

NOTICES OF SPECIAL MEETINGS OF SHAREHOLDERS
AND
JOINT MANAGEMENT INFORMATION CIRCULAR
CONCERNING A BUSINESS COMBINATION INVOLVING
CAMEX ENERGY CORP.
AND
DESERT LION ENERGY CORP.

January 17, 2018

Neither the TSX Venture Exchange Inc. nor any securities regulatory authority has in any way passed upon the merits of the Business Combination described in this information circular.

January 17, 2018

Dear Camex Shareholder,

The directors of Camex Energy Corp. (“**Camex**”) cordially invite you to attend the annual and special meeting (the “**Camex Meeting**”) of the shareholders of Camex (the “**Camex Shareholders**”) to be held at the offices of Cassels Brock & Blackwell LLP, HSBC Building, 885 West Georgia Street, Suite 2200, Vancouver, B.C. on February 15, 2018 at 10:00 a.m. (Vancouver time).

At the Camex Meeting, you will be asked to consider and, if deemed appropriate, to pass, with or without variation: (i) an ordinary resolution approving the reverse take-over (the “**Business Combination**”) pursuant to which the shareholders of Desert Lion Energy Corp. (“**Desert Lion**”) will receive common shares of Camex on the basis of one Camex common share (on a post-consolidation basis) for each common share of Desert Lion held (the “**Reverse Take-Over Resolution**”); (ii) an ordinary resolution authorizing and approving a consolidation of Camex’s issued and outstanding common shares on a 12.0258 for 1 basis (the “**Consolidation Resolution**”); (iii) an ordinary resolution setting the size of the Camex board of directors (the “**Camex Board**”) at six (the “**Camex Board Resolution**”); (iv) the election of each of the Camex Board nominees (the “**Board Nominees**”) specified in the accompanying management information circular (the “**Circular**”); (v) a special resolution approving the continuance of Camex from British Columbia to Ontario (the “**Continuance Resolution**”); (vi) an ordinary resolution approving the adoption of a new By-Law No. 1 (the “**By-Law Resolution**”); and (vii) an ordinary resolution approving a new stock option plan of Camex (the “**Stock Option Plan Resolution**” and together with the Reverse Take-Over Resolution, the Consolidation Resolution, the Camex Board Resolution, the election of the Board Nominees, the Continuance Resolution and the By-Law Resolution, the “**Camex Resolutions**”).

The directors of Camex believe that the Business Combination will have the following benefits for the Camex Shareholders:

- (i) the resulting issuer will own Desert Lion’s lithium project in Namibia;
- (ii) the resulting issuer will have a strong Board of Directors that has experience in capital markets and project advancement and a quality management and exploration team with complementary skills to ensure systematic progress on the project;
- (iii) the resulting issuer is expected to have increased share trading liquidity and will have a greater market capitalization that is attractive to a wider range of investors than that offered by Camex prior to completion of the Business Combination; and
- (iv) following completion of the Business Combination, it is expected that the resulting issuer will have a sufficient cash position to advance the exploration and development of Desert Lion’s lithium project in Namibia.

Following completion of the Business Combination, management of Camex will be led by a team consisting of Tim Johnston as President and Chief Executive Officer, Paul Bozoki as Chief Financial Officer, and Peter McCague as Vice-President, Corporate & Legal Affairs. A description of the Business Combination is set out in the accompanying joint management information circular of Camex and Desert Lion (the “**Circular**”).

The full text of each of the resolutions set forth above are set out as Schedules “D” through “J” to the Circular.

The Continuance Resolution requires the affirmative vote of not less than two-thirds of the votes cast by Camex Shareholders present in person or represented by proxy and entitled to vote at the Camex Meeting.

The Reverse Take-Over Resolution, the Consolidation Resolution, the Camex Board Resolution, the election of the Board Nominees, the By-Law Resolution and the Stock Option Plan Resolution require the affirmative vote of not less than a majority of the votes cast by Camex Shareholders present in person or represented by proxy and entitled to vote at the Camex Meeting.

THE BOARD OF DIRECTORS OF CAMEX UNANIMOUSLY RECOMMENDS THAT CAMEX SHAREHOLDERS VOTE IN FAVOUR OF THE CAMEX RESOLUTIONS AT THE CAMEX MEETING FOR THE REASONS SET FORTH IN THE CIRCULAR.

We hope you will be able to attend the Camex Meeting. Whether or not you are able to attend, it is important that you be represented at the Camex Meeting. We encourage you to complete the enclosed form of proxy and return it, by the time specified in the notice of the Camex Meeting and the Circular, to Computershare Investor Services Inc. at the address specified on the form of proxy. Voting by proxy will not prevent you from voting in person if you attend the Camex Meeting, but will ensure that your vote will be counted if you are unable to attend.

If you are a non-registered holder of Camex common shares and have received this letter and the Circular from your broker or another intermediary, please complete and return the form of proxy or other authorization form provided to you by your broker or other intermediary in accordance with the instructions provided with it. Failure to do so may result in your Camex common shares not being eligible to be voted at the Camex Meeting.

Sincerely,

(signed) “*Scott Ackerman*”

Scott Ackerman
President and Chief Executive Officer



January 17, 2018

Dear Desert Lion Shareholder,

The directors of Desert Lion Energy Corp. ("**Desert Lion**") cordially invite you to attend the special meeting (the "**Desert Lion Meeting**") of the shareholders of Desert Lion (the "**Desert Lion Shareholders**") to be held at the offices of Cassels Brock & Blackwell LLP on February 15, 2018 at 1:00 p.m. (Toronto time).

At the Desert Lion Meeting, you will be asked to consider and, if deemed appropriate, to pass, with or without variation a special resolution (the "**Amalgamation Resolution**") approving the amalgamation (the "**Amalgamation**") of Desert Lion and 2590945 Ontario Inc. ("**Camex Subco**"), a wholly-owned subsidiary of Camex Energy Corp. ("**Camex**"), under the provisions of the *Business Corporations Act* (Ontario) to form a new amalgamated company continuing under the name "Desert Lion Energy Corp." ("**Amalco**"). The Amalgamation will be effected by way of a three-cornered amalgamation among Camex, Camex Subco and Desert Lion pursuant to which, upon the Amalgamation of Desert Lion and Camex Subco, Desert Lion Shareholders will receive one Camex common share (on a post-consolidation basis) for each common share of Desert Lion held and Amalco will become a wholly-owned subsidiary of Camex.

The directors of Desert Lion believe that the Amalgamation, which forms part of the business combination with Camex (the "**Business Combination**"), will have the following benefits for the Desert Lion Shareholders:

- (i) former Desert Lion Shareholders will hold common shares of Camex, a public company, resulting in increased share trading liquidity and market capitalization that is attractive to a wider range of investors than that offered by Desert Lion prior to the Amalgamation;
- (ii) the resulting issuer will have a strong Board of Directors that has experience in capital markets and project advancement and a quality management and exploration team with complimentary skills to ensure systematic progress on Desert Lion's lithium project in Namibia; and
- (iii) following completion of the Amalgamation, it is expected that the resulting issuer will have a sufficient cash position to advance the exploration and development of Desert Lion's lithium project in Namibia.

Management of Camex, which will be the parent company of Amalco following completion of the Business Combination, will be led by a team consisting of Tim Johnston as President and Chief Executive Officer, Paul Bozoki as Chief Financial Officer and Peter McCague as Vice-President, Corporate and Legal Affairs. A description of the Business Combination is set out in the accompanying joint management information circular of Camex and Desert Lion (the "**Circular**").

The full text of the Amalgamation Resolution is set out as Schedule "K" to the Circular.

The Amalgamation Resolution requires the affirmative vote of not less than two-thirds of the votes cast by Desert Lion Shareholders present in person or represented by proxy and entitled to vote at the Desert Lion Meeting.

THE BOARD OF DIRECTORS OF DESERT LION UNANIMOUSLY RECOMMENDS THAT DESERT LION SHAREHOLDERS VOTE IN FAVOUR OF THE AMALGAMATION RESOLUTION AT THE DESERT LION MEETING FOR THE REASONS SET FORTH IN THE CIRCULAR.

We hope you will be able to attend the Desert Lion Meeting. Whether or not you are able to attend, it is important that you be represented at the Desert Lion Meeting. We encourage you to complete the enclosed form of proxy and return it, by the time specified in the notice of the Meeting and the Circular, to Computershare Investor Services Inc. at the address specified on the form of proxy. Voting by proxy will not prevent you from voting in person if you attend the Desert Lion Meeting, but will ensure that your vote will be counted if you are unable to attend.

If you are a non-registered holder of Desert Lion common shares and have received this letter and the Circular from your broker or another intermediary, please complete and return the form of proxy or other authorization form provided to you by your broker or other intermediary in accordance with the instructions provided with it. Failure to do so may result in your Desert Lion common shares not being eligible to be voted at the Desert Lion Meeting.

Sincerely,

(signed) “*Tim Johnston*”

Tim Johnston
President and Chief Executive Officer

**NOTICE OF ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS
OF CAMEX ENERGY CORP.**

NOTICE IS HEREBY GIVEN that the annual and special meeting (the “**Camex Meeting**”) of the shareholders (the “**Camex Shareholders**”) of Camex Energy Corp. (“**Camex**”) will be held at the offices of Cassels Brock & Blackwell LLP, HSBC Building, 885 West Georgia Street, Suite 2200, Vancouver, B.C. V6C 2E8 on February 15, 2018 at 10:00 a.m. (Vancouver time) for the following purposes, as more particularly described in the enclosed joint management information circular (the “**Circular**”):

1. to receive and consider the audited consolidated financial statements of Camex as at and for the years ended March 31, 2017 and 2016, together with the report of the auditors thereon.
2. to consider and, if thought advisable, approve with or without variation, an ordinary resolution, the full text of which is set forth in Schedule “D” to the Circular, authorizing and approving the reverse take-over (the “**Business Combination**”) pursuant to which the shareholders of Desert Lion Energy Corp. (“**Desert Lion**”) will receive common shares of Camex on the basis of one Camex common share (on a post-consolidation basis) for each common share of Desert Lion held (the “**Reverse Take-Over Resolution**”);
3. to consider and, if thought advisable, approve with or without variation, an ordinary resolution, the full text of which is set forth in Schedule “E” to the Circular, authorizing and approving consolidation of Camex’s issued and outstanding common shares on a 12.0258 for 1 basis (the “**Consolidation Resolution**”);
4. to consider and, if thought advisable, approve with or without variation, an ordinary resolution, the full text of which is set forth in Schedule “F” to the Circular, conditional upon the closing of the Business Combination, setting the size of the board of directors of Camex at six (the “**Camex Board Resolution**”);
5. to consider and, if thought advisable, to elect, conditional upon the closing of the Business Combination, Adonis Pouroulis, Tim Johnston, Peter McCague, John Vettese, Stephan Theron and Chris Berry (collectively, the “**Board Nominees**”) as directors of Camex;
6. to consider and, if thought advisable, approve with or without variation, a special resolution, the full text of which is set out in Schedule “G” to the Circular, authorizing and approving the continuance of Camex from British Columbia to Ontario (the “**Continuance Resolution**”);
7. to consider and, if thought advisable, approve with or without variation, an ordinary resolution, the full text of which is set out in Schedule “H” to the Circular, conditional upon approval and completion of the Continuance, authorizing and approving the adoption of a new By-Law No. 1 (the “**By-Law Resolution**”);
8. to consider and, if thought advisable, approve with or without variation, an ordinary resolution, the full text of which is set forth in Schedule “J” to the Circular, authorizing and approving a new stock option plan of Camex (the “**Stock Option Plan Resolution**”); and
9. to transact such other business as may properly come before the Camex Meeting or any adjournment or postponement thereof.

The Business Combination will be completed pursuant to the amalgamation agreement dated as of October 12, 2017, as amended from time to time, among Camex, 2590945 Ontario Inc. and Desert Lion, a copy of which is available under Camex’s profile on SEDAR at www.sedar.com. A description of the Business Combination and the other matters to be dealt with at the Camex Meeting is included in the Circular.

Only Camex Shareholders of record at the close of business on December 20, 2017 are entitled to receive notice of the Camex Meeting and any adjournment or postponement thereof.

Camex Shareholders who are unable to be present in person at the Camex Meeting are requested to complete, date, sign and return, in the envelope provided for that purpose, the enclosed form of proxy. In order to be voted, proxies must be received by Computershare Investor Services Inc., by no later than 10:00 a.m. (Vancouver time) on February 13, 2018 or, in the case of any adjournment or postponement of the Camex Meeting, by no later than 48 hours (excluding Saturdays, Sundays and holidays) before the time for the adjourned or postponed Camex Meeting.

Registered Camex Shareholders who validly dissent in respect of the proposed Continuance Resolution will be entitled to be paid the fair value of their Camex common shares in accordance with section 309 of the *Business Corporations Act* (British Columbia). The dissent rights are described in the Circular. Failure to strictly comply with the requirements set forth in section 309 of the *Business Corporations Act* (British Columbia) may result in the loss of any dissent right.

DATED at Vancouver, British Columbia, this 17th day of January, 2018.

BY ORDER OF THE BOARD

(signed) “*Scott Ackerman*”

Scott Ackerman
President and Chief Executive Officer

**NOTICE OF SPECIAL MEETING OF SHAREHOLDERS
OF DESERT LION ENERGY CORP.**

NOTICE IS HEREBY GIVEN that a special meeting (the “**Desert Lion Meeting**”) of the shareholders (the “**Desert Lion Shareholders**”) of Desert Lion Energy Corp. (“**Desert Lion**”) will be held at the offices of Cassels Brock & Blackwell LLP, 2100 Scotia Plaza, 40 King Street West, Toronto, Ontario on February 15, 2018 at 1:00 p.m. (Toronto time) for the following purposes, as more particularly described in the enclosed joint management information circular (the “**Circular**”):

1. to consider and, if thought advisable, approve with or without variation, a special resolution (the “**Amalgamation Resolution**”), the full text of which is set forth in Schedule “K” to the Circular, authorizing and approving the amalgamation (the “**Amalgamation**”) of Desert Lion with 2590945 Ontario Inc. (“**Camex Subco**”), a wholly-owned subsidiary of Camex Energy Corp. (“**Camex**”) under the provisions of the *Business Corporations Act* (Ontario) to form a new amalgamated company continuing under the name “Desert Lion Energy Corp.” (“**Amalco**”). The business combination will be effected by way of a three-cornered amalgamation among Camex, Camex Subco and Desert Lion; and
2. to transact such other business as may properly come before the Desert Lion Meeting or any adjournment or postponement thereof.

The Amalgamation, which forms part of the business combination with Camex (the “**Business Combination**”), will be completed pursuant to the amalgamation agreement dated as of October 12, 2017, as amended from time to time, among Camex, Camex Subco and Desert Lion, a copy of which is available under Camex’s profile on SEDAR at www.sedar.com. A description of the Business Combination and the other matters to be dealt with at the Desert Lion Meeting is included in the Circular.

Only Desert Lion Shareholders of record at the close of business on December 20, 2017 are entitled to receive notice of the Desert Lion Meeting and any adjournment or postponement thereof.

Desert Lion Shareholders who are unable to be present in person at the Desert Lion Meeting are requested to complete, date, sign and return, in the envelope provided for that purpose, the enclosed form of proxy. In order to be voted, proxies must be received by Computershare Investor Services Inc., by no later than 1:00 p.m. (Toronto time) on February 13, 2018 or, in the case of any adjournment or postponement of the Desert Lion Meeting, by no later than 48 hours (excluding Saturdays, Sundays and holidays) before the time for the adjourned or postponed Desert Lion Meeting.

Registered Desert Lion Shareholders who validly dissent in respect of the proposed Amalgamation Resolution will be entitled to be paid the fair value of their Desert Lion common shares in accordance with section 185 of the *Business Corporations Act* (Ontario). The dissent rights are described in the Circular. Failure to strictly comply with the requirements set forth in section 185 of the *Business Corporations Act* (Ontario) may result in the loss of any dissent right.

DATED at Toronto, Ontario, this 17th day of January, 2018.

BY ORDER OF THE BOARD

(signed) “Tim Johnston”

Tim Johnston
President and Chief Executive Officer

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JOINT MANAGEMENT INFORMATION CIRCULAR

Information Contained in this Circular

This Circular is delivered in connection with the solicitation of proxies by and on behalf of management of Camex and Desert Lion for use at the Camex Meeting and the Desert Lion Meeting, respectively, and any adjournment or postponement thereof. No person is authorized to give any information or make any representation not contained in this Circular and, if given or made, such information or representation should not be relied upon as having been authorized or as being accurate. For greater certainty, to the extent that any information provided on Camex's or Desert Lion's websites is inconsistent with this Circular, you should rely on the information provided in this Circular.

Information contained in this Circular (including the Schedules attached hereto) with respect to Desert Lion, including without limitation, information concerning its subsidiaries and assets, has been provided by management of Desert Lion. Management of Camex has relied upon Desert Lion for the accuracy of such information without independent verification. Although Camex has no knowledge that would indicate that any of the information provided by Desert Lion is untrue or incomplete, neither Camex nor any of its officers and directors assumes any responsibility for the accuracy or completeness of such information or any failure by Desert Lion to disclose facts or events which may have occurred or may affect the completeness or accuracy of such information but which are unknown to Camex.

Information contained in this Circular (including the Schedules attached hereto) with respect to Camex, including without limitation, information concerning its subsidiaries and assets, has been provided by management of Camex. Management of Desert Lion has relied upon Camex for the accuracy of such information without independent verification. Although Desert Lion has no knowledge that would indicate that any of the information provided by Camex is untrue or incomplete, neither Desert Lion nor any of its officers and directors assumes any responsibility for the accuracy or completeness of such information or any failure by Camex to disclose facts or events which may have occurred or may affect the completeness or accuracy of such information but which are unknown to Desert Lion.

All summaries of and references to the Amalgamation Agreement in this Circular are qualified in their entirety by the complete text of the Amalgamation Agreement. The Amalgamation Agreement is available under Camex's profile on SEDAR at www.sedar.com. You are urged to read carefully the full text of the Amalgamation Agreement.

Information in this Circular is given as at January 17, 2018 unless otherwise indicated.

This Circular does not constitute an offer to sell or a solicitation of an offer to purchase any securities, or the solicitation of a proxy, by any person in any jurisdiction in which such an offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such an offer or solicitation of an offer or proxy solicitation. Neither delivery of this Circular nor any distribution of the securities referred to in this Circular will, under any circumstances, create an implication that there has been no change in the information set forth herein since the date of this Circular.

Camex Shareholders should not construe the contents of this Circular as legal, tax or financial advice and should consult with their own legal, tax, financial or other professional advisors in considering the relevant legal, tax, financial or other matters contained in this Circular.

Defined Terms

This Circular contains defined terms. For a list of the defined terms used herein, see the "*Glossary*" in this Circular.

Cautionary Note Regarding Forward-Looking Information

This Circular includes "forward-looking information" and "forward-looking statements" within the meaning of Canadian securities laws and United States securities laws. All information, other than statements of historical facts, included in this Circular that address activities, events or developments that Camex or Desert Lion expect or anticipate

will or may occur in the future, including such things as future business strategy, competitive strengths, goals, expansion and growth of Camex's and Desert Lion's businesses, operations, plans and other such matters is forward-looking information. Forward-looking information is often identified by the words "may", "would", "could", "should", "will", "intend", "plan", "anticipate", "believe", "estimate", "expect" or similar expressions and includes, among others, information regarding: expectations regarding whether the Business Combination will be completed, including whether conditions, including shareholder and regulatory approvals, to the Business Combination will be satisfied, or the timing for completing the Business Combination; expectations for the effects of the Business Combination, the potential benefits of the Business Combination; statements relating to the business and future activities of, and developments related, to Camex and Desert Lion after the date of this Circular; statements based on the audited financial statements of Camex or Desert Lion; the price of lithium; success of exploration activities; expectations for other economic, business, environmental, regulatory and/or competitive factors related to Camex and Desert Lion or the mining industry generally; exploration and the costs related thereto; and other events or conditions that may occur in the future.

Investors are cautioned that forward-looking information and statements are not based on historical facts but instead is based on reasonable assumptions and estimates of management of Camex and Desert Lion at the time it was made and involves known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of the Resulting Issuer to be materially different from any future results, performance or achievements expressed or implied by such forward-looking information. Such factors include, among others, risks relating to the ability to complete the Business Combination; the ability to obtain requisite shareholder and regulatory approvals and the satisfaction of other conditions to the Business Combination on the proposed terms and schedule; exploration and mining risks; risks associated with lithium prices; risks relating to title, permitting and licenses; risks relating to governmental and environmental regulation; risks relating to international operations; risks relating to financing activities; as well as those risk factors discussed in the Schedules attached hereto. Risks involving the Resulting Issuer that may affect results of operations, earnings and expected benefits of the Business Combination are discussed under the heading "*Risk Factors*". Although Camex and Desert Lion have attempted to identify important factors that could cause actual results to differ materially, there may be other factors that cause results not to be as anticipated, estimated or intended. There can be no assurance that such statements will prove to be accurate as actual results and future events could differ materially from those anticipated in such statements. Accordingly, readers should not place undue reliance on forward-looking information. Forward-looking information is made as of the date given and Camex and Desert Lion do not undertake any obligation to revise or update any forward-looking information other than as required by applicable law.

Notice to United States Shareholders

Camex and Desert Lion are "foreign private issuers", within the meaning of Rule 3b-4 under the U.S. Exchange Act, and this solicitation of proxies is not subject to the requirements of Section 14(a) of the U.S. Exchange Act. Accordingly, such solicitation is made in the United States in accordance with Canadian corporate and securities laws and this Circular has been prepared solely in accordance with disclosure requirements applicable in Canada. Shareholders of Camex and Desert Lion in the United States should be aware that such requirements are different from those of the United States applicable to registration statements under the U.S. Securities Act and proxy statements under the U.S. Exchange Act. The New Camex Shares will not be listed for trading on any United States stock exchange.

The Amalgamation involves the distribution of New Camex Shares to Desert Lion Shareholders in the United States in exchange for their Desert Lion Shares and the distribution of Camex Replacement Options to holders of Desert Lion Options. The New Camex Shares to be issued to Desert Lion Shareholders in the United States and the Camex Replacement Options to be issued to holders of Desert Lion Options in the United States pursuant to the Amalgamation have not been registered under the U.S. Securities Act or the securities laws of any state of the United States and are only being issued to Desert Lion Shareholders and Desert Lion optionholders that are "accredited investors" (as that term is defined in Rule 501(a) of Regulation D) in reliance on the exemption from registration pursuant to Rule 506(b) of Regulation D and similar exemptions provided under the securities laws of each applicable state of the United States.

The New Camex Shares to be issued pursuant to the Amalgamation to Desert Lion Shareholders in the United States will be unregistered "restricted securities" within the meaning of Rule 144.

Holders of Desert Lion Shares who are affiliates of Camex within 90 days before the Amalgamation or who will be affiliates of Camex after the Amalgamation will be subject to restrictions on resale imposed by the U.S. Securities Act with respect to the New Camex Shares issued pursuant to the Amalgamation. These affiliates may not resell their New Camex Shares unless such shares are registered under the U.S. Securities Act or an exemption from registration is available. As defined in Rule 144, an “affiliate” of an issuer is a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with the issuer. Holders of Desert Lion Shares that are restricted securities under Rule 144 will receive New Camex Shares that are restricted securities under Rule 144.

Subject to certain limitations, Desert Lion Shareholders in the United States holding restricted securities and holders of Desert Lion Shares that are affiliates (solely by virtue of such holders status as an officer or director) of Camex after the Amalgamation or of Camex within 90 days before the Amalgamation may immediately resell the New Camex Shares they receive under the Amalgamation outside the United States without registration under the U.S. Securities Act pursuant to Regulation S thereunder. Generally, such persons may resell such securities in an “offshore transaction” if (i) no offer is made to a person in the United States, (ii) either (A) at the time the buyer’s buy order is originated, the buyer is outside the United States, or the seller and any person acting on its behalf reasonably believes that the buyer is outside the United States, or (B) the transaction is executed in, on or through a “designated offshore securities market” (which would include a sale through the TSX or TSXV) if neither the seller nor any person acting on its behalf knows that the transaction has been pre-arranged with a buyer in the United States, and (iii) neither the seller, any affiliate of the seller or any person acting on any of their behalf engages in any “directed selling efforts” in the United States. For the purposes of Regulation S under the U.S. Securities Act, “directed selling efforts” means “any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the securities being offered” in the resale transaction. Certain additional restrictions will apply to a person who is an affiliate of Camex after the Amalgamation or of Camex within 90 days before the Amalgamation other than solely by virtue of such holder’s status as an officer or director.

New Camex Shares received upon exercise of the Desert Lion Options and Desert Lion Warrants by holders of such securities in the United States or who are “U.S. persons” (as such term is defined in Rule 902(k) of Regulation S under the U.S. Securities Act) will also be “restricted securities”, as such term is defined in Rule 144, and may not be resold unless such securities are registered under the U.S. Securities Act and all applicable state securities laws or unless an exemption from such registration requirements is available. Prior to the issuance of New Camex Shares upon exercise of the Camex Replacement Options in the United States, the Resulting Issuer may require evidence (which may include an opinion of counsel) reasonably satisfactory to the Resulting Issuer to the effect that the issuance of such New Camex Shares do not require registration under the U.S. Securities Act or applicable state securities laws.

Notwithstanding anything to the contrary in the Amalgamation Agreement, no New Camex Shares shall be delivered to any person in the United States if the Resulting Issuer determines, in its sole discretion, that doing so may result in any contravention of the U.S. Securities Act or any applicable state securities laws and the Resulting Issuer may instead appoint an agent to sell the New Camex Shares of such person on behalf of that person and deliver an amount of cash representing the proceeds of the sale of such New Camex Shares.

Holders of Desert Lion Shares and Desert Lion Options are urged to consult with their own legal counsel to ensure that the resale of the New Camex Shares issued to them pursuant to the Amalgamation complies with applicable securities legislation.

Information concerning the properties and operations of Desert Lion has been prepared in accordance with Canadian disclosure standards under applicable Canadian securities laws, which are not comparable in all respects to United States disclosure standards. The terms “**Mineral Resource**”, “**Measured Mineral Resource**”, “**Indicated Mineral Resource**” and “**Inferred Mineral Resource**” used in this Circular are Canadian mining terms as defined in accordance with NI 43-101 under guidelines set out in the CIM Standards. While the terms “**Mineral Resource**”, “**Measured Mineral Resource**”, “**Indicated Mineral Resource**” and “**Inferred Mineral Resource**” are recognized and required by Canadian regulations, they are not defined terms under the standards of the SEC. As such, certain information contained herein concerning descriptions of mineralization and resources under Canadian standards is not comparable to similar information made public by United States companies subject to the reporting and disclosure requirements of the SEC. An “**Inferred Mineral Resource**” has a great amount of uncertainty as to its existence and as to its economic and legal feasibility. It cannot be assumed that all or any part of an “**Inferred Mineral Resource**”

will ever be upgraded to a higher category. Under Canadian rules, estimates of Inferred Mineral Resources may not form the basis of feasibility or other economic studies. **Investors are cautioned not to assume that all or any part of Measured, Indicated or Inferred Mineral Resources will ever be converted into Mineral Reserves. Investors are also cautioned not to assume that all or any part of an “Inferred Mineral Resource” exists, or is economically or legally mineable.**

The historical financial information for Camex and Desert Lion and the pro forma financial information included in this Circular are presented in Canadian dollars and have been prepared in accordance with Canadian generally accepted accounting principles and IFRS, which differ from GAAP in certain material respects. As a result, they may not be directly comparable to financial statements of companies prepared in accordance with GAAP.

Enforcement by shareholders of civil liabilities under the United States securities laws may be affected adversely by the fact that Camex and Desert Lion are each organized under the laws of a jurisdiction other than the United States, that their officers and directors are residents of countries other than the United States, that some of the experts named in this Circular are residents of Canada or Namibia and that a substantial portion of the assets of Camex and Desert Lion and such persons are located outside of the United States. As a result, shareholders resident in the United States may be unable to effect service of process upon such persons within the United States and may be unable to enforce court judgments against such persons predicated upon civil liability provisions of the securities laws of the United States. It is uncertain whether Canadian courts or courts of other jurisdictions would enforce judgments of United States courts obtained against Camex and Desert Lion or their respective directors, officers or experts predicated upon the civil liability provisions of securities laws of the United States or impose liability in original actions against such companies or their respective directors, officers or experts predicated upon securities laws of the United States.

Each securityholder in the United States should consult its own tax advisor regarding the proper treatment of the Amalgamation and the ownership and disposition of the relevant securities for U.S. federal income tax purposes.

THE SECURITIES OFFERED BY CAMEX HEREUNDER HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR ANY OTHER SECURITIES REGULATORY AUTHORITY NOR HAS THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR ANY OTHER SECURITIES REGULATORY AUTHORITY PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

Currency Presentation

Camex reports in Canadian dollars. Accordingly, unless otherwise indicated, all references to “\$” in this Circular refer to Canadian dollars.

GLOSSARY

Unless the context otherwise requires or where otherwise provided, the following words and terms shall have the meanings set forth below when used in this Circular, including the schedules hereto.

“20% Retained Interest” has the meaning ascribed thereto in *“Schedule B – Information Concerning Desert Lion - General Development of the Business – Acquisition of Desert Lion Namibia”*.

“Acceleration Event” has the meaning ascribed thereto in *“Schedule L – New Option Plan – Definitions”*.

“Affiliate” means a company that is affiliated with another company as described below.

A company is an “Affiliate” of another company if:

- (a) one of them is the subsidiary of the other, or
- (b) each of them is controlled by the same person.

A company is “controlled” by a person if:

- (a) voting securities of the company are held, other than by way of security only, by or for the benefit of that person, and
- (b) the voting securities, if voted, entitle the person to elect a majority of the directors of the company.

A person beneficially owns securities that are beneficially owned by:

- (a) a company controlled by that person, or
- (b) an Affiliate of that person or an Affiliate of any company controlled by that person.

“Agency Agreement” means the agency agreement dated December 13, 2017, as amended on December 29, 2017 between Desert Lion and the Agents in connection with the Brokered SR Offering.

“Agents” means Haywood and Eight Capital, as agents in connection with the Brokered SR Offering.

“Amalco” means the corporation resulting from the amalgamation of Camex Subco and Desert Lion pursuant to the Amalgamation.

“Amalco Shares” means common shares in the capital of Amalco.

“Amalgamation” means the amalgamation of Camex Subco and Desert Lion in accordance with the terms and subject to the conditions of the Amalgamation Agreement pursuant to which Camex Subco and Desert Lion will amalgamate to form Amalco and Desert Lion Shareholders will receive New Camex Shares on the basis of one New Camex Share for each one Desert Lion Share held.

“Amalgamation Agreement” means the amalgamation agreement dated October 12, 2017, as amended from time to time, among Camex, Camex Subco and Desert Lion, a copy of which is available under Camex’s profile on SEDAR at www.sedar.com.

“Amalgamation Resolution” means the special resolution of the holders of Desert Lion Shares approving the Amalgamation, substantially in the form and content set out in Schedule “K” of this Circular.

“AMIS” means African Mineral Standards.

“Acquisition” has the meaning ascribed thereto in *“Schedule B – Information Concerning Desert Lion - General Development of the Business – Acquisition of Desert Lion Namibia”*.

“Acquisition Proposal” means any proposal or offer made by a third party dealing at arm’s length (including a stated intention to make a proposal or offer) regarding a merger, amalgamation, statutory arrangement, share exchange, business combination, recapitalization, take-over bid, tender offer, sale or other disposition of 20% or more of the assets of Desert Lion or Camex, as the case may be, (on a consolidated basis) in a single transaction or a series of related transactions (or any lease, long-term supply agreement or other arrangement having the same economic effect as a sale or other disposition of 20% or more the assets of the respective party), reorganization, liquidation, winding-up, sale, issue or redemption of 20% or more of the total number of common shares or rights or interests therein or thereto or the sale or issue of treasury securities or rights therein or thereto or rights or options to acquire treasury securities representing 20% or more of the outstanding common shares of Camex or Desert Lion, as the case may be, any exchange offer, secondary purchase or any type of similar transaction that would, or could reasonably be expected to, in any case, constitute a de facto acquisition or change of control of Camex or Desert Lion, as the case may be, or would or could reasonably be expected to, in any case, result in the sale or other disposition of all or substantially all of the assets of Camex or Desert Lion, as the case may be, (other than the Business Combination and all other transactions to be completed in connection with the Business Combination contemplated in the Amalgamation Agreement).

“Arm’s Length Transaction” means a transaction which is not a Related Party Transaction.

“Articles of Amalgamation” means the articles of amalgamation of Camex Subco and Desert Lion in respect of the Amalgamation that are required by the OBCA to be filed with the Director in order to effect the Amalgamation.

“Articles of Amendment” means the filings that are required by the BCBCA to be filed in order to effect the Consolidation and Name Change.

“Articles of Continuance” means the articles of continuance of Camex that are required by the OBCA to be filed with the Director in order to effect the Continuance.

“Associate” when used to indicate a relationship with a person, means:

- (a) an issuer of which the person beneficially owns or controls, directly or indirectly, voting securities entitling him to more than 10% of the voting rights attached to outstanding securities of the issuer,
- (b) any partner of the person,
- (c) any trust or estate in which the person has a substantial beneficial interest or in respect of which a person serves as trustee or in a similar capacity,
- (d) in the case of a person, who is an individual:
 - (i) that person’s spouse or child, or
 - (ii) any relative of the person or of his spouse who has the same residence as that person.

“Audit Committee” has the meaning ascribed thereto under *“Schedule C – Information Concerning the Resulting Issuer - Resulting Issuer Officers, Directors and Promoters - Committees”*.

“BCBCA” *Business Corporations Act* (British Columbia), as amended.

“Benchmark” has the meaning ascribed thereto in *“Schedule B – Information Concerning Desert Lion - General Development of the Business – Jinhui Lithium Offtake Agreement”*.

“Beneficial Camex Shareholder” means a non-registered holder of Camex Shares.

“Beneficial Desert Lion Shareholder” means a non-registered holder of Desert Lion Shares.

“Beneficial Shareholder” means a Beneficial Camex Shareholder or Beneficial Desert Lion Shareholder, as applicable.

“**Benzu**” means Benzu Minerals (Pty) Ltd.

“**Black Fire**” means Black Fire Minerals (Pty) Ltd

“**BlackRock**” means BlackRock Metals Inc.

“**BlackRock Transaction**” has the meaning ascribed thereto in “*Schedule A – Information Concerning Camex - General Development of the Business – History*”.

“**Board Nominees**” has the meaning ascribed thereto under the heading “*Particulars of Matters To Be Acted Upon at the Camex Meeting – The Camex Board Resolution and the Election of the Board Nominees*”.

“**Broadridge**” means Broadridge Investor Communications.

“**Brokered SR Offering**” has the meaning ascribed thereto under the heading “*The Financing*”.

“**Business Combination**” means the business combination among Camex, Camex Subco and Desert Lion pursuant to which Desert Lion will complete a reverse take-over of Camex, and as a result, Desert Lion Shareholders will receive New Camex Shares on the basis of one New Camex Share for each one Desert Lion Share held and Camex will become the parent company of Amalco.

“**Business Day**” means any day other than a Saturday, a Sunday or a statutory holiday in Toronto, Ontario, or Vancouver, British Columbia.

“**By-Law No. 1**” means the general by-law of Camex to be approved by Camex Shareholders at the Camex Meeting, conditional upon approval and completion of the Continuance.

“**By-Law Resolution**” means the ordinary resolution of Camex Shareholders authorizing and approving By-Law No. 1, conditional upon approval and completion of the Continuance.

“**Camex**” means Camex Energy Corp., a corporation existing under the BCBCA.

“**Camex Audit Committee**” means the audit committee of Camex.

“**Camex Board**” means the board of directors of Camex.

“**Camex Board Resolution**” means an ordinary resolution of the Camex Shareholders setting the size of the Camex Board at six, substantially in the form and content set out in Schedule “F” in this Circular.

“**Camex Dissent Rights**” has the meaning ascribed thereto under the heading “*Dissenting Camex Shareholders’ Rights*”.

“**Camex Dissenting Shareholder**” has the meaning ascribed thereto under the heading “*Dissenting Camex Shareholders’ Rights*”.

“**Camex Dissent Procedures**” has the meaning ascribed thereto under the heading “*Dissenting Camex Shareholders’ Rights*”.

“**Camex Financial Statements**” means, collectively, the condensed consolidated interim unaudited financial statements for the six months ended September 30, 2017 and 2016, and the annual audited financial statements for the twelve month period ended March 31, 2017 and 2016.

“**Camex Letter of Transmittal**” means the letter of transmittal (printed on yellow paper) delivered to Camex Shareholders, which when duly completed and forwarded to the Consolidation Depositary with a certificate representing the Camex Shares, will enable the Camex Shareholders to exchange their Camex Shares for New Camex Shares upon completion of the Consolidation.

“**Camex Meeting**” means the annual and special meeting of Camex Shareholders, including any adjournment or postponement thereof, to consider the Reverse Take-Over Resolution, the Consolidation Resolution, the Camex Board

Resolution, the election of Directors of Camex, the Continuance Resolution, the By-Law Resolution and the Stock Option Plan Resolution.

“**Camex Meeting Materials**” means, collectively, the Camex Notice of Meeting, the Camex Proxy, the Camex Letter of Transmittal and the Circular.

“**Camex Notice of Articles**” means the notice of articles of Camex.

“**Camex Notice of Meeting**” means the notice of the Camex Meeting sent to Camex Shareholders together with this Circular.

“**Camex Option Plan**” has the meaning ascribed thereto under the heading “*Particulars of Matters To Be Acted Upon at the Camex Meeting – The Stock Option Plan Resolution*”.

“**Camex Options**” means the options to purchase Camex Shares issued under the Camex Option Plan.

“**Camex Preferred Shares**” has the meaning ascribed thereto under the heading “*General Information Concerning The Camex Meeting And Voting - Record Date, Voting Shares and Principal Shareholders*”.

“**Camex Proxy**” means the form of proxy sent to Registered Camex Shareholders for use in connection with the Camex Meeting.

“**Camex Record Date**” means December 20, 2017.

“**Camex Replacement Options**” means the options issued in exchange for the Desert Lion Options in accordance with the Amalgamation Agreement.

“**Camex Resolutions**” means, collectively, the Reverse Take-Over Resolution, the Consolidation Resolution, the Camex Board Resolution, the election of the Board Nominees, the Continuance Resolution, the By-Law Resolution and the Stock Option Plan Resolution.

“**Camex Shareholders**” means the holders of Camex Shares.

“**Camex Shares**” means the common shares in the capital of Camex, prior to giving effect to the Consolidation.

“**Camex Subco**” means 2590945 Ontario Inc., a wholly-owned subsidiary of Camex, created for the purposes of effecting the Business Combination.

“**Camex Subco Shares**” means the common shares in the capital of Camex Subco.

“**CDS**” means the Canadian Depository for Securities.

“**Certificate of Amalgamation**” means the certificate of amalgamation to be issued by the Director pursuant to the provisions of the OBCA giving effect to the Amalgamation.

“**Certificate of Continuance**” means the certificate of continuance to be issued by the Director pursuant to the provisions of the OBCA giving effect to the Continuance.

“**Change in Recommendation**” has the meaning ascribed thereto under the heading “*The Amalgamation Agreement - Non-Solicitation Covenant*”.

“**Circular**” means this joint management information circular, including all Schedules hereto, sent to the Camex Shareholders in connection with the Camex Meeting and to the Desert Lion Shareholders in connection with the Desert Lion Meeting.

“**Competition Act**” means the *Competition Act* R.S.C. 1985 c. C-34. (PG 17).

“**Computershare**” means Computershare Investor Services Inc., the registrar and transfer agent for the Camex Shares and the Desert Lion Shares.

“Consolidation” means the consolidation of the Camex Shares on the basis of one New Camex Share for every 12.0258 existing Camex Shares.

“Consolidation Depositary” means Computershare at its office as set out in the Camex Letter of Transmittal, in its capacity as depositary in connection with the Consolidation.

“Consolidation Resolution” means the ordinary resolution of the Camex Shareholders authorizing the Consolidation, substantially in the form and content set out in Schedule “E” in this Circular.

“Continuance” means the continuance of Camex from the jurisdiction of the Province of British Columbia to the jurisdiction of the Province of Ontario pursuant to section 180 of the OBCA and section 308 of the BCBCA.

“Continuance Resolution” means the special resolution of the Camex Shareholders authorizing the Continuance, substantially in the form and content set out in Schedule “G” in this Circular.

“Converted Option In The Money Amount” means, in relation to an unexercised Camex Replacement Option immediately following the Effective Time, the amount by which the aggregate fair market value of the New Camex Shares that are subject to the unexercised Camex Replacement Option exceeds the aggregate exercise price under such option immediately after the Effective Time.

“CRA” has the meaning ascribed thereto under the heading *“Tax Considerations – Canadian Federal Income Tax Considerations”*.

“DD” means diamond drilling.

“Deadline Date” has the meaning ascribed thereto in *“Schedule B – Information Concerning Desert Lion - General Development of the Business – Jinhui Lithium Offtake Agreement”*.

“Deposit” has the meaning ascribed thereto in *“Schedule B – Information Concerning Desert Lion - General Development of the Business – Jinhui Lithium Offtake Agreement”*.

“Depositary” means Computershare at its offices as set out in the Desert Lion Letter of Transmittal, in its capacity as depositary in connection with the Amalgamation.

“Desert Lion” means Desert Lion Energy Corp., a corporation incorporated under the OBCA.

“Desert Lion Board” means the board of directors of Desert Lion.

“Desert Lion Broker Warrants” means the 2,043,854 issued and outstanding broker warrants, each exercisable to acquire one Desert Lion Share.

“Desert Lion Compensation Options” means, collectively, the Unit Compensation Options and the SR Compensation Options.

“Desert Lion Compensation Warrants” means, collectively, the Unit Compensation Warrants and the SR Compensation Warrants.

“Desert Lion Dissent Rights” has the meaning ascribed thereto under the heading *“Dissenting Desert Lion Shareholders’ Rights”*.

“Desert Lion Dissenting Shareholder” has the meaning ascribed thereto under the heading *“Dissenting Desert Lion Shareholders’ Rights”*.

“Desert Lion Letter of Transmittal” means the letter of transmittal (printed on blue paper) delivered to Desert Lion Shareholders, which when duly completed and forwarded to the Depositary with a certificate representing the Desert Lion Shares, will enable the Desert Lion Shareholders to exchange their Desert Lion Shares for New Camex Shares upon completion of the Business Combination.

“Desert Lion Mauritius” means Desert Lion Energy (Mauritius) Ltd., a private company incorporated under the laws of Mauritius and which holds 80% of the issued and outstanding shares of Desert Lion Namibia.

“Desert Lion Meeting” means the special meeting of Desert Lion Shareholders, including any adjournment or postponement thereof, to consider the Amalgamation Resolution.

“Desert Lion Meeting Materials” means, collectively, the Desert Lion Notice of Meeting, the Desert Lion Proxy, the Desert Lion Letter of Transmittal and the Circular.

“Desert Lion Namibia” means Desert Lion Energy (Pty) Ltd. (formerly named !HUNI-/URIB Investments (Pty) Limited), a private company incorporated under the laws of Namibia, which holds a 100% interest in the Desert Lion Project.

“Desert Lion Notice of Meeting” means the notice of the Desert Lion Meeting sent to Desert Lion Shareholders together with this Circular.

“Desert Lion Option Plan” means the current stock option plan of Desert Lion for directors, officers, employees and consultants.

“Desert Lion Options” means the currently issued and outstanding options to purchase Desert Lion Shares issued under the Desert Lion Option Plan.

“Desert Lion Preferred Shares” means the preferred shares in the capital of Desert Lion.

“Desert Lion Project” means Desert Lion’s lithium project in Namibia.

“Desert Lion Proxy” means the form of proxy sent to Registered Desert Lion Shareholders for use in connection with the Desert Lion Meeting.

“Desert Lion Record Date” means December 20, 2017.

“Desert Lion Shareholders” means the holders of Desert Lion Shares.

“Desert Lion Shares” means the common shares in the capital of Desert Lion.

“Desert Lion SR Warrants” means the 1,350,294 issued and outstanding common share purchase warrants issued in connection with the SR Offering, each exercisable to acquire one Desert Lion Share at a price of \$2.28 until December 13, 2019.

“Desert Lion Subsidiaries” means, collectively, Desert Lion Namibia and Desert Lion Mauritius.

“Desert Lion Unit Warrants” means the 4,479,877 issued and outstanding common share purchase warrants issued in connection with the Unit Offering, each exercisable to acquire one Desert Lion Share at a price of \$2.28 until the date that is 24 months following applicable closing of the Unit Offering.

“Desert Lion Units” means the units of Desert Lion offered pursuant to the Unit Offering each comprised of one Desert Lion Share and three-quarters of one Desert Lion Unit Warrant.

“Desert Lion Warrants” means, collectively, the Desert Lion Unit Warrants and Desert Lion SR Warrants.

“Director” means the Director appointed pursuant to the OBCA or the BCBCA, as applicable.

“Dissenting Holder” has the meaning ascribed thereto under the heading “*Tax Considerations – Canadian Federal Income Tax Considerations – Dissenting Holders*”.

“DTM” mean Digital Terrane Model.

“ECC” means Emprise Capital Corp.

“Effective Date” shall have the meaning ascribed to such term in Section 1.2(f) of the Amalgamation Agreement.

“Effective Time” means 12:01 a.m. (Toronto time) on the Effective Date.

“Eligible Person” has the meaning ascribed thereto under the heading *“Particulars of Matters to be Acted Upon at the Camex Meeting - Summary of New Option Plan - Eligibility”*.

“Eligible Institution” means means a Canadian Schedule I chartered bank, a major trust company in Canada, a member of the Securities Transfer Agents Medallion Program (STAMP), a member of the Stock Exchanges Medallion Program (SEMP) or a member of the New York Stock Exchange Inc. Medallion Signature Program (MSP). Members of these programs are usually members of a recognized stock exchange in Canada and the United States, members of the Investment Industry Regulatory Organization of Canada, members of the Financial Industry Regulatory Authority or banks and trust companies in the United States.

“Engagement Letter” means the engagement letter dated November 1, 2017 between Desert Lion and Haywood in connection with the Brokered SR Offering.

“EPL” means Exclusive Prospecting Licence 5439.

“Escrow Agent” means Computershare Trust Company of Canada in its capacity as escrow agent in connection with the SR Offering.

“Escrow Release Conditions” means:

For the Non-Brokered SR Offering:

- (a) all conditions precedent to the closing of the Business Combination as included in the Amalgamation Agreement have been satisfied or waived, including, inter alia, the filing and acceptance by TSXV of the Circular;
- (b) the receipt of all required shareholder and regulatory approvals, as applicable, for the Business Combination and the Non-Brokered SR Offering;
- (c) receipt of conditional approval by the TSXV for the listing of the New Camex Shares to be issued in connection with or as a result of the Business Combination, including any such New Camex Shares issuable upon the exchange or exercise of, as applicable, the securities of Desert Lion issuable pursuant to the Non-Brokered SR Offering; and
- (d) Desert Lion having delivered the applicable notice to the Escrow Agent confirming that the conditions set forth in (a) through (c) above have been met or waived;

For the Brokered SR Offering, delivery of a notice from the Chief Executive Officer or the Chief Financial Officer of Desert Lion (or such other officer as may be acceptable to the Agents, acting reasonably) to the Escrow Agent on or before the Escrow Release Deadline confirming satisfaction or waiver of the following conditions:

- (a) all conditions precedent to the closing of the Business Combination as included in the Amalgamation Agreement have been satisfied or waived, including, inter alia, the filing and acceptance by TSXV of the Circular, to the satisfaction of the Agents;
- (b) the receipt of all required shareholder and regulatory approvals, as applicable, for the Business Combination and the Brokered SR Offering;
- (c) receipt of conditional approval by the TSXV for the listing of the New Camex Shares to be issued in connection with or as a result of the Business Combination, including any such New Camex Shares issuable upon the exchange or exercise of, as applicable, the securities of Desert Lion issuable pursuant to the Brokered SR Offering;
- (d) Desert Lion shall have not committed any breach of the the Agency Agreement that has not been waived by the Agents or cured within five days of Desert Lion’s receipt of written notice from the Agents specifying in reasonable detail the nature of such breach; and

(e) the Agency Agreement shall not have been terminated by the Agents or Desert Lion.

“Escrow Release Deadline” has the meaning ascribed thereto under the heading *“The Financing”*.

“Escrowed Funds” has the meaning ascribed thereo under the heading *“The Financing”*.

“Exchange Ratio” means one New Camex Share for each one Desert Lion Share, which Desert Lion Shareholders will be entitled to receive pursuant to the Amalgamation .

“F&M” means Forbes & Manhattan, Inc.

“Financing” means the private placements of Desert Lion as further described under the heading *“The Financing”*.

“FOB Port” has the meaning ascribed thereto in *“Schedule B – Information Concerning Desert Lion – General Development of the Business – Jinhui Lithium Offtake Agreement”*.

“GAAP” means Generally Accepted Accounting Principles.

“Haywood” means Haywood Securities Inc.

“Helikon Agreement” means the exclusivity and surrender agreement dated August 21, 2017 among Desert Lion, Desert Lion Namibia and the Helikon Vendors for the proposed acquisition by Desert Lion Namibia of the Helikon Mining Interests.

“Helikon Mining Interests” means certain mining claims located in the Karibib Magisterial District in the Erongo Region of Namibia and the related application with the Namibian Ministry of Mines and Energy for a mining licence for the group of minerals and claim areas to which such claims relate.

“Helikon Vendors” means, collectively, Jan George Enslin, Harold Murray Muller, Namibian Dawn Minerals (Pty) Ltd and Oberholzer Trade & Invest (Pty) Ltd.

“Holder” has the meaning ascribed thereto under the heading *“Tax Considerations – Canadian Federal Income Tax Considerations”*.

“HUNI Holdings” means !HUNI/-URIB Holdings (Pty) Ltd.

“HUNI Vendors” means, collectively, Thomas Mushimba, Gert Nell, Mark Welthagen, Bachman Uwe Heinz and Ivo Alberto Fernandes.

“IFRS” means International Financial and Reporting Standards, as incorporated in the Handbook of the Canadian Institute of Chartered Accountants at the relevant time applied on a consistent basis.

“Indicated Mineral Resource” has the meaning ascribed thereto in “NI 43-101” under guidelines set out in the “CIM Standards”.

“Intermediary” has the meaning ascribed thereto under the heading *“The Business Combination – Procedure for Exchange of Desert Lion Shares”*.

“Investment Canada Act” means the *Investment Canada Act* R.S.C. 1985, c.28 (1st Supp.).

“Jinhui” means Jiangxi Jinhui Lithium Co. Ltd.

“Jinhui Lithium Offtake Agreement” has the meaning ascribed thereto under the heading *“Schedule B - Information Concerning Desert Lion – General Development of the Business - Jinhui Lithium Offtake Agreement”*.

“LiCore” means LiCore Mining (Pty) Ltd.

“Material” has the meaning ascribed thereto under the heading *“Schedule B - Information Concerning Desert Lion – General Development of the Business – Jinhui Lithium Offtake Agreement”*.

“Material Adverse Change” or **“Material Adverse Effect”** means, with respect to either Desert Lion or Camex, as the case may be, any change, event, effect, occurrence or state of facts that has, or could reasonably be expected to constitute, a material adverse change in respect of or to have a material adverse effect on, the business, properties, assets, liabilities (including contingent liabilities), prospects, results of operations or financial condition of the party and its subsidiaries, as applicable, taken as a whole. The foregoing shall not include any change or effects attributable to: (i) changes relating to general economic, political or financial conditions; (ii) changes relating to the state of securities or commodities markets in general; (iii) changes affecting the worldwide mining industry in general which does not have a materially disproportionate effect on the party; (iv) changes in the price of lithium; or (v) the announcement of the Business Combination.

“MCs” means mining claims.

“MI 61-101” means Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions*.

“Minerals Act” means the Minerals (Prospecting and Mining) Act 33 of 1992.

“MSA” means The MSA Group (Pty) Ltd.

“Name Change” means the name change of Camex to “Desert Lion Energy Inc.” or such other name as is acceptable to the regulators.

“NEO” means a named executive officer.

“New Camex Options” means the options to purchase Camex Shares issued under the New Option Plan.

“New Camex Shares” means the common shares in the capital of Camex, after giving effect to the Consolidation.

“New Option Plan” means has the meaning ascribed thereto under the heading “*Particulars of Matters To Be Acted Upon at the Camex Meeting – The Stock Option Plan Resolution*”.

“NI 43-101” means National Instrument 43-101 – *Standards of Disclosure for Mineral Projects*.

“NI 52-110” means National Instrument 52-110 – *Audit Committees*.

“NI 54-101” means National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer*.

“NOBOs” means Beneficial Shareholders who do not object to their name being made known to the issuer of securities.

“Non-Brokered SR Offering” has the meaning ascribed thereto under the heading “*The Financing*”.

“Notice Shares” has the meaning ascribed thereto under the heading “*Dissenting Camex Shareholders’ Rights*”.

“Notice to Proceed” has the meaning ascribed thereto under the heading “*Dissenting Camex Shareholders’ Rights*”.

“OBCA” means the *Business Corporations Act* (Ontario), as amended.

“OBOs” means Beneficial Shareholders who object to their names being made known to the issuer of securities.

“Offer to Pay” has the meaning ascribed thereto under the heading “*Dissenting Desert Lion Shareholders’ Rights*”.

“Payment Demand” has the meaning ascribed thereto under the heading “*Dissenting Desert Lion Shareholders’ Rights*”.

“Person” means a company or individual.

“Phase II Material” has the meaning ascribed thereto in “*Schedule B – Information Concerning Desert Lion – General Development of the Business – Jinhui Lithium Offtake Agreement*”.

“Preferred Share Offering” has the meaning ascribed thereto under *“Schedule B – Information Concerning Desert Lion - General Development of the Business – Financings”*.

“Principals” means, collectively, Adonis Pouroulis, Tim Johnston, Peter McCague, John Vettese, Stephan Theron, Chris Berry, Paul Bozoki, and Thomas Mashimba.

“Property” has the meaning ascribed thereto under *“Schedule B – Information Concerning Desert Lion - General Development of the Business – The Desert Lion Lithium Property – Property Description, Location and Access”*.

“Proposed Amendment” has the meaning ascribed thereto under the heading *“Tax Considerations – Canadian Federal Income Tax Considerations”*.

“RDSP” has the meaning ascribed thereto under the heading *“Tax Considerations – Canadian Federal Income Tax Considerations – Eligibility for Investment”*.

“Registered Camex Shareholder” means a registered holder of Camex Shares.

“Registered Desert Lion Shareholder” means a registered holder of Desert Lion Shares.

“Registered Plan” has the meaning ascribed thereto under the heading *“Tax Considerations – Canadian Federal Income Tax Considerations – Eligibility for Investment”*.

“Related Party Transaction” has the meaning ascribed to that term under MI 61-101, and includes a related party transaction that is determined by the TSXV to be a Related Party Transaction. The TSXV may deem a transaction to be a Related Party Transaction where the transaction involves non arms length parties, or where other circumstances exist which may compromise the independence of the issuer with respect to the transaction.

“RESP” has the meaning ascribed thereto under the heading *“Tax Considerations – Canadian Federal Income Tax Considerations – Eligibility for Investment”*.

“Resulting Issuer” means Camex after completion of the Business Combination.

“Resulting Issuer Board” means the board of directors of the Resulting Issuer as the same is constituted from time to time.

“Resulting Issuer Principals Escrow Agreement” has the meaning ascribed thereto in *“Schedule C – Information Concerning the Resulting Issuer - Escrowed Securities – Escrow Shares of the Resulting Issuer - Principals’ Securities”*.

“Resulting Issuer Escrowed Principals Securities” has the meaning ascribed thereto in *“Schedule C – Information Concerning the Resulting Issuer - Escrowed Securities – Escrow Shares of the Resulting Issuer - Principals’ Securities”*.

“Resulting Issuer Pooling Agreement” has the meaning ascribed thereto in *“Schedule C – Information Concerning the Resulting Issuer - Escrowed Securities – Seed Shares Subject to Pooling Agreement”*.

“Resulting Issuer Pooled Shares” has the meaning ascribed thereto in *“Schedule C – Information Concerning the Resulting Issuer – Escrowed Securities – Seed Shares Subject to Pooling Agreement”*.

“Reverse Take-Over Resolution” means the resolution of the Camex Shareholders authorizing and approving the Business Combination, substantially in the form and content set out in Schedule “D” to this Circular.

“RRIF” has the meaning ascribed thereto under the heading *“Tax Considerations – Canadian Federal Income Tax Considerations – Eligibility for Investment”*.

“RRSP” has the meaning ascribed thereto under the heading *“Tax Considerations – Canadian Federal Income Tax Considerations – Eligibility for Investment”*.

“Rule 144” means Rule 144 promulgated under the U.S. Securities Act.

“SD” means Standard Deviation

“SEC” means the United States Securities and Exchange Commission.

“SGS” means SGS Mineral Services, Canada.

“Share Purchase Agreement” means the share purchase agreement dated November 17, 2016, as amended on March 15, 2017, pursuant to which Desert Lion acquired 80% of the ordinary shares of Desert Lion Namibia from the HUNI Vendors.

“SR Compensation Option” has the meaning ascribed thereto under the heading “*The Financing*”.

“SR Compensation Share” has the meaning ascribed thereto under the heading “*The Financing*”.

“SR Compensation Warrant” has the meaning ascribed thereto under the heading “*The Financing*”.

“SR Compensation Warrant Share” has the meaning ascribed thereto under the heading “*The Financing*”.

“SR Offering” means, collectively, the Brokered SR Offering and the Non-Brokered SR Offering.

“Stock Option Plan Resolution” means has the meaning ascribed thereto under the heading “*Particulars of Matters To Be Acted Upon at the Camex Meeting – The Stock Option Plan Resolution*”.

“Stockpile” has the meaning ascribed thereto in “*Schedule B – Information Concerning Desert Lion – General Development of the Business – Jinhui Lithium Offtake Agreement*”.

“Subscription Receipts” means the subscription receipts of Desert Lion to be issued pursuant to the SR Offering.

“Subsidiary” means, with respect to a specified corporation, any corporation of which more than 50% of the outstanding shares ordinarily entitled to elect a majority of the board of directors thereof (whether or not shares of any other class or classes shall or might be entitled to vote upon the happening of any event or contingency) are at the time owned directly or indirectly by such specified corporation, and shall include any corporation in like relation to a subsidiary.

“Superior Proposal” means a *bona fide* written Acquisition Proposal made by a third party with whom Desert Lion or Camex, as the case may be, deals at arm’s length to, directly or indirectly, acquire assets that individually or in the aggregate constitute 50% or more of the assets (on a consolidated basis) of Desert Lion or Camex, as the case may be, or not less than 50% of the common shares of Desert Lion or Camex, as the case may be, whether by way of merger, amalgamation, arrangement, share exchange, take-over bid, business combination, or otherwise, and that the Desert Lion Board or Camex Board, as the case may be, determines in good faith after consultation with its financial advisors and outside legal counsel: (a) is reasonably capable of being completed without undue delay, taking into account all legal, financial, regulatory and other aspects of such proposal and the party making such proposal; (b) is not subject to any due diligence condition(s) more onerous than those contained herein; (c) is fully financed or is reasonably capable of being fully financed; (d) that is offered or made to all shareholders in Canada and the United States of Desert Lion or Camex, as the case may be, on the same terms; and (e) would in the opinion of the Desert Lion Board or Camex Board, as the case may be, acting in good faith if consummated in accordance with its terms (without assuming away the risk of non-completion), result in a transaction more favourable to the Desert Lion Shareholders or Camex Shareholders, as the case may be, from a financial point of view, than the terms of the Business Combination.

“Superior Proposal Notice” has the meaning ascribed thereto under the heading “*The Amalgamation Agreement – Right to Accept a Superior Proposal*”.

“Surrender” has the meaning ascribed thereto in “*Schedule B – Information Concerning Desert Lion - General Development of the Business – Helikon Acquisition*”.

“Target Shares” has the meaning ascribed thereto in “*Schedule B – Information Concerning Desert Lion - General Development of the Business – Acquisition of Desert Lion Namibia*”.

“Tax Act” means the *Income Tax Act* (Canada), as amended.

“Technical Report” means the technical report with respect to the Desert Lion Project entitled “*Desert Lion Energy Corp., Rubicon Lithium Project, Karibib District, Namibia, NI 43-101 Technical Report*” dated November 6, 2017 and effective as of June 24, 2017.

“Termination Date” means February 28, 2018.

“TFSA” has the meaning ascribed thereto under the heading “*Tax Considerations – Canadian Federal Income Tax Considerations – Eligibility for Investment*”.

“TSX” means the Toronto Stock Exchange.

“TSXV” means the TSX Venture Exchange.

“Unexercised Option In the Money Amount” means, in relation to an unexercised Desert Lion Option, the amount by which the aggregate fair market value of the Desert Lion Shares that are subject to the unexercised Desert Lion Option exceeds the aggregate exercise price under such option immediately before the Effective Time.

“Unit Offering” has the meaning ascribed thereto under the heading “*The Financing*”.

“Unit Compensation Option” has the meaning ascribed thereo under the heading “*The Financing*”.

“Unit Compensation Share” has the meaning ascribed thereo under the heading “*The Financing*”.

“Unit Compensation Warrant” has the meaning ascribed thereo under the heading “*The Financing*”.

“Unit Compensation Warrant Share” has the meaning ascribed thereo under the heading “*The Financing*”.

“United States” means the United States of America, its territories and possessions, any State of the United States and the District of Columbia.

“U.S. Exchange Act” means the United States *Securities Exchange Act of 1934*, as amended.

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

“VIF” means a voting instruction form.

SUMMARY

The following is a summary of information relating to Camex, Desert Lion and the Resulting Issuer (assuming completion of the matters contemplated in this Circular) and should be read together with the more detailed information and financial data and statements contained elsewhere in this Circular. Camex Shareholders and Desert Lion Shareholders are encouraged to read this Circular carefully and in its entirety. In this summary, dollar amounts are expressed in Canadian dollars unless otherwise stated. Capitalized words and terms in this summary have the same meanings as set forth in the Glossary and elsewhere in this Circular.

The Business Combination

On October 12, 2017, and as amended on December 1, 2017, Camex, Camex Subco and Desert Lion entered into the Amalgamation Agreement to combine their respective businesses. Pursuant to the Amalgamation Agreement, Camex Subco and Desert Lion will amalgamate pursuant to the provisions of the OBCA to form Amalco, which will be a wholly-owned subsidiary of Camex, and each Desert Lion Shareholder will be entitled to receive one New Camex Share for each one Desert Lion Share held by such Desert Lion Shareholder. Under the Amalgamation Agreement, Desert Lion has agreed to, among other things, call the Desert Lion Meeting to seek approval of Desert Lion Shareholders of the Amalgamation Resolution, and Camex has agreed to, among other things, call the Camex Meeting to seek approval of Camex Shareholders of the Camex Resolutions.

See “*The Amalgamation Agreement*”.

Benefits of the Business Combination

The Camex Board and the Desert Lion Board believe that the Business Combination will have the following benefits for the Camex Shareholders and the Desert Lion Shareholders, respectively:

- (i) the Resulting Issuer will own the Desert Lion Project;
- (ii) the Resulting Issuer will have a strong Board of Directors that has experience in capital markets and project advancement and a quality management and exploration team with complementary skills to ensure systematic progress on the Desert Lion Project;
- (iii) the Resulting Issuer is expected to have increased share trading liquidity and will have a greater market capitalization that is attractive to a wider range of investors than that offered by Camex prior to the Business Combination; and
- (iv) following completion of the Business Combination, it is expected that the Resulting Issuer will have a sufficient cash position to advance the exploration and development of the Desert Lion Project.

Recommendation of the Camex Board

The Camex Board has unanimously approved the Amalgamation Agreement and unanimously recommends that the Camex Shareholders vote IN FAVOUR of the Camex Resolutions at the Camex Meeting. In approving the Amalgamation Agreement and recommending that the Camex Shareholders vote in favour of the Camex Resolutions, the Camex Board considered, among other things, the expected benefits of the Business Combination as well as the following factors:

- (i) information provided by Desert Lion with respect to the Desert Lion Project;
- (ii) information provided by Desert Lion with respect to the financial condition of Desert Lion;
- (iii) the anticipated size and market liquidity of the Resulting Issuer following completion of the Business Combination;

- (iv) the expected cash position of the Resulting Issuer following completion of the Financing and the Business Combination; and
- (v) the value of the outstanding New Camex Shares on a fully diluted basis.

The Camex Board also considered a variety of risks and other potentially negative factors relating to the Business Combination including those matters described under the heading “*Risk Factors*”. The Camex Board believed that, overall, the anticipated benefits of the Business Combination to Camex outweighed these risks and negative factors.

The foregoing summary of the information and factors considered by the Camex Board is not intended to be exhaustive, but includes the material information and factors considered by the Camex Board in their consideration of the Business Combination. In view of the variety of factors and the amount of information considered in connection with the Camex Board’s evaluation of the Business Combination, the Camex Board did not find it practicable to and did not quantify or otherwise attempt to assign any relative weight to each of the specific factors considered in reaching its conclusions and recommendations. In addition, individual members of the Camex Board may have assigned different weights to different factors in reaching their own conclusion as to the benefits of the Business Combination.

Recommendation of the Desert Lion Board

The Desert Lion Board has unanimously approved the Amalgamation Agreement and unanimously recommends that the Desert Lion Shareholders vote IN FAVOUR of the Amalgamation Resolution at the Desert Lion Meeting. In approving the Amalgamation Agreement and recommending that the Desert Lion Shareholders vote in favour of the Amalgamation Resolutions, the Desert Lion Board considered, among other things, the expected benefits of the Business Combination as well as the following factors:

- (i) information provided by Camex with respect to its financial condition;
- (ii) the anticipated size and market liquidity of the Resulting Issuer following completion of the Business Combination;
- (iii) the expected cash position of the Resulting Issuer following completion of the Financing and the Business Combination; and
- (iv) the value of the outstanding New Camex Shares on a fully diluted basis.

The Desert Lion Board also considered a variety of risks and other potentially negative factors relating to the Business Combination including those matters described under the heading “*Risk Factors*”. The Desert Lion Board believed that, overall, the anticipated benefits of the Business Combination to Desert Lion outweighed these risks and negative factors.

The foregoing summary of the information and factors considered by the Desert Lion Board is not intended to be exhaustive, but includes the material information and factors considered by the Desert Lion Board in their consideration of the Business Combination. In view of the variety of factors and the amount of information considered in connection with the Desert Lion Board’s evaluation of the Business Combination, the Desert Lion Board did not find it practicable to and did not quantify or otherwise attempt to assign any relative weight to each of the specific factors considered in reaching its conclusions and recommendations. In addition, individual members of the Desert Lion Board may have assigned different weights to different factors in reaching their own conclusion as to the benefits of the Business Combination.

Steps of the Business Combination

Prior to the Effective Time of the Amalgamation, Camex will take the necessary steps to give effect to the Name Change, the Consolidation and the Continuance. It is currently the intention of the Parties that the Continuance, Name Change and Consolidation will be completed immediately following approval by the Camex Shareholders at

the Camex Meeting. It is a condition precedent to the completion of the Business Combination that the Camex Shareholders approve the Consolidation, Name Change and Continuance. However, the Camex Notice of Articles provide that the Camex Board may change Camex's name by way of ordinary resolution. Accordingly, Desert Lion has waived the condition precedent to have the Camex Shareholders approve the Name Change.

Immediately prior to the Effective Time of the Amalgamation, each Subscription Receipt will convert automatically into one Desert Lion Share and one-quarter of one Desert Lion SR Warrant, without payment of additional consideration or further action on the part of the holder. See "*The Financing*".

At the Effective Time of the Amalgamation and as a result of the Amalgamation:

- (i) each Desert Lion Shareholder shall receive one fully paid and non-assessable New Camex Share for each Desert Lion Share held, following which all such Desert Lion Shares shall be cancelled;
- (ii) Camex shall receive one fully paid and non-assessable Amalco Share for each one Camex Subco Share held by Camex, following which all such Camex Subco Shares shall be cancelled;
- (iii) in consideration of the issuance of New Camex Shares to the Desert Lion Shareholders, Amalco shall issue to Camex one Amalco Share for each New Camex Share issued;
- (iv) Camex shall add to the stated capital maintained in respect of the New Camex Shares an amount equal to the aggregate paid-up capital for the purposes of the Tax Act of the Desert Lion Shares immediately prior to the Amalgamation;
- (v) Amalco shall add to the stated capital maintained in respect of the Amalco Shares an amount such that the stated capital of the Amalco Shares shall be equal to the aggregate paid-up capital for the purposes of the Tax Act of the Camex Subco Shares and the Desert Lion Shares immediately prior to the Amalgamation;
- (vi) Amalco will become a wholly-owned subsidiary of Camex; and
- (vii) the Resulting Issuer shall be entitled to deduct and withhold from any consideration otherwise payable pursuant to transactions contemplated by the Amalgamation Agreement to any holder of Desert Lion Shares such amounts as it determines are required or permitted to be deducted and withheld with respect to such payment under the Tax Act or any provision of provincial, state, local or foreign tax law, in each case as amended; to the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the holder of the Desert Lion Shares in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority.

At the Effective Time, the registered holders of Desert Lion Shares shall be deemed to be the registered holders of the New Camex Shares to which they are entitled and the holders of share certificates representing such Desert Lion Shares may surrender such certificates to the Depositary and, upon such surrender, shall be entitled to receive and, as soon as reasonably practicable following the Effective Time shall receive, share certificates representing the number of New Camex Shares to which they are so entitled. No fractional New Camex Shares shall be issued to holders of Desert Lion Shares and no cash shall be issued in lieu thereof.

Upon completion of the Amalgamation, each Desert Lion Option outstanding immediately prior to the Effective Time, whether or not vested, shall be exchanged for a Camex Replacement Option to acquire (on the same terms and conditions as were applicable to such Desert Lion Options immediately before the Effective Time under agreement evidencing the grant), one New Camex Share at the same exercise price per New Camex Share, provided that the exercise price otherwise determined shall be adjusted to the extent, if any, required to ensure that the Converted

Option In The Money Amount immediately after the exchange does not exceed the Unexercised Option In the Money Amount of the exchanged Desert Lion Option immediately before the Effective Time.

Upon completion of the Amalgamation, each Desert Lion Warrant outstanding immediately prior to the Effective Time shall entitle the holders thereof to receive, upon the subsequent exercise thereof, one New Camex Share and such outstanding Desert Lion Warrants shall otherwise remain outstanding in accordance with their respective terms and conditions.

Upon completion of the Amalgamation, each Desert Lion Compensation Option outstanding immediately prior to the Effective Time shall entitle the holders thereof to receive, upon the subsequent exercise thereof, one New Camex Share and the applicable number of Desert Lion Compensation Warrants and each Desert Lion Compensation Warrant shall entitle the holders thereof to receive, upon the subsequent exercise thereof, one New Camex Share, and such outstanding Desert Lion Compensation Options and Desert Lion Compensation Warrants shall otherwise remain outstanding in accordance with their respective terms and conditions.

Camex, as the registered holder of Camex Subco Shares shall be deemed to be the registered holder of the Amalco Shares to which it is entitled and may surrender the certificates representing such Camex Subco Shares to Amalco and, upon such surrender, shall be entitled to receive a share certificate representing the number of Amalco Shares to which it is entitled.

With effect as of the Effective Time, the size of the Camex Board will be increased to six directors and a new board will be elected which will be comprised of the Board Nominees.

Completion of the Business Combination

Upon the satisfaction or waiver of the conditions to the completion of the Business Combination including without limitation obtaining the requisite shareholder approval and the filing of the Articles of Amendment and the Articles of Continuance by Camex, Camex Subco and Desert Lion will file the Articles of Amalgamation with the Director.

The Amalgamation will become effective at the Effective Time. It is currently anticipated that the effective date for the Amalgamation will be on or about February 22, 2018.

Information About Camex

Camex is a corporation existing under the BCBCA and is extra-provincially registered in each of the Provinces of Alberta and Ontario. The Camex Shares are listed for trading on the NEX Board of the TSXV under the trading symbol "CXE.H". Trading of the Camex Shares was halted on October 12, 2017 upon the announcement of the Business Combination and remains halted as at the date hereof.

Camex is a junior oil and gas exploration company. However, as at the date of this Circular, Camex has no assets of merit and no sources of revenue. Following Camex's financial restructuring in December 2013, Camex began the process of searching for and evaluating new business opportunities.

See "*Schedule "A" – Information Concerning Camex – Corporate Structure*".

Information about Desert Lion

Desert Lion is a corporation existing under the OBCA and was incorporated pursuant to a Certificate of Incorporation issued under the OBCA on June 24, 2016. There is no public market for the Desert Lion Shares.

Desert Lion was formed to acquire an indirect interest the Desert Lion Project through the acquisition of 80% of the issued and outstanding shares of Desert Lion Namibia. Desert Lion's business is focused on the exploration and development of the Desert Lion Project located in the Erongo Region of Namibia.

See “Schedule “B” – Information Concerning Desert Lion – Corporate Structure”.

Information about Resulting Issuer

Pursuant to the Business Combination, Camex Subco and Desert Lion will amalgamate to form Amalco, a wholly-owned subsidiary of the Resulting Issuer, and each Desert Lion Shareholder will be entitled to receive one New Camex Share for each one Desert Lion Share. Following completion of the Business Combination, the Resulting Issuer will indirectly hold the Desert Lion Project located in the Erongo Region of Namibia and indirectly carry on the business of Desert Lion. The Resulting Issuer will also change its name to “Desert Lion Energy Inc.” in connection with the Business Combination.

See “Schedule “C” – Information Concerning the Resulting Issuer”.

The following table sets out the estimated funds available to the Resulting Issuer after giving effect to the Amalgamation as at the dates indicated.

Source of Funds	Following Completion of the Business Combination
Estimated Camex working capital as at December 31, 2017	\$(560,080)
Estimated Desert Lion working capital as at December 31, 2017	\$6,452,739
Net proceeds of the SR Offering	\$9,240,385
Total available funds:	\$15,133,044

The following table sets out the proposed use of the available funds by the Resulting Issuer upon completion of the Business Combination.

Principal Uses of Available Funds	Following Completion of the Business Combination
Complete low-grade concentrate plant	\$2,500,000
Other capex and contingency	\$1,555,800
Complete 17,700 metre drilling program	\$1,480,584
Ore sorting, concentration and hydrometallurgical test work	\$453,480
Complete preliminary economic assessment	\$410,000
Namibian field office and support for 12 months	\$826,380
Deposit repayment (potential)	\$5,625,000
Corporate and administrative expenses for 12 months	\$2,181,800
Unallocated working capital	\$100,000
Total uses of funds:	\$15,133,044

Risk Factors

There are a number of risks associated with the Business Combination, the Resulting Issuer, the business of Desert Lion, the business of Camex and the Camex Shares, all of which should be carefully considered by Desert Lion Shareholders and Camex Shareholders. See “Risk Factors – Risks Relating to the Business Combination” and “Risk Factors – Risks Relating to the Business to be Carried on by the Resulting Issuer”.

The Camex Meeting

The Camex Meeting will be held at the offices of Cassels Brock & Blackwell LLP, HSBC Building, 885 West Georgia Street, Suite 2200, Vancouver, B.C. V6C 2E8 at 10:00 a.m. (Vancouver time) on February 15, 2018, or at any adjournment or postponement thereof, for the purposes set forth in the Camex Notice of Meeting. At the Camex Meeting, Camex Shareholders will be asked to consider, and if thought advisable, approve, with or without variation, the Reverse Take-Over Resolution, the Consolidation Resolution, the Camex Board Resolution, the election of the Board Nominees, the Continuance Resolution, the By-Law Resolution, and the Stock Option Plan Resolution, all as more specifically set out in “*Particulars of Matters to be Acted Upon at the Camex Meeting*”, and to consider such other matters as may properly come before the Camex Meeting. To be effective, the Continuance Resolution requires the affirmative vote of not less than two-thirds of the votes cast by Camex Shareholders present in person or represented by proxy and entitled to vote at the Camex Meeting. The Reverse Take-Over Resolution, Consolidation Resolution, Camex Board Resolution, the election of the Board Nominees, the By-Law Resolution and the Stock Option Plan Resolution each require the affirmative vote of not less than a majority of the votes cast by Camex Shareholders present in person or represented by proxy at the Camex Meeting.

The Camex Board has fixed the record date for the Camex Meeting as the close of business on December 20, 2017. As at such date, 19,818,535 Camex Shares were issued and outstanding. Only Registered Camex Shareholders of record as of the close of business on the Camex Record Date will be entitled to vote at the Camex Meeting. Proxies must be received by Computershare, Camex’s transfer agent, not later than 10:00 a.m. (Vancouver time) on February 13, 2018. See “*General Information Concerning the Camex Meeting and Voting – Voting by Proxies*”.

Camex Dissent Rights

Each Registered Camex Shareholder has the right to dissent with respect to the Continuance Resolution and to be paid fair value for the Camex Shares they hold in accordance with sections 237 to 242 of the BCBCA.

Strict compliance with the provisions of the BCBCA is required in order to exercise the right to dissent. See Schedule “W” for the full text of section 237 to 242 of the BCBCA.

Persons who are beneficial owners of Camex Shares registered in the name of a broker, custodian, nominee or other Intermediary who wish to dissent, should be aware that only the registered owner of such Camex Shares is entitled to dissent. Accordingly, a beneficial owner of Camex Shares desiring to exercise his, her or its right of dissent must make arrangements for the Camex Shares beneficially owned by him, her or it to be registered in his, her or its name prior to the time the written objection to the applicable resolution is required to be received by Camex or, alternatively, make arrangements for the registered holder of his, her or its Camex Shares to dissent on his, her or its behalf.

To exercise such right of dissent with respect to the Continuance Resolution, the Camex Dissenting Shareholder must send to Camex a written objection to the Continuance Resolution, which written objection must be received by Camex at the head office of Camex, being 609 Granville Street, Suite 1600, Vancouver, BC V7Y 1C3, not later than two days before the Camex Meeting or by the Chairman of the Camex Meeting at the Camex Meeting, and the Camex Dissenting Shareholder must otherwise comply with section 237 to 242 of the BCBCA.

The statutory provisions covering the right of dissent are technical and complex. Failure to strictly comply with the requirements set forth in the BCBCA will result in the loss of any right of dissent. See “*Dissenting Camex Shareholders’ Rights*”.

The Desert Lion Meeting

The Desert Lion Meeting will be held at the offices of Cassels Brock & Blackwell LLP, 2100 Scotia Plaza, 40 King Street West, Toronto, Ontario at 1:00 p.m. (Toronto time) on February 15, 2018, or at any adjournment or postponement thereof, for the purposes set forth in the Desert Lion Notice of Meeting. At the Desert Lion Meeting, the Desert Lion Shareholders will be asked to consider, and if thought advisable, approve, with or without variation, the Amalgamation Resolution, as more specifically set out in “*Particulars of Matters to be Acted Upon at the Desert*

Lion Meeting – The Amalgamation Resolution”, and to consider such other matters as may properly come before the Desert Lion Meeting.

To be effective, the Amalgamation Resolution requires the affirmative vote of not less than two-thirds of the votes cast by Desert Lion Shareholders present in person or represented by proxy and entitled to vote at the Desert Lion Meeting.

The Desert Lion Board has fixed the record date for the Desert Lion Meeting as the close of business on December 20, 2017. As at such date, 38,580,204 Desert Lion Shares were issued and outstanding. Only Registered Desert Lion Shareholders of record as of the close of business on the Desert Lion Record Date will be entitled to vote at the Desert Lion Meeting. Proxies must be received by Computershare, Desert Lion’s transfer agent, not later than 1:00 p.m. (Toronto time) on February 13, 2018. See “*General Information Concerning the Desert Lion Meeting and Voting – Voting by Proxies*”.

Desert Lion Dissent Rights

Each Registered Desert Lion Shareholder has the right to dissent with respect to the Amalgamation Resolution and to be paid the fair value for the Desert Lion Shares they hold in accordance with section 185 of the OBCA.

Strict compliance with the provisions of the OBCA is required in order to exercise the right to dissent. See Schedule “V” for the full text of section 185 of the OBCA.

Persons who are beneficial owners of Desert Lion Shares registered in the name of a broker, custodian, nominee or other Intermediary who wish to dissent, should be aware that only the registered owner of such Desert Lion Shares is entitled to dissent. Accordingly, a beneficial owner of Desert Lion Shares desiring to exercise his, her or its right of dissent must make arrangements for the Desert Lion Shares beneficially owned by him, her or it to be registered in his, her or its name prior to the time the written objection to the applicable resolution is required to be received by Desert Lion or, alternatively, make arrangements for the registered holder of his, her or its Desert Lion Shares to dissent on his, her or its behalf.

To exercise such right of dissent with respect to the Amalgamation Resolution, a Desert Lion Dissenting Shareholder must send to Desert Lion a written notice containing the name and address of the Desert Lion Dissenting Shareholder, the number of Desert Lion Shares in respect of which the Desert Lion Dissenting Shareholder dissents and a demand for payment of the fair value of such Desert Lion Shares, within 20 days after the Desert Lion Dissenting Shareholder receives notice that the Amalgamation Resolution has been adopted or, if the Desert Lion Dissenting Shareholder does not receive such notice, within 20 days after the Desert Lion Dissenting Shareholder learns that the Amalgamation Resolution has been adopted.

The statutory provisions covering the right of dissent are technical and complex. Failure to strictly comply with the requirements set forth in the OBCA will result in the loss of any right of dissent. See “*Dissenting Desert Lion Shareholders’ Rights*”.

THE BUSINESS COMBINATION

Pursuant to the Amalgamation Agreement, Camex, Camex Subco and Desert Lion have agreed to complete the Business Combination pursuant to which, among other things, Camex Subco and Desert Lion will amalgamate pursuant to the provisions of the OBCA to form Amalco and each Desert Lion Shareholder will be entitled to receive one New Camex Share for each one Desert Lion Share held by such Desert Lion Shareholder.

Immediately prior to the Effective Time of the Amalgamation, each Subscription Receipt will be automatically converted into one Desert Lion Share and one-quarter of one Desert Lion SR Warrant, without payment of additional consideration or further action on the part of the holder.

Upon completion of the Amalgamation, each Desert Lion Option, whether or not vested, shall be exchanged for a Camex Replacement Option to acquire (on the same terms and conditions as were applicable to such Desert Lion Options immediately before the Effective Time under agreement evidencing the grant), one New Camex Share at the same exercise price per New Camex Share, provided that the exercise price otherwise determined shall be adjusted to the extent, if any, required to ensure that the Converted Option In The Money Amount immediately after the exchange does not exceed the Unexercised Option In the Money Amount of the exchanged Desert Lion Option immediately before the Effective Time.

Upon completion of the Amalgamation, each Desert Lion Warrant shall entitle the holders thereof to receive, upon the subsequent exercise thereof, one New Camex Share and such outstanding Desert Lion Warrants shall otherwise remain outstanding in accordance with their respective terms and conditions.

Upon completion of the Amalgamation, each Desert Lion Compensation Option shall entitle the holders thereof to receive, upon the subsequent exercise thereof, one New Camex Share and the applicable number of Desert Lion Compensation Warrants and each Desert Lion Compensation Warrant shall entitle the holders thereof to receive, upon the subsequent exercise thereof, one New Camex Share, and such outstanding Desert Lion Compensation Options and Desert Lion Compensation Warrants shall otherwise remain outstanding in accordance with their respective terms and conditions.

As at the date of this Circular, there were 19,818,535 Camex Shares and Camex Options to acquire 1,350,000 Camex Shares issued and outstanding, and 39,257,290 Desert Lion Shares, Desert Lion Unit Warrants to acquire 4,479,877 Desert Lion Shares, Desert Lion Broker Warrants to acquire 2,043,854 Desert Lion Shares, Desert Lion Compensation Options to acquire 548,903 Desert Lion Shares and 258,025 Desert Lion Compensation Warrants, Desert Lion Options to acquire 3,213,793 Desert Lion Shares, and 5,401,207 Subscription Receipts (convertible into 5,401,207 Desert Lion Shares and 1,350,294 Desert Lion SR Warrants) issued and outstanding.

Upon completion of the Consolidation, but prior to completion of the Business Combination, Camex will have 1,648,000 New Camex Shares and Camex Options to acquire 112,258 New Camex Shares issued and outstanding.

Upon completion of the Business Combination, Camex will have approximately 46,306,497 New Camex Shares issued and outstanding (after giving effect to the Consolidation and the conversion of the Subscription Receipts) on an undiluted basis, approximately 44,658,497 New Camex Shares to be held by former Desert Lion Shareholders and approximately 1,648,000 New Camex Shares to be held by former Camex Shareholders, which represents ownership of the Resulting Issuer of approximately 96.5% by former Desert Lion Shareholders and approximately 3.5% by former Camex Shareholders on an undiluted basis.

If all of the Camex Options, Camex Replacement Options (issued upon exchange of the Desert Lion Options), Desert Lion Unit Warrants, Desert Lion SR Warrants, Desert Lion Broker Warrants, Desert Lion Compensation Options and Desert Lion Compensation Warrants were exercised, upon completion of the Business Combination, Camex would have approximately 58,313,501 issued and outstanding New Camex Shares (after giving effect to the Consolidation and the conversion of the Subscription Receipts), approximately 56,553,243 New Camex Shares to be held by former Desert Lion Shareholders and approximately 1,760,258 New Camex Shares to be held by former Camex Shareholders which represents ownership of the Resulting Issuer of approximately 97% by former Desert Lion

Shareholders and approximately 3% by former Camex Shareholders. As a result of the Business Combination, 11,894,745 New Camex Shares will be reserved for issuance to holders of Camex Replacement Options, Desert Lion Unit Warrants, Desert Lion SR Warrants, Desert Lion Broker Warrants, Desert Lion Compensation Options and Desert Lion Compensation Warrants.

Implementation of the Business Combination is subject to receipt of all requisite regulatory approvals, and shareholder approvals, third party consents and other customary conditions.

Background

After having the opportunity to negotiate and review the definitive Amalgamation Agreement, the Desert Lion Board unanimously passed a resolution authorizing Desert Lion to enter into the Amalgamation Agreement, the final version of which was executed on October 12, 2017 and amended on December 1, 2017.

After having the opportunity to negotiate and review the definitive Amalgamation Agreement, the Camex Board unanimously passed a resolution authorizing Camex to enter into the Amalgamation Agreement, the final version of which was executed on October 12, 2017 and amended on December 1, 2017.

Benefits of the Business Combination

The Camex Board and the Desert Lion Board believe that the Business Combination will have the following benefits for the Camex Shareholders and the Desert Lion Shareholders, respectively:

- (i) the Resulting Issuer will own the Desert Lion Project;
- (ii) the Resulting Issuer will have a strong Board of Directors that has experience in capital markets and project advancement and a quality management and exploration team with complementary skills to ensure systematic progress on the Desert Lion Project;
- (iii) the Resulting Issuer is expected to have increased share trading liquidity and will have a greater market capitalization that is attractive to a wider range of investors than that offered by Camex prior to the Business Combination; and
- (iv) following completion of the Business Combination, it is expected that the Resulting Issuer will have a sufficient cash position to advance the exploration and development of the Desert Lion Project.

Recommendation of the Camex Board

The Camex Board has unanimously approved the Amalgamation Agreement and unanimously recommends that the Camex Shareholders vote IN FAVOUR of the Camex Resolutions at the Camex Meeting. In approving the Amalgamation Agreement and recommending that the Camex Shareholders vote in favour of the Camex Resolutions, the Camex Board considered, among other things, the expected benefits of the Business Combination as well as the following factors:

- (i) information provided by Desert Lion with respect to the Desert Lion Project;
- (ii) information provided by Desert Lion with respect to the financial condition of Desert Lion;
- (iii) the anticipated size and market liquidity of the Resulting Issuer following completion of the Business Combination;
- (iv) the expected cash position of the Resulting Issuer following completion of the Financing and the Business Combination; and

- (v) the value of the outstanding New Camex Shares on a fully diluted basis.

The Camex Board also considered a variety of risks and other potentially negative factors relating to the Business Combination including those matters described under the heading “*Risk Factors*”. The Camex Board believed that, overall, the anticipated benefits of the Business Combination to Camex outweighed these risks and negative factors.

The foregoing summary of the information and factors considered by the Camex Board is not intended to be exhaustive, but includes the material information and factors considered by the Camex Board in their consideration of the Business Combination. In view of the variety of factors and the amount of information considered in connection with the Camex Board’s evaluation of the Business Combination, the Camex Board did not find it practicable to and did not quantify or otherwise attempt to assign any relative weight to each of the specific factors considered in reaching its conclusions and recommendations. In addition, individual members of the Camex Board may have assigned different weights to different factors in reaching their own conclusion as to the benefits of the Business Combination.

Recommendation of the Desert Lion Board

The Desert Lion Board has unanimously approved the Amalgamation Agreement and unanimously recommends that the Desert Lion Shareholders vote IN FAVOUR of the Amalgamation Resolution at the Desert Lion Meeting. In approving the Amalgamation Agreement and recommending that the Desert Lion Shareholders vote in favour of the Amalgamation Resolutions, the Desert Lion Board considered, among other things, the expected benefits of the Business Combination as well as the following factors:

- (i) information provided by Camex with respect to its financial condition;
- (ii) the anticipated size and market liquidity of the Resulting Issuer following completion of the Business Combination;
- (iii) the expected cash position of the Resulting Issuer following completion of the Financing and the Business Combination; and
- (iv) the value of the outstanding New Camex Shares on a fully diluted basis.

The Desert Lion Board also considered a variety of risks and other potentially negative factors relating to the Business Combination including those matters described under the heading “*Risk Factors*”. The Desert Lion Board believed that, overall, the anticipated benefits of the Business Combination to Desert Lion outweighed these risks and negative factors.

The foregoing summary of the information and factors considered by the Desert Lion Board is not intended to be exhaustive, but includes the material information and factors considered by the Desert Lion Board in their consideration of the Business Combination. In view of the variety of factors and the amount of information considered in connection with the Desert Lion Board’s evaluation of the Business Combination, the Desert Lion Board did not find it practicable to and did not quantify or otherwise attempt to assign any relative weight to each of the specific factors considered in reaching its conclusions and recommendations. In addition, individual members of the Desert Lion Board may have assigned different weights to different factors in reaching their own conclusion as to the benefits of the Business Combination.

Steps of the Business Combination

Prior to the Effective Time of the Amalgamation, Camex will take the necessary steps to give effect to the Name Change, the Consolidation and the Continuance. It is currently the intention of the Parties that the Continuance, Name Change and Consolidation will be completed immediately following approval by the Camex Shareholders at the Camex Meeting. It is a condition precedent to the completion of the Business Combination that the Camex Shareholders approve the Consolidation, Name Change and Continuance. However, Camex’s Notice of Articles

provide that the Camex Board may change Camex's name by way of ordinary resolution. Accordingly, Desert Lion has waived the condition precedent to have the Camex Shareholders approve the Name Change.

Immediately prior to the Effective Time of the Amalgamation, each Subscription Receipt will convert automatically into one Desert Lion Share and one-quarter of one Desert Lion SR Warrant, without payment of additional consideration or further action on the part of the holder. See "*The Financing*".

At the Effective Time of the Amalgamation and as a result of the Amalgamation:

- (i) each Desert Lion Shareholder shall receive one fully paid and non-assessable New Camex Share for each Desert Lion Share held, following which all such Desert Lion Shares shall be cancelled;
- (ii) Camex shall receive one fully paid and non-assessable Amalco Share for each one Camex Subco Share held by Camex, following which all such Camex Subco Shares shall be cancelled;
- (iii) in consideration of the issuance of New Camex Shares to the Desert Lion Shareholders, Amalco shall issue to Camex one Amalco Share for each New Camex Share issued;
- (iv) Camex shall add to the stated capital maintained in respect of the New Camex Shares an amount equal to the aggregate paid-up capital for the purposes of the Tax Act of the Desert Lion Shares immediately prior to the Amalgamation;
- (v) Amalco shall add to the stated capital maintained in respect of the Amalco Shares an amount such that the stated capital of the Amalco Shares shall be equal to the aggregate paid-up capital for the purposes of the Tax Act of the Camex Subco Shares and the Desert Lion Shares immediately prior to the Amalgamation;
- (vi) Amalco will become a wholly-owned subsidiary of Camex; and
- (vii) the Resulting Issuer shall be entitled to deduct and withhold from any consideration otherwise payable pursuant to transactions contemplated by the Amalgamation Agreement to any holder of Desert Lion Shares such amounts as it determines are required or permitted to be deducted and withheld with respect to such payment under the Tax Act or any provision of provincial, state, local or foreign tax law, in each case as amended; to the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the holder of the Desert Lion Shares in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority.

At the Effective Time, the registered holders of Desert Lion Shares shall be deemed to be the registered holders of the New Camex Shares to which they are entitled and the holders of share certificates representing such Desert Lion Shares may surrender such certificates to the Depositary and, upon such surrender, shall be entitled to receive and, as soon as reasonably practicable following the Effective Time shall receive, share certificates representing the number of New Camex Shares to which they are so entitled. No fractional New Camex Shares shall be issued to holders of Desert Lion Shares.

Upon completion of the Amalgamation, each Desert Lion Option, whether or not vested, shall be exchanged for a Camex Replacement Option to acquire (on the same terms and conditions as were applicable to such Desert Lion Options immediately before the Effective Time under agreement evidencing the grant), one New Camex Share at the same exercise price per New Camex Share, provided that the exercise price otherwise determined shall be adjusted to the extent, if any, required to ensure that the Converted Option In The Money Amount immediately after the exchange does not exceed the Unexercised Option In the Money Amount of the exchanged Desert Lion Option immediately before the Effective Time.

Upon completion of the Amalgamation, each Desert Lion Warrant shall entitle the holders thereof to receive, upon the subsequent exercise thereof, one New Camex Share and such outstanding Desert Lion Warrants shall otherwise remain outstanding in accordance with their respective terms and conditions.

Upon completion of the Amalgamation, each Desert Lion Compensation Option shall entitle the holders thereof to receive, upon the subsequent exercise thereof, one New Camex Share and the applicable number of Desert Lion Compensation Warrants and each Desert Lion Compensation Warrant shall entitle the holders thereof to receive, upon the subsequent exercise thereof, one New Camex Share, and such outstanding Desert Lion Compensation Options and Desert Lion Compensation Warrants shall otherwise remain outstanding in accordance with their respective terms and conditions.

Camex, as the registered holder of Camex Subco Shares shall be deemed to be the registered holder of the Amalco Shares to which it is entitled and may surrender the certificates representing such Camex Subco Shares to Amalco and, upon such surrender, shall be entitled to receive a share certificate representing the number of Amalco Shares to which it is entitled.

With effect as of the Effective Time, the size of the Camex Board will be increased to six directors and a new board will be elected which will be comprised of the Board Nominees.

Completion of the Business Combination

Upon the satisfaction or waiver of the conditions to the completion of the Business Combination including without limitation obtaining the requisite shareholder approval and the filing of the Articles of Amendment and the Articles of Continuance by Camex, Camex Subco and Desert Lion will file the Articles of Amalgamation with the Director.

The Amalgamation will become effective at the Effective Time. It is currently anticipated that the effective date for the Amalgamation will be on or about February 22, 2018.

Procedure for Exchange of Desert Lion Shares

Desert Lion Letter of Transmittal

At the time of sending this Circular to each Desert Lion Shareholder, Desert Lion is also sending the Desert Lion Letter of Transmittal to each Registered Desert Lion Shareholder. The Desert Lion Letter of Transmittal is only for use by Registered Desert Lion Shareholders and is not to be used by Beneficial Desert Lion Shareholders.

Computershare is acting as the depositary in connection with the Amalgamation. In order to receive the New Camex Shares that such Registered Desert Lion Shareholder is entitled to receive pursuant to the Amalgamation, he or she must deposit the certificate(s) representing his or her Desert Lion Shares with the Depositary along with a properly completed and duly executed Desert Lion Letter of Transmittal and the other relevant documents required by the instructions set out therein. It is recommended that Desert Lion Shareholders complete, sign and return the Desert Lion Letter of Transmittal with accompanying certificate(s) representing their Desert Lion Shares to the Depositary as soon as possible.

The exchange of Desert Lion Shares for New Camex Shares in respect of Beneficial Desert Lion Shareholders is expected to be made with the Beneficial Desert Lion Shareholders' broker, custodian, nominee or other intermediary (each an "**Intermediary**") account through the procedures in place for such purposes between CDS (or Cede & Co., in the case of some U.S. shareholders) and such Intermediary. Beneficial Desert Lion Shareholders should contact their Intermediary if they have any questions regarding this process and to arrange for their Intermediary to complete the necessary steps to ensure that they receive the New Camex Shares in exchange for their Desert Lion Shares as soon as possible following completion of the Amalgamation.

Whether or not Desert Lion Shareholders forward the certificate(s) representing their Desert Lion Shares to the Depositary, upon completion of the Amalgamation on the Effective Date, Desert Lion Shareholders will cease to

be Desert Lion Shareholders and will only be entitled to receive the New Camex Shares to which they are entitled under the Amalgamation or, in the case of Desert Lion Shareholders who properly exercise Desert Lion Dissent Rights, the right to receive fair value for their Desert Lion Shares in accordance with the dissent procedures for Desert Lion Shareholders. See *“Dissenting Desert Lion Shareholders’ Rights”*.

The instructions for exchanging Desert Lion Shares and depositing such certificate(s) representing such Desert Lion Shares with the Depositary are set out in the Desert Lion Letter of Transmittal. Desert Lion Shareholders can request additional copies of the Desert Lion Letter of Transmittal by contacting the Depositary.

Exchange Procedure

Prior to the Effective Time, Camex will deliver or arrange to be delivered to the Depositary the New Camex Shares required to be issued to the Desert Lion Shareholders in accordance with the Amalgamation, which New Camex Shares will be held by the Depositary as agent and nominee for such former Desert Lion Shareholders for distribution to such former Desert Lion Shareholders in accordance with the provisions of the Amalgamation. The Depositary will be responsible for delivering certificates representing New Camex Shares to which former Desert Lion Shareholders are entitled under the Amalgamation. For greater certainty, the applicable number of Camex Shares (on a non-consolidated basis) may be issued if the Consolidation Resolution is not approved.

Registered Desert Lion Shareholders are requested to tender to the Depositary any certificates representing Desert Lion Shares along with the duly completed Desert Lion Letter of Transmittal as soon as possible. As soon as practicable following the Effective Date, the Depositary will forward to each Registered Desert Lion Shareholder that submitted an effective Desert Lion Letter of Transmittal to the Depositary, together with the certificate(s) representing the Desert Lion Shares held by such Desert Lion Shareholder immediately prior to completion of the Amalgamation, the certificate(s) representing the New Camex Shares to which the Registered Desert Lion Shareholder is entitled under the Amalgamation. Certificates representing the New Camex Shares (or Camex Shares on a non-consolidated basis if the Consolidation is not completed) will be registered in such name or names as directed in the Desert Lion Letter of Transmittal and will be either (i) sent to the address or addresses as such Desert Lion Shareholder directed in their Letter of Transmittal or (ii) made available for pick up at the office of the Depositary in accordance with the instructions of the former Desert Lion Shareholder in the Desert Lion Letter of Transmittal. Registered Desert Lion Shareholders will not actually receive the New Camex Shares until the Amalgamation is completed and they have returned their properly completed documents, including the Desert Lion Letter of Transmittal and certificate representing their Desert Lion Shares, if applicable, to the Depositary.

A Registered Desert Lion Shareholder that does not submit an effective Desert Lion Letter of Transmittal prior to the Effective Date may take delivery of the certificate(s) representing the New Camex Shares (or Camex Shares on a non-consolidated basis if the Consolidation is not completed) to which such Desert Lion Shareholder is entitled pursuant to the Amalgamation, by delivering the certificate(s) representing Desert Lion Shares formerly held by it to the Depositary at the office indicated in the Desert Lion Letter of Transmittal at any time prior to the sixth anniversary of the Effective Date. Such certificate(s) representing Desert Lion Shares must be accompanied by a duly completed Desert Lion Letter of Transmittal, together with such other documents as the Depositary may require. Certificates representing the New Camex Shares (or Camex Shares on a non-consolidated basis if the Consolidation is not completed) will be registered in such name or names as directed in the Desert Lion Letter of Transmittal and will be either (i) sent to the address or addresses as such Desert Lion Shareholder directed in their Desert Lion Letter of Transmittal or (ii) made available for pick up at the office of the Depositary in accordance with the instructions of the former Desert Lion Shareholder in the Desert Lion Letter of Transmittal, as soon as practicable after receipt by the Depositary of the required certificates and documents.

Except as otherwise provided in the instructions to the Desert Lion Letter of Transmittal, the signature on the Desert Lion Letter of Transmittal must be guaranteed by an Eligible Institution. If a Desert Lion Letter of Transmittal is executed by a person other than the registered holder of the certificate(s) representing Desert Lion Shares deposited therewith, the certificate(s) representing their Desert Lion Shares must be endorsed or be accompanied by an appropriate securities transfer power of attorney, duly and properly completed and duly executed by the registered holder, with the signature on the endorsement panel, or securities transfer power of attorney guaranteed by an Eligible Institution.

All deposits of Desert Lion Shares made under a Desert Lion Letter of Transmittal are irrevocable. In the event the Amalgamation is not consummated, the Depositary will promptly return any certificates representing Desert Lion Shares that have been deposited. Any exchange or transfer of Desert Lion Shares pursuant to the Amalgamation will be free and clear of any liens or other claims of third parties of any kind.

All questions as to validity, form, eligibility (including timely receipt) and acceptance of any Desert Lion Shares deposited pursuant to the Amalgamation will be determined by Desert Lion and Camex in their sole discretion. Depositing Desert Lion Shareholders agree that such determination shall be final and binding. Desert Lion and Camex reserve the absolute right to reject any and all deposits which Desert Lion or Camex determines not to be in proper form or which may be unlawful for it to accept under the laws of any jurisdiction. Desert Lion and Camex reserve the absolute right to waive any defect or irregularity in the deposit of any Desert Lion Shares. There shall be no duty or obligation on Desert Lion, Camex, the Depositary or any other person to give notice of any defect or irregularity in any deposit of Desert Lion Shares and no liability shall be incurred by any of them for failure to give such notice.

The method of delivery of certificates representing Desert Lion Shares and all other required documents to the Depositary is at the option and risk of the person depositing the same. Desert Lion recommends that such documents be delivered by hand to the Depositary and a receipt obtained or, if mailed, that registered mail with return receipt requested be used and that appropriate insurance be obtained. If you are a Beneficial Desert Lion Shareholders, you should carefully follow the instructions from the Intermediary that holds Desert Lion Shares on your behalf in order to receive the New Camex Shares (or Camex Shares on a non-consolidated basis if the Consolidation is not completed) for your Desert Lion Shares.

Treatment of Fractional Shares

In no event shall any Desert Lion Shareholder be entitled to a fractional New Camex Share. Where the aggregate number of New Camex Shares to be issued to a Desert Lion Shareholder under the Amalgamation would result in a fraction of a New Camex Share being issuable, the number of New Camex Shares to be received by such Desert Lion Shareholder shall be rounded down to the nearest whole New Camex Share and any fractional New Camex Shares arising from the Amalgamation will be deemed to have been tendered by its registered owner to Camex for cancellation for no consideration.

Return of Desert Lion Shares

If the Amalgamation is not completed, any deposited Desert Lion Shares will be returned to the depositing Desert Lion Shareholder at Desert Lion's expense upon written notice to the Depositary from Desert Lion, by returning the deposited Desert Lion Shares (and any other relevant documents) by first class insured mail in the name of and to the address specified by the Desert Lion Shareholder in the Desert Lion Letter of Transmittal or, if such name and address is not so specified, in such name and to such address as shown on the register maintained by Desert Lion's transfer agent.

Lost Certificates

If any certificate which immediately prior to the Effective Time represented one or more outstanding Desert Lion Shares in respect of which the holder was entitled to receive the New Camex Shares (or Camex Shares on a non-consolidated basis if the Consolidation is not completed) pursuant to the Amalgamation has been lost, stolen or destroyed, the Desert Lion Letter of Transmittal should be completed as fully as possible and forwarded, together with a letter describing the loss, to the Depositary. The Depositary will respond with replacement instructions (which may include bonding requirement) for issuance of the New Camex Shares (or Camex Shares on a non-consolidated basis if the Consolidation is not completed) that such former Desert Lion Shareholder is entitled to receive in accordance with such holder's Desert Lion Letter of Transmittal. When authorizing such issuance in relation to any lost, stolen or destroyed certificate representing Desert Lion Shares, the former Desert Lion Shareholder may, as a condition precedent to the delivery of such New Camex Shares, be required to give a bond satisfactory to Desert Lion, Camex and the Depositary in such amount as Desert Lion, Camex and the Depositary may direct or otherwise indemnify Desert Lion and Camex in a manner satisfactory to Desert Lion and Camex against any claim that may be made against Desert Lion or Camex with respect to the certificate representing Desert Lion Shares alleged to have been lost, stolen or destroyed. If a certificate representing Desert Lion Shares has been lost, stolen, mutilated or destroyed, the foregoing

action must be taken sufficiently in advance of the sixth anniversary of the Effective Date in order to obtain a replacement certificate in sufficient time to permit the Desert Lion Shares represented by the replacement certificate to be deposited at or prior to the sixth anniversary of the Effective Date.

Cancellation of Rights of Former Desert Lion Shareholders

If any former Desert Lion Shareholder fails to deliver to the Depositary the certificate(s) representing Desert Lion Shares, documents or instruments required to be delivered to the Depositary in order for such former Desert Lion Shareholder to receive the New Camex Shares (or Camex Shares on a non-consolidated basis if the Consolidation is not completed) which such former Desert Lion Shareholder is entitled pursuant to the Amalgamation to receive on or before the sixth anniversary of the Effective Date, on the sixth anniversary of the Effective Date (i) such former Desert Lion Shareholder will be deemed to have donated and forfeited to Camex or its successors, any New Camex Shares (or Camex Shares on a non-consolidated basis if the Consolidation is not completed) held by the Depositary as agent for such former Desert Lion Shareholder and (ii) any certificate(s) representing Desert Lion Shares formerly held by such former Desert Lion Shareholder will cease to represent a claim of any nature whatsoever and will be deemed to have been surrendered to Camex and will be cancelled. None of Desert Lion or Camex, or any of their respective successors, will be liable to any person in respect of any New Camex Shares (or Camex Shares on a non-consolidated basis if the Consolidation is not completed) (including any shares previously held by the Depositary as agent for any such former Desert Lion Shareholder) which is forfeited to Desert Lion or Camex or delivered to any public official pursuant to any applicable abandoned property, escheat or similar law. Accordingly, former Desert Lion Shareholders who deposit with the Depositary any certificate(s) representing Desert Lion Shares after the sixth anniversary of the Effective Date will not receive the New Camex Shares (or Camex Shares on a non-consolidated basis if the Consolidation is not completed) or any other consideration in exchange therefor and will not own any interest in Desert Lion, Camex or the Resulting Issuer and will not be paid any compensation.

Treatment of Dividends

All dividends and distributions made after the Effective Time with respect to any New Camex Shares (or Camex Shares on a non-consolidated basis if the Consolidation is not completed) allotted and issued pursuant to the Amalgamation but for which a certificate has not been issued shall be paid or delivered to the Depositary to be held by the Depositary as agent for such the registered holder of such New Camex Shares (or Camex Shares on a non-consolidated basis if the Consolidation is not completed).

Mail Service Interruption

Notwithstanding the provisions of the Circular and the Letter of Transmittal, certificates representing New Camex Shares (or Camex Shares on a non-consolidated basis if the Consolidation is not completed) in exchange for Desert Lion Shares deposited pursuant to the Amalgamation or any certificates representing Desert Lion Shares to be returned will not be mailed if Desert Lion or the Resulting Issuer determines that delivery thereof by mail may be delayed.

Persons entitled to certificates and other relevant documents which are not mailed for the foregoing reason may take delivery thereof at the office of the Depositary at which the certificate(s) representing Desert Lion Shares were originally deposited upon application to the Depositary until such time as Desert Lion or the Resulting Issuer has determined that delivery by mail will no longer be delayed.

Procedure for Exchange of Camex Shares

Camex Letter of Transmittal

At the time of sending this Circular to each Camex Shareholder, Camex is also sending the Camex Letter of Transmittal to each Registered Camex Shareholder. The Camex Letter of Transmittal is only for use by Registered Camex Shareholders and is not to be used by Beneficial Camex Shareholders. Beneficial Camex Shareholders should contact their Intermediary for instructions and assistance regarding this process.

Computershare, the transfer agent of Camex, is acting as the depositary in connection with the Consolidation. The Consolidation Depositary will receive deposits of existing Camex Shares and an accompanying Camex Letter of Transmittal, at the office specified in the Camex Letter of Transmittal and will be responsible for delivering certificates representing New Camex Shares (on a post-Consolidation basis) to which Registered Camex Shareholders are entitled under the Consolidation.

The Camex Letter of Transmittal contains instructions on how to surrender share certificate(s) representing pre-Consolidation Camex Shares to the Consolidation Depositary. Registered Camex Shareholders can request additional copies of the Camex Letter of Transmittal by contacting the Consolidation Depositary. The Camex Letter of Transmittal is also available under Camex's profile on SEDAR at www.sedar.com.

Exchange Procedures

Registered Camex Shareholders are requested to tender to the Consolidation Depositary any share certificates representing existing Camex Shares along with the duly completed Camex Letter of Transmittal and all other required documents as soon as possible. As soon as practicable following the Effective Date, the Consolidation Depositary will forward to each Registered Camex Shareholder who has sent the required documents a new share certificate representing the New Camex Shares to which the Registered Camex Shareholder is entitled under the Consolidation. Until surrendered, each share certificate representing pre-Consolidation Camex Shares will be deemed for all purposes to represent the number of whole New Camex Shares to which the Registered Camex Shareholder is entitled as a result of the Consolidation. Registered Camex Shareholders should not destroy any share certificate(s). The method of delivery of share certificates representing Camex Shares and the duly completed Camex Letter of Transmittal and all other required documents will be at the option and risk of the person surrendering them. It is recommended that such documents be delivered by hand to the Consolidation Depositary, at the address noted in the Camex Letter of Transmittal, and a receipt obtained therefore, or, if mailed, that registered mail, with return receipt requested, be used and that proper insurance be obtained.

No new share certificates will be issued to a Registered Camex Shareholder until such Registered Camex Shareholder has surrendered the corresponding existing share certificates, together with a properly completed and executed Camex Letter of Transmittal, to the Consolidation Depositary. Consequently, following the Consolidation, Registered Camex Shareholders will need to surrender their existing share certificates before they will be able to sell or transfer their Camex Shares.

If the Consolidation is implemented, Intermediaries will be instructed to process the Consolidation for Beneficial Camex Shareholders holding Camex Shares indirectly. However, such Intermediaries may have different procedures than Registered Camex Shareholders for processing the Consolidation. If you hold your Camex Shares through an Intermediary and if you have any questions in this regard, you are encouraged to contact your Intermediary.

Treatment of Fractional Shares

In no event shall any Camex Shareholder be entitled to a fractional New Camex Share. Where the aggregate number of New Camex Shares to be issued to a Registered Camex Shareholder under the Consolidation would result in a fraction of a New Camex Share being issuable, the number of New Camex Shares to be received by such Registered Camex Shareholder shall be rounded down to the nearest whole New Camex Share and any fractional Camex Shares arising from the Consolidation of the Camex Shares will be deemed to have been tendered by its registered owner to Camex for cancellation for no consideration.

Lost Certificates

If a share certificate representing Camex Shares has been lost or destroyed, the Camex Letter of Transmittal should be completed as fully as possible and forwarded by the Registered Camex Shareholder to the Consolidation Depositary together with correspondence stating that the original share certificate representing the Camex Shares has been lost. The Consolidation Depositary will respond with replacement instructions (which may include bonding requirement).

THE AMALGAMATION AGREEMENT

The following description of the material terms and conditions of the Amalgamation Agreement is a summary only and is qualified in its entirety by reference to the terms of the Amalgamation Agreement. The full text of the Amalgamation Agreement is available under Camex's profile on SEDAR at www.sedar.com. Camex Shareholders and Desert Lion Shareholders are encouraged to read the Amalgamation Agreement in its entirety.

General

The Amalgamation Agreement is dated as of October 12, 2017, as amended on December 1, 2017, and is made among Camex, Camex Subco and Desert Lion. The Amalgamation Agreement provides for a combination of the businesses of Camex and Desert Lion by way of an Amalgamation between Camex Subco and Desert Lion under the provisions of the OBCA.

Pursuant to the Amalgamation, Camex Subco and Desert Lion will amalgamate to form Amalco and each Desert Lion Shareholder, other than Desert Lion Dissenting Shareholders, will be entitled to receive one New Camex Share for each one Desert Lion Share held.

Treatment of Desert Lion Options

Upon completion of the Amalgamation, the Desert Lion Options, whether or not vested, shall be exchanged for one Camex Replacement Option to acquire (on the same terms and conditions as were applicable to such Desert Lion Options immediately before the Effective Time under agreement evidencing the grant), one New Camex Share at the same exercise price per New Camex Share, provided that the exercise price otherwise determined shall be adjusted to the extent, if any, required to ensure that the Converted Option In The Money Amount immediately after the exchange does not exceed the Unexercised Option In the Money Amount of the exchanged Desert Lion Option immediately before the Effective Time.

Based on the number of Desert Lion Options outstanding as of the date of the Circular, upon completion of the Amalgamation, holders of Camex Replacement Options will be entitled to purchase an aggregate of 3,213,793 New Camex Shares, 2,000,000 of which have an exercise price of \$0.20 per New Camex Share and 1,213,793 of which have an exercise price of \$0.50 per New Camex Share with the latest expiry date being June 21, 2022.

Treatment of Desert Lion Warrants

Upon completion of the Amalgamation, each Desert Lion Warrant and Desert Lion Broker Warrant shall entitle the holders thereof to receive, upon the subsequent exercise thereof one New Camex Share and such outstanding Desert Lion Warrants and Desert Lion Broker Warrants shall otherwise remain outstanding in accordance with their respective terms and conditions.

Upon completion of the Amalgamation, each Desert Lion Compensation Option shall entitle the holders thereof to receive, upon the subsequent exercise thereof, one New Camex Share and the applicable number of Desert Lion Compensation Warrants and each Desert Lion Compensation Warrant shall entitle the holders thereof to receive, upon the subsequent exercise thereof, one New Camex Share, and such outstanding Desert Lion Compensation Options and Desert Lion Compensation Warrants shall otherwise remain outstanding in accordance with their respective terms and conditions.

Based on the number of Desert Lion Unit Warrants, Desert Lion SR Warrants, Desert Lion Broker Warrants, Desert Lion Compensation Options and Desert Lion Compensation Warrants that may be issued or are outstanding as of the date of the Circular, upon completion of the Amalgamation, holders of Desert Lion Unit Warrants, Desert Lion SR Warrants, Desert Lion Broker Warrants, Desert Lion Compensation Options and Desert Lion Compensation Warrants will be entitled to receive an aggregate of 8,680,953 New Camex Shares, assuming the exercise of the underlying Desert Lion Compensation Warrants.

Representations and Warranties

The Amalgamation Agreement contains various representations and warranties of Camex and Camex Subco to Desert Lion with respect to Camex and its subsidiary and of Desert Lion to Camex and Camex Subco with respect to Desert Lion and Desert Lion Namibia. These representations and warranties relate to, among other things: organization and corporate capacity, subsidiaries, qualification to do business, capitalization, dissolution, consents, authorizations and binding effect, insurance, litigation and compliance, intellectual property rights, securities laws matters, financial statements, auditors, internal controls, taxes, pension and other employee plans and arrangements, labour relations, contracts, absence of changes, interest in licence, environmental matters, indebtedness, undisclosed liabilities, off balance sheet arrangements, non-arm's length transactions, due diligence investigations, U.S. matters, the *Competition Act*, the *Investment Canada Act*, brokers, and reporting issuer status.

Mutual Covenants

Until the Effective Date or the date upon which the Amalgamation Agreement is terminated, each of Camex and Desert Lion is required to, and to cause its subsidiaries to, conduct business only in, and not take any action except in the ordinary course of business and consistent with past practice, other than in connection with the Business Combination. In addition, each of Camex, Camex Subco, Desert Lion and Desert Lion Namibia is required (except as contemplated by the Amalgamation Agreement or as disclosed to the other party in writing or as the other party may agree in writing) to, and to cause its subsidiaries to, among other things:

- (i) grant the other party and its advisers reasonable access at reasonable times to all properties, books, accounts, records, contracts, files, correspondence, tax records, and documents;
- (ii) conduct business only in the ordinary course consistent with past practice and not:
 - (a) amend its articles or certificate of incorporation (or like charter documents) or by-laws;
 - (b) subdivide, split, combine, consolidate or reclassify any of its outstanding shares of capital stock;
 - (c) declare, set aside or pay any dividend or make any other distribution payable in cash, shares, stock, securities or property with respect to any of its shares of capital stock other than consistent with past practice, other than dividends or distributions declared, set aside, paid or payable by a subsidiary of either party to that party;
 - (d) repurchase, redeem, or otherwise acquire, directly or indirectly, any of its capital stock or any securities convertible into or exchangeable or exercisable into any of its capital stock;
 - (e) amend or propose to amend the rights, privileges and restrictions attaching to the shares or any of the terms of its stock options or common share purchase warrants as they exist at the date of the Amalgamation Agreement or reduce its stated capital;
 - (f) reorganize, amalgamate or merge with another Person;
 - (g) enter into any agreements outside of the ordinary course with its directors or officers or their respective affiliates; and
 - (h) except as required by Canadian GAAP, any other generally accepted accounting principals to which either party or their subsidiaries may be subject, or any applicable law, make any changes to its existing accounting practices or make any material tax election inconsistent with past practice.

- (iii) take all necessary steps to amalgamate Desert Lion with Camex Subco;
- (iv) use all reasonable efforts and cooperate with each other to obtain, all consents, waivers, approvals, and authorizations which may be necessary to effect the Business Combination including, without limitation, obtaining those consents, waivers, approvals, and authorizations described in the Amalgamation Agreement;
- (v) promptly execute and file, or join in the execution and filing of, any application or other document that may be necessary in order to obtain the authorization, approval or consent of any governmental entity which may be reasonably required, or which any other party may reasonably request in connection with the consummation of the transactions contemplated by the Amalgamation Agreement;
- (vi) vigorously defend, or shall cause to be vigorously defended, any lawsuits or other legal proceedings brought against Camex, Desert Lion, or any Camex Subsidiary or Desert Lion Namibia, as the case may be, or their respective officers, directors or shareholders, challenging the Amalgamation Agreement or the completion of the Business Combination. Neither Camex, Camex Subco nor Desert Lion shall compromise or settle any claim brought in connection with the Business Combination, without the prior written consent of the other party; and
- (vii) not take any action, refrain from taking any action (subject to commercially reasonable efforts) or permit any action to be taken or not taken, inconsistent with the provisions of the Amalgamation Agreement or which would or could reasonably be expected to materially impede the completion of the transactions contemplated hereby or which would or could reasonably be expected to have a material adverse effect on such party.

In addition, each of Desert Lion and Camex have agreed to perform all of their respective obligations required to be performed by them under the Amalgamation Agreement, co-operate with each other in connection therewith, and do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable, the transactions contemplated in the Amalgamation Agreement.

Camex Covenants

Except as contemplated by the Amalgamation Agreement or as disclosed to the other party in writing or as Desert Lion may agree in writing, Camex and Camex Subco shall not, and shall cause Camex Subco not to:

- (i) issue or agree to issue any securities except pursuant to the exercise of currently outstanding options and warrants;
- (ii) incur, guarantee, assume or modify any additional indebtedness for borrowed money in an aggregate amount in excess of \$5,000 in the ordinary course of business;
- (iii) other than pursuant to obligations or rights under existing written contracts, agreements and commitments, sell, lease or otherwise dispose of any material property or assets or enter into any agreement or commitment in respect of any of the foregoing;
- (iv) acquire or agree to acquire any corporation or other entity (or material interest therein) or division of any corporation or other entity or material assets;
- (v) enter into, without prior consultation with and consent of Desert Lion, new commitments of a capital expenditure nature or incur any new contingent liabilities other than (A) expenditures required by law; (B) expenditures made in connection with transactions contemplated in the Amalgamation Agreement; and (C) expenditures required to prevent the occurrence of a material adverse effect; and

- (vi) enter into or modify any employment, consulting, severance, collective bargaining or similar agreement, policy or arrangement with, or grant any bonus, salary increase, option to purchase shares, pension or supplemental pension benefit, profit sharing, retirement allowance, deferred compensation, incentive compensation, severance, change of control or termination pay to, or make any loan to, any officer, director, employee or consultant of Camex or Camex Subco.

Desert Lion Covenants

Except as contemplated by the Amalgamation Agreement or as disclosed to Camex in writing or as Camex may agree in writing, Desert Lion shall not, and shall cause Desert Lion Namibia not to:

- (i) issue or agree to issue any securities except pursuant to the Financing or otherwise as contemplated by the Share Purchase Agreement, and except pursuant to the exercise of currently outstanding options and warrants;
- (ii) other than in connection with the sale of lepidolite stockpiles of waste rock and/or fines from the historic flotation plant at the Desert Lion Project, incur, guarantee, assume or modify any additional indebtedness for borrowed money in an aggregate amount in excess of \$1,000,000 in the ordinary course of business;
- (iii) other than in connection with the sale of lepidolite stockpiles of waste rock and/or fines from the historic flotation plant at the Desert Lion Project or otherwise pursuant to obligations or rights under existing written contracts, agreements and commitments, sell, lease or otherwise dispose of any material property or assets or enter into any agreement or commitment in respect of any of the foregoing;
- (iv) other than pursuant to the Helikon Agreement or otherwise without the prior written consent of Camex, such consent not to be unreasonably withheld, acquire or agree to acquire any corporation or other entity (or material interest therein) or division of any corporation or other entity or material assets;
- (v) other than pursuant to the Helikon Agreement or in connection with the sale of lepidolite stockpiles of waste rock and/or fines from the historic flotation plant at the Desert Lion Project, enter into new commitments of a capital expenditure nature or incur any new contingent liabilities other than (A) expenditures required by law; (B) expenditures made in connection with transactions contemplated in the Amalgamation Agreement; and (C) expenditures required to prevent the occurrence of a material adverse effect; and
- (vi) enter into or modify any employment, consulting, severance, collective bargaining or similar agreement, policy or arrangement with, or grant any option to purchase shares, pension or supplemental pension benefit, profit sharing, retirement allowance, deferred compensation, incentive compensation, severance, change of control or termination pay to, or make any loan to, any officer, director, employee or consultant of Desert Lion or Desert Lion Namibia.

Non-Solicitation Covenant

Each of Desert Lion and Camex has agreed to immediately cease and cause to be terminated any solicitation, encouragement, activity, discussion or negotiation with any parties that may be ongoing with respect to an Acquisition Proposal whether or not initiated by Desert Lion or Camex, as the case may be, and to request the return of information regarding Desert Lion or Camex, as the case may be, previously provided to such parties and to request the destruction of all materials including or incorporating any confidential information regarding Desert Lion or Camex. Each of Desert Lion and Camex has agreed not to release any third party from any confidentiality agreement relating to a

potential Acquisition Proposal or any standstill or similar agreement or obligation to which such third party is a party or by which such third party is bound.

Subject to the terms of the Amalgamation Agreement, each of Desert Lion and Camex has agreed that it shall not, and shall not authorize or permit any of its subsidiaries or their respective officers, directors, employees, representatives, advisors or agents or its subsidiaries, directly or indirectly, to:

- (i) make, solicit, initiate, entertain, encourage, promote or facilitate, including by way of furnishing information, permitting any visit to its facilities or properties or entering into any form of agreement, arrangement or understanding, any inquiries or the making of any proposals regarding an Acquisition Proposal or that may be reasonably be expected to lead to an Acquisition Proposal;
- (ii) participate, directly or indirectly, in any discussions or negotiations regarding, or furnish to any person any information or otherwise co-operate with, respond to, assist or participate in any Acquisition Proposal or potential Acquisition Proposal;
- (iii) remain neutral with respect to, or agree to, approve or recommend or propose publicly to agree to, approve or recommend any Acquisition Proposal or potential Acquisition Proposal (it being understood that publicly taking no position or a neutral position with respect to an Acquisition Proposal until five business days following formal announcement of such Acquisition Proposal shall not be considered to be a violation of this covenant);
- (iv) withdraw, modify, qualify or change in a manner adverse to Camex or Desert Lion, respectively, or publicly propose to or publicly state that it intends to withdraw, modify, qualify or change in a manner adverse to Camex or Desert Lion, respectively, the approval, recommendation or declaration of advisability of its board of directors of the Business Combination (a “**Change in Recommendation**”) (it being understood that failing to affirm the approval or recommendation of its board of directors of the Business Combination within five business days after an Acquisition Proposal relating to such party has been publicly announced and, in circumstances where no Acquisition Proposal has been made, within five business days of being requested to do so by Camex or Desert Lion, as the case may be, shall be considered an adverse modification);
- (v) enter into any agreement, arrangement or understanding related to any Acquisition Proposal or requiring it to abandon, terminate or fail to consummate the Business Combination or providing for the payment of any break, termination or other fees or expenses to any person in the event that the Business Combination is completed or any other transaction agreed to prior to any termination of this agreement; or
- (vi) make any public announcement or take any other action inconsistent with the recommendation of its board of directors to approve the Business Combination.

However, the Desert Lion Board or Camex Board, as the case may be, may consider, participate in any discussions or negotiations with and provide information to, any person who has delivered a written Acquisition Proposal which was not solicited or encouraged by Desert Lion or Camex, as the case may be, after the date of the Amalgamation Agreement and did not otherwise result from a breach of the foregoing restrictions by Desert Lion or Camex, as the case may be, and that its board of directors determines in good faith, after consultation with its financial advisor and outside legal counsel, may reasonably be expected to constitute a Superior Proposal provided, however, that prior to taking any such action the Desert Lion Board or Camex Board, as the case may be, determines in good faith, after consultation with outside counsel, that it is necessary to take such action in order to discharge properly its fiduciary duties, and if Desert Lion or Camex, as the case may be, provides confidential non-public information to such person, Desert Lion or Camex, as the case may be, obtains a confidentiality and standstill agreement from the person making such Acquisition Proposal, and otherwise on terms no more favourable to such person than the confidentiality agreement between the parties to the Amalgamation Agreement and including a standstill provision provided, however, that it shall not preclude such person from making an Acquisition Proposal.

If Desert Lion or Camex, as the case may be, receives a request for material non-public information from a person who proposes to make an Acquisition Proposal and the Desert Lion Board or Camex Board, as the case may be, determines in good faith that such Acquisition Proposal, if made, could reasonably be expected to lead to a Superior Proposal and provided that Desert Lion or Camex, as the case may be, obtains a confidentiality and standstill agreement from the person making such Acquisition Proposal that is substantially the same as the confidentiality agreement between the parties to the Amalgamation Agreement, and otherwise on terms no more favourable to such person than such confidentiality agreement including a standstill provision at least as stringent as contained in such confidentiality agreement provided, however, that it shall not preclude such person from making an Acquisition Proposal, Desert Lion or Camex, as the case may be, shall be permitted to provide such person with access to information regarding Desert Lion or Camex, respectively; provided that Desert Lion or Camex, as the case may be, sends a copy of any such confidentiality agreement to the other party to the Amalgamation Agreement promptly upon its execution and the other party is provided with a list of the information provided to such person and is immediately provided with access to similar information to which such person was provided; nothing contained in the Amalgamation Agreement prohibits the Desert Lion Board or Camex Board, as the case may be from making a Change in Recommendation or from making any disclosure to its shareholders if, in the good faith judgment of the Board of Directors, after consultation with outside counsel, such action is necessary for the Board of Directors to act in a manner consistent with its fiduciary duties or is otherwise required under applicable laws, provided that in the case of a proposal to make a Change in Recommendation that does not relate to a Superior Proposal and except as may otherwise be necessary for its Board of Directors to act in a manner consistent with its fiduciary duties, not less than 48 hours before its Board of Directors considers any such proposal, Desert Lion or Camex shall give the other party written notice of such proposal and promptly advise the other party of its Board of Directors' intention to consider such proposal.

Desert Lion and Camex agree to promptly (and in any event within 24 hours) notify the other party, at first orally and then in writing, of any proposals, offers or written inquiries relating to or constituting an Acquisition Proposal, or any request for non-public information relating to Desert Lion or Camex, as the case may be, or any of its subsidiaries. Such notice shall include a description of the terms and conditions of any proposal, inquiry or offer, the identity of the person making such proposal, inquiry or offer and provide such other details of the proposal, inquiry or offer as the receiving party may reasonably request. Desert Lion and Camex agree to keep the other party fully informed on a prompt basis of the status, including any change to the material terms, of any such inquiry, proposal or offer.

Desert Lion and Camex shall ensure that their respective officers, directors and employees and subsidiaries and their respective officers, directors, employees and any financial advisors or other advisors or representatives retained by them are aware of the covenants regarding non-solicitation and Acquisition Proposals, and shall be responsible for any breach of such covenants by such officers, directors, financial advisors or other advisors or representatives.

Right to Accept a Superior Proposal

If Desert Lion or Camex, as the case may be, has complied with the provisions of the Amalgamation Agreement relating to Acquisition Proposals, such party may accept, approve, recommend or enter into any agreement, understanding or arrangement in respect of a Superior Proposal received prior to the date of approval of the Business Combination by its shareholders and terminate the Amalgamation Agreement if, and only if:

- (i) such party has provided the other party with a copy of the Superior Proposal document;
- (ii) such party has provided the other party with the information regarding such Superior Proposal as required by the Amalgamation Agreement;
- (iii) the Board of Directors of such party has determined in good faith after consultation with outside legal counsel and its financial advisors that it is necessary in order for the Board of Directors to properly discharge its fiduciary duties to withdraw or modify its approval or recommendation of the Amalgamation Agreement and to approve or recommend such Superior Proposal; and

- (iv) four business days shall have elapsed from the later of the date the other party received written notice (a “**Superior Proposal Notice**”) advising it that the initial party’s Board of Directors has resolved to accept, approve, recommend or enter into an agreement in respect of such Superior Proposal, and the date the initial party received a copy of such Superior Proposal document.

In the event that a party provides the other party with a Superior Proposal Notice on a date that is less than seven business days prior to its meeting of shareholders, then such party shall, at the request of the other party, adjourn such meeting to a date that is not less than five business days and not more than 15 days after the date of the Superior Proposal Notice. If the Circular has been sent to the shareholders of the initial party prior to the expiry of the four business day period referred to above and, during such period, the other party requests in writing that the special meeting of shareholders of the initial party proceed, unless otherwise ordered by a court, such party shall continue to take all reasonable steps necessary to hold its special meeting and to cause the Business Combination to be voted on at such meeting.

During the four business day period referred to above, Desert Lion and Camex agree that the other party shall have the right, but not the obligation, to offer in writing to amend the terms of the Amalgamation Agreement, which offer must be received by the initial party prior to 5:00 p.m. (Toronto time) on the fourth business day of such period in order for such offer to comply with the requirements of the Amalgamation Agreement.

The Board of Directors of Desert Lion or Camex, as the case may be, will review any written proposal by the other party to amend the terms of the Business Combination in good faith in order to determine, in its discretion in the exercise of its fiduciary duties, whether the amended Business Combination would, if accepted, cause the proposed Acquisition Proposal to no longer constitute a Superior Proposal. If the Board of Directors of Desert Lion or Camex, as the case may be, so determines, it will enter into an amended agreement with the other party reflecting the amended proposal. If the Board of Directors of Desert Lion or Camex, as the case may be, does not so determine, the other party may accept, approve, recommend or enter into an agreement, understanding or arrangement in respect of such Superior Proposal.

Each party also acknowledges and agrees that each successive material modification of any Acquisition Proposal shall constitute a new Acquisition Proposal for the purposes of the requirements under the Amalgamation Agreement and will initiate an additional four business day notice period.

Conditions to the Business Combination

The obligations of Camex and Desert Lion to complete the Business Combination are subject to the satisfaction of certain mutual conditions, including, among others:

- (i) all consents, waivers, permits, exemptions, orders, consents and approvals required to permit the completion of the Business Combination, the failure of which to obtain could reasonably be expected to have a material adverse effect on Desert Lion or Camex, as the case may be or materially impede the completion of the Business Combination, shall have been obtained;
- (ii) no temporary restraining order, preliminary injunction, permanent injunction or other order preventing the consummation of the Business Combination shall have been issued by any federal, state, or provincial court (whether domestic or foreign) having jurisdiction and remain in effect;
- (iii) the New Camex Shares to be issued pursuant to the Business Combination shall have been approved for listing on the TSXV, subject to normal conditions on the Effective Date or as soon as practicable thereafter;

- (iv) on the Effective Date, no cease trade order or similar restraining order of any other provincial securities administrator relating to the Camex Shares, the New Camex Shares, the Desert Lion Shares or the Amalco Shares shall be in effect;
- (v) there shall not be pending or threatened any suit, action or proceeding by any governmental entity, before any court or governmental authority, agency or tribunal, domestic or foreign, that has a significant likelihood of success, seeking to restrain or prohibit the consummation of the Business Combination or any of the other transactions contemplated by the Amalgamation Agreement or seeking to obtain from Camex or Desert Lion any damages that are material in relation to Camex, Desert Lion and their subsidiaries taken as a whole; and
- (vi) the distribution of Amalco Shares and New Camex Shares pursuant to the Business Combination shall be exempt from the prospectus and registration requirements of applicable Canadian securities laws either by virtue of exemptive relief from the securities regulatory authorities of each of the provinces of Canada or by virtue of applicable exemptions under Canadian securities laws and shall not be subject to resale restrictions under applicable Canadian securities laws (other than as applicable to control persons).

The obligations of Camex to complete the Business Combination are subject to the satisfaction of certain additional conditions in its favour, including, among others:

- (i) the representations and warranties of Desert Lion set forth in the Amalgamation Agreement qualified as to materiality shall be true and correct, and the representations and warranties not so qualified shall be true and correct in all material respects as of the date of the Amalgamation Agreement and on the Effective Date as if made on the Effective Date, except for such representations and warranties made expressly as of a specified date which shall be true and correct in all material respects as of such date and Camex shall have received a certificate signed on behalf of Desert Lion by an executive officer thereof to such effect dated as of the Effective Date;
- (ii) Desert Lion shall have performed and complied in all material respects with all covenants and agreements required by the Amalgamation Agreement to be performed or complied with by it prior to or on the Effective Date and Camex shall have received a certificate signed on behalf of Desert Lion by an executive officer thereof to such effect dated as of the Effective Date;
- (iii) there shall not have occurred any Material Adverse Change to Desert Lion and its subsidiaries since the date of the Amalgamation Agreement and Camex shall have received a certificate signed on behalf of Desert Lion by an executive officer thereof to such effect dated as of the Effective Date;
- (iv) current officers and/or employees of Desert Lion shall have duly waived any termination, or change of control payments triggered upon completion of the Business Combination; and
- (v) the Desert Lion Shareholders shall have approved the Amalgamation Resolution and Camex shall have received a certificate signed on behalf of Desert Lion by an executive officer thereof to such effect dated as of the Effective Date.

The obligations of Desert Lion to complete the Business Combination are subject to the satisfaction of certain additional conditions in its favour, including, among others:

- (i) the representations and warranties of Camex and Camex Subco set forth in the Amalgamation Agreement qualified as to materiality shall be true and correct, and the representations and warranties not so qualified shall be true and correct in all material

respects as of the date of the Amalgamation Agreement and on the Effective Date as if made on the Effective Date, except for such representations and warranties made expressly as of a specified date which shall be true and correct in all material respects as of such date and Desert Lion shall have received a certificate signed on behalf of Camex and Camex Subco, respectively, by an executive officer thereof to such effect dated as of the Effective Date;

- (ii) each of Camex and Camex Subco shall have performed and complied in all material respects with all covenants and agreements required by the Amalgamation Agreement to be performed or complied with by it prior to or on the Effective Date and Desert Lion shall have received a certificate signed on behalf of Camex and Camex Subco by an executive officer thereof to such effect dated as of the Effective Date;
- (iii) there shall not have occurred any Material Adverse Change to Camex and its subsidiaries since the date of the Amalgamation Agreement and Desert Lion shall have received certificates signed on behalf of Camex and Camex Subco, respectively, by an executive officer thereof to such effect dated as of the Effective Date;
- (iv) the Camex Shareholders shall have approved the the Consolidation Resolution, the Name Change, the Continuance Resolution, the Camex Board Resolution, the election of Board Nominees, the By-law Resolution and the Stock Option Plan Resolution at the Camex Meeting and Desert Lion shall have received certificates signed on behalf of Camex by an executive officer thereof to such effect dated as of the Effective Date;
- (v) current officers and/or employees of Camex shall have duly waived any termination, or change of control payments triggered upon completion of the Business Combination;
- (vi) each of the directors and officers of Camex shall have tendered their resignations (in the case of the directors, in a manner that allows for the orderly replacement of directors on the Effective Date) and provided releases in a form acceptable to Desert Lion;
- (vii) Camex Dissent Rights shall have been exercised in respect of no more than 5% of the issued and outstanding Camex Shares;
- (viii) Camex shall have filed Articles of Amendment in accordance with the BCBCA giving effect to the Consolidation and the Name Change, and the Consolidation and the Name Change shall be effective;
- (ix) Camex shall have filed Articles of Continuance in accordance with the OBCA in respect of the Continuance and the Continuance shall be effective;
- (x) Desert Lion shall be satisfied that the exchange of New Camex Shares for Desert Lion Shares shall be qualified or exempt from registration or qualification under all applicable United States federal and state securities laws; and
- (xi) Desert Lion shall have received corporate and securities opinions in form and substance satisfactory to Desert Lion and their counsel, acting reasonably, addressed to Desert Lion.

The Amalgamation Agreement provides that, if any condition to the completion of the Business Combination is not satisfied or waived by the applicable party on or before the Termination Date (or any earlier date by which such condition is required to be satisfied), then the party entitled to the benefit of such condition may terminate the Amalgamation Agreement, except where such failure is the result of a breach of the Amalgamation Agreement by such party.

Termination

The Amalgamation Agreement may be terminated at any time prior to the Effective Date:

- (i) by mutual written consent of Camex, Camex Subco and Desert Lion;
- (ii) by a party if a condition in its favour or a mutual condition is not satisfied by the Termination Date;
- (iii) by Camex or Desert Lion if there has been a breach of any of the representations, warranties, covenants and agreements on the part of the other party set forth in the Amalgamation Agreement, which breach has or is likely to result in the failure of the conditions set forth in Section 7.1, 8.1, or 9.1 of the Amalgamation Agreement, as the case may be, to be satisfied and in each case has not been cured within five business days following receipt by the breaching party of notice of such breach from the non-breaching party;
- (iv) by any party if any permanent order, decree, ruling or other action of a court or other competent authority restraining, enjoining or otherwise preventing the consummation of the Business Combination shall have become final and non-appealable;
- (v) by Camex or Desert Lion if:
 - (a) the other party or the Board of Directors of such other party, or any committee thereof, withdraws or modifies in a manner adverse to the initial party, its approval of the Amalgamation Agreement or its recommendation to vote in favour of the Business Combination;
 - (b) the other party or the Board of Directors of such other party, or any committee thereof, has approved or recommended an Acquisition Proposal;
 - (c) the other party shall have entered into a definitive agreement with respect to a Superior Proposal;
 - (d) in order for such party to enter into a definitive written agreement with respect to a Superior Proposal, subject to compliance with the Amalgamation Agreement;
 - (e) the Amalgamation Resolution is not approved by the Desert Lion Shareholders;
 - (f) the Reverse Take-Over Resolution, the Consolidation Resolution, the Camex Board Resolution, the Continuance Resolution, or the Stock Option Plan Resolution is not approved by the Camex Shareholders;
- (vi) by Camex or Desert Lion if the Amalgamation is not completed by the Termination Date provided that the party then seeking to terminate the Amalgamation Agreement is not then in default of any of its obligations under the Amalgamation Agreement; or
- (vii) by Camex or Desert Lion if the other party has breached the non-solicitation covenant in the Amalgamation Agreement in any material manner.

THE FINANCING

Desert Lion has completed a non-brokered private placement (the “**Unit Offering**”) of an aggregate of 5,973,169 Desert Lion Units at a price of \$1.82 per Desert Lion Unit for gross proceeds to Desert Lion of \$10,871,167. Each Desert Lion Unit is comprised of one Desert Lion Share and three-quarters of one Desert Lion Unit Warrant.

Each Desert Lion Unit Warrant is exercisable to acquire one Desert Lion share at a price of \$2.28 until the date that is 24 months following closing of the applicable closing date.

In connection with the Unit Offering, the Company paid a cash fee to certain finders of \$439,732.12, representing 6% of the gross proceeds raised from the sale of the Desert Lion Units to certain subscribers referred to the Company by such finders. As additional consideration, the Company issued 241,609 compensation options (each a “**Unit Compensation Option**”), representing 6% of the Desert Lion Units sold to certain subscribers sourced and referred to the Company by the finder pursuant to the Unit Offering. Each Unit Compensation Option issued in connection with the Unit Offering will entitle the holder thereof to acquire one Desert Lion Share and three-quarters of a Desert Lion Unit Warrant (each whole warrant, a “**Unit Compensation Warrant**”) at a price of \$1.82 per Unit Compensation Option until the date that is 24 months following closing of the Unit Offering. Each Unit Compensation Warrant entitles the holder thereof to acquire one Desert Lion Share (a “**Unit Compensation Warrant Share**”) at a price of \$2.28 until the date that is 24 months following closing of the applicable closing date.

In addition, Desert Lion engaged Haywood as lead agent on behalf of a syndicate of Agents, including Eight Capital, to complete a private placement of Subscription Receipts at a price of \$1.82 per Subscription Receipt, (the “**Brokered SR Offering**”). Pursuant to the Brokered SR Offering, Desert Lion issued 3,734,749 Subscription Receipts for gross proceeds of \$6,797,243. Desert Lion also completed a concurrent non-brokered private placement (the “**Non Brokered SR Offering**” and together with the Brokered SR Offering, the “**SR Offering**”) of 1,666,458 Subscription Receipts for gross proceeds of \$3,032,953 on the same terms as the Brokered SR Offering. Upon satisfaction of the Escrow Release Conditions, each Subscription Receipt will be automatically converted without any further consideration or action by the holder thereof into one Desert Lion Share and one-quarter of one common share purchase warrant of Desert Lion (each whole warrant, a “**Desert Lion SR Warrant**”). Each Desert Lion SR Warrant is exercisable to acquire one Desert Lion Share at a price of \$2.28 until December 13, 2019. A total of 5,401,207 Subscription Receipts were issued pursuant to the SR Offering for total gross proceeds of \$9,830,196.

Each Subscription Receipt will be automatically converted into one Desert Lion Share and one-quarter of one Desert Lion SR Warrant immediately prior to the Effective Time of the Amalgamation, without payment of additional consideration or further action on the part of the holder.

The gross proceeds of the SR Offering, less 50% of Agents’ commission and all of the expenses of the Agents incurred in connection with the Brokered SR Offering, are being held in escrow by the Escrow Agent. The funds held in escrow by the Escrow Agent, together with all interest and other income earned thereon, are referred to herein as the “**Escrowed Funds**”. Provided that the Escrow Release Conditions are satisfied prior to April 12, 2018 (the “**Escrow Release Deadline**”), the Escrowed Funds will be released from escrow by the Escrow Agent to: (a) the Agents, in an amount equal to the 50% of the Agents’ commission and any expenses incurred by the Agents and not already paid by Desert Lion in connection with the Brokered SR Offering; and (b) Desert Lion, in an amount equal to the Escrowed Funds, less the foregoing deductions.

If the Escrow Release Conditions have not been satisfied on or prior to the Escrow Release Deadline, the Escrowed Funds, together with any interest accrued thereon, shall be returned to the holders of the Subscription Receipts on a pro rata basis and the Subscription Receipts shall thereafter be cancelled. Desert Lion has agreed that it shall be responsible and liable to the holders of the Subscription Receipts for any shortfall between the aggregate Subscription Receipt price paid by the original purchasers of the Subscription Receipts and the amount of the Escrowed Funds.

In connection with the Brokered SR Offering, the Company paid a cash fee to the Agents equal to \$335,834.56, being 6% of the gross proceeds raised from the sale of the Subscription Receipts pursuant to the Brokered SR Offering in accordance with the terms of the Agency Agreement, 50% of which was delivered to the Agents on closing and 50% of which will be delivered to the Agents upon satisfaction of the Escrow Release Conditions. In addition, the Agents received an aggregate of 224,084 compensation options (each a “**SR Compensation Option**”) representing 6% of the Subscription Receipts sold pursuant to the Brokered SR Offering in accordance with the terms of the Agency Agreement. Each SR Compensation Option issued in connection with the Brokered SR Offering entitles the holder thereof to acquire one Desert Lion Share (a “**SR Compensation Share**”) and one-quarter of a Desert Lion Unit Warrant (each whole warrant, a “**SR Compensation Warrant**”) at a price of \$1.82 per SR Compensation Option

until December 13, 2019. Each SR Compensation Warrant entitles the holder thereof to acquire one Desert Lion Share (a “**SR Compensation Warrant Share**”) at a price of \$2.28 until December 13, 2019.

In connection with the Non-Brokered SR Offering, Desert Lion also paid an aggregate of \$148,747.37 to certain finders, representing 6% of the gross proceeds raised from the sale of the Subscription Receipts pursuant to the Non-Brokered SR Offering to subscribers referred to Desert Lion by such finders. In addition, the finders received an aggregate of 83,210 SR Compensation Options representing 6% of the Subscription Receipts sold pursuant to the Non-Brokered SR Offering to subscribers referred to Desert Lion by such finders.

TAX CONSIDERATIONS

Canadian Federal Income Tax Considerations

The following is, as of the date hereof, a summary of the principal Canadian federal income tax considerations under the Tax Act relating to the Amalgamation generally applicable to a Desert Lion Shareholder who, for purposes of the Tax Act and at all relevant times, (i) is or is deemed to be resident in Canada, (ii) deals at arm’s length with Desert Lion, Camex Subco, Amalco and Camex, (iii) is not affiliated with Desert Lion, Camex Subco, Amalco or Camex, and (iv) holds all Desert Lion Shares, and will hold all New Camex Shares acquired on the Amalgamation, as capital property (each such Desert Lion Shareholder, a “**Holder**”).

Desert Lion Shares and New Camex Shares will generally be considered to be capital property of the holder unless the holder holds the shares in the course of carrying on a business of trading or dealing in securities or acquired the shares in one or more transactions considered to be an adventure in the nature of trade. Certain holders whose Desert Lion Shares or New Camex Shares might not otherwise qualify as capital property may, in certain circumstances, be entitled to make an irrevocable election under subsection 39(4) of the Tax Act to have such shares and every other “Canadian security” (as defined in the Tax Act) owned by such holder in the taxation year of the election, and in all subsequent taxation years, deemed to be capital property. Such holders should consult their own tax advisors regarding whether an election under subsection 39(4) of the Tax Act is available and advisable in their particular circumstances.

This summary is based on the current provisions of the Tax Act as of the date of this Circular and the current published administrative policies and assessing practices of the Canada Revenue Agency (the “**CRA**”) made available publicly prior to the date of this Circular. This summary also takes into account all specific proposals to amend the Tax Act which have been publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof (the “**Proposed Amendments**”) and assumes all such Proposed Amendments will be enacted in their present form, although no assurances can be given in this regard. Except for the Proposed Amendments, this summary does not take into account or anticipate any changes in law, whether by judicial, governmental or legislative action or decision, or changes in the administrative policies and assessing practices of the CRA, nor does it take into account provincial, territorial or foreign income tax legislation or considerations, which may differ significantly from the Canadian federal income tax considerations discussed herein.

This summary is not applicable to a Holder (i) that is a “financial institution” as defined in the Tax Act for the purposes of the “mark-to-market property” rules, (ii) an interest in which is a “tax shelter investment” as defined in the Tax Act, (iii) that is a “specified financial institution” or “restricted financial institution” both as defined in the Tax Act, (iv) to whom the “functional currency” reporting rules contained in section 261 of the Tax Act apply, (v) that has entered into, or will enter into, a “derivative forward agreement” as defined in the Tax Act with respect to the Desert Lion Shares or the Camex Shares, or (vi) who acquired their Desert Lion Shares on the exercise of an employee stock option. Additional considerations, not discussed herein, may be applicable to a Holder that is a corporation resident in Canada and is, or becomes, controlled by a non-resident corporation for purposes of the “foreign affiliate dumping” rules in Section 212.3 of the Tax Act. Such Holders should consult their own tax advisors as to the tax consequences of the Amalgamation and the other transactions/events described in this Circular applicable to them.

This summary does not address the tax considerations relevant to holders of Desert Lion Warrants or Desert Lion Options. As a consequence, holders of Desert Lion Warrants or Desert Lion Options are strongly

urged to consult their own tax advisors to determine the tax consequences of the Amalgamation and the other transactions/events described in this Circular in their particular circumstances.

This summary is of a general nature only and is not exhaustive of all possible relevant Canadian federal income tax considerations. This summary is not, and should not be construed as, legal or tax advice to any particular Holder and no representations with respect to the tax consequences to any particular Holder are made. Accordingly, Holders are urged to consult their own tax advisors with respect to the Canadian federal income tax consequences of the Amalgamation and the other transactions/events described in this Circular having regard to their particular circumstances.

Amalgamation of Desert Lion and Camex Subco

A Holder who receives New Camex Shares in exchange for Desert Lion Shares on the Amalgamation will not realize any capital gain (or capital loss) as a result of the exchange. Such Holder will be deemed to dispose of its Desert Lion Shares for proceeds of disposition equal to the adjusted cost base of such Desert Lion Shares immediately before the Amalgamation and to have acquired the New Camex Shares at an aggregate cost equal to such proceeds of disposition.

For the purpose of determining at any time the adjusted cost base of the New Camex Shares acquired by a Holder on the Amalgamation, the cost of such shares must be averaged with the adjusted cost base to the Holder of all other New Camex Shares held by the Holder as capital property at that time.

Dividends on New Camex Shares

A Holder will be required to include in computing its income for a taxation year any taxable dividends received or deemed to be received on such Holder's New Camex Shares.

A Holder who is an individual will be subject to the gross-up and dividend tax credit rules applicable to taxable dividends received from taxable Canadian corporations, including the enhanced gross-up and dividend tax credit applicable to any dividends designated by Camex as an "eligible dividend" for purposes of the Tax Act with respect to any dividends paid on the New Camex Shares.

A Holder that is a corporation generally will be entitled to deduct in computing its taxable income an amount equal to the amount of the taxable dividend included in its income. A "private corporation" or a "subject corporation" (each as defined in the Tax Act) may be liable under Part IV of the Tax Act to pay a refundable tax on any dividend that it receives, to the extent that the dividend is deductible in computing the corporation's taxable income.

In certain circumstances, subsection 55(2) of the Tax Act will treat a taxable dividend received by a Canadian resident corporation as proceeds of disposition or a capital gain. Holders that are corporations should consult their own tax advisors with respect to the potential application of subsection 55(2) of the Tax Act to such dividends.

Disposition of New Camex Shares

A disposition or deemed disposition of New Camex Shares by a Holder will generally give rise to a capital gain (or capital loss) to the extent that the proceeds of disposition, net of any reasonable costs of disposition, exceed (or are less than) the adjusted cost base to the Holder of the New Camex Share immediately before the disposition.

Capital Gains and Capital Losses

Generally, a Holder will be required to include in computing its income for a taxation year one-half of the amount of any capital gain (a "taxable capital gain") realized by it in that year. A Holder will generally be required to deduct one-half of the amount of any capital loss (an "allowable capital loss") realized in a taxation year from taxable capital gains realized by the Holder in that year. Allowable capital losses for a taxation year in excess of taxable capital gains for that year generally may be carried back and deducted in any of the three preceding taxation years or

carried forward and deducted in any subsequent taxation year against net taxable capital gains realized in such years, to the extent and under the circumstances described in the Tax Act.

A Holder that, throughout the relevant taxation year, is a “Canadian-controlled private corporation” may be liable to pay an additional refundable tax on its “aggregate investment income”, including any taxable capital gains.

If the Holder is a corporation, the amount of any capital loss realized on a disposition or deemed disposition of a Camex Share may be reduced by the amount of dividends received or deemed to have been received by it on such share (and in certain circumstances a share exchanged for such share) to the extent and under circumstances described in the Tax Act. Similar rules may apply where a corporation is a member of a partnership or a beneficiary of a trust that owns such shares or where a trust or partnership of which a corporation is a beneficiary or a member is a member of a partnership or a beneficiary of a trust that owns any such shares. Holders to whom these rules may be relevant should consult their own tax advisors.

Alternative Minimum Tax

Capital gains realized and dividends received by a Holder that is an individual or a trust, other than certain specified trusts, may give rise to alternative minimum tax under the Tax Act. Holders should consult their own tax advisors with respect to the application of the alternative minimum tax rules.

Dissenting Holders

A Holder who validly exercises their dissent rights (a “**Dissenting Holder**”) will be entitled to be paid the fair value of their or its Desert Lion Shares on or after the Effective Time in accordance with the Desert Lion Dissent Rights, and will receive a cash payment in respect of the fair value of the Dissenting Holder’s Desert Lion Shares. Such a Dissenting Holder will be considered to have disposed of their or its Desert Lion Shares for proceeds of disposition equal to the amount received by the Dissenting Holder (less any interest awarded by a court). Based on CRA’s published administrative policy, such Dissenting Holder should realize a capital gain (or a capital loss) equal to the amount by which the proceeds of disposition received, net of any reasonable cost of disposition, exceed (or are less than) the adjusted cost base to the Dissenting Holder of their or its Desert Lion Shares. See above under the headings “*Canadian Federal Income Tax Considerations – Capital Gains and Capital Losses*”.

Interest awarded to a Dissenting Holder by a court will be included in the Dissenting Holder’s income for the purposes of the Tax Act. A Dissenting Holder that, throughout the relevant taxation year, is a “Canadian-controlled private corporation” may be liable to pay an additional refundable tax on its “aggregate investment income”, including taxable capital gains and interest income.

A Holder who exercises their or its Desert Lion Dissent Rights but who is not ultimately determined to be entitled to be paid fair value for the Desert Lion Shares held by such Holder will be deemed to have participated in the Amalgamation and will receive New Camex Shares. See above under the headings “*Canadian Federal Income Tax Considerations – Amalgamation of Desert Lion and Camex Subco*”.

Eligibility for Investment

The New Camex Shares to be issued pursuant to the Amalgamation would, if issued on the date of this Circular, be “qualified investments” under the Tax Act for a trust governed by a registered retirement savings plan (an “**RRSP**”), registered retirement income fund (an “**RRIF**”), deferred profit sharing plan, registered education savings plan (an “**RESP**”), registered disability savings plan (an “**RDSP**”) and tax-free savings account (a “**TFSA**”), all as defined under the Tax Act, provided that, at all relevant times, the New Camex Shares are listed on a “designated stock exchange” as defined for purposes of the Tax Act (which currently includes Tier 1 and Tier 2 of the TSXV) or Camex qualifies as a “public corporation” as defined under the Tax Act.

Notwithstanding that a New Camex Share may be a “qualified investment” for a trust governed by a an RRSP, RRIF or TFSA (each a “**Registered Plan**”), the annuitant of an RRSP or RRIF or holder of a TFSA, as the case may be, will be subject to a penalty tax in respect of a New Camex Share held by the Registered Plan if such

Camex Share is a “prohibited investment” for the particular Registered Plan. The New Camex Shares will not be a prohibited investment for a Registered Plan provided the annuitant or the holder thereof, as the case may be, (i) deals at arm’s length with Camex for purposes of the Tax Act, and (ii) does not have a “significant interest” (as defined in subsection 207.01(4) of the Tax Act) in Camex. In addition, the New Camex Shares will not be a “prohibited investment” for a Registered Plan if such shares are “excluded property” as defined in the Tax Act for such RRSP, RRIF or TFSA. Under Proposed Amendments, the prohibited investment rules will also apply to RESPs and RDSPs. Holders should consult their own tax advisors to ensure that the New Camex Shares would not be a prohibited investment in their particular circumstances.

RISK FACTORS

In evaluating the Business Combination, Camex Shareholders and Desert Lion Shareholders should carefully consider the following risk factors relating to the Business Combination. These risk factors are not a definitive list of all risk factors associated with the Business Combination. Additional risks and uncertainties, including those currently unknown or considered immaterial by Camex and Desert Lion, may also adversely affect the New Camex Shares, the Desert Lion Shares and/or the business of the Resulting Issuer following completion of the Business Combination. In addition to the risk factors described elsewhere in this Circular, the following are additional and supplemental risk factors which Camex Shareholders should carefully consider before making a decision regarding approving the Camex Resolutions and which Desert Lion Shareholders should carefully consider before making a decision regarding approving the Amalgamation Resolution.

Risks Relating to the Business Combination

There can be no certainty that the Business Combination will be completed

Completion of the Business Combination is subject to a number of conditions, certain of which may be outside the control of both Camex and Desert Lion, including, without limitation, the requisite approvals of the Camex Shareholders and the Desert Lion Shareholders. There can be no assurance, nor can Camex or Desert Lion provide any assurance, that these conditions will be satisfied or, if satisfied, when they will be satisfied or that the Business Combination will be completed as currently contemplated or at all. The requirement to take certain actions or to agree to certain conditions to satisfy such requirements or obtain any such approvals may have a material adverse effect on the business and affairs of the Resulting Issuer or the trading price of the New Camex Shares.

If the Business Combination is not completed, the market price of the Camex Shares may decline to the extent that the current market price reflects a market assumption that the Business Combination will be completed and Camex’s businesses may suffer. In addition, Camex and Desert Lion will each remain liable for significant consulting, accounting and legal costs relating to the Business Combination and will not realize anticipated benefits of the Business Combination. If the Business Combination is not completed and the Camex Board decides to seek another merger or business combination, there can be no assurance that it will be able to find a party that will agree to equivalent or more attractive terms than those of the Amalgamation Agreement.

There is currently no market through which the Desert Lion Shares may be sold and there is no assurance that the Desert Lion Shares will be admitted to a listing or qualified for distribution in Canada or any other jurisdiction in the event that the Business Combination is not completed.

Possible termination of the Amalgamation Agreement

Each of Camex and Desert Lion has the right to terminate the Amalgamation Agreement and the Business Combination in certain circumstances. Accordingly, there is no certainty, nor can the Parties provide any assurance, that the Amalgamation Agreement will not be terminated by either Camex or Desert Lion before the completion of the Business Combination. See “*The Amalgamation Agreement – Termination*”.

Certain costs related to the Business Combination, such as legal, accounting and certain financial advisor fees must be paid by Camex and Desert Lion even if the Business Combination is not completed.

Following the completion of the Business Combination, the Resulting Issuer may issue additional equity securities

Following the completion of the Business Combination, the Resulting Issuer may issue equity securities to finance its activities. If the Resulting Issuer were to issue additional equity securities, the ownership interest of existing shareholders may be diluted and some or all of the Resulting Issuer's financial measures on a per share basis could be reduced. Moreover, as the Resulting Issuer's intention to issue additional equity securities becomes publicly known, the Resulting Issuer's share price may be materially adversely affected.

While the Business Combination is pending, Camex and Desert Lion are restricted from taking certain actions

The Amalgamation Agreement restricts Camex and Desert Lion from taking specified actions until the Business Combination is completed without the consent of the other party which may adversely affect the ability of each to execute certain business strategies, including, but not limited to, the ability in certain cases to enter into or amend contracts, acquire or dispose of assets, incur indebtedness or incur capital expenditures. These restrictions may prevent Camex and Desert Lion from pursuing attractive business opportunities that may arise prior to the completion of the Business Combination.

The pending Business Combination may divert the attention of Camex's and Desert Lion's management

The pendency of the Business Combination could cause the attention of Camex's and Desert Lion's management to be diverted from the day-to-day operations. These disruptions could be exacerbated by a delay in the completion of the Business Combination and could have an adverse effect on the business, operating results or prospects of Camex or Desert Lion regardless of whether the Business Combination is ultimately completed, or of the Resulting Issuer if the Business Combination is completed.

Risks Relating to the Business to be Carried on by the Resulting Issuer

Lithium demand

Lithium is considered an industrial mineral and the sales prices for the different lithium compounds are not public. Lithium is not a traded commodity like base and precious metals. Sales agreements are negotiated on an individual and private basis with each different end-user. In addition, there are a limited number of producers of lithium compounds and it is possible that these existing producers will try to prevent new-comers from entering the chain of supply by increasing their production capacity and lowering sales prices. Factors such as foreign currency fluctuation, supply and demand, industrial disruption and actual lithium market sale prices could have an adverse impact on operating costs and stock market prices and on the Resulting Issuer's ability to fund its activities. In each case, the economics of the Desert Lion Project could be materially adversely affected, including to be rendered uneconomic.

Fluctuating mineral prices

The mining industry is heavily dependent upon the market price of the metals or minerals being mined. There is no assurance that a profitable market will exist for the sale of the same. There can be no assurance that mineral prices will be such that the Resulting Issuer's properties can be mined at a profit. The price of the Resulting Issuer's securities and the financial results of the Resulting Issuer, like its mining activities, could undergo in the future, important negative effects because of the fall of the prices of minerals, resulting in an impact on the capacity of the Resulting Issuer to finance its activities.

Negative operating cash flows

Desert Lion has not generated any revenues since incorporation and, other than potential revenues generated from the sale of Material under the Jinhui Lithium Offtake Agreement, anticipates it will continue to have negative cash flow from operating activities in future periods until commercial production is achieved at the Desert Lion Project. Even if commercial operations are achieved at the Desert Lion Project, short-term operating factors relating

to the lithium deposits, such as the need for orderly development of the deposits or the processing of new or different grades of ore, may cause any mining operation to be unprofitable in any particular accounting period.

The exploration and development of the Desert Lion Project, and the construction of mining facilities and commencement of mining operations, will require substantial additional financing. As the Resulting Issuer will not have revenues, it will be dependent upon future financings to continue its plan of operation. Failure to obtain sufficient financing will result in a delay or indefinite postponement of exploration, development or production on the Desert Lion Project. Additional financing may not be available when needed or if available, the terms of such financing may not be favourable to the Resulting Issuer and might involve substantial dilution to existing shareholders. Failure to raise capital when needed would have a material adverse effect on the Resulting Issuer's business, financial condition and results of operations.

The Resulting Issuer will have a limited property portfolio and will be dependent upon the Desert Lion Project

On completion of the Business Combination, the Resulting Issuer will hold an interest in the Desert Lion Project. As a result, unless the Resulting Issuer acquires additional property interests, any adverse developments affecting these properties could have a material adverse effect upon the Resulting Issuer and would materially and adversely affect the potential future financial performance and results of operations of the Resulting Issuer.

Title to mineral holdings

The acquisition and maintenance of title to mineral properties is a very detailed and time-consuming process. While Desert Lion has reviewed and is satisfied with the title to the Desert Lion Project, and, to the best of its knowledge, such title is in good standing, there is no guarantee that title to the Desert Lion Project will not be challenged or impugned. Title insurance is generally not available for mineral properties and the Resulting Issuer's ability to ensure that it has obtained secure mine tenure may be severely constrained. Third parties may have valid claims underlying portions of the Resulting Issuer's interests, including prior unregistered liens, agreements, royalty transfers or claims or other encumbrances and title may be affected by, among other things, undetected defects.

Competition

The mining industry is intensely and increasingly competitive, and the Resulting Issuer will compete with many companies with greater financial resources and technical facilities than itself. Competition in the mining industry could adversely affect the Resulting Issuer's ability to develop the Desert Lion Project.

Dependence on key personnel

The Resulting Issuer will be dependent upon a number of key management personnel. The Resulting Issuer's ability to manage its operating, development, exploration and financing activities will depend in large part on the efforts of these individuals. As the Resulting Issuer's business grows, it will require additional key financial, administrative, mining, marketing and public relations personnel as well as additional staff for operations. The Resulting Issuer will face intense competition for qualified personnel, and there can be no assurance that the Resulting Issuer will be able to attract and retain such personnel. The loss of the services of one or more key employees or the failure to attract and retain new personnel could have a material adverse effect on the Resulting Issuer's ability to manage and expand the Resulting Issuer's business.

Potential Acquisitions

From time to time, the Resulting Issuer will examine opportunities to acquire additional mining assets and businesses. Any acquisition that the Resulting Issuer may choose to complete may be of a significant size, may change the scale of the Resulting Issuer's business and operations, and may expose the Resulting Issuer to new geographic, political, operating, financial and geological risks. The Resulting Issuer's success in its acquisition activities will depend on its ability to identify suitable acquisition candidates, negotiate acceptable terms for any such acquisition, and integrate the acquired operations successfully with those of the Resulting Issuer. Any acquisitions would be

accompanied by risks. There can be no assurance that the Resulting Issuer would be successful in overcoming these risks or any other problems encountered in connection with such acquisitions.

Project development and exploration

The development of the Desert Lion Project requires the construction of significant new facilities. The success of construction projects, plant expansions and the start-up of a new mine by the Resulting Issuer is subject to a number of risks and challenges including the availability and performance of engineering and construction contractors, suppliers and consultants, unforeseen geological formations, the implementation of new mining processes, the receipt of required governmental approvals and permits in connection with the construction of mining facilities and the conduct of mining operations, including environmental and operating permits, price escalation on all components of construction and start-up, engineering and mine design adjustments, the underlying characteristics, quality and unpredictability of the exact nature of mineralogy of a deposit and the consequent accurate understanding of ore or concentrate production, the successful completion and operation of haulage ramp and conveyors to move ore and other operational elements. Any delay in the performance of any one or more of the contractors, suppliers, consultants or other persons on which the Resulting Issuer is dependent in connection with its construction activities, a delay in or failure to receive the required governmental approvals and permits in a timely manner or on reasonable terms, or a delay in or failure in connection with the completion and successful operation of the operational elements in connection with the Desert Lion Project could delay or prevent the construction and start-up of the Desert Lion Project as planned and may result in additional costs being incurred by the Resulting Issuer beyond those budgeted. There can be no assurance that current or future construction and start-up plans implemented by the Resulting Issuer will be successful.

Governmental and environmental regulations, permits and licenses

The current operations of Desert Lion and anticipated future operations of the Resulting Issuer, including exploration, development activities and commencement of production for the Desert Lion Project are subject to laws and regulations governing prospecting, development, mining, production, exports, taxes, labour standards, occupational health, waste disposal, toxic substances, land use, environmental protection, mine safety and other matters. Companies engaged in exploration activities, and in the development and operation of mines and related facilities, generally experience increased costs and delays in production and other schedules as a result of the need to comply with applicable laws, regulations and permitting requirements. Failure to comply with applicable laws, regulations, and permitting requirements may result in enforcement actions thereunder, including orders issued by regulatory or judicial authorities causing operations to cease or be curtailed, and may include corrective measures requiring capital expenditures, installation of additional equipment, or remedial actions. Parties engaged in mining operations may be required to compensate those suffering loss or damage by reason of mining activities and may have civil or criminal fines or penalties imposed for violations of applicable laws or regulations and, in particular, environmental laws.

The Resulting Issuer will be subject to various laws and regulations governing the protection of the environment. Environmental legislation provides for restrictions and prohibitions on spills, releases or emissions of various substances produced in association with certain mining industry operations, such as seepage from tailings disposal areas, which would result in environmental pollution. A breach of such legislation may result in the imposition of fines and penalties. In addition, certain types of operations require the submission and approval of environmental impact assessments. Environmental legislation is evolving in a direction of stricter standards and enforcement, and higher fines and penalties for non-compliance. Environmental assessments of proposed projects carry a heightened degree of responsibility for companies and directors, officers and employees. The cost of compliance with changes in governmental regulations has the potential to reduce the profitability of operations.

The Resulting Issuer's activities and operations require permits from various domestic authorities. There can be no assurance that various permits which the Resulting Issuer may require in the normal course for its current and anticipated exploration and development activities and mining operations, including without limitation, on the Desert Lion Project, will be obtainable on reasonable terms or on a timely basis or that such laws and regulations would not have an adverse effect on any mining project which the Resulting Issuer might undertake, including, without limitation, the Desert Lion Project. Furthermore, any delays in obtaining the anticipated construction permits in respect of the Desert Lion Project, would have an adverse effect on the Resulting Issuer's timing and costs associated with

start-up. Such delays could also allow other third-party projects to commence production before the Desert Lion Project, thereby potentially reducing the Resulting Issuer's target market share, which would have an adverse impact on the level of product sales and economics of the Desert Lion Project.

Mineral exploration and development activities are inherently risky

The business of exploration for minerals and mining involves a high degree of risk that even a combination of experience, knowledge and careful evaluation may not be able to overcome. Few properties that are explored are ultimately developed into mineral deposits with significant value. Unusual or unexpected ground or water conditions, geological formation pressures, fires, rock bursts, power outages, labour disruptions, flooding, earthquakes, explosions, cave-ins, landslides, mechanical equipment and facility performance problems, the inability to obtain suitable adequate machinery, equipment or labour and other unfavourable operating conditions are some of the risks involved in the operation of mines and the conduct of exploration and development programs. Unknown rock mechanics and hydrogeological conditions that cannot be predicted ahead of mining, such as faulting, zones of weak rock, or zones of unanticipated water inflow, may only be discovered during mining and may require significant changes to the mining plan. While lab testing may reduce uncertainty in some of the rock properties, it is never possible to identify all of these potential risks in advance. The Desert Lion Project and any future mining operations will be subject to all the hazards and risks normally incidental to exploration, development and production, any of which could result in work stoppages and damage to or destruction of exploration or development facilities, mines and other producing facilities, damage to life and property, environmental damage and possible legal liability for any or all damage.

Insurance

The mining industry is subject to significant risks that could result in damage to or destruction of property and facilities, personal injury or death, environmental damage and pollution, delays in production, expropriation of assets and loss of title to mining claims. No assurance can be given that insurance to cover the risks to which the Resulting Issuer's activities are subject will be available at all or at commercially reasonable premiums.

The Resulting Issuer's directors and officers may have conflicts of interests

Certain of the directors and officers of the Resulting Issuer also serve as directors and/or officers of other companies involved in natural resource exploration and development and, consequently, there exists the possibility for such directors and officers to be in a position of conflict. The Resulting Issuer expects that any decision made by any of such directors and officers involving the Resulting Issuer will be made in accordance with their duties and obligations to deal fairly and in good faith with a view to the best interests of the Resulting Issuer and its shareholders, but there can be no assurance in this regard.

The Resulting Issuer is, and may become in the future, subject to legal proceedings

The Resulting Issuer may, from time to time, become involved in various claims, legal proceedings, regulatory investigations and complaints. In addition, through the merger, the Resulting Issuer will assume any liabilities to which Camex and Desert Lion are currently subject. The Resulting Issuer cannot reasonably predict the likelihood or outcome of these actions, or any other actions, should they arise. If the Resulting Issuer is unable to resolve any such disputes favourably, it may have a material adverse impact on the Resulting Issuer's financial performance, cash flows, and results of operations. The Resulting Issuer's assets and properties may become subject to further liens, agreements, claims, or other charges as a result of such disputes.

GENERAL INFORMATION CONCERNING THE CAMEX MEETING AND VOTING

Time, Date and Place

The Camex Meeting will be held at the offices of Cassels Brock & Blackwell LLP, HSBC Building, 885 West Georgia Street, Suite 2200, Vancouver, B.C. V6C 2E8 on February 15, 2018 at 10:00 a.m. (Vancouver time) as set forth in the Camex Notice of Meeting.

Record Date, Voting Shares and Principal Shareholders

A Camex Shareholder of record at the close of business on the Camex Record Date who either personally attends the Camex Meeting or who has completed and delivered a Camex Proxy in the manner and subject to the provisions described above, shall be entitled to vote or to have such shareholder's Camex Shares voted at the Camex Meeting, or any adjournment thereof.

Camex's authorized capital consists of an unlimited number of Camex Shares without par value, and an unlimited number of Camex Preferred Shares without par value. As at the Camex Record Date, Camex has 19,818,535 Camex Shares issued and outstanding, each share carrying the right to one vote. There are no Camex Preferred Shares outstanding.

To the knowledge of the directors and senior officers of Camex, as of the date of this Circular, no person owns, directs, or controls, directly or indirectly, 10% or more of the issued and outstanding Camex Shares.

Solicitation of Proxies

This Circular is furnished in connection with the solicitation of proxies by management of Camex, for use at the Camex Meeting and any adjournment or postponement thereof for the purposes set forth in the accompanying Camex Notice of Meeting. It is expected that the solicitation of proxies for the Camex Meeting will be made primarily by mail; however, directors, officers and employees of Camex may also solicit proxies by telephone, telecopier or in person in respect of the Camex Meeting. **The solicitation of proxies for the Camex Meeting is being made by or on behalf of management of Camex and Camex will bear their respective costs in respect of the solicitation of proxies for the Camex Meeting.** In addition, Camex may reimburse brokers and nominees for their reasonable expenses in forwarding proxies and accompanying materials to beneficial owners of Camex Shares.

Voting by Proxies

Enclosed with this Circular being sent to Camex Shareholders is the Camex Proxy. The persons named in the Camex Proxy are officers and/or directors of Camex. **Camex Shareholders whose names appear on the records of Camex as the registered holders of Camex Shares (the "Registered Camex Shareholders") may choose to vote by proxy whether or not they are able to attend the Camex Meeting in person. A Registered Camex Shareholder entitled to vote at the Camex Meeting may appoint a person (who need not be a Camex Shareholder) other than the persons already named in the Camex Proxy to represent such Camex Shareholder at the Camex Meeting by striking out the printed names of such persons and inserting the name of such other person in the blank space provided therein for that purpose.** In order to be valid, a Camex Proxy must be received by Camex's transfer agent, Computershare, by hand or mail at 100 University Avenue, 9th Floor, Toronto, Ontario, M5J 2Y1, or by fax within North America at 1-866-249-7775 or outside North America at 1-416-263-952, no later than 10:00 a.m. (Vancouver time) on February 13, 2018 or, in the event of an adjournment or postponement of the Camex Meeting, no later than 48 hours (excluding Saturdays, Sundays and holidays) before the time for holding the adjourned or postponed Camex Meeting.

In order to be effective, the Camex Proxy must be executed by a Registered Camex Shareholder, exactly as his or her name appears on the register of shareholders of Camex. Additional execution instructions are set out in the notes to the Camex Proxy. The Camex Proxy must also be dated where indicated. If the date is not completed, the Camex Proxy will be deemed to be dated on the day on which it was mailed to Camex Shareholders.

Management representatives designated in the Camex Proxy will vote the Camex Shares in respect of which they are appointed proxy in accordance with the instructions of the Camex Shareholder as indicated on the Camex Proxy, and, if the Camex Shareholder specifies a choice with respect to any matter to be acted upon, the Camex Shares will be voted accordingly. **In the absence of such direction, such Camex Shares will be voted by the Camex representatives named in the Camex Proxy in favour of the motions proposed to be made at the Camex Meeting as set forth in this Circular and will be voted by such representatives on all other matters which may come before the Camex Meeting in their discretion.**

The Camex Proxy, when properly signed, confers discretionary voting authority on those persons designated therein with respect to amendments or variations to the matters identified in the Camex Notice of Meeting and with respect to other matters which may properly come before the Camex Meeting. At the date of this Circular, Camex management does not know of any such amendments, variations or other matters. **However, if such amendments, variations or other matters which are not now known to Camex management should properly come before the Camex Meeting, the persons named in the Camex Proxy will be authorized to vote the Camex Shares represented thereby in their discretion.**

Beneficial Camex Shareholders

The information set forth in this section is of significant importance to many Camex Shareholders as a substantial number of Camex Shareholders do not hold Camex Shares in their own name.

Beneficial Camex Shareholders should note that only Camex Proxies deposited by Registered Camex Shareholders can be recognized and acted upon at the Camex Meeting.

If Camex Shares are listed in an account statement provided to a Camex Shareholder by an Intermediary, such as a brokerage firm, then, in almost all cases, those Camex Shares will not be registered in the Camex Shareholder's name on the records of Camex. Such Camex Shares will more likely be registered under the name of the Camex Shareholder's Intermediary or an agent of that Intermediary, and consequently the Camex Shareholder will be a Beneficial Shareholder. In Canada, the vast majority of such shares are registered under the name CDS & Co. (being the registration name for the Canadian Depositary for Securities, which acts as nominee for many Canadian brokerage firms). The Camex Shares held by intermediaries or their agents or nominees can only be voted (for or against resolutions) upon the instructions of the Beneficial Camex Shareholder. Without specific instructions, an Intermediary and its agents are prohibited from voting Camex Shares for the Intermediary's clients. Therefore, Beneficial Camex Shareholders should ensure that instructions respecting the voting of their Camex Shares are communicated to the appropriate person.

The Camex Meeting Materials are being sent to both Registered Camex Shareholders and Beneficial Camex Shareholders. If you are a Beneficial Camex Shareholder and Camex or its agent has sent the Camex Meeting Materials directly to you, your name and address and information about your holdings of securities have been obtained in accordance with applicable securities regulatory requirements from the Intermediary holding on your behalf. In this event, by choosing to send these materials to you directly, Camex (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. Please return your voting instructions as specified in the request for voting instructions.

Although Beneficial Camex Shareholders may not be recognized directly at the Camex Meeting for the purpose of voting Camex Shares registered in the name of their broker, agent or nominee, a Beneficial Camex Shareholder may attend the Camex Meeting as a proxyholder for a Registered Camex Shareholder and vote their Camex Shares in that capacity. Beneficial Camex Shareholders who wish to attend the Camex Meeting and indirectly vote their Camex Shares as proxyholder for a Registered Camex Shareholder should contact their broker, agent or nominee well in advance of the Camex Meeting to determine the steps necessary to permit them to indirectly vote their Camex Shares as a proxyholder.

There are two kinds of Beneficial Shareholders, those who object to their name being made known to the issuers of securities that they own (“**OBOs**” for Objecting Beneficial Owners) and those who do not object to the issuers of the securities they own knowing who they are (“**NOBOs**” for Non-Objecting Beneficial Owners).

Non-Objecting Beneficial Owners

Pursuant to NI 54-101, issuers can obtain a list of their NOBOs from intermediaries for distribution of proxy-related materials directly to NOBOs. Camex is sending the Camex Meeting Materials directly to its NOBOs in connection with the Camex Meeting. As a result, NOBOs of Camex can expect to receive a scannable VIF from Camex's transfer agent, Computershare. These VIFs are to be completed and returned to Computershare in the envelope provided or by facsimile. In addition, Computershare provides both telephone voting and internet voting as

described on the VIF itself which contains complete instructions. Computershare will tabulate the results of the VIFs received from NOBOs and will provide appropriate instructions at the Camex Meeting with respect to the Camex Shares represented by the VIFs they receive.

If you are a Beneficial Camex Shareholder and Camex or its agent has sent the Camex Meeting Materials to you directly, please be advised that your name, address and information about your holdings of securities have been obtained in accordance with applicable securities regulatory requirements from the Intermediary holding your securities on your behalf. By choosing to send the Camex Meeting Materials to you directly, Camex (and not the intermediaries holding securities your behalf) has assumed responsibility for (i) delivering the proxy-related materials to you and (ii) executing your proper voting instructions as specified in the VIF.

Objecting Beneficial Owners

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

Applicable regulatory rules require intermediaries to seek voting instructions from OBOs in advance of shareholders' meetings. Every Intermediary has its own mailing procedures and provides its own return instructions to clients, which should be carefully followed by OBOs in order to ensure that their Camex Shares are voted at the Camex Meeting. The purpose of the form of proxy or voting instruction form provided to an OBO by its broker, agent or nominee is limited to instructing the registered holder of the shares on how to vote such shares on behalf of the OBO.

The form of proxy provided to OBOs by intermediaries will be similar to the Camex Proxy provided to Registered Camex Shareholders. However, its purpose is limited to instructing the Intermediary on how to vote your Camex Shares on your behalf. The majority of intermediaries now delegate responsibility for obtaining instructions from OBOs to Broadridge. Broadridge typically supplies voting instruction forms, mails those forms to OBOs, and asks those OBOs to return the forms to Broadridge or follow specific telephonic or other voting procedures. Broadridge then tabulates the results of all instructions received by it and provides appropriate instructions respecting the voting of the shares to be represented at the meeting. **An OBO receiving a voting instruction form from Broadridge cannot use that form to vote Camex Shares directly at the Camex Meeting. Instead, the voting instruction form must be returned to Broadridge or the alternate voting procedures must be completed well in advance of the Camex Meeting in order to ensure that such Camex Shares are voted.**

Revocation of Camex Proxies

A Camex Shareholder who has given a Camex Proxy may revoke it at any time before it is exercised. In addition to revocation in any other manner permitted by law, a Camex Proxy may be revoked by instrument in writing executed by the Camex Shareholder or by his or her attorney authorized in writing, or, if the Camex Shareholder is a corporation, it must either be under its common seal or signed by a duly authorized officer and deposited by hand with the Camex's registrar and transfer agent, Computershare, by hand or mail at 100 University Avenue, 9th Floor, Toronto, Ontario, M5J 2Y1, or by fax within North America at 1-866-249-7775 or outside North American at 1-416-263-9524 at any time up to and including the last business day preceding the day of the Camex Meeting, or any adjournment of it, at which the Camex Proxy is to be used, or to the Chair of the Camex Meeting on the day of the Camex Meeting or any adjournment of it. A revocation of a Camex Proxy does not affect any matter on which a vote has been taken prior to the revocation.

Matters to be Considered

At the Camex Meeting, Camex Shareholders will be asked to consider and vote upon (i) the Reverse Take-Over Resolution; (ii) the Consolidation Resolution; (iii) the Camex Board Resolution; (iv) the election of the Board Nominees; (v) the Continuance Resolution; (vi) the By-Law Resolution; (vii) the Stock Option Plan Resolution; and (vix) such other matters as may properly come before the Camex Meeting.

The Camex Board unanimously recommends that Camex Shareholders vote IN FAVOUR of the Reverse Take-Over Resolution, the Consolidation Resolution, the Camex Board Resolution, the election of the Board Nominees, the Continuance Resolution, the By-Law Resolution and the Stock Option Plan Resolution at the Camex Meeting. See “*The Business Combination – Recommendation of the Camex Board*”, and “*Particulars of Matters to be Acted Upon at the Camex Meeting*”.

It is a condition of the completion of the Business Combination that the Reverse Take-Over Resolution, the Consolidation Resolution, the Camex Board Resolution, the election of Board Nominees, the Continuance Resolution, the By-Law Resolution and the Stock Option Plan Resolution be approved by the Camex Shareholders at the Camex Meeting.

Quorum and Votes Required for Certain Matters

A quorum at meetings of Camex Shareholders consists of one or more persons present and being, or representing by proxy, two or more Camex Shareholder entitled to attend and vote at such meeting.

The Continuance Resolution requires the affirmative vote of not less than two-thirds of the votes cast by Camex Shareholders present in person or represented by proxy and entitled to vote at the Camex Meeting.

The Reverse Take-Over Resolution, the Consolidation Resolution, the Camex Board Resolution, the election of Board Nominees, the By-Law Resolution and the Stock Option Plan Resolution each require the affirmative vote of not less than a majority of the votes cast by Camex Shareholders present in person or represented by proxy and entitled to vote at the Camex Meeting.

It is a condition of the completion of the Business Combination that the Reverse Take-Over Resolution, the Consolidation Resolution, the Camex Board Resolution, the election of Board Nominees, the Continuance Resolution, the By-Law Resolution, and the Stock Option Plan Resolution be approved by the Camex Shareholders at the Camex Meeting.

PARTICULARS OF MATTERS TO BE ACTED UPON AT THE CAMEX MEETING

The Reverse Take-Over Resolution

At the Camex Meeting, the Camex Shareholders will be asked to consider and, if deemed advisable, to approve, with or without variation, the Reverse Take-Over Resolution, the full text of which is reproduced at Schedule “D” to this Circular.

To be effective, the Reverse Take-Over Resolution requires the affirmative vote of not less than a majority of the votes cast by Camex Shareholders present in person or represented by proxy and entitled to vote at the Camex Meeting. **Unless otherwise indicated, the persons designated as proxyholders in the accompanying form of Camex Proxy will vote the Camex Shares represented by such form of Camex Proxy FOR the Reverse Take-Over Resolution. If you do not specify how you want your Camex Shares voted at the Camex Meeting, the persons designated as proxyholders in the accompanying form of Camex Proxy will cast the votes represented by your proxy at the Camex Meeting FOR the Reverse Take-Over Resolution.**

The Camex Board unanimously recommends that Camex Shareholders vote FOR the Reverse Take-Over Resolution at the Camex Meeting. See “*The Business Combination - Recommendation of the Camex Board*”.

It is a condition precedent to the completion of the Business Combination that the Camex Shareholders approve the Reverse Take-Over Resolution. If the Reverse Take-Over Resolution does not receive the requisite approval, the Business Combination will not proceed.

The Consolidation Resolution

In connection with the Business Combination, Camex intends to issue New Camex Shares as consideration to Desert Lion Shareholders. In order to align the value of the New Camex Shares to the value per Desert Lion Share at which the Business Combination will be completed, Camex proposes that, subject to obtaining all required regulatory and shareholder approvals, Camex's issued and outstanding share capital be consolidated on the basis of one New Camex Share for every 12.0258 existing Camex Shares.

At the Camex Meeting, the Camex Shareholders will be asked to consider and, if deemed advisable, to approve, with or without variation, the Consolidation Resolution, the full text of which is reproduced at Schedule "E" to this Circular, approving the consolidation of all of the Camex Shares on the basis of one New Camex Share for every 12.0258 existing Camex Shares.

As at the date of this Circular, Camex had 19,818,535 Camex Shares issued and outstanding. Upon completion of the Consolidation, there will be 1,648,000 New Camex Shares issued and outstanding (prior to giving effect to the Business Combination) on a non-diluted basis.

The number of New Camex Shares issuable under any outstanding Camex Options will be consolidated on a 12.0258 to one basis and the exercise price will be proportionately adjusted if the Consolidation is effected.

To be effective, the Consolidation Resolution requires the affirmative vote of not less than a majority of the votes cast by Camex Shareholders present in person or represented by proxy and entitled to vote at the Camex Meeting. **Unless otherwise indicated, the persons designated as proxyholders in the accompanying form of Camex Proxy will vote the Camex Shares represented by such form of Camex Proxy FOR the Consolidation Resolution. If you do not specify how you want your Camex Shares voted at the Camex Meeting, the persons designated as proxyholders in the accompanying form of Camex Proxy will cast the votes represented by your proxy at the Camex Meeting FOR the Consolidation Resolution.**

The Camex Board unanimously recommends that Camex Shareholders vote FOR the Consolidation Resolution at the Camex Meeting.

It is a condition precedent to the completion of the Business Combination that the Camex Shareholders approve the Consolidation Resolution. If the Consolidation Resolution does not receive the requisite approval, the Business Combination will not proceed, unless such condition precedent is waived by Desert Lion.

The Camex Board Resolution and the Election of the Board Nominees

At the Camex Meeting, the Camex Shareholders will be asked to consider and, if thought advisable, to (i) pass, with or without variation, the Camex Board Resolution, the full text of which is set forth in Schedule "F" to this Circular, conditional upon the closing of the Business Combination, setting the size of the board of directors of Camex at six and (ii) elect, conditional on the closing of the Business Combination, Tim Johnston, Adonis Pouroulis, Peter McCague, John Vettese, Stephan Theron and Chris Berry (collectively, the "**Board Nominees**") as directors of Camex.

Management of Camex does not contemplate that any of the Board Nominees will be unable to serve as a director, but if that should occur for any reason prior to the Camex Meeting, it is intended that discretionary authority shall be exercised by the persons named in the accompanying proxy to vote the proxy for the election of any other person or persons in place of any Board Nominee(s) unable to serve.

See Schedule "C" for biographies of each of the Board Nominees.

To be effective, the Camex Board Resolution requires the affirmative vote of not less than a majority of the votes cast by Camex Shareholders present in person or represented by proxy and entitled to vote at the Camex Meeting. **Unless otherwise directed in a properly completed form of proxy, it is the intention of individuals named in the enclosed form of proxy to vote FOR the Camex Board Resolution. If you do not specify how you want your**

Camex Shares voted at the Camex Meeting, the persons designated as proxyholders in the accompanying form of Camex Proxy will cast the votes represented by your proxy at the Camex Meeting FOR the Camex Board Resolution.

To be elected, each of the Board Nominees must receive the support of at least a majority of the votes cast by Camex Shareholders present in person or represented by proxy and entitled to vote at the Camex Meeting. **Unless authority to do so is withheld in a properly completed form of proxy, it is the intention of individuals named in the enclosed form of proxy to vote FOR the election of the Board Nominees. If you do not specify how you want your Camex Shares voted at the Camex Meeting, the persons designated as proxyholders in the accompanying form of proxy will cast the votes represented by your proxy at the Camex Meeting FOR the election of the Board Nominees.**

The Camex Board unanimously recommends that Camex Shareholders vote FOR the Camex Board Resolution and the election of the Board Nominees at the Camex Meeting.

Approval by the Camex Shareholders of: (i) the Camex Board Resolution; and (ii) the election of each of the Board Nominees, is a condition precedent to completion of the Business Combination. If the Camex Board Resolution and the election of the Board Nominees do not receive the requisite approval, the Business Combination will not proceed, unless such condition precedent is waived by Desert Lion

The Continuance Resolution

Camex is a company existing under the BCBCA. As the majority of shareholders and future fund raising activities will take place in Ontario, management wishes to affect the continuance of Camex from the Province of British Columbia to the Province of Ontario. As a result of the Continuance, the BCBCA, the corporate legislation that governs Camex will cease to be the governing act, and Camex will be governed by the OBCA.

At the Camex Meeting, Camex Shareholders will be asked to consider and, if deemed advisable, to approve, with or without variation, the Continuance Resolution, the full text of which is reproduced at Schedule “G” to this Circular, approving the Continuance. It is proposed that immediately following approval by the Camex Shareholders at the Camex Meeting, Camex shall apply to and file all necessary documentation with the registrar under the BCBCA for an authorization to continue into Ontario. Immediately following the receipt of the registrar’s authorization, it is proposed that Camex shall apply for a Certificate of Continuance and file Articles of Continuance under the OBCA to continue Camex into Ontario.

If the Continuance is approved, the Articles of Continuance will be adopted to replace the existing Articles of Camex and will constitute the governing instrument of the Resulting Issuer under the OBCA and the Certificate of Continuance issued by the Director under the OBCA will be deemed to be the Certificate of Incorporation of the Resulting Issuer. The Articles of Continuance will only amend the existing Articles of Camex to the extent necessary to make the Articles of Continuance conform to the laws of Ontario.

On the effective date of the Continuance, holders of Camex Shares will continue to hold one Camex Share for each Camex Share currently held. The principal attributes of the Camex Shares will be identical to those prior to the Continuance other than differences in shareholders rights under the OBCA versus the BCBCA. See Schedule “X” for a summary of the differences between the statutes and the articles for Ontario and British Columbia companies.

As of the effective date of the Continuance, the election, duties, resignations and removal of Camex’s directors and officers shall be governed by the laws of Ontario, the Articles of Continuance and the new by-laws of Camex. As of the effective date of the Continuance, the legal domicile of Camex will be the Province of Ontario, and Camex will no longer be subject to the provisions of the BCBCA. By operation of law under the laws of Ontario, as of the effective date of the Continuance, all of the assets, property, rights, liabilities and obligations of Camex immediately prior to the Continuance will continue to be the assets, property, rights, liabilities and obligations of Camex after the Continuance.

Notwithstanding the approval of the Continuance by Camex Shareholders, the Camex Board may abandon the Continuance without further approval from the Camex Shareholders. If the Continuance is abandoned, Camex's corporate existence will remain under the BCBCA.

To be effective, the Continuance Resolution requires the affirmative vote of not less than two-thirds of the votes cast by Camex Shareholders present in person or represented by proxy and entitled to vote at the Camex Meeting. **Unless otherwise indicated, the persons designated as proxyholders in the accompanying form of Camex Proxy will vote the Camex Shares represented by such form of Camex Proxy FOR the Continuance Resolution. If you do not specify how you want your Camex Shares voted at the Camex Meeting, the persons designated as proxyholders in the accompanying form of Camex Proxy will cast the votes represented by your proxy at the Camex Meeting FOR the Continuance Resolution.**

The Camex Board unanimously recommends that Camex Shareholders vote FOR the Continuance Resolution at the Camex Meeting.

It is a condition precedent to the completion of the Business Combination that the Camex Shareholders approve the Continuance Resolution. If the Continuance Resolution does not receive the requisite approval, the Business Combination will not proceed, unless such condition precedent is waived by Desert Lion.

Registered Camex Shareholders are entitled to dissent in respect of the Continuance Resolution in the manner provided in section 309 of the BCBCA. A summary of the Registered Camex Shareholders' dissent rights is set forth below under the heading "*Dissenting Camex Shareholders' Rights*" and Section 309 of the BCBCA is reproduced in its entirety at Schedule "W" to this Circular. Camex Shareholders are not entitled to dissent with respect to any other matter that may be considered at the Camex Meeting.

The By-Law Resolution

On January 10, 2018, the Camex Board approved By-Law No. 1 as Camex's general by-law, conditional upon approval and completion of the Continuance. If the Continuance is approved and affected, By-Law No. 1, the full text of which is reproduced at Schedule "I" to this Circular, will be implemented as Camex's general by-law.

By-Law No. 1 is standard in its form and governs all aspects of the business and affairs of Camex, such as the establishment of a quorum for meetings of directors and shareholders, the conduct of such meeting, signing authorities, the appointment of officers, the description of the officers' duties, the establishment of committees of the board, the authority of persons to contract on behalf of Camex and similar matters. Article 4 of By-Law No. 1 directs the manner in which nominations for directors may be made and include provisions requiring, in certain circumstances, advance notice of the nomination of directors. Such advance notice provisions are not included in the current articles of Camex. The advance notice provisions are designed to ensure that where a shareholders' meeting is called for the election of directors, all shareholders, and in particular, shareholders whose votes are being cast by proxy and who are not able to attend the meeting, receive adequate notice of director nominations in order to be able to make informed decisions as to how to cast their votes on the election of directors.

At the Camex Meeting, the Camex Shareholders will be asked to consider and, if deemed advisable, to approve, with or without variation, the By-Law Resolution, the full text of which is reproduced at Schedule "H" to this Circular, authorizing and confirming By-Law No.1.

To be effective, the By-Law Resolution requires the affirmative vote of not less than a majority of the votes cast by Camex Shareholders present in person or represented by proxy and entitled to vote at the Camex Meeting. **Unless otherwise indicated, the persons designated as proxyholders in the accompanying form of Camex Proxy will vote the Camex Shares represented by such form of Camex Proxy FOR the By-Law Resolution. If you do not specify how you want your Camex Shares voted at the Camex Meeting, the persons designated as proxyholders in the accompanying form of Camex Proxy will cast the votes represented by your proxy at the Camex Meeting FOR the By-Law Resolution.**

The Camex Board unanimously recommends that Camex Shareholders vote FOR the By-Law Resolution at the Camex Meeting.

It is a condition precedent to the completion of the Business Combination that the Camex Shareholders approve the By-Law Resolution. If the By-Law Resolution does not receive the requisite approval, the Business Combination will not proceed, unless such condition precedent is waived by Desert Lion.

The Stock Option Plan Resolution

Camex has recently undertaken a review of its existing stock option plan (the “**Camex Option Plan**”). The Camex Option Plan was approved by shareholders of Camex on November 30, 2016. There are currently 1,350,000 Camex Options outstanding under the Camex Option Plan. On January 10, 2018, the Camex Board approved the adoption of a new stock option plan (the “**New Option Plan**”) to replace the Camex Option Plan, subject to Camex Shareholder approval, in order to align the stock option plan with updates to evolving industry guidelines and to incorporate other amendments of a housekeeping nature.

The Camex Board has determined that it is desirable to implement the New Option Plan in order to attract, retain and motivate key directors, officers, employees and consultants and to enable Camex to remain competitive in the marketplace. Accordingly, at the Camex Meeting, Camex Shareholders will be asked to consider, and if thought fit, approve the resolution (the “**Stock Option Plan Resolution**”), the full text of which is reproduced at Schedule “J” approving the termination the Camex Option Plan and the approval of the New Option Plan as the stock option plan of Camex. A copy of the New Option Plan is attached as Schedule “L” to this Circular.

If approved by the Camex Shareholders, the 1,350,000 Camex Options currently outstanding under the Camex Option Plan will remain outstanding under the New Option Plan, without amendment to their terms, and Camex will be able to issue up to an additional 631,853 stock options (representing approximately 10% of the 19,818,535 Camex Shares issued and outstanding as of the date hereof, less the number of Camex Options previously granted under the Camex Option Plan which are to remain outstanding under the New Option Plan). The New Camex Options issuable under the New Option Plan will be adjusted to account for the Consolidation. If the Stock Option Plan Resolution is not approved by the Camex Shareholders at the Camex Meeting, the 1,350,000 Camex Options currently outstanding will remain outstanding under the Camex Option Plan and the Camex Option Plan will continue unamended.

To be effective, the Stock Option Plan Resolution must be approved by a majority of the votes cast by the Camex Shareholders present or represented by proxy and entitled to vote at the Camex Meeting. **Unless otherwise indicated, the persons designated as proxyholders in the accompanying form of proxy will vote the Camex Shares represented by such form of proxy, properly executed, FOR the Stock Option Plan Resolution. If you do not specify how you want your Camex Shares voted at the Camex Meeting, the persons designated as proxyholders in the accompanying form of Camex Proxy will cast the votes represented by your proxy at the Camex Meeting FOR the Stock Option Plan Resolution.**

The Camex Board unanimously recommends that Camex Shareholders vote FOR the Stock Option Plan Resolution at the Camex Meeting.

It is a condition precedent to the completion of the Business Combination that the Camex Shareholders approve the Stock Option Plan Resolution. If the Stock Option Plan Resolution does not receive the requisite approval, the Business Combination will not proceed, unless such condition precedent is waived by Desert Lion.

Summary of New Option Plan

Eligibility

Any senior officer, director, employee, management company employee, consultant, or investor relations person of Camex or its subsidiaries (each as described in the New Option Plan and each, an “**Eligible Person**”) is eligible to receive options under the New Option Plan.

Camex Shares Subject to New Option Plan

The New Option Plan provides that the maximum number of Camex Shares which may be available for issuance under the New Option Plan will not exceed 10% of the total number of Camex Shares issued and outstanding from time to time.

Limits with Respect to Insiders

- (a) The maximum number of Camex Shares which may be reserved for issuance under options granted to insiders (as a group) under the New Option Plan, together with any other of Camex's previously established and outstanding stock option plans or grants, shall be 10% of the Camex Shares issued and outstanding at the time of the grant (on a non-diluted basis); and
- (b) The maximum number of options which may be granted to insiders (as a group) under the New Option Plan, together with any other of Camex's previously established and outstanding stock option plans or grants, within any 12 month period shall be 10% of the issued Camex Shares, calculated on the date an option is granted to any insider (on a non-diluted basis).

Limits with Respect to Consultants and Investor Relations Person

- (a) The maximum number of options which may be granted to any one consultant under the New Option Plan, together with any other of Camex's previously established and outstanding stock option plans or grants, within any 12 month period, must not exceed 2% of the issued and outstanding Camex Shares, calculated at the date an option is granted to such consultant (on a non-diluted basis)
- (b) The maximum number of options which may be granted to all investor relations person under the New Option Plan, together with any other of Camex's previously established and outstanding stock option plans or grants, within any 12 month period, must not exceed, in the aggregate, 2% of the issued and outstanding Camex Shares, calculated on the date an option granted to any such investor relations person (on a non-diluted basis).

Exercise of Options

The exercise price of options issued may not be less than the "market price" (as set out in the New Option Plan) of the Camex Shares at the time the option is granted, subject to the minimum exercise price allowable by the stock exchange on which Camex's securities are listed. Subject to the provisions of the New Option Plan and the particular option, an option may be exercised, in whole or in part, by delivering a written notice of exercise to Camex along with payment in cash or certified cheque for the full amount of the purchase price of the Camex Shares then being purchased.

Term and Expiry Date

The period within which options may be exercised and the number of options which may be exercised in any such period are determined by the Camex Board at the time of granting the options provided, however, that the maximum term of any options awarded under the New Option Plan is 5 years.

Vesting

All options granted pursuant to the New Option Plan will be subject to such vesting requirements as may be prescribed by the stock exchange on which Camex's securities are listed, if applicable, or as may be imposed by the Camex Board. All options granted to investor relations persons must vest in stages over not less than 12 months with no more than one-quarter of the options vesting in any three-month period.

Termination of Options

An optionee who ceases to be an Eligible Person for any reason, other than as a result of having been dismissed for cause or as a result of the optionee's death, may exercise any vested and unexpired options held by such optionee for a period of 90 days from the date of cessation (or until the normal expiry date of the option rights of such optionee, if earlier), subject to extension by the Camex Board to a maximum of 12 months. An optionee who was engaged in providing investor relation activities may exercise any vested and unexpired options held by such optionee for a period of 30 days from the date that the optionee ceased to provide such investor relations activities.

In the event of a death of the optionee, the optionee's representative may exercise any vested and unexpired options held by the optionee for a period of 12 months from the optionee's death (unless such period is extended by the Camex Board). Any extension of the exercise period by the Camex Board is subject to the approval of the stock exchange on which Camex's securities are listed.

If an optionee ceases to be an Eligible Person as a result of having been dismissed for cause, all unexercised options of that optionee under the New Option Plan shall immediately become terminated and shall lapse.

Transferability

Options granted under the New Option Plan will be non-assignable and non-transferable by an optionee other than pursuant to a will or by the laws of descent and distribution, and such option shall be exercisable, during an optionee's lifetime, only by the optionee.

Capital Changes, Corporate Transactions and Change of Control

The New Option Plan contains provisions for the treatment of options in relation to capital changes and with regard to a reorganization, stock split, stock dividend, combination of shares merger, consolidation, rights offering or any other change in the corporate structure or shares of Camex. The aggregate number and kind of shares available under the New Option Plan shall be appropriately adjusted in the event of a reorganization, recapitalization, stock split, stock dividend, combination of shares, merger, consolidation, rights offering or any other change in the corporate structure or shares of Camex.

In the event of an Acceleration Event (as defined in the New Option Plan), provided that the Camex Board has determined that no adjustment shall be made pursuant to the New Option Plan, the Camex Board may (i) permit the optionee to exercise the option granted, as to all or any of the optioned shares in respect of which such option has not previously been exercised (regardless of any vesting restrictions), during the period specified in the notice (but in no event later than the expiry date of the option), so that the optionee may participate in such transaction, offer or proposal; and (ii) require the acceleration of the time for the exercise of the said option and of the time for the fulfilment of any conditions or restrictions on such exercise. Further, the Camex Board, in its sole discretion, may authorize and implement any one or more of the following additional courses of action in the event of an Acceleration Event:

- (i) terminating without any payment or other consideration, any options not exercised or surrendered by the effective time of the Acceleration Event;
- (ii) causing Camex to offer to acquire from each optionee his or her options for a cash payment equal to the In-the-Money Amount (as defined in the New Option Plan), and any options not so surrendered or exercised by the effective time of the Acceleration Event will be deemed to have expired; and
- (iii) an option granted under the New Option Plan be exchanged for an option to acquire, for the same aggregate consideration, that number and type of securities as would be distributed to the optionee in respect of the shares issued to the optionee had he or she exercised the option prior to the effective time of the Acceleration Event, provided that any such replacement option must provide that it survives for a period of not less than one year

from the effective time of the Acceleration Event, regardless of the continuing directorship, officership or employment of the optionee.

Amendment and Termination of the Stock Option Plan

The Camex Board may at any time amend or terminate the New Option Plan, but where amended, such amendment is subject to regulatory approval.

DISSENTING CAMEX SHAREHOLDERS' RIGHTS

Under section 309 of the *BCBCA*, Registered Camex Shareholders will be entitled to exercise dissent rights (the “**Camex Dissent Rights**”) with respect to the Continuance Resolution in accordance with the dissent rights in the *BCBCA*. Any registered Camex Shareholder who dissents (a “**Camex Dissenting Shareholder**”) in respect of the Continuance and does not withdraw its dissent is entitled, upon satisfaction of the appropriate conditions and compliance with the appropriate procedures, to be paid fair value for the Camex Shares held by the Camex Dissenting Shareholder determined as of the close of business on the last business day before the Continuance Resolution was passed.

The following description of the rights of Camex Dissenting Shareholders is not a comprehensive statement of the procedures to be followed by a Camex Dissenting Shareholder who seeks payment of the fair value for their Camex Shares and is qualified in its entirety by the reference to the full text of sections 237 to 247 of the *BCBCA*. **A Camex Shareholder who intends to exercise dissent rights should carefully consider and comply with the provisions of section 242 of the BCBCA. Failure to comply with the provisions of that section and to adhere to the procedures established therein may result in the loss of all rights thereunder.**

Persons who are beneficial owners of Camex Shares registered in the name of a broker, custodian, nominee or other Intermediary who wish to dissent, should be aware that only the registered owner of such Camex Shares is entitled to dissent. Accordingly, a beneficial owner of Camex Shares desiring to exercise his right of dissent must make arrangements for the Camex Shares beneficially owned by him to be registered in his name prior to the time the written objection to the applicable resolution is required to be received by Camex or, alternatively, make arrangements for the registered holder of his Camex Shares to dissent on his behalf.

A Camex Dissenting Shareholder must send to Camex a written objection to the Continuance Resolution. The written objection must be received by Camex at the head office of Camex, being 609 Granville Street, Suite 1600, Vancouver, BC V7Y 1C3, not later than two days before the Camex Meeting or by the Chairman of the Camex Meeting at the Camex Meeting. A shareholder who wishes to dissent must prepare a separate Notice of Dissent for (i) the shareholder, if the shareholder is dissenting on its own behalf and (ii) each person who beneficially owns shares in the shareholder's name and on whose behalf the shareholder is dissenting. To be valid, a Notice of Dissent must:

- (i) identify in each Notice of Dissent the person on whose behalf dissent is being exercised;
- (ii) set out the number of common shares in respect of which the shareholder is exercising the Camex Dissent Right (the “**Notice Shares**”), which number cannot be less than all of the common shares held by the beneficial holder on whose behalf the Camex Dissent Right is being exercised;
- (iii) if the Notice Shares constitute all of the shares of which the Camex Dissenting Shareholder is both the registered owner and beneficial owner and the Camex Dissenting Shareholder owns no other common shares as beneficial owner, a statement to that effect;
- (iv) if the Notice Shares constitute all of the shares of which the Camex Dissenting Shareholder is both the registered and beneficial owner but the Camex Dissenting Shareholder owns other common shares as beneficial owner, a statement to that effect, and
 - (a) the names of the registered owners of those other shares,

- (b) the number, and the class and series, if applicable, of those other shares that are held by each of those registered owners, and
- (c) a statement that Notices of Dissent are being or have been sent in respect of all those other shares;
- (v) if dissent is being exercised by the Camex Dissenting Shareholder on behalf of a beneficial owner who is not the Camex Dissenting Shareholder, a statement to that effect, and
 - (a) the name and address of the beneficial owner, and
 - (b) a statement that the Camex Dissenting Shareholder is dissenting in relation to all of the shares beneficially owned by the beneficial owner that are registered in the Camex Dissenting Shareholder's name.

The giving of a Notice of Dissent does not deprive a Camex Dissenting Shareholder of his or her right to vote at the Camex Meeting on the Continuance Resolution. A vote against the Continuance Resolution or the execution or exercise of a proxy does not constitute a Notice of Dissent. A Camex Shareholder is not entitled to exercise a Camex Dissent Right with respect to any common shares if the Camex Shareholder votes (or instructs or is deemed, by submission of any incomplete proxy, to have instructed his or her proxyholder to vote) in favour of the Continuance Resolution. A Camex Dissenting Shareholder, however, may vote as a proxy for a shareholder whose proxy required an affirmative vote, without affecting his or her right to exercise the Camex Dissent Right.

If Camex intends to act on the authority of the Continuance Resolution, it must send a notice (the “**Notice to Proceed**”) to the Camex Dissenting Shareholder promptly after the later of:

- (i) the date on which Camex forms the intention to proceed, and
- (ii) the date on which the Notice of Dissent was received.

If Camex has acted on the Continuance Resolution it must promptly send a Notice to Proceed to the Camex Dissenting Shareholder. The Notice to Proceed must be dated not earlier than the date on which it is sent and state that Camex intends to act or has acted on the authority of the Continuance Resolution and advise the Camex Dissenting Shareholder of the manner in which dissent is to be completed.

On receiving a Notice to Proceed, the Camex Dissenting Shareholder is entitled to require Camex to purchase all of the common shares in respect of which the Notice of Dissent was given.

A Camex Dissenting Shareholder who receives a Notice to Proceed, and who wishes to proceed with the dissent, must send to Camex within one month after the date of the Notice to Proceed:

- (i) a written statement that the Camex Dissenting Shareholder requires Camex to purchase all of the Notice Shares;
- (ii) the certificates representing the Notice Shares; and
- (iii) if dissent is being exercised by the Camex Shareholder on behalf of a beneficial owner who is not the Camex Dissenting Shareholder, a written statement signed by the beneficial owner setting out whether the beneficial owner is the beneficial owner of other shares of Camex and if so, setting out:
 - (a) the names of the registered owners of those other shares,
 - (b) the number, and the class and series, if applicable, of those other share that are held by each of those registered owners, and

- (c) that dissent is being exercised in respect of all of those other shares,

whereupon Camex is bound to purchase them in accordance with the Notice of Dissent.

Camex and the Camex Dissenting Shareholder may agree on the amount of the payout value of the Notice Shares and in that event, Camex must either promptly pay that amount to the Camex Dissenting Shareholder or send a notice to the Camex Dissenting Shareholder that Camex is unable lawfully to pay Camex Dissenting Shareholders for their shares as Camex is insolvent or if the payment would render Camex insolvent.

If Camex and the Camex Dissenting Shareholder do not agree on the amount of the payout value of the Notice Shares, the Camex Dissenting Shareholder or Camex may apply to the court and the court may:

- (i) determine the payout value of the Notice Shares or order that the payout value of the Notice Shares be established by arbitration or by reference to the registrar or a referee of the court;
- (ii) join in the application each Camex Dissenting Shareholder who has not agreed with Camex corporation on the amount of the payout value of the Notice Shares; and
- (iii) make consequential orders and give directions it considers appropriate.

Promptly after a determination of the payout value of the Notice Shares has been made, Camex must either pay that amount to the Camex Dissenting Shareholder or send a notice to the Camex Dissenting Shareholder that Camex is unable lawfully to pay Camex Dissenting Shareholders for their shares as Camex is insolvent or if the payment would render Camex insolvent. If the Camex Dissenting Shareholder receives a notice that Camex is unable to lawfully pay Camex Dissenting Shareholders for their shares, the Camex Dissenting Shareholder may, within 30 days after receipt, withdraw his or her Notice of Dissent. If the Notice of Dissent is not withdrawn, the Camex Dissenting Shareholder remains a claimant against Camex to be paid as soon as Camex is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of Camex but in priority to its shareholders.

Any notice required to be given by Camex or a Camex Dissenting Shareholder to the other in connection with the exercise of the Camex Dissent Right will be deemed to have been given and received, if delivered, on the day of delivery, or, if mailed, on the earlier of the date of receipt and the second business day after the day of mailing, or, if sent by telecopier or other similar form of transmission, the first business day after the date of transmittal.

A Camex Dissenting Shareholder who:

- (i) properly exercises the Camex Dissent Right by strictly complying with all of the procedures (“**Camex Dissent Procedures**”) required to be complied with by a Camex Dissenting Shareholder, will cease to have any rights as a Camex Shareholder other than the right to be paid the fair value of the common shares by Camex in accordance with the Camex Dissent Procedures, or
- (ii) seeks to exercise the Camex Dissent Right, but who for any reason does not properly comply with each of the Camex Dissent Procedures required to be complied with by a Camex Dissenting Shareholder loses such right to dissent.

A Camex Dissenting Shareholder may not withdraw a Notice of Dissent without the consent of Camex.

A Camex Dissenting Shareholder may, with the written consent of Camex, at any time prior to the payment to the Camex Dissenting Shareholder of the full amount of money to which the Camex Dissenting Shareholder is entitled, abandon such Camex Dissenting Shareholder’s dissent to the Continuance by giving written notice to Camex, withdrawing the Notice of Dissent, by depositing such notice with Camex, or mailing it to Camex by registered mail, at its head office at 609 Granville Street, Suite 1600, Vancouver, BC V7Y 1C3, marked to the attention of the Corporate Secretary.

Camex Shareholders who intend to exercise Camex Dissent Rights should seek legal advice and carefully consider and comply with the provisions of the Camex Dissent Rights. Failure to comply with the applicable Camex Dissent Rights provisions and to adhere to the procedures established therein may result in the loss of the Camex Dissent Rights in respect of the Continuance Resolution. Camex Dissenting Shareholders must send any written objections in respect of the Continuance Resolution pursuant to the Camex Dissent Rights to Camex by registered mail to 609 Granville Street, Suite 1600, Vancouver, BC V7Y 1C3 Attention: Corporate Secretary by no later than 5:00 p.m. (Toronto time) on February 13, 2018. Shareholders should be aware that simply voting against the Continuance Resolution at the Camex Meeting does not constitute the exercise of Camex Dissent Rights.

GENERAL INFORMATION CONCERNING THE DESERT LION MEETING AND VOTING

Time, Date and Place

The Desert Lion Meeting will be held at the offices of Cassels Brock & Blackwell LLP, 2100 Scotia Plaza, 40 King Street West, Toronto, Ontario on February 15, 2018 at 1:00 p.m. (Toronto time) as set forth in the Desert Lion Notice of Meeting.

Record Date, Voting Shares and Principal Shareholders

A Desert Lion Shareholder of record at the close of business on the Desert Lion Record Date who either personally attends the Desert Lion Meeting or who has completed and delivered a Desert Lion Proxy in the manner and subject to the provisions described above, shall be entitled to vote or to have such shareholder's Desert Lion Shares voted at the Desert Lion Meeting, or any adjournment thereof.

Desert Lion's authorized capital consists of an unlimited number of Desert Lion Shares without par value, and an unlimited number of Desert Lion Preferred Shares without par value. As at the Desert Lion Record Date, Desert Lion had 38,580,204 Desert Lion Shares issued and outstanding, each share carrying the right to one vote. There are no Desert Lion Preferred Shares outstanding.

To the knowledge of the directors and officers of Desert Lion, Adonis Pouroulis, a director of Desert Lion, and Pela Ventures Limited, a company controlled by Adonis Pouroulis, collectively own 4,642,194 Desert Lion Shares, which represents 12% of the outstanding Desert Lion Shares.

Solicitation of Proxies

This Circular is furnished in connection with the solicitation of proxies by management of Desert Lion, for use at the Desert Lion Meeting and any adjournment or postponement thereof for the purposes set forth in the accompanying Desert Lion Notice of Meeting. It is expected that the solicitation of proxies for the Desert Lion Meeting will be made primarily by mail; however, directors, officers and employees of Desert Lion may also solicit proxies by telephone, telecopier or in person in respect of the Desert Lion Meeting. **The solicitation of proxies for the Desert Lion Meeting is being made by or on behalf of management of Desert Lion and Desert Lion will bear their respective costs in respect of the solicitation of proxies for the Desert Lion Meeting.** In addition, Desert Lion may reimburse brokers and nominees for their reasonable expenses in forwarding proxies and accompanying materials to beneficial owners of Desert Lion Shares.

Voting by Proxies

Enclosed with this Circular being sent to Desert Lion Shareholders is the Desert Lion Proxy. The persons named in the Desert Lion Proxy are officers and/or directors of Desert Lion. **Desert Lion Shareholders whose names appear on the records of Desert Lion as the registered holders of Desert Lion Shares (the "Registered Desert Lion Shareholders") may choose to vote by proxy whether or not they are able to attend the Desert Lion Meeting in person. A Registered Desert Lion Shareholder entitled to vote at the Desert Lion Meeting may appoint a person (who need not be a Desert Lion Shareholder) other than the persons already named in the Desert Lion Proxy to represent such Desert Lion Shareholder at the Desert Lion Meeting by striking out the printed names of such persons and inserting the name of such other person in the blank space provided therein**

for that purpose. In order to be valid, a Desert Lion Proxy must be received by Desert Lion's transfer agent, Computershare, by hand or mail at 100 University Avenue, 9th Floor, Toronto, Ontario, M5J 2Y1, or by fax within North America at 1-866-249-7775 or outside North America at 1-416-263-952, no later than 1:00 p.m. (Toronto time) on February 13, 2018 or, in the event of an adjournment or postponement of the Desert Lion Meeting, no later than 48 hours (excluding Saturdays, Sundays and holidays) before the time for holding the adjourned or postponed Desert Lion Meeting.

In order to be effective, the Desert Lion Proxy must be executed by a Registered Desert Lion Shareholder, exactly as his or her name appears on the register of shareholders of Desert Lion. Additional execution instructions are set out in the notes to the Desert Lion Proxy. The Desert Lion Proxy must also be dated where indicated. If the date is not completed, the Desert Lion Proxy will be deemed to be dated on the day on which it was mailed to Desert Lion Shareholders.

Management representatives designated in the Desert Lion Proxy will vote the Desert Lion Shares in respect of which they are appointed proxy in accordance with the instructions of the Desert Lion Shareholder as indicated on the Desert Lion Proxy, and, if the Desert Lion Shareholder specifies a choice with respect to any matter to be acted upon, the Desert Lion Shares will be voted accordingly. **In the absence of such direction, such Desert Lion Shares will be voted by the Desert Lion representatives named in the Desert Lion Proxy in favour of the motions proposed to be made at the Desert Lion Meeting as set forth in this Circular and will be voted by such representatives on all other matters which may come before the Desert Lion Meeting in their discretion.**

The Desert Lion Proxy, when properly signed, confers discretionary voting authority on those persons designated therein with respect to amendments or variations to the matters identified in the Desert Lion Notice of Meeting and with respect to other matters which may properly come before the Desert Lion Meeting. At the date of this Circular, Desert Lion management does not know of any such amendments, variations or other matters. **However, if such amendments, variations or other matters which are not now known to Desert Lion management should properly come before the Desert Lion Meeting, the persons named in the Desert Lion Proxy will be authorized to vote the Desert Lion Shares represented thereby in their discretion.**

Beneficial Desert Lion Shareholders

The information set forth in this section is of significant importance to many Desert Lion Shareholders as a substantial number of Desert Lion Shareholders do not hold Desert Lion Shares in their own name.

Beneficial Desert Lion Shareholders should note that only Desert Lion Proxies deposited by Registered Desert Lion Shareholders can be recognized and acted upon at the Desert Lion Meeting.

If Desert Lion Shares are listed in an account statement provided to a Desert Lion Shareholder by an Intermediary, such as a brokerage firm, then, in almost all cases, those Desert Lion Shares will not be registered in the Desert Lion Shareholder's name on the records of Desert Lion. Such Desert Lion Shares will more likely be registered under the name of the Desert Lion Shareholder's Intermediary or an agent of that Intermediary, and consequently the Desert Lion Shareholder will be a Beneficial Desert Lion Shareholder. In Canada, the vast majority of such shares are registered under the name CDS & Co. (being the registration name for the Canadian Depositary for Securities, which acts as nominee for many Canadian brokerage firms). The Desert Lion Shares held by intermediaries or their agents or nominees can only be voted (for or against resolutions) upon the instructions of the Beneficial Desert Lion Shareholder. Without specific instructions, an Intermediary and its agents are prohibited from voting Desert Lion Shares for the Intermediary's clients. Therefore, Beneficial Desert Lion Shareholders should ensure that instructions respecting the voting of their Desert Lion Shares are communicated to the appropriate person.

The Desert Lion Meeting Materials are being sent to both Registered Desert Lion Shareholders and Beneficial Desert Lion Shareholders. If you are a Beneficial Desert Lion Shareholder and Desert Lion or its agent has sent the Desert Lion Meeting Materials directly to you, your name and address and information about your holdings of securities have been obtained in accordance with applicable securities regulatory requirements from the Intermediary holding on your behalf. In this event, by choosing to send these materials to you directly, Desert Lion (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. Please return your voting instructions as specified in the request for voting instructions.

Although Beneficial Desert Lion Shareholders may not be recognized directly at the Desert Lion Meeting for the purpose of voting Desert Lion Shares registered in the name of their broker, agent or nominee, a Beneficial Desert Lion Shareholder may attend the Desert Lion Meeting as a proxyholder for a Registered Desert Lion Shareholder and vote their Desert Lion Shares in that capacity. Beneficial Desert Lion Shareholders who wish to attend the Desert Lion Meeting and indirectly vote their Desert Lion Shares as proxyholder for a Registered Desert Lion Shareholder should contact their broker, agent or nominee well in advance of the Desert Lion Meeting to determine the steps necessary to permit them to indirectly vote their Desert Lion Shares as a proxyholder.

There are two kinds of Beneficial Shareholders, those who object to their name being made known to the issuers of securities that they own (“**OBOs**” for Objecting Beneficial Owners) and those who do not object to the issuers of the securities they own knowing who they are (“**NOBOs**” for Non-Objecting Beneficial Owners).

Non-Objecting Beneficial Owners

Pursuant to NI 54-101, issuers can obtain a list of their NOBOs from intermediaries for distribution of proxy-related materials directly to NOBOs. Desert Lion is sending the Desert Lion Meeting Materials directly to its NOBOs in connection with the Desert Lion Meeting. As a result, NOBOs of Desert Lion can expect to receive a scannable VIF from Desert Lion’s transfer agent, Computershare. These VIFs are to be completed and returned to Computershare in the envelope provided or by facsimile. In addition, Computershare provides both telephone voting and internet voting as described on the VIF itself which contains complete instructions. Computershare will tabulate the results of the VIFs received from NOBOs and will provide appropriate instructions at the Desert Lion Meeting with respect to the Desert Lion Shares represented by the VIFs they receive.

If you are a Beneficial Desert Lion Shareholder and Desert Lion or its agent has sent the Desert Lion Meeting Materials to you directly, please be advised that your name, address and information about your holdings of securities have been obtained in accordance with applicable securities regulatory requirements from the Intermediary holding your securities on your behalf. By choosing to send the Desert Lion Meeting Materials to you directly, Desert Lion (and not the intermediaries holding securities your behalf) has assumed responsibility for (i) delivering the proxy-related materials to you and (ii) executing your proper voting instructions as specified in the VIF.

Objecting Beneficial Owners

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

Applicable regulatory rules require intermediaries to seek voting instructions from OBOs in advance of shareholders’ meetings. Every Intermediary has its own mailing procedures and provides its own return instructions to clients, which should be carefully followed by OBOs in order to ensure that their Desert Lion Shares are voted at the Desert Lion Meeting. The purpose of the form of proxy or voting instruction form provided to an OBO by its broker, agent or nominee is limited to instructing the registered holder of the shares on how to vote such shares on behalf of the OBO.

The form of proxy provided to OBOs by intermediaries will be similar to the Desert Lion Proxy provided to Registered Desert Lion Shareholders. However, its purpose is limited to instructing the Intermediary on how to vote your Desert Lion Shares on your behalf. The majority of intermediaries now delegate responsibility for obtaining instructions from OBOs to Broadridge. Broadridge typically supplies voting instruction forms, mails those forms to OBOs, and asks those OBOs to return the forms to Broadridge or follow specific telephonic or other voting procedures. Broadridge then tabulates the results of all instructions received by it and provides appropriate instructions respecting the voting of the shares to be represented at the meeting. **An OBO receiving a voting instruction form from Broadridge cannot use that form to vote Desert Lion Shares directly at the Desert Lion Meeting. Instead, the voting instruction form must be returned to Broadridge or the alternate voting procedures must be completed well in advance of the Desert Lion Meeting in order to ensure that such Desert Lion Shares are voted.**

Revocation of Desert Lion Proxies

A Desert Lion Shareholder who has given a Desert Lion Proxy may revoke it at any time before it is exercised. In addition to revocation in any other manner permitted by law, a Desert Lion Proxy may be revoked by instrument in writing executed by the Desert Lion Shareholder or by his or her attorney authorized in writing, or, if the Desert Lion Shareholder is a corporation, it must either be under its common seal or signed by a duly authorized officer and deposited by hand with the Desert Lion's registrar and transfer agent, Computershare, by hand or mail at 100 University Avenue, 9th Floor, Toronto, Ontario, M5J 2Y1, or by fax within North America at 1-866-249-7775 or outside North America at 1-416-263-9524 at any time up to and including the last business day preceding the day of the Desert Lion Meeting, or any adjournment of it, at which the Desert Lion Proxy is to be used, or to the Chair of the Desert Lion Meeting on the day of the Desert Lion Meeting or any adjournment of it. A revocation of a Desert Lion Proxy does not affect any matter on which a vote has been taken prior to the revocation.

Matters to be Considered

At the Desert Lion Meeting, Desert Lion Shareholders will be asked to consider and vote upon (i) the Amalgamation Resolution; and (ii) such other matters as may properly come before the Desert Lion Meeting.

The Desert Lion Board unanimously recommends that Desert Lion Shareholders vote IN FAVOUR of the Amalgamation Resolution at the Desert Lion Meeting. See "*The Business Combination –Recommendation of the Desert Lion Board*", and "*Particulars of Matters to be Acted Upon at the Desert Lion Meeting*".

It is a condition of the completion of the Business Combination that the Amalgamation Resolution be approved by the Desert Lion Shareholders at the Desert Lion Meeting.

Quorum and Votes Required for Certain Matters

A quorum at meetings of Desert Lion Shareholders consists of one persons present in person, being a Desert Lion Shareholder entitled to vote thereat, or a duly appointed proxy or proxyholder for an absent Desert Lion Shareholder so entitled, holding or representing in the aggregate not less than 10% of the issued Desert Lion Shares enjoying voting rights at such meeting.

The Amalgamation Resolution requires the affirmative vote of not less than two-thirds of the votes cast by Desert Lion Shareholders present in person or represented by proxy and entitled to vote at the Desert Lion Meeting.

It is a condition of the completion of the Business Combination that the Amalgamation Resolution be approved by the Desert Lion Shareholders at the Desert Lion Meeting.

PARTICULARS OF MATTERS TO BE ACTED UPON AT THE DESERT LION MEETING

The Amalgamation Resolution

At the Desert Lion Meeting, the Desert Lion Shareholders will be asked to consider and, if deemed advisable, to approve, with or without variation, the Amalgamation Resolution, the full text of which is reproduced at Schedule "K" to this Circular.

To be effective, the Amalgamation Resolution requires the affirmative vote of not less than two-thirds of the votes cast by Desert Lion Shareholders present in person or represented by proxy and entitled to vote at the Desert Lion Meeting. **Unless otherwise indicated, the persons designated as proxyholders in the accompanying form of Desert Lion Proxy will vote the Desert Lion Shares represented by such form of Desert Lion Proxy FOR the Amalgamation Resolution. If you do not specify how you want your Desert Lion Shares voted at the Desert Lion Meeting, the persons designated as proxyholders in the accompanying form of Desert Lion Proxy will cast the votes represented by your proxy at the Desert Lion Meeting FOR the Amalgamation Resolution.**

The Desert Lion Board unanimously recommends that Desert Lion Shareholders vote FOR the Amalgamation Resolution at the Desert Lion Meeting. See “*The Business Combination - Recommendation of the Desert Lion Board of Directors*”.

It is a condition precedent to the completion of the Business Combination that the Desert Lion Shareholders approve the Amalgamation Resolution. If the Amalgamation Resolution does not receive the requisite approval, the Business Combination will not proceed.

Registered Desert Lion Shareholders are entitled to dissent in respect of the Amalgamation Resolution in the manner provided in section 185 of the OBCA. A summary of the Registered Desert Lion Shareholders’ dissent rights is set forth below under the heading “*Dissenting Desert Lion Shareholders’ Rights*” and Section 185 of the OBCA is reproduced in its entirety at Schedule “V” to this Circular. Desert Lion Shareholders are not entitled to dissent with respect to any other matter that may be considered at the Desert Lion Meeting.

DISSENTING DESERT LION SHAREHOLDERS’ RIGHTS

Desert Lion Shareholders are entitled to exercise dissent rights with respect to the Amalgamation Resolution in the manner provided in section 185 of the OBCA (the “**Desert Lion Dissent Rights**”). Section 185 of the OBCA is reprinted in its entirety and attached to this Circular at Schedule “V”. The following summary is qualified by the provisions of section 185 of the OBCA.

The obligations of Desert Lion to complete the Amalgamation is subject to the condition that the holders of not more than 5% of the outstanding Desert Lion Shares exercise their Desert Lion Dissent Rights with respect to the Amalgamation Resolution.

In the event the Amalgamation Resolution becomes effective, any Desert Lion Shareholder who dissents (a “**Desert Lion Dissenting Shareholder**”) and who complies with section 185 of the OBCA will be entitled to be paid by Amalco the fair value for the Desert Lion Shares held by such Desert Lion Dissenting Shareholder determined as at the Effective Time on the Effective Date.

A registered Desert Lion Shareholder who wishes to exercise Desert Lion Dissent Rights must send a Notice of Dissent to Desert Lion, such that it is received by Desert Lion not later than 11:30 a.m. (Toronto time) on the Business Day immediately preceding the day of the Meeting (or any postponement or adjournment thereof), at 65 Queen Street West, 8th Floor, Toronto, Ontario, M5H 2M5, Attention: Corporate Secretary.

The filing of a Notice of Dissent does not deprive a Desert Lion Shareholder of the right to vote; however, the OBCA provides, in effect, that a Desert Lion Shareholder who has submitted a Notice of Dissent and who votes in favour of the Amalgamation Resolution will no longer be considered a Desert Lion Dissenting Shareholder with respect to the Desert Lion Shares voted in favour of the Amalgamation Resolution. The OBCA does not provide, and Desert Lion will not assume, that a vote against the Amalgamation Resolution constitutes a Notice of Dissent. In addition, the execution or exercise of a proxy does not constitute a Notice of Dissent. Under the OBCA, there is no right of partial dissent and, accordingly, a Desert Lion Dissenting Shareholder may only dissent with respect to all Desert Lion Shares held on behalf of any one beneficial owner that are registered in the name of the Desert Lion Dissenting Shareholder.

Amalco is required, within 10 days after the Desert Lion Shareholders adopt the Amalgamation Resolution, to send to each registered Desert Lion Shareholder who has filed a Notice of Dissent, notice that the Amalgamation Resolution has been adopted, but such notice is not required to be sent to any Registered Desert Lion Shareholder who voted for the Amalgamation Resolution or who has withdrawn such Notice of Dissent.

A Desert Lion Dissenting Shareholder must then, within 20 days after the Desert Lion Dissenting Shareholder receives notice that the Amalgamation Resolution has been adopted or, if the Desert Lion Dissenting Shareholder does not receive such notice, within 20 days after the Desert Lion Dissenting Shareholder learns that the Resolution has been adopted, send to Desert Lion a written notice (a “**Payment Demand**”) containing the name and address of the

Desert Lion Dissenting Shareholder, the number of Desert Lion Shares in respect of which the Desert Lion Dissenting Shareholder dissents and a demand for payment of the fair value of such Desert Lion Shares. Within 30 days after a Payment Demand, the Desert Lion Dissenting Shareholder must send to Desert Lion or the Depositary, the certificates representing the Desert Lion Shares in respect of which such Payment Demand was made. A Desert Lion Dissenting Shareholder who fails to send the certificates representing the Desert Lion Shares in respect of which the Desert Lion Dissent Right has been exercised has no right to make a claim under section 185 of the OBCA. Desert Lion or the Depositary will endorse on share certificates received from a Desert Lion Dissenting Shareholder a notice that the holder is a Desert Lion Dissenting Shareholder and will forthwith return the share certificates to the Desert Lion Dissenting Shareholder.

On sending a Payment Demand to Desert Lion, a Desert Lion Dissenting Shareholder ceases to have any rights as a Desert Lion Shareholder, other than the right to be paid the fair value of the Desert Lion Shares in respect of which such Payment Demand was made, except pursuant to the provisions of section 185 of the OBCA.

Camex is required, not later than seven days after the later of the Effective Date or the date on which Camex or Desert Lion received the Payment Demand of a Desert Lion Dissenting Shareholder, to send to each Desert Lion Dissenting Shareholder who has sent a Payment Demand a written offer to pay (an “**Offer to Pay**”) for the Desert Lion Shares in respect of which such Payment Demand was made in an amount considered by the Camex Board to be the fair value thereof, accompanied by a statement showing the manner in which the fair value was determined. Every Offer to Pay must be on the same terms. Amalco is required to pay for the Desert Lion Shares of a Desert Lion Dissenting Shareholder within 10 days after an Offer to Pay has been accepted by a Desert Lion Dissenting Shareholder, but any such Offer to Pay lapses if Amalco does not receive an acceptance thereof within 30 days after the Offer to Pay has been made.

If Amalco fails to make an Offer to Pay for the Desert Lion Shares of a Desert Lion Dissenting Shareholder, or if a Desert Lion Dissenting Shareholder fails to accept an offer that has been made, Amalco may, within 50 days after the Effective Date or within such further period as the Ontario Superior Court may allow, apply to the Ontario Superior Court to fix a fair value for the Desert Lion Shares of Desert Lion Dissenting Shareholders. If Amalco fails to apply to the Ontario Superior Court, a Desert Lion Dissenting Shareholder may apply to the Ontario Superior Court for the same purpose within a further period of 20 days or within such further period as the Ontario Superior Court may allow. A Desert Lion Dissenting Shareholder is not required to give security for costs in such an application.

Upon an application to the Ontario Superior Court, all Desert Lion Dissenting Shareholders whose Desert Lion Shares have not been purchased by Amalco will be joined as parties and bound by the decision of the Ontario Superior Court and Amalco will be required to notify each affected Desert Lion Dissenting Shareholder of the date, place and consequences of the application and of the right of such Desert Lion Dissenting Shareholder to appear and be heard in person or by counsel. Upon any such application to the Ontario Superior Court, the Ontario Superior Court may determine whether any person is a Desert Lion Dissenting Shareholder who should be joined as a party and the Ontario Superior Court will then fix a fair value for the Desert Lion Shares of all Desert Lion Dissenting Shareholders. The final order of the Ontario Superior Court will be rendered against Amalco in favour of each Desert Lion Dissenting Shareholder and for the amount of the fair value of each Desert Lion Dissenting Shareholder’s Desert Lion Shares as fixed by the Ontario Superior Court. The Ontario Superior Court may, in its discretion, allow a reasonable rate of interest on the amount payable to each Desert Lion Dissenting Shareholder from the Effective Date until the date of payment.

The foregoing is only a summary of the provisions of section 185 of the OBCA, which provisions are technical and complex. It is suggested that any Desert Lion Shareholder wishing to exercise Desert Lion Dissent Rights seek legal advice as failure to comply strictly with the provisions of the OBCA may prejudice such shareholder’s Desert Lion Dissent Rights. For a general summary of certain income tax implications to a dissenting shareholder, see “*Canadian Federal Income Tax Considerations*”.

INTERESTS OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Other than as disclosed in this Circular, within the three years prior to the date of this Circular, no insider of Camex or Desert Lion, director or associate or affiliate of any insider or director of Camex or Desert Lion, has or had

any material interest, direct or indirect, in any transaction or proposed transaction which has materially affected or could materially affect Camex or Desert Lion any of their respective subsidiaries.

OTHER MATERIAL FACTS

To management's knowledge, there are no other material facts about Camex, Desert Lion, the Resulting Issuer or the Business Combination that are not otherwise disclosed in this Circular.

SPONSORSHIP AND AGENT RELATIONSHIP

On November 1, 2017, Desert Lion entered into the Engagement Letter with Haywood pursuant to which Haywood agreed to act as lead agent in connection with the Brokered SR Offering and to act as a sponsor in connection with the Business Combination if required. As consideration for the sponsorship services provided by Haywood, Desert Lion will pay Haywood \$100,000 in cash upon delivery of a sponsorship report or certificate of agent to the TSXV. As consideration for Haywood acting as agent in connection with the Brokered SR Offering, and as a finder in connection with the Non-Brokered SR Offering, Haywood was paid a cash fee of \$373,183.20, 50% of which is currently held in escrow with the Escrow Agent, together with their reasonable expenses. As additional consideration for the services of Haywood, Desert Lion granted Haywood 180,749 SR Compensation Options. Each SR Compensation Option entitles the holder thereof to acquire one SR Compensation Share and one-quarter of an SR Compensation Warrant at a price of \$1.82 per SR Compensation Option until December 13, 2019. Other than the 42,289 Unit Compensation Options issued to Haywood in connection with the Unit Offering and the 180,749 SR Compensation Options issued in connection with the SR Offering, Haywood does not currently hold any other securities in Desert Lion or Camex.

INTEREST OF EXPERTS

Interest of Experts

Davidson & Company, Chartered Professional Accountants, are the auditors of Camex and have performed the audit in respect of the audited annual financial statements of Camex for the years ended March 31, 2017, 2016 and 2015. Davidson & Company are independent of Camex in accordance with the applicable rules of professional conduct.

To the knowledge of Camex, Davidson & Company held less than 1% of the outstanding Camex Shares, at the time of the preparation of the reports and/or at the time of the preparation of the technical information contained in this Circular.

UHY McGovern Hurley LLP, Chartered Professional Accountants, are the auditors of Desert Lion and have performed audits in respect of the annual financial statements of Desert Lion for the year ended December 31, 2016 and in respect of the condensed interim consolidated financial statements for the nine months ended September 30, 2017. UHY McGovern Hurley LLP are independent of Desert Lion in accordance with the applicable rules of professional conduct.

The Technical Report was prepared by or under the supervision of Michael S. Cronwright, M.Sc., Pr. Sci. Nat., FGSSA, of MSA, who is a qualified person pursuant to NI 43-101. A copy of the Technical Report is available electronically under Camex's profile on SEDAR at www.sedar.com.

To the knowledge of Desert Lion, UHY McGovern Hurley LLP and MSA each held less than 1% of the outstanding Desert Lion Shares, at the time of the preparation of the reports and/or at the time of the preparation of the technical information contained in this Circular.

LEGAL MATTERS

Certain legal matters in connection with the Business Combination will be passed upon by Cassels Brock & Blackwell LLP on behalf of Desert Lion and by Vantage Law Corporation on behalf of Camex. As of the date hereof,

the partners and associates of Cassels Brock & Blackwell LLP and Vantage Law Corporation, in each case as a group, beneficially owned, directly or indirectly, less than one percent of the outstanding Desert Lion Shares and Camex Shares, other than John Vettese, a partner of Cassels Brock & Blackwell LLP, director of Desert Lion and Board Nominee, who beneficially owns, directly or indirectly, 1,618,418 Camex Shares, 1,155,000 Desert Lion Shares 41,250 Desert Lion Unit Warrants and 162,500 Desert Lion Options as at the date hereof.

ADDITIONAL INFORMATION

The information contained in this Circular is given as of January 17, 2018, except as otherwise indicated. Additional financial information is provided in Camex's management's discussion and analysis and the consolidated financial statements for Camex's most recently completed financial year which are available under Camex's profile on SEDAR at www.sedar.com.

Schedule “A” INFORMATION CONCERNING CAMEX

Terms not otherwise defined in this Schedule have the meanings ascribed to them in the Circular under the heading “Glossary”.

Corporate Structure

Name, Address and Incorporation

Camex was incorporated on December 1, 1967 under the provisions of the BCBCA under the name Teldata Centres Ltd. Teldata Centres Ltd. changed its name to Micro Graphics Ltd. on March 14, 1969, which changed its name to Computrex Centres Ltd. on January 4, 1971, which changed its name to Camex Energy Corp. on July 12, 2005. On July 12, 2005, Camex changed its authorized share structure to an unlimited number of common shares, eliminated the class of preferred shares and consolidated the then outstanding common shares on the basis of one new share for each two then outstanding shares. In 2006, Camex changed its business activities from the operation of a data service bureau business to activities in the exploration for and development of oil and gas properties.

Camex is extra-provincially registered in each of the Provinces of Alberta and Ontario. The Camex Shares are listed for trading on the NEX Board of the TSXV under the trading symbol “CXE.H”.

The registered and head office of Camex is located at Suite 1600-609 Granville Street, Vancouver, British Columbia V7Y 1C3.

General Development of the Business

Camex is a junior oil and gas exploration company. However, as at the date of this Circular, Camex has no assets of merit and no sources of revenue. Following Camex’s financial restructuring in December 2013, Camex began the process of searching for and evaluating new business opportunities.

Camex has entered into the Amalgamation Agreement with Desert Lion in connection with the Amalgamation. See “*The Amalgamation Agreement*” in the Circular.

History

From its incorporation to July 12, 2005, Camex operated a data service bureau in Calgary, Alberta which processed the daily transactions of several financial institutions, health care organizations, government agencies and a major transportation company. In 2005, Camex’s management decided that with the expertise then available to Camex, the most promising future for Camex was in the oil and gas business. On July 12, 2005, the TSXV conditionally approved (subject to the completion of a financing of at least \$1,000,000 and the filing of final documentation) the change in Camex’s business to that of oil and gas exploration, development and production. On October 13, 2005, the TSXV provided Camex with formal approval to change its name from Computrex Centres Ltd. to Camex Energy Corp. and to consolidate the common shares of Camex on the basis of one new share for every two shares then issued and outstanding. Following this consolidation, Camex’s post-consolidation capital became an unlimited number of common shares without par value, of which 3,572,699 were then issued and outstanding.

In 2004, Camex purchased from Dagur Resources Inc. a 33% working interest in a prospective property located at McGregor Lake pursuant to a purchase, sale and general conveyance agreement. Camex acquired its interest in this purchase, sale and general conveyance agreement by way of an assignment agreement dated December 1, 2004 between Camex and G.M. Kernahan (the former President and Chief Executive Officer of Camex). In November 2008, Mr. Kernahan exercised his reversion rights under the assignment agreement, pursuant to which Camex disposed of its sole oil and gas interest for proceeds equal to \$140,000. These proceeds were applied against Camex’s debt owing to Mr. Kernahan.

On December 14, 2009, Camex settled a total of \$639,726 of debt owed to three creditors of Camex by the issuance of a total of 7,996,575 units of Camex at a deemed price of \$0.08 per unit; each unit was comprised of one Camex Share and one transferable share purchase warrant entitling the holder to purchase one Camex Share at a price of \$0.10 per share for 5 years from the date of issuance. Camex also completed a non-brokered private placement of 2,081,250 units of Camex to two investors at a price of \$0.08 per unit for total proceeds of \$166,500. Each unit consisted of one share and one transferable share purchase warrant. Each warrant entitled the holder to purchase one additional Camex Share at a price of \$0.10 per share for 5 years from the closing date.

Effective February 27, 2012, each warrant holder pursuant to the foregoing transactions agreed to cancel their warrants to purchase an aggregate of up to 10,077,825 Camex Shares exercisable at \$0.10 per share.

On June 20, 2012, Camex completed a consolidation of its common shares on a five old shares to one new share basis, pursuant to which the post-consolidation share capital of Camex was 2,770,105 issued and outstanding Camex Shares. Camex completed a second consolidation of its common shares on a one and one half old shares for one new share basis on December 7, 2012.

On December 21, 2012, Camex completed a private placement whereby it issued 12,000,000 units at a price of \$0.05 per unit for gross proceeds of \$600,000. Each unit consisted of one common share and one share purchase warrant entitling the holder to acquire one additional common share at a price of \$0.10 on or before December 21, 2013. The warrants issued pursuant to this private placement have expired.

On February 6, 2013, Camex granted 1,350,000 stock options to its directors, officers and a consultant of Camex at an exercise price of \$0.18 per share. These stock options expire 5 years after the date of the grant.

On March 25, 2014, Camex completed a private placement and debt settlement. Under the terms of the private placement, Camex issued 1,868,000 Camex Shares at a price of \$0.05 per share for gross proceeds of \$93,400. Under the terms of the debt settlement, Camex settled \$126,600 in outstanding indebtedness through the issuance of 2,532,000 Camex Shares at a deemed price of \$0.05 per share.

On April 11, 2014, Camex entered a letter of intent to acquire all of the issued and outstanding securities of BlackRock Metals Inc. (“**BlackRock**”), an arm’s-length party, by way of a share exchange (the “**BlackRock Transaction**”). The letter of intent was terminated on October 16, 2015 by mutual agreement. Camex advanced no proceeds to BlackRock or any of its related parties nor did not assume any contingent liabilities or guarantees in connection with the proposed acquisition of BlackRock.

On November 14, 2016, Camex settled outstanding indebtedness of \$78,589.90 through the issuance of 1,571,798 common shares at a deemed price of \$0.05 per share. The indebtedness represented funds loaned to Camex to provide sufficient capital to comply with its reporting and disclosure obligations.

Selected Financial Information and Management’s Discussion and Analysis

The following table sets out certain selected financial information of Camex in summary form for the financial years ended March 31, 2017 and 2016, and for the interim period ended September 30, 2017. This selected financial information has been derived from and should be read in conjunction with Camex’s financial statements for the financial years ended March 31, 2017 and 2016, and for the interim period ended September 30, 2017 and 2016, which are attached to this Circular as Schedules “M” and “N”, respectively:

	Six Months ended September 30, 2017 (unaudited)	Financial Year ended March 31, 2017 (audited)	Financial Year ended March 31, 2016 (audited)
Total expenses	\$76,543	\$155,865	\$153,751
Amounts deferred in connection with the Completion of the Business Combination (Other than amounts disclosed elsewhere in this Filing Statement)	\$Nil	\$Nil	\$Nil

Note:

- (1) The information presented is derived from the respective condensed consolidated interim unaudited financial statements, and the annual audited financial statements which have been prepared by management and are in accordance with IFRS and presented in Canadian dollars.

Management's Discussion and Analysis

Financial information relating to Camex, including its audited financial statements as at and for the year ended March 31, 2017 and for the six month period ended September 30, 2017 and 2016 and its related management's discussion and analysis are attached hereto as Schedules "M" through "P".

Description of Securities

Camex Shares

Camex is authorized to issue an unlimited number of Camex Shares without par value and an unlimited number of Camex Preferred Shares without par value.

The holders of Camex Shares are entitled to dividends, if, as and when declared by the board of directors, to one vote per Camex Share at meetings of the shareholders of Camex and, upon liquidation, to share equally in such assets of Camex as are distributable to the holders of Camex Shares. All Camex Shares are fully paid and non-assessable common shares of Camex.

Stock Option Plan and Options Granted

Camex has adopted the Camex Option Plan which provides that the board of directors of Camex may, from time to time, in its discretion, and in accordance with the TSXV requirements, grant to directors, officers and employees of Camex and to consultants and employees of a company providing management services to Camex, non-transferable options to purchase Camex Shares. The aggregate number of Camex Shares reserved for issuance will not exceed 10% of the issued and outstanding Camex Shares at the time an option is granted. Such options will be exercisable for a maximum period of up to ten years from the date of grant. In connection with the foregoing, the number of Camex Shares reserved for issuance to any individual in any 12 month period will not exceed 5% of the issued and outstanding Camex Shares. In addition, the Camex Option Plan provides that no more than 2% of the issued Camex Shares will be granted to any one consultant in any 12 month period. Further, the Camex Option Plan provides that the total number of Camex Shares issued to any person within a 12 month period pursuant to the exercise of options granted under the Camex Option Plan shall not exceed 5% of the outstanding Camex Shares at the time of the exercise.

Under the Camex Option Plan, the directors must set the option price at not less than the "Discounted Market Price", as calculated pursuant to the policies of the TSXV, or such other minimum price as may be required or permitted by the TSXV.

Subject to the discretion of the board of directors of Camex, stock options granted under the terms of the Camex Option Plan will fully vest on the date of grant of such stock options. In accordance with the TSXV's policies, stock options issued to consultants performing investor relations services must vest in stages over a minimum of twelve months with no more than a quarter of the stock options vesting in any 3 month period.

Generally, stock options must expire and terminate on a date stipulated by the board of directors of Camex at the time of grant and, in any event, must terminate within a reasonable time following the date on which the option holder ceases to be an employee, officer, director or consultant. If an option holder dies, the stock options of the deceased option holder will be exercisable by his or her legal representatives for a period not exceeding 12 months or the balance of the term of the stock options, whichever is shorter.

As of September 30, 2017, Camex granted Camex Options to its directors, officers and a consultant of Camex to purchase an aggregate of 1,350,000 Camex Shares pursuant to the Camex Option Plan, which Camex Options are exercisable at a price of \$0.18 per share until February 6, 2018.

Subject to approval of the Stock Option Plan Resolution at the Camex Meeting, upon completion of the Business Combination, Camex will adopt the New Option Plan, the terms and provisions of which are in compliance with the requirements of the TSXV for security-based compensation arrangements. Upon closing of the Business Combination, the Camex Option Plan shall terminate and be of no further force or effect and all Camex Options outstanding (after giving effect to the Consolidation) will remain in force and will be governed by the New Option Plan. See “*Particulars of Matters to be Acted Upon at the Camex Meeting – The Stock Option Plan Resolution.*”

Prior Sales

During the 12-month period before the date of this Circular, Camex issued no Camex Shares.

TSXV Price

The Camex Shares have been posted for trading on the TSXV since December 21, 2012 under the trading symbol “CXE.H”. The Camex Shares were halted from trading on October 12, 2017 pending the receipt and review by the TSXV of acceptable documentation regarding a change of business of Camex and a reverse takeover, including the review of this Circular.

Period	High	Low	Trading Volume
Q3 – 2016 (October – December 2015) ⁽¹⁾	n/a	n/a	n/a
Q4 – 2016 (January – April 2016) ⁽¹⁾	n/a	n/a	n/a
Q1 – 2017 (April – June 2016) ⁽¹⁾	n/a	n/a	n/a
Q2 – 2017 (July – September 2016) ⁽¹⁾	n/a	n/a	n/a
Q3 – 2017 (October 11, 2016 – December 2016) ⁽¹⁾	\$0.15	\$0.07	125,592
Q4 – 2017 (January – March 2017)	\$0.15	\$0.08	30,798
Q1 – 2018 (April – June 2017)	\$0.10	\$0.08	5,610
July 2017	\$0.10	\$0.10	1,333
August 2017	-	-	Nil
September 2017	\$0.11	\$0.11	1,000
October 2017 ⁽²⁾	\$0.11	\$0.11	666
November 2017 ⁽²⁾	n/a	n/a	n/a

Notes:

- (1) The Camex Shares were halted from trading on April 11, 2014 to October 11, 2016 in relation to the proposed BlackRock Transaction. The last trading price before such halt was \$0.045 per share.
- (2) The Camex Shares were halted from trading on October 12, 2017 upon the announcement of the Blackrock Transaction. The last trading price before such halt was \$0.11 per share.

Executive Compensation

Compensation Discussion and Analysis

Camex's principle object is to identify and evaluate opportunities for the acquisition of an interest in assets or businesses and, once identified, to evaluate and negotiate a transaction. Camex does not have conventional business operations and limited assets. During the fiscal years ended March 31, 2017 and March 31, 2016, no payments or remuneration of any kind (other than the grant of incentive stock options) has been made to any of the officers or directors of Camex.

Camex does not have written employment agreements with its named executive officers, which officers are indicated below under the heading "*Schedule A – Information Concerning Camex – Executive Compensation – Director and NEO Summary Compensation Table*".

Compensation

The following table sets out certain information respecting the compensation paid to the directors and NEOs of Camex for the financial years ended March 31, 2017, and 2016.

Director and NEO Summary Compensation Table

Name and position	Year ⁽¹⁾	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites (\$)	Value of all other compensation (\$)	Total compensation (\$)
Scott Ackerman President, CEO & Secretary ⁽²⁾	2017	Nil	Nil	Nil	Nil	Nil	Nil
	2016	Nil	Nil	Nil	Nil	Nil	Nil
Robert Chisholm CFO ⁽³⁾	2017	Nil	Nil	Nil	Nil	Nil	Nil
	2016	Nil	Nil	Nil	Nil	Nil	Nil
Craig Goldenberger Director ⁽⁴⁾	2017	Nil	Nil	Nil	Nil	Nil	Nil
	2016	Nil	Nil	Nil	Nil	Nil	Nil
Rick Cox Director ⁽⁴⁾	2017	Nil	Nil	Nil	Nil	Nil	Nil
	2016	Nil	Nil	Nil	Nil	Nil	Nil

Notes:

- (1) Year ended March 31.
- (2) Scott Ackerman was appointed as a Director, President and CEO of Camex on December 20, 2012. Mr. Ackerman is employed by Emprise Capital Corp. ("ECC"), which provides accounting and administrative services to Camex. Mr. Ackerman is compensated for his services to Camex through periodic grants of stock options by the Camex.
- (3) Robert Chisholm was appointed as CFO on December 20, 2012. Mr. Chisholm is employed by ECC, which provides accounting and administrative services to Camex. Mr. Chisholm is compensated for his services to Camex through periodic grants of stock options by Camex.
- (4) Craig Goldenberger and Rick Cox were elected as Directors of Camex on December 20, 2012.

Stock Options and Other Compensation Securities

The following table sets out all compensation securities granted or issued to each director and NEO by Camex for services provided or to be provided, directly or indirectly, to Camex in the 12-month period ended March 31, 2017.

Name and position	Type of compensation security⁽¹⁾	Number of compensation securities, number of underlying securities, and percentage of class⁽²⁾	Date of issue or grant⁽³⁾	Issue, conversion, or exercise price (\$)⁽⁴⁾	Closing price of security or underlying security on date of grant (\$)	Closing price of security or underlying security at year end (\$)	Expiry date
Scott Ackerman President, CEO & Secretary ⁽¹⁾	N/A	Nil	N/A	N/A	N/A	N/A	N/A
Robert Chisholm CFO ⁽²⁾	N/A	Nil	N/A	N/A	N/A	N/A	N/A
Craig Goldenberger Director ⁽³⁾	N/A	Nil	N/A	N/A	N/A	N/A	N/A
Rick Cox Director ⁽⁴⁾	N/A	Nil	N/A	N/A	N/A	N/A	N/A

Notes:

- (1) Scott Ackerman held a total of 445,000 fully vested options, exercisable at \$0.18 per share until February 6, 2018, as at March 31, 2017.
- (2) Robert Chisholm held a total of 445,000 fully vested options, exercisable at \$0.18 per share until February 6, 2018, as at March 31, 2017.
- (3) Craig Goldenberger held a total of 100,000 fully vested options, exercisable at \$0.18 per share until February 6, 2018, as at March 31, 2017.
- (4) Rick Cox held a total of 100,000 fully vested options, exercisable at \$0.18 per share until February 6, 2018, as at March 31, 2017.

During the most recently completed financial year, there were no exercises of compensation securities by directors or NEOs.

Incentive Plan Awards – Value Vested Or Earned During The Year

The following table sets out certain information respecting the value of each NEO's share-based and option-based awards that became vested or were earned during the financial year ended March 31, 2017.

Name	Option-based awards –Value vested during the year (\$)⁽¹⁾	Share-based awards –Value vested during the year (\$)	Non-equity incentive plan compensation –Value earned during the year (\$)
Scott Ackerman	Nil	Nil	Nil
Robert Chisholm	Nil	Nil	Nil

Notes:

- (1) For options that became vested during the fiscal year ended March 31, 2017, and were in-the-money on their vesting date, based on the difference between the exercise price of the option and the closing market price of Camex's common shares on the TSXV on the vesting date.

Narrative Discussion

The grant of stock options to NEOs pursuant to the Camex Option Plan is discussed above under the heading “*Schedule A – Information Concerning Camex – Executive Compensation – Stock Options and Other Compensation Securities*”.

Stock Options

Camex has in effect the Camex Option Plan in order to provide effective incentives to directors, officers, senior management personnel of Camex and to enable Camex 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 Camex’s Shareholders. Camex has no equity compensation plans other than the Camex Option Plan. Previous grants of stock options are taken into account when considering new grants.

Option Based Awards

Option-based awards are granted, at the discretion of the Camex Board, based on award levels in the past in compliance with applicable securities law, stock exchange and other regulatory requirements. Option grants may also be issued, at the discretion of the Camex Board, throughout the year, to attract new directors, officers, employees or consultants.

Incentive Plan Awards – Value Vested Or Earned During The Year

The following table sets out certain information respecting the value of share-based and option-based awards that became vested or were earned during the financial year ended March 31, 2017 for the directors of Camex who were not NEOs.

Name	Option-based awards – Value vested during the year (\$)	Share-based awards – Value vested during the year (\$)	Non-equity incentive plan compensation – Value earned during the year (\$)
Craig Goldenberger	Nil	Nil	Nil
Rick Cox	Nil	Nil	Nil

Management Contracts

Camex is not a party to a management contract with anyone other than directors or executive officers of Camex except as follows:

On December 1, 2012, Camex entered into an accounting and administration services agreement with ECC, whereby ECC is paid a monthly fee of \$10,000. Scott Ackerman, President, CEO, Secretary and a director of Camex, and Robert Chisholm, CFO of Camex, are directors of ECC.

Corporate Governance

Camex and the Camex Board recognize the importance of corporate governance to the effective management of Camex and to the protection of its stakeholders, particularly Camex Shareholders. Camex is pleased to present its approach to corporate governance which is designed with a view to ensuring that the business and affairs of Camex are effectively managed so as to enhance Camex Shareholder value. The Camex Board fulfills its mandate directly and through the Camex Audit Committee at regularly scheduled meetings or as required. The directors are kept informed regarding Camex’s operations at regular meetings, or as otherwise required and through reports and discussions with management on matters within their particular areas of expertise. Frequency of meetings may be increased and the nature of the agenda items may be changed depending upon the state of Camex’s affairs and in light of opportunities or risks that Camex faces.

National Policy 58-201 – *Corporate Governance Guidelines* establishes corporate governance guidelines which apply to all public companies. National Instrument 58-101 – *Disclosure of Corporate Governance Practices* mandates disclosure of corporate governance practices which disclosure is set out below, in accordance with Form 58-101F2 – *Corporate Governance Disclosure (Venture Issuers)*.

Board Of Directors

The Camex Board supervises the CEO and the CFO. Both the CEO and CFO are required to act in accordance with the scope of authority provided to them by the Camex Board.

Director	Independence
Scott Ackerman	Not independent, as he is the President and CEO of the Company
Craig Goldenberger	Independent
Rick Cox	Independent

Directorships

The following directors of Camex are currently directors of the following other reporting issuers:

Name of Director	Name of Reporting Issuer
Scott Ackerman	Bravern Ventures Ltd.
	North Bluff Capital Corp.
	Quadron Cannatech Corp.
	Sixonine Ventures Ltd.
	Ripper Oil and Gas Inc.
	Dolos Capital Corp.
	Sebastiani Ventures Corp.
	Ladera Ventures Corp.
	Volcanic Metals Corp.
Craig Goldenberger	Ladera Ventures Corp.
	DLC Holdings Ltd.
Rick Cox	Ladera Ventures Corp.
	Bravern Ventures Ltd.

Orientation and Continuing Education

The Camex Board does not have a formal process for the orientation of new Camex Board members. Orientation is done on an informal basis. New Camex Board members are provided with such information as is considered necessary to ensure that they are familiar with Camex's business and understand the responsibilities of the Camex Board.

The Camex Board does not have a formal program for the continuing education of its directors. Camex expects its directors to pursue such continuing education opportunities as may be required to ensure that they maintain the skill and knowledge necessary to fulfill their duties as members of the Camex Board. Directors can consult with Camex's professional advisors regarding their duties and responsibilities, as well as recent developments relevant to Camex and the Camex Board.

Ethical Business Conduct

The Camex Board has not adopted a formal code of ethics. In the Camex Board's view, the fiduciary duties placed on individual directors by corporate legislation and the common law, and the restrictions placed by corporate legislation on an individual director's participation in decisions of the Camex Board in which the director has an interest, have been sufficient to ensure that the Camex Board operates independently of management and in the best interests of Camex.

Although Camex has not adopted a formal code of ethics, Camex promotes an ethical business culture. Directors and officers of Camex are encouraged to conduct themselves and the business of Camex with the utmost honesty and integrity. Directors are also encouraged to consult with Camex's professional advisors with respect to any issues related to ethical business conduct.

Nomination Of Directors

The identification of potential candidates for nomination as directors of Camex is primarily done by the CEO, but all directors are encouraged to participate in the identification and recruitment of new directors. Potential candidates are primarily identified through referrals by business contacts.

The Camex Board will identify and recommend new nominees as directors of Camex based upon the following considerations:

- (i) the competencies and skills necessary for the Camex Board as a whole to possess;
- (ii) the competencies and skills necessary for each individual director to possess;
- (iii) the competencies and skills which each new nominee of the Camex Board is expected to bring; and
- (iv) whether the proposed nominees to the Camex Board will be able to devote sufficient time and resources to Camex.

Compensation

The compensation of directors and the CEO is determined by the Camex Board as a whole. Such compensation is determined after consideration of various relevant factors, including the expected nature and quantity of duties and responsibilities, past performance, comparison with compensation paid by other issuers of comparable size and nature, and the availability of financial resources.

Other Board Committees

The Camex Board does not have any standing committees other than the Camex Audit Committee.

Assessments

The Camex Board does not have any formal process for assessing the effectiveness of the Camex Board, its committees, or individual directors. Such assessments are done on an informal basis by the CEO and the Camex Board as a whole.

Audit Committee

The Camex Board has established the Camex Audit Committee to provide oversight of Camex's financial management and of the design and implementation of an effective system of internal financial controls as well as to review and report to the Camex Board on the integrity of the financial statements of Camex, its subsidiaries and associated companies. This includes helping directors meet their responsibilities, facilitating better communication between directors and the external auditor, enhancing the independence of the external auditor, increasing the credibility and objectivity of financial reports and strengthening the role of the directors by facilitating in-depth discussions among directors, management and the external auditor. Management is responsible for establishing and maintaining those controls, procedures and processes and the Camex Audit Committee is appointed by the Camex Board to review and monitor them. Camex's external auditor is ultimately accountable to the Camex Board and the Camex Audit Committee as representatives of Camex's shareholders.

Camex Audit Committee's Charter

A copy of the charter of the Camex Audit Committee is attached as Schedule "Y" to this Circular.

Composition of the Camex Audit Committee

The Camex Audit Committee is currently comprised of Scott Ackerman, Rick Cox, and Craig Goldenberger. Messrs. Cox and Goldenberger are "independent" and all are "financially literate" as defined under NI 52-110.

Relevant Education and Experience

All members of the Camex Audit Committee have been involved in enterprises which publicly report financial results, each of which requires a working understanding of, and ability to analyze and assess, financial information (including financial statements).

Scott Ackerman

Mr. Ackerman is the President and CEO of Emprise Capital Corp. ("Emprise") a company providing management, restructuring, accounting and financial services to public companies. Mr. Ackerman has been active in the public markets for more than 25 years, having held senior executive roles in various capacities from Investor Relations to Executive Management. In addition, to this role with Emprise, Mr. Ackerman serves as director and/or officer of a number of publicly traded and private "start-up" venture companies, and has experience in all aspects of corporate restructures, both in the US and Canadian jurisdictions, including Chapter 11 processes in the US and Notice of Intent filings under the Bankruptcy Act in Canada. Mr. Ackerman graduated from the British Columbia Institute of Technology with a diploma in Marketing in 1987.

Rick Cox

Mr. Cox is currently a senior consultant to a privately held water sciences company, Ocion Water Sciences Inc. He has also served as a senior officer of a geo thermal manufacturing company which is a subsidiary of a publicly held multinational corporation. Mr. Cox is also a director of several public companies, and has been a senior officer and owner of several privately held manufacturing entities over the past 20 years.

Craig Goldenberger

Mr. Goldenberger is currently a senior officer of a private business advisory services company. He has served as a senior officer and a director of a number of private and public technology companies over the past ten years. Mr. Goldenberger graduated from the University of Washington, School of Economics with a BA in Economics in 1985, and from the University of Washington, Foster School of Business with a BA in Finance in 1985.

Audit Committee Oversight

At no time during Camex's most recently completed financial year was a recommendation of the Camex Audit Committee to nominate or compensate an external auditor (currently, Davidson & Company, LLP, Chartered Professional Accountants) not adopted by the Camex Board.

Reliance on Certain Exemptions

During the most recently completed financial year, Camex has not relied on certain exemptions set out in NI 52-110, namely section 2.4 (De Minimis Non-audit Services), subsection 6.1.1(4) (Circumstance Affecting the Business or Operations of the Venture Issuer), subsection 6.1.1(5) (Events Outside Control of Member), subsection 6.1.1(6) (Death, Incapacity or Resignation), and any exemption, in whole or in part, in Part 8 (Exemptions).

Pre-Approval Policies and Procedures

The Camex Audit Committee has not adopted formal policies and procedures for the engagement of non-audit services. Subject to the requirements of the NI 52-110, the engagement of non-audit services is considered by, as applicable, the Camex Board and the Camex Audit Committee, on a case by case basis.

External Auditor Service Fees (By Category)

The following table sets out the aggregate fees charged to Camex by the external auditor in each of the last two financial years for the category of fees described.

	FYE 2017	FYE 2016
Audit Fees(1)	\$8,160	\$8,160
Audit-Related Fees(2)	Nil	Nil
Tax Fees(3)	\$1,500	\$1,500
All Other Fees(4)	Nil	Nil
Total Fees:	\$9,660	\$9,660

Notes:

1. "Audit fees" include aggregate fees billed by Camex's external auditor in each of the last two fiscal years for audit fees.
2. "Audited related fees" include the aggregate fees billed in each of the last two fiscal years for assurance and related services by Camex's external auditor that are reasonably related to the performance of the audit or review of Camex's financial statements and are not reported under "Audit fees" above. The services provided 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 the aggregate fees billed in each of the last two fiscal years for professional services rendered by Camex's external auditor for tax compliance, tax advice and tax planning. The services provided include 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 the aggregate fees billed in each of the last two fiscal years for products and services provided by Camex's external auditor, other than "Audit fees", "Audit related fees" and "Tax fees" above

Exemption

During the most recently completed financial year, Camex relied on the exemption set out in section 6.1 of NI 52-110 with respect to compliance with the requirements of Part 3 (Composition of the Audit Committee) and Part 5 (Reporting Obligations).

Non Arm's Length Transactions

It is the collective view of Camex and Desert Lion that the proposed Business Combination is not a non arm's length transaction.

Legal Proceedings

There are no legal proceedings to which Camex is, or has been, a party to or of which any of its property is, or has been, the subject matter. Additionally, to the reasonable knowledge of the management of Camex, there are no such proceedings contemplated.

Auditor, Transfer Agents and Registrars

Auditor

The auditors of Camex are Davidson & Company LLP, Chartered Professional Accountants, located at 1200-609 Granville Street, PO Box 10372 Pacific Centre, Vancouver, British Columbia V7Y 1G6.

Transfer Agent and Registrar

Camex's transfer agent and registrar is Computershare Investor Services Inc. at its principal office in Vancouver, British Columbia at 3rd Floor, 510 Burrard Street, Vancouver, British Columbia V6C 3B9.

Material Contracts

Other than the Amalgamation Agreement, Camex has not entered into any material contracts, except in the ordinary course of business.

Copies of the foregoing agreement will be available for inspection at the registered offices of Camex, Suite 1600-609 Granville Street, Vancouver, British Columbia V7Y 1C3, during ordinary business hours, until the completion of the Business Combination and for a period of 30 days thereafter. The Amalgamation Agreement is also available under Camex's profile on SEDAR at www.sedar.com.

Schedule “B”
INFORMATION CONCERNING DESERT LION

Corporate Structure

Desert Lion was incorporated under the name “2523701 Ontario Inc.” pursuant to a Certificate of Incorporation issued under the *OBCA* on June 17, 2016. On February 16, 2017, 2523701 Ontario Inc. filed articles of amendment to change its name to “Desert Lion Energy Corp.” and to increase its authorized capital by creating an unlimited number of convertible preference shares (the “**Desert Lion Preferred Shares**”). On June 23, 2017, Desert Lion filed articles of amendment to consolidate all of its issued and outstanding common shares on the basis of one new common share for every two issued and outstanding common shares of Desert Lion. On August 14, 2017, Desert Lion completed an amalgamation with 1976567 Ontario Inc. to form a new entity that continued under the name “Desert Lion Energy Corp.”

The head and registered office for Desert Lion is located at 65 Queen St. West, Suite 815, Toronto, Ontario, M5H 2M5.

Intercorporate Relationships

Desert Lion owns 100% of the ordinary shares of Desert Lion Energy (Mauritius) Ltd. (“**Desert Lion Mauritius**”), a company incorporated under the laws of Mauritius on May 26, 2017, representing 100% of the votes attached to all voting securities of Desert Lion Mauritius. Desert Lion Mauritius in turn owns 80% of Desert Lion Energy (Pty) Ltd. (“**Desert Lion Namibia**”), which was acquired pursuant to the Share Purchase Agreement, representing 80% of the votes attached to all voting securities of Desert Lion Namibia. Desert Lion Namibia (formerly named !HUNI-/URIB Investments (Pty) Limited), is a private Namibian company which holds a 100% interest in the Desert Lion Project. See “*Schedule B – Information Concerning Desert Lion – General Development of the Business*”, below.

Pursuant to the Amalgamation, Desert Lion will amalgamate with Camex Subco to form Amalco. Amalco will be a wholly-owned subsidiary of Camex and it will hold all of the issued and outstanding shares of Desert Lion. See “*Schedule C – Information Concerning the Resulting Issuer – Intercorporate Relationships*”.

General Development of the Business

Desert Lion was formed to acquire an indirect interest in the Desert Lion Project through the acquisition of 80% of the issued and outstanding shares of Desert Lion Namibia. Desert Lion is focused on the exploration and development of the Desert Lion Project located in the Erongo Region of Namibia.

Acquisition of Desert Lion Namibia

On November 17, 2017, Desert Lion entered into the Share Purchase Agreement with the HUNI Vendors to acquire 80% of the ordinary shares (the “**Target Shares**”) of Desert Lion Namibia (formerly named !HUNI-/URIB Investments (Pty) Limited) (the “**Acquisition**”).

Pursuant to the terms of the Share Purchase Agreement, the consideration for the purchase of the Target Shares is to be satisfied as follows: (1) a cash payment of US\$100,000, which was paid on execution of the Share Purchase Agreement, (2) a cash payment of US\$1,600,000, which was paid on the closing of the Acquisition, (3) the HUNI Vendors shall be issued an aggregate of 549,450 New Camex Shares following closing of the Business Combination, and (4) upon the issuance of a mining licence to Desert Lion in respect of the EPL, the HUNI Vendors shall be issued such number of New Camex Shares having an aggregate value of C\$500,000 at a deemed price per share equal to the closing price of Camex’s shares on the date of the issuance of the mining licence.

The Acquisition closed on March 20, 2017.

The remaining 20% of Desert Lion Namibia (the “**20% Retained Interest**”) is indirectly held by the HUNI Vendors through a Namibian company called !HUNI-/URIB Holdings (Pty) Ltd. (“**HUNI Holdings**”). The 20% Retained Interest is a free carried, non-dilutive interest such that, subject to the below, HUNI Holdings shall not be required to contribute to any of the fees, costs and other ongoing expenses of Desert Lion Namibia, provided, however, that (1) the sole funding commitment of Desert Lion shall cease in the event that HUNI Holdings transfers its 20% Retained Interest to a third party, and (2) should changes to Namibian law require “disadvantaged persons in Namibia” to acquire shares of Desert Lion Namibia, HUNI Holdings and Desert Lion Namibia shall be diluted proportionately. In addition, all capital contributed by Desert Lion on behalf of HUNI Holdings shall be repaid to Desert Lion as to 50% in priority to the payment of any dividends to HUNI Holdings until repaid in full.

Financings

On September 22, 2016, Desert Lion issued 6,250,000 Desert Lion Shares at a price of \$0.05 per share for gross proceeds of \$312,500. In connection with the financing, Desert Lion granted 500,000 Desert Lion Broker Warrants to certain finders. The proceeds of this financing were to be used to conduct initial due diligence on the Desert Lion Project.

Following execution of a letter of intent for the acquisition of Desert Lion Namibia and the Desert Lion Project, on October 5, 6 and 21, 2016, Desert Lion issued an aggregate of 13,000,000 Desert Lion Shares at a price of \$0.20 per share for gross proceeds of \$2,600,000. Desert Lion paid a cash fee of \$228,150 and issued an aggregate of 1,040,000 Desert Lion Broker Warrants to certain finders in connection with these financings.

Following execution of the Share Purchase Agreement, on December 8, 2016, Desert Lion issued 500,000 common shares at a price of \$0.50 per share for gross proceeds of \$250,000.

On March 20 and 28, 2017, Desert Lion issued an aggregate of 7,197,915 Desert Lion Preferred Shares at a price of \$0.50 per share for gross proceeds of \$3,598,957.50 (the “**Preferred Share Offering**”). On closing of the Acquisition, each Desert Lion Preferred Share automatically converted, without payment of any additional consideration and without any further action on the part of the holder thereof, into one Desert Lion Share.

On September 22, 2017, October 10, 2017, November 29, 2017, December 9, 2017 and December 29, 2017, Desert Lion completed the Unit Offering of an aggregate of 5,973,169 Units at a price of \$1.82 per Unit for gross proceeds to Desert Lion of \$10,871,167. Each Unit is comprised of one Desert Lion Share and three-quarters of one Desert Lion Unit Warrant. Each whole Desert Lion Unit Warrant is exercisable to acquire one Desert Lion share at a price of \$2.28 until the date that is 24 months following closing of the Unit Offering.

In connection with the Unit Offering, Desert Lion paid a cash fee to certain finders of \$439,732.12, representing 6% of the gross proceeds raised from the sale of the Units to certain subscribers referred to the Company by such finders. As additional consideration, Desert Lion issued 241,609 Desert Lion Broker Warrants, representing 6% of the Units sold to certain subscribers referred to the Company by the finder pursuant to the Unit Offering. Each Desert Lion Broker Warrant issued in connection with the Unit Offering entitles holder thereof to acquire one Desert Lion Share and three-quarters of a Desert Lion Unit Warrant at a price of \$1.82 per Desert Lion Broker Warrant until the date that is 24 months following closing of the Unit Offering.

In December 2017, Desert Lion completed the Brokered SR Offering of an aggregate of 3,734,749 Subscription Receipts at a price of \$1.82 per Subscription Receipt for gross proceeds of \$6,797,243. Desert Lion also completed the concurrent Non-Brokered SR Offering of 1,666,458 Subscription Receipts for gross proceeds of \$3,032,953 on the same terms as the Brokered SR Offering. Upon satisfaction of the Escrow Release Conditions, each Subscription Receipt will be automatically converted without any further consideration or action by the holder thereof into one Desert Lion Share and one Desert Lion SR Warrant. Each Desert Lion SR Warrant is exercisable to acquire one Desert Lion Share at a price of \$2.28 until December 13, 2019. A total of 5,401,207 Subscription Receipts were issued pursuant to the SR Offering for total gross proceeds of \$9,830,196.

In connection with the Brokered SR Offering, the Company paid a cash fee to the Agents equal to \$335,834.56, being 6% of the gross proceeds raised from the sale of the Subscription Receipts pursuant to the Brokered

SR Offering in accordance with the terms of the Agency Agreement. In addition, the Agents receive an aggregate of 224,084 SR Compensation Options representing 6% of the Subscription Receipts sold pursuant to the Brokered SR Offering in accordance with the terms of the Agency Agreement. Each SR Compensation Option issued in connection with the Brokered SR Offering entitles the holder thereof to acquire one SR Compensation Share and one-quarter of a SR Compensation Warrant at a price of \$1.82 per SR Compensation Option until December 13, 2019. Each SR Compensation Warrant entitles the holder thereof to acquire one SR Compensation Warrant Share at a price of \$2.28 until December 13, 2019.

In connection with the Non-Brokered SR Offering, Desert Lion also paid an aggregate of \$148,747.37 to certain finders, representing 6% of the gross proceeds raised from the sale of the Subscription Receipts pursuant to the Non-Brokered SR Offering to subscribers referred to Desert Lion by such finders. In addition, the finders receive an aggregate of 83,210 SR Compensation Options representing 6% of the Subscription Receipts sold pursuant to the Non-Brokered SR Offering to subscribers referred to Desert Lion by such finders.

Helikon Acquisition

On August 21, 2017, Desert Lion entered into the Helikon Agreement whereby Desert Lion Namibia was granted the exclusive right to purchase and acquire the Helikon Mining Interests from the Helikon Vendors, free and clear of all encumbrances on the date that is the earlier of: (i) 3 business days after Desert Lion and Desert Lion Namibia have provided written notice to the Helikon Vendors that they seek to close the purchase and sale, and (ii) December 29, 2017. The purchase and sale shall be effected via the irrevocable surrender (the “**Surrender**”) by the Helikon Vendors, as applicable, of the Helikon Mining Interests back to the Government of Namibia with the legal effect that such Helikon Mining Interests shall then be subsumed and form part of the EPL.

The aggregate consideration payable for the Helikon Mining Interests and the Surrender was the sum of the Canadian dollar equivalent to ZAR 21.0 million (using currency exchange rates as provided below) and payable as follows:

- (a) the Canadian dollar equivalent to ZAR 4.0 million, being \$381,160.00, which was paid on August 23, 2017, and
- (b) the Canadian dollar equivalent to ZAR 17.0 million, being \$1,663,620, which was paid on December 16, 2017.

The purchase and sale of the Helikon Mining Interests was completed on December 16, 2017 via the Surrender.

Amalgamation Agreement

On October 12, 2017, and as amended on December 1, 2017, Desert Lion entered into the Amalgamation Agreement with Camex and Camex Subco. Pursuant to the Amalgamation Agreement, each one issued and outstanding Desert Lion Share will be exchanged for one New Camex Share. Each Desert Lion Option will be exchanged for one Camex Replacement Option, having the same terms and condition as the Desert Lion Options, and will entitle the holder thereof to acquire, upon exercise thereof, and for the consideration payable therefor, one New Camex Share. In addition, each issued and outstanding Desert Lion Warrant and Desert Lion Broker Warrant shall become exercisable to acquire one New Camex Share.

Jinhui Lithium Offtake Agreement

Desert Lion Namibia and Jinhui signed an offtake agreement dated November 6, 2017 (the “**Jinhui Lithium Offtake Agreement**”). The Effective Date of the Jinhui Lithium Offtake Agreement was November 16, 2017, being the date of receipt by Desert Lion Namibia of a deposit in the amount of US\$4.5 million (the “**Deposit**”).

The Jinhui Lithium Offtake Agreement provides for the sale by Desert Lion Namibia to Jinhui of material (the “**Material**”) located in the stockpile (the “**Stockpile**”) at the Desert Lion Project.

The Material consists of the following: (i) the lepidolite minerals containing 2% lithium oxide and the 200kt of lepidolite minerals containing 2% lithium oxide; and (ii) the lepidolite minerals containing 3.5% lithium oxide and 50kt of lepidolite minerals containing 3.5% lithium oxide. The purchase price for the materials is determined as of the first day of each month, for that month, calculated as a percentage of the previous 30 day moving average price of 99.5% lithium carbonate as published by Asian Metals (the “**Benchmark**”). The percentage of the Benchmark is determined by the average lithium oxide and tantalum content of the Material.

The Deposit depletes throughout the term by an adjustment to the purchase price, using a depletion factor of US\$40.00 per tonne. Payments of the purchase price are to be collateralized by the delivery by Jinhui to Desert Lion Namibia of irrevocable and unconditional letters of credit drawable on a major international bank with no less than an A rating.

The term of the Jinhui Lithium Offtake Agreement began on November 16, 2017 and ends on the earlier of 60 months following such date and the date that is 15 business days after all Material has been removed from the Stockpile by Desert Lion Namibia; has been delivered by Desert Lion Namibia to its warehouse at Port Walvis Bay (the “**FOB Port**”); has been loaded on to the vessel nominated by Jinhui; and has been paid for by Jinhui.

If Desert Lion Namibia has not delivered the first shipment of Material to the FOB Port on or before March 16, 2018 (the “**Deadline Date**”), the Deposit shall become due and owing by Desert Lion Namibia to Jinhui, together with interest thereon at the rate of 10% per annum and Jinhui shall be entitled to terminate the Jinhui Lithium Offtake Agreement.

If Desert Lion Namibia has delivered the first shipment of Material (approximate amount 30kt, combined as to the Material type) to the FOB Port on or before the Deadline Date, then Jinhui shall have a period of 30 days to send a written notice that it elects to subscribe for an amount of common shares of Desert Lion that after such subscription equals 15% of the issued shares, in consideration of the payment of the sum of \$13.0 million. At the same time, Jinhui may exercise a right of election to enter into a Phase II Material Offtake Agreement (so long as Jinhui shall then have purchased 100% of the Material that was offered to it during the term of the Jinhui Lithium Offtake Agreement). “**Phase II Material**” is defined as either the lepidolite *in situ* ore produced from the Mine or the lithium carbonate from ore produced from the Mine and then processed through a conversion plant which has been constructed by Desert Lion Namibia for such purposes that Desert Lion Namibia seeks to offer to sell to third parties (and not retained for use by Desert Lion Namibia or its affiliates).

Pricing under the Phase II Material Offtake Agreement shall be the same as under the Jinhui Lithium Offtake Agreement with delivery to be on an FOB Port Walvis Bay basis; the term of such agreement shall be for five years; and the agreement shall terminate if Jinhui shall not purchase any Phase II Material that has been offered to it.

The Desert Lion Lithium Property

The scientific and technical information in this summary relating to the Desert Lion Project is derived from, and in some instances is a direct extract from, and based on the assumptions, qualifications and procedures set out in, the technical report titled “*Desert Lion Energy Corp., Rubicon Lithium Project, Karibib District, Namibia, NI 43-101 Technical Report*” with an effective date of July 24, 2017 and a report date of November 3, 2017, prepared for Desert Lