur-Energy Inc., Aura Silver Resources Inc., Patrician Diamonds, Nuinsco Resources Ltd., and Yukon Gold Inc. He served as a Director of Coniagas Resources Limited (now Lithium One Inc.). Mr. Pitman is a registered professional geologist in Ontario, Canada and now has considerable experience in the natural rock fertilizer business.

Kristine DORWARD, MBA, BSc, CLP.

Ms. Dorward has more than 18 years in the pharmaceutical and biotech industry, involving senior leadership positions in licensing, acquisitions, marketing and business development encompassing global markets. She has completed numerous due diligence evaluations as part of pipeline planning and acquisitions to drive corporate growth. Ms. Dorward also has recent board and audit committee experience with a publicly-listed medical device company.

Cease Trade Orders, Bankruptcies and Penalties

Except as disclosed below, no individual who will be a director of the Resulting Issuer upon completion of the VFP Transaction is as at the Effective Date, or has been, within the 10 years prior to the Effective Date, a director, chief executive officer or chief financial officer of any company that:

- (a) was the subject of a cease trade or similar order, or an order that denied the other company access to any exemptions under applicable securities legislation for a period of more than 30 consecutive days that was issued while the proposed director was acting as director, chief executive officer or chief financial officer; or
- (b) was the subject of a cease trade or similar order, or an order that denied the other company access to any exemptions under applicable securities legislation for a period of

more than 30 consecutive days that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer.

Except as disclosed below, no individual who will be a director of the Resulting Issuer upon completion of the VFP Transaction is as at the Effective Date, or has been, within the 10 years prior to the Effective Date, a director or executive officer of any other issuer 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 the assets of that person.

Except as disclosed below, no individual who will be a director of the Resulting Issuer upon completion of the VFP Transaction is as at the Effective Date, or has been, within the 10 years prior to the Effective Date, 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 that person.

Except as disclosed below, no individual who will be a director of the Resulting Issuer upon completion of the VFP Transaction is as at the Effective Date, or has been, within the 10 years prior to the Effective Date has been subject to any penalties or sanctions imposed by a court relating to securities legislation or by any securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority or has been subject to any other penalties or sanctions imposed by a court or regulatory body that would be likely to be considered important to a reasonable securityholder in deciding whether to vote for the proposed director.

4. Approval of Stock Option Plan

The Corporation has established a stock option plan (the “**Plan**”) to provide long term incentives to eligible directors, officers, employees and consultants of the Corporation. The Plan will be the stock option plan of the Resulting Issuer following completion of the VFP Transaction and will continue to be effective after the closing of the VFP Transaction.

Description of the Plan

In August, 2016, the Corporation adopted the Plan to attract, retain, motivate and compensate persons who are integral for the growth and success of the Corporation. The aggregate number of Common Shares reserved for issuance upon the exercise of options pursuant to the Plan is such number of Common Shares as is equal to 10% of the number of issued and outstanding Common Shares from time to time. Any exercises of options will make new grants available under the Plan, effectively resulting in re-loading of the number of options available to grant

under the Plan. The term of any option granted under the Plan shall not exceed 10 years from the date of grant.

While the Plan provides for the grant of options to purchase Common Shares to eligible directors, officers, employees and consultants of the Corporation or any of its affiliates, the CPC Policy prohibits the issuance of options to anyone other than to directors, officers and technical consultants (collectively, the “**Participants**”) until the completion of a Proposed Acquisition. Pursuant to the Plan, the number of Common Shares issuable to any one individual shall not exceed 5% of the Common Shares then issued and outstanding and the number of Common Shares issuable to any one consultant or persons employed to provide investor relations activities shall not exceed 2% of the Common Shares then issued and outstanding. The aggregate number of Common Shares reserved for issuance to insiders upon the exercise of options awarded under the Plan is equal to 10% of the Common Shares then issued and outstanding. All Common Shares acquired pursuant to the exercise of stock options prior to the completion of a Proposed Acquisition must be deposited in escrow and will be subject to escrow until the completion of a Proposed Acquisition.

Pursuant to the Plan, the exercise price of a stock option cannot be less than the market price of the Common Shares as of the date of grant of such options.

The Stock Option Plan is administered by the Corporation’s Board of Directors, which, subject to the limitations of the Stock Option Plan, has the authority to:

- (a) grant options to purchase common shares to eligible persons;
- (b) determine the terms, limitations, restrictions and conditions respecting such grants;
- (c) interpret the Stock Option Plan and adopt, amend and rescind such administrative guidelines and other rules and regulations relating to the Stock Option Plan as it shall from time to time deem advisable; and
- (d) make all other determinations and take all other actions in connection with the implementation and administration of the Stock Option Plan including, without limitation, for the purpose of ensuring compliance with securities laws and CSE policies.

Pursuant to the Stock Option Plan and subject to a minimum price of \$0.10 per common share, the exercise price of an option is set by the Board and cannot be less than the closing market price of the common shares on the trading day immediately preceding the date of grant of the option, less any applicable discount allowed by the CSE.

In addition, the Stock Option Plan contains provisions for changes in options pursuant to, among other corporate actions, any share consolidation or subdivision, stock dividend, take-over bid, or change of control.

Full text of the Plan is set out in Schedule “B” to the Management Information Circular.

Vote Required

Pursuant to applicable securities laws and CSE policies, a listed corporation is required to obtain the approval of its shareholders for a “rolling” stock option plan at each annual meeting of shareholders. The Plan is a “rolling” stock option plan as the aggregate number of Common Shares reserved for issuance upon the exercise of the options pursuant to the Option Plan is such number of Common Shares as is equal to 10% of the total number of Common Shares issued and outstanding from time to time.

The complete text of the ordinary resolution which management intends to place before the Meeting re-approving and confirming the Plan is as follows:

“BE IT HEREBY RESOLVED as an ordinary resolution of the Corporation that:

- (1) the Corporation’s stock option plan (the “Plan”), substantially in the form attached as Schedule “B” to the Management Information Circular of the Corporation dated October 24, 2012, be and it is hereby re-approved and confirmed, including the reservation for issuance under the Plan at any time of a maximum of 10% of the then issued and outstanding shares of the Corporation, in accordance with the policies of the Exchange;
- (2) any director or officer be and is hereby authorized to make any and all additions, deletions and modifications to the Plan as may be necessary or advisable to give effect to this ordinary resolution or as may be required by applicable regulatory authorities;
- (3) any director or officer be and is hereby authorized, to execute and deliver all such other deeds, documents and other writings and perform such other acts as may be necessary or desirable to give effect to this resolution; and
- (4) notwithstanding approval of the Shareholders of the Corporation as herein provided, the Board may, in its sole discretion, revoke this resolution before it is acted upon without further approval of the Shareholders of the Corporation.”

(the **“Stock Option Plan Resolution”**)

The persons designated as proxyholders in the accompanying Instrument of Proxy (absent contrary directions) intend to vote FOR the Stock Option Plan Resolution.

5. Consolidation of Common Shares and Change of Name

Shareholders will be asked to consider and, if thought appropriate, to pass, with or without variation, a special resolution authorizing the Board, in its sole discretion, to effect the Consolidation. To be effective, the resolution in respect of the Consolidation must be approved by the affirmative vote of not less than two-thirds (2/3) of the votes cast by the holders of Common Shares present in person or represented by proxy at the Meeting. The complete text of the special resolution which management intends to place before the Meeting authorizing

the Consolidation is as follows:

“BE IT HEREBY RESOLVED as a special resolution of the Corporation that:

- (1) the Consolidation of the Common Shares of the Corporation at a ratio of one (1) post-Consolidation Common Share for every 30 pre-Consolidation Common Shares is hereby approved;
- (2) no fractional Common Shares shall be issued in connection with the Consolidation and, in the event a Shareholder would otherwise be entitled to receive a fractional Common Share in connection with the Consolidation, the number of Common Shares to be received by such Shareholder shall be rounded down to the next lowest whole number if that fractional Common Share is less than 1/2 of a Common Share and will be rounded up to the next highest whole number of Common Shares if that fractional Common Share is at least 1/2 of a Common Share;
- (3) following the consolidation, no share certificates shall be issued to any shareholder of 499 or less post-Consolidation Common Shares;
- (4) the name of the Corporation be changed to **“LKP Solutions Inc.”** or such other name as the Board, in its sole discretion, deems appropriate and the Director appointed under the *British Columbia Business Corporations Act* may permit;
- (5) any one director or any one officer be and is hereby authorized and directed to execute on behalf of the Corporation, and to deliver or to cause to be delivered all such documents, agreements and instruments and to do and to cause to be done all such other acts or things as he shall determine to be necessary or desirable to carry out the intent of this special resolution; and
- (6) notwithstanding approval of the Shareholders of the Corporation as herein provided, the Board may, in its sole discretion, revoke this resolution before it is acted upon without further approval of the Shareholders of the Corporation”

(the **“Consolidation and Name Change Resolution”**).

The persons designated as proxyholders in the accompanying Instrument of Proxy (absent contrary directions) intend to vote FOR the Consolidation and Name Change Resolution.

6.

ADDITIONAL INFORMATION

Financial information pertaining to the Corporation is provided in the Corporation’s financial statements and management’s discussion and analysis (“MD&A”) for the financial year ended April 30, 2016. Copies of the Corporation’s financial statements and related MD&A can be obtained by contacting Robin Dow, Chief Executive Officer of the Corporation, at #408-150-24th

Street, West Vancouver, BC, V7V 4G8. **Additional Information relating to the Corporation is available on the SEDAR website at www.sedar.com.**

DIRECTOR APPROVAL

The contents of this Management Information Circular and the sending thereof to the Shareholders of the Corporation have been approved by the Board.

September 20, 2016

(signed) *"Robin Dow"*
Robin Dow
Chief Executive Officer

Schedule "A"

Audit Committee Charter**RED ORE GOLD INC.
(the "Company")**

(Implemented pursuant to Multilateral Instrument 52-110 (the "Instrument"))

This Charter has been adopted by the Board in order to comply with the Instrument and to more properly define the role of the Committee in the oversight of the financial reporting process of the Company. Nothing in this Charter is intended to restrict the ability of the Board or Committee to alter or vary procedures in order to comply more fully with the Instrument, as amended from time to time.

PART I**Purpose:**

The purpose of the Committee is to manage and maintain the effectiveness of the financial aspects of the governance structure of the Company.

1.1 Definitions

In this Charter,

- i) "accounting principles" has the meaning ascribed to it in National Instrument 52-107 *Acceptable Accounting Principles, Auditing Standards and Reporting Currency*;
- ii) "Affiliate" means a company that is a subsidiary of another company or companies that are controlled by the same entity;
- iii) "audit services" means the professional services rendered by the Company's external auditor for the audit and review of the Company's financial statements or services that are normally provided by the external auditor in connection with statutory and regulatory filings or engagements;
- iv) "Board" means the board of directors of the Company;
- v) "Charter" means this audit committee charter;
- vi) "Company" means **RED ORE GOLD INC.**
- vii) "Committee" means the committee established by and among certain members of the Board for the purpose of overseeing the accounting and financial reporting processes of the Company and audits of the financial statements of the Company;
- viii) "Control Person" means any person that holds or is one of a combination persons that holds a sufficient number of any of the securities of the Company so as to affect materially the control of the Company, or that holds more than 20% of the outstanding voting shares of the Company, except where there is evidence showing that the holder of those securities does not materially affect control of the Company;
- ix) "executive officer" means an individual who is:
 - a) the chair of the Company;
 - b) the vice-chair of the Company;
 - c) the President of the Company;

- d) the vice-president in charge of a principal business unit, division or function including sales, finance or production;
- e) an officer of the Company or any of its subsidiary entities who performs a policy-making function in respect of the Company; or
- f) any other individual who performs a policy-making function in respect of the Company;
- x) “financially literate” has the meaning set forth in Section 1.3;
- xi) "immediate family member" means a person’s spouse, parent, child, sibling, mother or father-in-law, son or daughter-in-law, brother or sister-in-law, and anyone (other than an employee of either the person or the person’s immediate family member) who shares the individual's home;
- xii) “independent” has the meaning set forth in Section 1.2;
- xiii) “Instrument” means Multilateral Instrument 52-110;
- xiv) "MD&A" has the meaning ascribed to it in National Instrument 51-102;
- xv) “Member” means a member of the Committee;
- xvi) "National Instrument 51-102" means National Instrument 51-102 *Continuous Disclosure Obligations*;
- xvii) "non-audit services" means services other than audit services;

1.2 Meaning of Independence

1. A Member is independent if the Member has no direct or indirect material relationship with the Company.
2. For the purposes of subsection 1, a material relationship means a relationship which could, in the view of the Board, reasonably interfere with the exercise of a Member's independent judgement.
3. Despite subsection 2 and without limitation, the following individuals are considered to have a material relationship with the Company:
 - a) a Control Person of the Company;
 - b) an Affiliate of the Company; and
 - c) an employee of the Company.

1.3 Meaning of Financial Literacy -- For the purposes of this Charter, an individual is financially literate if he or she has the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Company’s financial statements.

PART 2

2.1 Audit Committee – The Board has hereby established the Committee for, among other purposes, compliance with the requirements of the Instrument.

2.2 Relationship with External Auditors – The Company will henceforth require its external auditor to report directly to the Committee and the Members shall ensure that such is the case.

2.3 Committee Responsibilities

1. The Committee shall be responsible for making the following recommendations to the Board:

- a) the external auditor to be nominated for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services for the Company; and
 - b) the compensation of the external auditor.
2. The Committee shall be directly responsible for overseeing the work of the external auditor engaged for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services for the Company, including the resolution of disagreements between management and the external auditor regarding financial reporting. This responsibility shall include:
 - a) reviewing the audit plan with management and the external auditor;
 - b) reviewing with management and the external auditor any proposed changes in major accounting policies, the presentation and impact of significant risks and uncertainties, and key estimates and judgements of management that may be material to financial reporting;
 - c) reviewing audit progress, findings, recommendations, responses and follow up actions;
 - d) reviewing any problems experienced by the external auditor in performing the audit, including any restrictions imposed by management or significant accounting issues on which there was a disagreement with management;
 - e) reviewing audited annual financial statements, in conjunction with the report of the external auditor, and obtain an explanation from management of all significant variances between comparative reporting periods;
 - f) reviewing the evaluation of internal controls by the external auditor, together with management's response;
 - g) reviewing the appointments of the chief financial officer and any key financial executives involved in the financial reporting process, as applicable; and
 - h) annual approval of audit mandate.
3. The Committee shall pre-approve all non-audit services to be provided to the Company or its subsidiary entities by the issuer's external auditor.
4. The Committee shall review the Company's financial statements, MD&A and annual and interim earnings press releases before the Company publicly discloses this information.
5. The Committee shall ensure that adequate procedures are in place for the review of the Company's public disclosure of financial information extracted or derived from the Company's financial statements, and shall periodically assess the adequacy of those procedures.
6. When there is to be a change of auditor, the Committee shall review all issues related to the change, including the information to be included in the notice of change of auditor called for under National Policy 31, and the planned steps for an orderly transition.
7. The Committee shall review all reportable events, including disagreements, unresolved issues and consultations, as defined in National Policy 31, on a routine basis, whether or not there is to be a change of auditor.
8. The Committee shall, as applicable, establish procedures for:
 - a) the receipt, retention and treatment of complaints received by the issuer regarding accounting, internal accounting controls, or auditing matters; and

- b) the confidential, anonymous submission by employees of the issuer of concerns regarding questionable accounting or auditing matters.
9. As applicable, the Committee shall establish, periodically review and approve the Company's hiring policies regarding partners, employees and former partners and employees of the present and former external auditor of the issuer, as applicable.
10. The responsibilities outlined in this Charter are not intended to be exhaustive. Members should consider any additional areas which may require oversight when discharging their responsibilities.

2.4 De Minimis Non-Audit Services

1. The Committee shall satisfy the pre-approval requirement in subsection 2.3(3) if:
- a) the aggregate amount of all the non-audit services that were not pre-approved is reasonably expected to constitute no more than five per cent of the total amount of fees paid by the issuer and its subsidiary entities to the issuer's external auditor during the fiscal year in which the services are provided;
 - b) the Company or the subsidiary of the Company, as the case may be, did not recognize the services as non-audit services at the time of the engagement; and
 - c) the services are promptly brought to the attention of the Committee and approved by the Committee or by one or more of its members to whom authority to grant such approvals has been delegated by the Committee, prior to the completion of the audit.

2.5 Delegation of Pre-Approval Function

1. The Committee may delegate to one or more independent Members the authority to pre-approve non-audit services in satisfaction of the requirement in subsection 2.3(3).
2. The pre-approval of non-audit services by any Member to whom authority has been delegated pursuant to subsection 1 must be presented to the Committee at its first scheduled meeting following such pre-approval.

PART 3

3.1 Composition

1. The Committee shall be composed of a minimum of three Members.
2. Every Member shall be a director of the issuer.
3. The majority of Members shall be independent.
4. Every audit committee member shall be financially literate.

PART 4

4.1 Authority

1. Until the replacement of this Charter, the Committee shall have the authority to:
- a) to engage independent counsel and other advisors as it determines necessary to carry out its duties,
 - b) to set and pay the compensation for any advisors employed by the Committee,
 - c) to communicate directly with the internal and external auditors; and
 - d) recommend the amendment or approval of audited and interim financial statements to the Board.

PART 5

5.1 Disclosure in Information Circular -- If management of the Company solicits proxies from the security holders of the Company for the purpose of electing directors to the Board, the Company shall include in its management information circular the disclosure required by Form 52-110F2 (*Disclosure by Venture Issuers*).

PART 6

6.1 Meetings

1. The Committee shall meet at such times during each year as it deems appropriate.
2. Opportunities shall be afforded periodically to the external auditor, the internal auditor and to members of senior management to meet separately with the Members.
3. Minutes shall be kept of all meetings of the Committee.

Schedule "B"



10% ROLLING STOCK OPTION PLAN

RED ORE GOLD INC.**STOCK OPTION PLAN****ARTICLE 1****PURPOSE OF PLAN**

The purpose of the Plan is to provide directors, officers and employees of the Corporation and its Subsidiaries and certain other persons engaged to provide ongoing services to the Corporation to participate, through share ownership, in the growth of the business of the Corporation and also to enhance the Corporation's ability to attract, retain and motivate key personnel and reward significant performance achievements.

ARTICLE 2**DEFINED TERMS**

2.1 The following terms shall have the meanings set out below and grammatical variations of such terms shall have the corresponding meanings:

- (a) "Board" means the board of directors of the Corporation;
- (b) "Business Day" means any day, other than a Saturday or a Sunday, on which chartered banks located in Vancouver, B.C. are open for business;
- (c) "Consultant" means a bona fide consultant of the Corporation;
- (d) "Corporation" means **RED ORE GOLD INC.** and includes any successor corporation thereto;
- (e) "Eligible Person" means any director, officer or employee of the Corporation or any Subsidiary or any other person or entity engaged to provide ongoing services to the Corporation or any of its Subsidiaries who is designated by the Board as an Eligible Person and Consultants to the Corporation or its Subsidiaries, as defined by the relevant Exchange and, subject to compliance with the applicable requirements of the Exchange, the Personal Holding Companies of such persons, to whom an Option has been granted by the Board pursuant to the Plan and which Option or portion thereof remains unexercised;
- (f) "Employee Optionee" shall have the meaning attributed thereto in Section 7.1 hereof;
- (g) "Exchange" means the Canadian Securities Exchange or, if the Shares are not then listed and posted for trading on the Canadian Securities Exchange, then on any stock exchange in Canada on which such shares are listed and posted for trading or any other regulatory body having jurisdiction as may be selected for

such purpose by the Board;

- (h) "Market Price" means, at any date in respect of Shares, the fair market value of the Shares, as determined by the Board in its sole and absolute discretion;
 - (i) "Notice Date" has the meaning given to that term in Section 7.1 hereof;
 - (j) "Option" means an option to purchase Shares granted under the Plan;
 - (k) "Option Agreement" means, with respect to any Option, the agreement entered into between the Corporation and the Optionee setting out the terms and conditions of such Option, which shall be substantially in the form of one of the agreements attached hereto as Schedule A;
 - (l) "Option Price" means the price per share at which Shares may be purchased under any Option, as the same may be adjusted from time to time in accordance with Article 8;
 - (m) "Optionee" means a person to whom an Option has been granted;
 - (n) "Personal Holding Company" means a company of which 100% of the voting shares are beneficially owned, directly or indirectly, by a director, officer or employee of , or Consultant to, the Corporation or its Subsidiaries and such entity shall be bound by the Plan in the same manner as if the Options were held directly;
 - (o) "Plan" means the Stock Option Plan of the Corporation, as embodied herein;
 - (p) "Shares" means the common shares of the Corporation or, in the event of an adjustment contemplated by Article 9, such other shares or securities to which an Optionee may be entitled upon the exercise of an Option as a result of such adjustment;
 - (q) "Subsidiary" means any body corporate which is a "subsidiary" (as such term is defined in the Canada Business Corporations Act, as the same may be amended from time to time) of the Corporation; and
 - (r) "Termination Date" has the meaning attributed thereto in Section 7.1;
- 2.2 The Forms of Option Agreement, which are annexed hereto as Schedule "A" and incorporated by reference, deemed to be part of the Plan.

ARTICLE 3 ADMINISTRATION OF THE PLAN

- 3.1 The Plan shall be administered by the Board.

- 3.2 The Board shall have the power, where consistent with the general purpose and intent of the Plan and subject to the specific provisions of the Plan, to do as follows:
- (a) establish policies and adopt rules and regulations for carrying out the purposes, provisions and administration of the Plan;
 - (b) interpret and construe the Plan and determine all questions arising out of the Plan and any Option granted pursuant to the Plan, and any such interpretation, construction or termination made by the Board shall be final, binding and conclusive for all purposes;
 - (c) designate Eligible Persons;
 - (d) determine to which Eligible Persons Options are to be granted and to grant Options and, if required by the Exchange, shall represent and confirm that the Eligible Person is a bona fide employee, consultant or management company employee (as defined in the policies of the Exchange);
 - (e) determine the number of Shares covered by each Option and to reserve such Shares for issuance;
 - (f) subject to Article 5 herein, determine for each Option the Option Price for Shares that may be purchased pursuant to such Option;
 - (g) subject to Article 5 herein, determine the time or times when Options will be granted and the terms upon which options will vest and be exercisable;
 - (h) determine if the Shares which are subject to an Option will be subject to any restrictions upon the exercise of such Option; and
 - (i) prescribe the form of the instruments relating to the grant, exercise and other terms of Options.

ARTICLE 4 OPTION PRICE

- 4.1 Subject to applicable Exchange approval, the Option Price shall be fixed by the Board at the time the Option is granted to a participant. In no event shall the price be less than the closing price per Share on the Exchange on the last trading day preceding the date of grant on which there was a closing price or, if the Shares are not listed on any stock exchange, a price determined by the Board; provided that, if the Board, in its sole discretion, determines that the closing price on the last trading day preceding the date of grant would not be representative of the market price of the Shares, then the Board may base the price on the greater of the closing price and the weighted average price per share for the Shares for five (5) consecutive trading days ending on the last trading

day preceding the date of grant on which there was a closing price on the Exchange. The weighted average price shall be determined by dividing the aggregate sale price of all Shares sold on the Exchange during the said five (5) days, by the total number of Shares so sold.

- 4.2 Once the Option Price has been determined by the Board, accepted by the Exchange and the Option has been granted, if the Optionee is an insider, the Option Price may only be reduced if disinterested shareholder approval is obtained; provided that such disinterested shareholder approval is then a requirement of the Exchange or other regulatory body having jurisdiction.

ARTICLE 5 SHARES SUBJECT TO PLAN

- 5.1 The aggregate number of Shares of the Corporation allocated and made available to be granted to Eligible Persons under the Plan shall not exceed 10% of the issued and outstanding Shares of the Corporation as at the date of grant (on a non-diluted basis). Any issuance of Shares from treasury pursuant to the exercise of Options shall automatically replenish the number of Shares available for Option grants under the Plan. Shares in respect of which Options are cancelled or not exercised prior to expiry, for any reason, shall be available for subsequent Option grants under the Plan. No fractional shares may be purchased or issued hereunder. Any grant of Options under the Plan shall be subject to the following restrictions:
- (a) the aggregate number of Shares reserved for issuance pursuant to Options granted to any one Optionee, other than a Consultant, in any 12 month period may not exceed 5% of the Corporation's total issued and outstanding Shares, unless disinterested shareholder approval is obtained;
 - (b) the aggregate number of Shares issuable pursuant to Options granted to insiders pursuant to the Plan and other security based compensation arrangements may not exceed 10% of the Corporation's total issued and outstanding Shares, unless disinterested shareholder approval is obtained;
 - (c) the aggregate number of Shares issued to insiders pursuant to the Plan and other security based compensation arrangements in any 12 month period may not exceed 10% of the Corporation's total issued and outstanding Shares, unless disinterested shareholder approval is obtained;
 - (d) no more than 2% of the total issued and outstanding Shares at the time of grant may be granted to any one Consultant in any 12 month period;
 - (e) no more than an aggregate of 2% of the total issued and outstanding Shares at the time of a grant may be granted to all persons engaged to conduct investor relations activities in any 12 month period; and

- (f) any Option granted to persons engaged in investor relation activities must vest over 12 months on a quarterly basis, and no acceleration of such Options may occur without prior Exchange acceptance.

ARTICLE 6
ELIGIBILITY, GRANT AND TERMS OF OPTIONS

- 6.1 Options may be granted to Eligible Persons.
- 6.2 In addition to any resale restriction under securities laws, an Option may be subject to a four (4) month Exchange hold period commencing on the date the Option is granted.
- 6.3 Options shall be granted by the Corporation only as approved by the Board.
- 6.4 Subject to the other terms and conditions of this Article 6, the Board shall determine the number of Shares subject to each Option, the Option Price, the expiration date of each Option, the extent to which each Option is exercisable from time to time during the term of the Option and other terms and conditions relating to each such Option. If no specific determination is made by the Board with respect to any of the following matters, each Option shall, subject to any other specific provisions of the Plan, contain the following terms and conditions:
 - (a) the period during which an Option shall be exercisable shall be ten (10) years from the date of the Option Agreement relating to such Option; and
 - (b) each Optionee understands and accepts as a term of any grant of an Option hereunder that although no conditions of vesting may attach or be imposed to the grant of an Option hereunder, if the Corporation completes a reverse-take-over or other form of “public” transaction with a publicly listed company, it may be a condition of any applicable stock exchange or other securities regulatory authority (such as the CSE, TSX or TSX-V) that such Options conform to the then in place rules of such stock exchange or securities regulatory authority in order to be valid Options. Each Optionee accordingly agrees to execute any documents necessary to conform such Optionee's Option to applicable stock exchange rules or other applicable securities regulatory authority rules.
- 6.5 No Options shall be granted to an Optionee unless the Optionee has entered into an agreement relating to that Option substantially in the form of one of the agreements attached hereto as Schedule A, or such other agreement that is acceptable to the Corporation.
- 6.6 An Option is personal to the Optionee and is non-assignable. No Option granted hereunder shall be pledged, hypothecated, charged, transferred, assigned or otherwise encumbered or disposed of by the Optionee, whether voluntarily or by operation of law, otherwise than by testate succession or the laws of descent and distribution, and any

attempt to do so will cause such Option to terminate and be null and void. During the lifetime of the Optionee, an Option shall be exercisable only by the Optionee and, upon the death of an Optionee, the person to whom the rights shall have passed by testate succession or by the laws of descent and distribution may exercise any Option in accordance with the provisions of Article 7.

ARTICLE 7 TERMINATION OF EMPLOYMENT OR SERVICES

- 7.1 Subject to Section 7.2 and to any express resolution passed by the Board providing otherwise, all Options held by an employee of the Corporation or any Subsidiary (an "Employee Optionee") shall expire and terminate immediately upon the earlier of (a) the day on which the Optionee ceases for any reason to be an Employee Optionee (the "Termination Date") and (b) the day on which the Employee Optionee is given a notice of termination, notice of dismissal or other similar notice by the Corporation (the "Notice Date").
- 7.2 If, before the expiry of an Option in accordance with the terms thereof, the employment of an Employee Optionee by the Corporation or by any Subsidiary shall terminate for any reason whatsoever other than termination by the Corporation for cause, but including termination by reason of the death of the Employee Optionee, the Options held by the former Employee Optionee may, subject to the terms thereof and the other terms of the Plan, be exercised as follows:
- (a) if the Employee Optionee is deceased, by the legal personal representative(s) of the estate of the Employee Optionee at any time during the 90-day period following the death of the Employee Optionee; or
 - (b) if the Employee Optionee is alive, by the Employee Optionee at any time during the 90-day period following the earlier of (i) the Termination Date and (ii) the Notice Date.
- 7.3 Options shall not be affected by any change of employment of the Employee Optionee or by the Employee Optionee ceasing to be a director or officer where the Employee Optionee continues to be employed by the Corporation or any Subsidiary.
- 7.4 Subject to Section 7.5 and any express resolution passed by the Board providing otherwise, all Options held by a person that is not an Employee Optionee (a "Non-Employee Optionee") shall expire and terminate immediately on the effective date of the termination of the provision of services to the Corporation by such Non-Employee Optionee.
- 7.5 If, before the expiry of an Option in accordance with the terms thereof, the provision of services by any Non-Employee Optionee terminates for any reason whatsoever other than termination by the Corporation in connection with any breach or default by the

Non-Employee Optionee of the terms and conditions upon which the Non-Employee Optionee was providing services to the Corporation, but including the termination of the provision of services by reason of the death of the Non-Employee Optionee, the Options held by the Non-Employee Optionee may, subject to the terms thereof and the other terms of the Plan, be exercised as follows:

- (a) if the Non-Employee Optionee is deceased, by the legal personal representative(s) of the estate of the Non-Employee Optionee at any time during the 90-day period following the death of the Non-Employee Optionee; or
- (b) if the Non-Employee Optionee is alive, by the Non-Employee Optionee at any time during the 30-day period following the effective date of the termination of the provision of services to the Corporation by such Non-Employee Optionee.

- 7.6 Notwithstanding anything else contained in this Article 7, Options shall only be exercisable to the extent that (a) the Employee Optionee or Non-Employee Optionee was entitled to exercise such Option at (i) in the case of an Employee Optionee, the earlier of the Termination Date and the Notice Date and (ii) in the case of a Non-Employee Optionee, the effective date of the termination of the provision of services to the Corporation by such Non-Employee Optionee and (b) such Option has not otherwise expired in accordance with its terms.

ARTICLE 8 EXERCISE OF OPTIONS

- 8.1 Subject to the provisions of the Plan, an Option which has vested and become exercisable in accordance with its terms may be exercised from time to time by delivery to the Corporation at its registered office of a written notice of exercise addressed to the secretary of the Corporation specifying the number of Shares with respect to which the Option is being exercised and accompanied by payment in full of the Option Price of the Shares to be purchased. Certificates for such Shares shall be issued and delivered to the Optionee within a reasonable time following the receipt of such notice and payment.
- 8.2 Except as expressly provided herein or otherwise determined by the Board, no unvested Options may be exercised.
- 8.3 Notwithstanding anything else contained in the Plan or in any Option, the Corporation's obligation to issue Shares to an Optionee upon the exercise of an Option shall be subject to the following:
- (a) the completion of such registration or other qualification of such Shares and the receipt of any approvals of governmental or regulatory authorities that the Corporation may determine to be necessary or advisable in connection with the authorization, issuance or sale thereof;

- (b) the receipt from the Optionee of such representations, agreements and undertakings, including as to future dealings in such Shares, as the Corporation or its counsel determines to be necessary or advisable in order to safeguard against the violation of the securities laws of any jurisdiction; and
- (c) the Optionee having entered into (i) an agreement concerning the Option substantially in the form of the applicable agreement attached hereto as Schedule A, or such other similar agreement as may be acceptable to the Corporation.

In connection with the foregoing, the Corporation shall, to the extent necessary, take all reasonable steps to obtain such approvals, registrations and qualifications as may be necessary for the issuance of such Shares in compliance with applicable securities laws and for the listing of such Shares on any stock exchange on which the Shares are then or may become listed.

ARTICLE 9 CERTAIN ADJUSTMENTS

Appropriate adjustments in the number of Shares subject to the Plan and, with respect to Options granted or to be granted, in the number of Shares optioned and the Option Price shall be made by the Board to give effect to adjustments in the number of Shares resulting from any subdivision, consolidation or reclassification of the Shares, the payment of any stock dividend by the Corporation (other than dividends in the ordinary course) or other relevant changes in the capital stock of the Corporation.

ARTICLE 10 AMENDMENT OR DISCONTINUANCE OF PLAN; ACCELERATED VESTING

- 10.1 The Board may amend or discontinue the Plan at any time without notice to the Optionees.
- 10.2 If the Corporation proposes to amalgamate, merge or consolidate with any other corporation or to liquidate, dissolve or wind-up, or in connection with any proposed sale or conveyance of all or substantially all of the property or assets of the Corporation or any proposed offer to acquire all of the outstanding Shares of the Corporation or any other proposed transaction involving the Corporation (in each case, a "Liquidity Event"), the Board may, in its sole and absolute discretion, determine in connection with any such Liquidity Event to permit the early exercise of all or any portion of the then outstanding Options. Whether or not the Board determines to accelerate the vesting of any Options, the Corporation shall give written notice of any proposed Liquidity Event to each Optionee. Upon the giving of any such notice, the Optionees shall be entitled to exercise, at any time within the 14-day period following the giving of such notice, all or a portion of those Options granted to such Optionees which are then vested and exercisable in accordance with their terms, as well as any Options which the Board has

determined shall be immediately exercisable. Upon the expiration of such 14-day period, all rights of the Optionees to purchase the Shares underlying the Options or to exercise any Options shall terminate and all outstanding Options shall immediately expire and cease to have any further force or effect.

10.3 The approval of the Board and the requisite approval from the Exchange and the shareholders shall be required for any of the following amendments to be made to the Plan:

- (a) any increase to the fixed maximum percentage of Shares issuable under the Plan;
- (b) a reduction in the exercise price or purchase price of an Option (other than for standard anti-dilution purposes) held by or benefiting an insider;
- (c) an increase in the maximum number of Shares that may be issued to insiders within any one year period or that are issuable to insiders at any time;
- (d) an extension of the term of an Option held by or benefiting an insider;
- (e) any change to the definition of "Eligible Person" which would have the potential of broadening or increasing insider participation;
- (f) the addition of any form of financial assistance;
- (g) any amendment to a financial assistance provision which is more favourable to Eligible Persons;
- (h) the addition of a deferred or restricted share unit or any other provision which results in Eligible Persons receiving securities while no cash consideration is received by the Corporation; and
- (i) any other amendments that may lead to significant or unreasonable dilution in the Corporation's outstanding securities or may provide additional benefits to Eligible Persons especially insiders, at the expense of the Corporation and its existing shareholders.

10.4 The Board may, without shareholder approval but subject to receipt of requisite approval as required by the Exchange, in its sole discretion make all other amendments to the Plan that are not the type contemplated in Section 10.3 above including, without limitation:

- (a) amendments of a housekeeping nature;
- (b) a change to the vesting provisions of an Option or the Plan; and (c) a change to the termination provisions of an Option or the Plan which does not entail an

extension beyond the original expiry date.

ARTICLE 11
MISCELLANEOUS PROVISIONS

- 11.1 The holder of an Option shall not have any rights as a shareholder of the Corporation with respect to any of the Shares covered by such Option until such holder shall have exercised such Option in accordance with the terms of the Plan (including tendering payment in full of the Option Price of the Shares in respect of which the Option is being exercised) and the Corporation has issued the Shares to the Optionee.
- 11.2 Notwithstanding any other provisions of this Plan, the Corporation may, from time to time, implement such procedures and conditions as it determines appropriate with respect to the withholding and remittance of taxes imposed under applicable law or the funding of related amounts for which liability may arise under such applicable law (collectively, the "Tax Obligations"). Without limiting the generality of the foregoing, a participant who wishes to exercise an option must, in addition to following the procedures set out in any stock option agreement and elsewhere in this Plan, and as a condition of exercise:
- (a) deliver a certified cheque, wire transfer or bank draft payable to the Corporation for the amount determined by the Corporation to be the appropriate amount on account of such Tax Obligations, or
 - (b) otherwise ensure, in a manner acceptable to the Corporation (if at all) in its sole and unfettered discretion, that such amount will be made available to the Corporation on a secure and timely basis, and must in all other respects follow any related procedures and conditions imposed by the Corporation, failing which the Corporation shall not be obliged to honour the purported option exercise or issue certificates for Shares.
 - (c) Without limiting the generality of the foregoing or limiting the Corporation's discretion under this Section 10.2, the Corporation may, at its option:
 - (i) accept the exercise of the options and withhold all or any number of Shares issued upon exercise of the options and deliver such number of Shares as it may determine to a broker or other selling agent for purposes of sale, or otherwise sell or transfer such Shares. In implementing any such sale or transfer, neither the Corporation nor any broker or selling agent shall be obligated to seek or obtain a minimum price or be liable for any loss arising out of any sale or transfer of such Shares (relating to the manner or timing of such sale or transfer, the terms or prices at which such Shares are sold or transferred, or otherwise). Any net proceeds derived therefrom shall in the first instance serve to satisfy the Tax Obligations and all related fees, interest or other

obligations in respect thereof, and shall be available or made available to the Corporation for the purpose of satisfying the foregoing. Any shortfall in such net proceeds as required to satisfy such Tax Obligations and other amounts shall be to the account of the participant and (without limiting the Corporation's remedies available under law) may be recovered by the Corporation from the participant by way of set-off against any other amount or property then or thereafter owing by the Corporation to the participant in any capacity (whether salary or other remuneration, Shares or remaining Shares issued on exercise of options then otherwise to be issued, or in any other manner). Any net proceeds derived from a sale or other transfer of such Shares in excess of the amount determined by the Corporation to be the amount required to satisfy the Tax Obligations and related fees, interest or other obligations shall, together with any remaining Shares not so sold or transferred, also be for the account of the participant; or

- (ii) (accept the exercise of the options if and provided that the participant and the Corporation have agreed to procedures, acceptable to the Corporation in its sole discretion, whereby a sale of Shares sufficient to satisfy the Tax Obligations and related amounts (as determined by the Corporation in its sole discretion) has been coordinated through a broker or sales agent (including such broker or sales agent acting for the participant) on a basis that: (i) obliges such broker or sales agent to retain and provide such amounts to the Corporation on a timely basis, and (ii) does not oblige the Corporation to issue such optioned Shares except against payment and delivery of such amounts (and the amount of the option exercise price if not separately paid under Section 10.2(a).

11.3 Nothing in the Plan or any Option shall confer upon any Employee Optionee any right to continue in the employ of the Corporation or any Subsidiary or affect in any way the right of the Corporation or any Subsidiary to terminate his or her employment at any time. In addition, nothing in the Plan or any Option shall be deemed to be or construed as an agreement, or an expression of intent, on the part of the Corporation or any Subsidiary to extend the employment of any Employee Optionee beyond the time which he or she would normally be retired pursuant to the provisions of any present or future retirement plan of the Corporation or any Subsidiary or any present or future retirement policy of the Corporation or any Subsidiary, or beyond the time at which he or she would otherwise be retired pursuant to the provisions of any contract of employment with the Corporation or any Subsidiary.

11.4 Nothing in the Plan or any Option shall confer on any Non-Employee Optionee any right to continue to provide services to the Corporation or any Subsidiary or affect in any way the right of the Corporation or any Subsidiary to terminate at any time any agreement or contract with such Non-Employee Optionee. In addition, nothing in the Plan or any

Option shall be deemed to be or construed as an agreement, or an expression of intent, on the part of the Corporation or any Subsidiary to extend the time for the provision of services beyond the time specified in the contract with the Corporation or such Subsidiary.

- 11.5 Upon the exercise of an Option, the Optionee shall make arrangements satisfactory to the Corporation regarding payment of any federal, provincial or local taxes of any kind required by law to be withheld with respect to the exercise of the Option. In addition, the Corporation shall, to the extent permitted by law, have the right to deduct from any payment of any kind due to the Optionee any federal, provincial or local taxes of any kind required by law to be withheld with respect to the exercise of the Option.
- 11.6 The Plan and the exercise of the Options granted under the Plan shall be subject to the condition that if at any time the Corporation shall determine in its sole discretion that it is necessary or desirable to comply with any legal requirements or the requirements of any stock exchange or other regulatory authority or to obtain any approval or consent from any such stock exchange or other regulatory authority as a condition of, or in connection with, the Plan or the exercise of the Options granted under the Plan or the issue of Shares as a result thereof, then in any such event any Options granted prior to such approval and acceptance shall be conditional upon such compliance having been effected or such approval or consent having been given and no such Options may be exercised unless and until such compliance is effected or until such approval or consent is given on conditions satisfactory to the Corporation in its sole discretion.
- 11.7 The Plan and all Option Agreements entered into pursuant to the Plan shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

SCHEDULE A

PART I - FORM OF OPTION AGREEMENT FOR EMPLOYEES

THIS OPTION AGREEMENT is made as of the _____ day of _____, 20____.

B E T W E E N :

RED ORE GOLD INC.,

a corporation existing under the laws of British Columbia,

(hereinafter referred to as the "Corporation"),

- and -

[NAME OF OPTIONHOLDER],

a resident of the _____ of _____,

(hereinafter referred to as the "Optionee"),

THIS AGREEMENT WITNESSES that in consideration of the sum of one dollar (Cdn.\$1) paid by the Optionee to the Corporation and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the parties), it is agreed by and between the parties as follows:

1. The Corporation grants to the Optionee an option (the "Option") to purchase • common shares of the Corporation ("Common Shares") at the price of \$• per share (the "Option Price"). The Option is granted pursuant to the stock option plan of the Corporation (as the same may be amended, supplemented or replaced from time to time, the "Plan").
2. Subject to any earlier termination of the Option in accordance with the Plan or the other terms and conditions of this Agreement, on the close of business on the fifth (5th) anniversary of the date of this agreement (the "Expiry Date"), all rights of the Optionee to purchase the Common Shares underlying the Option or to exercise the Option shall terminate and the Option shall immediately expire and cease to have any further force or effect.
3. The Optionee shall exercise the Option by the delivery to the Secretary of the Corporation of a notice in writing of the proposed exercise of the Option, together with a certified cheque or bank draft payable to the Corporation in the amount of the aggregate Option Price for the Common Shares to be issued to the Optionee in connection with the exercise of the Option. The Corporation shall take such steps as are necessary in order to issue such Common Shares within ten business days of the receipt of such notice and the required payment.

4. The Optionee is not obligated to exercise any or all of this Option.
5. Subject to Sections 6 and 7, all rights of the Optionee to exercise the Option and purchase the Common Shares underlying the Option shall terminate and the outstanding Option shall immediately expire and cease to have any further force or effect if the Optionee ceases to be employed by the Corporation or by any Subsidiary for any reason, including as a result of the death of the Optionee.
6. Notwithstanding Section 6, if the Optionee ceases to be employed by the Corporation or any Subsidiary for any reason other than death or termination by the Corporation or any Subsidiary for cause, the Optionee shall be entitled to exercise this Option at any time during the period ending on the earlier of (i) thirty days after the effective date of the termination of the Optionee's employment and (ii) the Expiry Date.
7. Notwithstanding Section 6, if the Optionee ceases to be employed by the Corporation as a result of the death of the Optionee, the Optionee's legal representative shall be entitled to exercise this Option at any time during the period ending on the earlier of (i) 90 days after the death of the Optionee and (ii) the Expiry Date.
8. The Optionee agrees that it shall be a condition precedent to the exercise of this Option that the Optionee execute and deliver to the Corporation such agreements or instruments as the Corporation may require.
9. Time shall be of the essence in this Agreement.
10. This Agreement shall enure to the benefit of and be binding upon the successors and assigns of the Corporation and the heirs, executors, personal legal representatives and permitted assigns of the Optionee.
11. The Optionee may not assign, pledge or encumber his or her interest in this Agreement without the prior written consent of the Corporation.
12. The Optionee acknowledges receipt of a copy of the Plan. The Optionee further acknowledges and agrees that, except with respect to the terms upon which the Option becomes vested and exercisable (as to which terms this Agreement shall govern and be paramount), that (i) the Plan may, with or without notice to the Optionee, be amended, supplemented or replaced from time to time and (ii) this Agreement and the Option shall be subject to and governed by the terms and conditions of the Plan, as so amended, supplemented or replaced.
13. Except as specifically set out in this Agreement, in the event of any conflict or inconsistency as between the terms and conditions of this Agreement and those of the Plan, the terms and conditions of the Plan shall govern and be paramount.
14. Capitalized terms used and not defined herein shall have the meanings given to them in

the Plan.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto.

RED ORE GOLD INC.

by

Name:

Title:

Witness

Name of Optionee:

PART II - FORM OF OPTION AGREEMENT FOR NON-EMPLOYEE OFFICERS & DIRECTORS

THIS OPTION AGREEMENT is made as of the _____ day of _____, 20____.

B E T W E E N:

RED ORE GOLD INC.,
a corporation existing under the laws of British Columbia,
(hereinafter referred to as the "Corporation"),

- and -

[NAME OF OPTIONHOLDER],
a resident of the _____ of _____,
(hereinafter referred to as the "Optionee"),

THIS AGREEMENT WITNESSES that in consideration of the sum of one dollar (Cdn.\$1) paid by the Optionee to the Corporation and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the parties), it is agreed by and between the parties as follows:

1. The Corporation grants to the Optionee an option (the "Option") to purchase • common shares of the Corporation ("Common Shares") at the price of \$• per share (the "Option Price"). The Option is granted pursuant to the stock option plan of the Corporation (as the same may be amended, supplemented or replaced from time to time, the "Plan").
2. Subject to any earlier termination of the Option in accordance with the Plan or the other terms and conditions of this Agreement, on the close of business on the fifth (5th) anniversary of the date of this agreement (the "Expiry Date"), all rights of the Optionee to purchase the Common Shares underlying the Option or to exercise the Option shall terminate and the Option shall immediately expire and cease to have any further force or effect.
3. The Optionee shall exercise the Option by the delivery to the Secretary of the Corporation of a notice in writing of the proposed exercise of the Option, together with a certified cheque or bank draft payable to the Corporation in the amount of the aggregate Option Price for the Common Shares to be issued to the Optionee in connection with the exercise of the Option. The Corporation shall take such steps as are necessary in order to issue such Common Shares within ten business days of the receipt of such notice and the required payment.
4. The Optionee is not obligated to exercise any or all of this Option.

5. Subject to Sections 7 and 8, all rights of the Optionee to exercise the Option and purchase the Common Shares underlying the Option shall terminate and the outstanding Option shall immediately expire and cease to have any further force or effect if the Optionee ceases to hold office as a director of the Corporation or any Subsidiary for any reason, including as a result of the death of the Optionee.
6. Notwithstanding Section 6, if the Optionee ceases to hold office as a director of the Corporation or any Subsidiary for any reason other than death, the Optionee shall be entitled to exercise this Option at any time during the period ending on the earlier of (i) thirty days after the last day on which the Optionee held office as a director or officer of the Corporation or any Subsidiary and (ii) the Expiry Date.
7. Notwithstanding Section 6, if the Optionee ceases to hold office as a director of the Corporation as a result of the death of the Optionee, the Optionee's legal representative shall be entitled to exercise this Option at any time during the period ending on the earlier of (i) 90 days after the death of the Optionee and (ii) the Expiry Date.
8. The Optionee agrees that it shall be a condition precedent to the exercise of this Option that the Optionee execute and deliver to the Corporation such agreements or instruments as the Corporation may require.
9. Time shall be of the essence in this Agreement.
10. This Agreement shall enure to the benefit of and be binding upon the successors and assigns of the Corporation and the heirs, executors, personal legal representatives and permitted assigns of the Optionee.
11. The Optionee may not assign, pledge or encumber his or her interest in this Agreement without the prior written consent of the Corporation.
12. The Optionee acknowledges receipt of a copy of the Plan. The Optionee further acknowledges and agrees that, except with respect to the terms upon which the Option becomes vested and exercisable (as to which terms this Agreement shall govern and be paramount), that (i) the Plan may, with or without notice to the Optionee, be amended, supplemented or replaced from time to time and (ii) this Agreement and the Option shall be subject to and governed by the terms and conditions of the Plan, as so amended, supplemented or replaced.
13. Except as specifically set out in this Agreement, in the event of any conflict or inconsistency as between the terms and conditions of this Agreement and those of the Plan, the terms and conditions of the Plan shall govern and be paramount.
14. Capitalized terms used and not defined herein shall have the meanings given to them in the Plan.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto.

RED ORE GOLD INC.

by

Name:

Title:

Witness

Name of Optionee:

PART III - FORM OF OPTION AGREEMENT FOR SERVICE PROVIDERS

THIS OPTION AGREEMENT is made as of the day of , 20 .

B E T W E E N :

RED ORE GOLD INC.,
a corporation existing under the laws of British Columbia,

(hereinafter referred to as the "Corporation"),

- and -

[NAME OF OPTIONHOLDER],
a resident of the of ,

(hereinafter referred to as the "Optionee"),

THIS AGREEMENT WITNESSES that in consideration of the sum of one dollar (Cdn.\$1) paid by the Optionee to the Corporation and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the parties), it is agreed by and between the parties as follows:

1. The Corporation grants to the Optionee an option (the "Option") to purchase • common shares of the Corporation ("Common Shares") at the price of \$• per share (the "Option Price"). The Option is granted pursuant to the stock option plan of the Corporation (as the same may be amended, supplemented or replaced from time to time, the "Plan").
2. Subject to any earlier termination of the Option in accordance with the Plan or the other terms and conditions of this Agreement, on the close of business on the fifth (5th) anniversary of the date of this agreement (the "Expiry Date"), all rights of the Optionee to purchase the Common Shares underlying the Option or to exercise the Option shall terminate and the Option shall immediately expire and cease to have any further force or effect.
3. The Optionee shall exercise the Option by the delivery to the Secretary of the Corporation of a notice in writing of the proposed exercise of the Option, together with a certified cheque or bank draft payable to the Corporation in the amount of the aggregate Option Price for the Common Shares to be issued to the Optionee in connection with the exercise of the Option. The Corporation shall take such steps as are necessary in order to issue such Common Shares within ten business days of the receipt of such notice and the required payment.
4. The Optionee is not obligated to exercise any or all of this Option.

5. Subject to Sections 7 and 8, all rights of the Optionee to exercise the Option and purchase the Common Shares underlying the Option shall terminate and the Option shall expire and terminate immediately on the effective date of the termination of the provision of services to the Corporation by the Optionee, including as a result of the death of the Optionee.
6. Notwithstanding Section 6, if the Optionee ceases to provide services to the Corporation for any reason other than death or termination by the Corporation in connection with any breach or default by the Optionee of the terms and conditions upon which the Optionee was providing services to the Corporation, the Optionee shall be entitled to exercise this Option at any time during the period ending on the earlier of (i) thirty days after the effective date of the termination of the provision of services to the Corporation by the Optionee and (ii) the Expiry Date.
7. Notwithstanding Section 6, if the Optionee ceases to provide services to the Corporation as a result of the death of the Optionee, the Optionee's legal representative shall be entitled to exercise this Option at any time during the period ending on the earlier of (i) 90 days after the death of the Optionee and (ii) the Expiry Date.
8. The Optionee agrees that it shall be a condition precedent to the exercise of this Option that the Optionee execute and deliver to the Corporation such agreements or instruments as the Corporation may require.
9. Time shall be of the essence in this Agreement.
10. This Agreement shall enure to the benefit of and be binding upon the successors and assigns of the Corporation and the heirs, executors, personal legal representatives and permitted assigns of the Optionee.
11. The Optionee may not assign, pledge or encumber his or her interest in this Agreement without the prior written consent of the Corporation.
12. The Optionee acknowledges receipt of a copy of the Plan. The Optionee further acknowledges and agrees that, except with respect to the terms upon which the Option becomes vested and exercisable (as to which terms this Agreement shall govern and be paramount), that (i) the Plan may, with or without notice to the Optionee, be amended, supplemented or replaced from time to time and (ii) this Agreement and the Option shall be subject to and governed by the terms and conditions of the Plan, as so amended, supplemented or replaced.
13. Except as specifically set out in this Agreement, in the event of any conflict or inconsistency as between the terms and conditions of this Agreement and those of the Plan, the terms and conditions of the Plan shall govern and be paramount.
14. Capitalized terms used and not defined herein shall have the meanings given to them in

the Plan.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto.

RED ORE GOLD INC.

by

Name:

Title:

Witness

Name of Optionee: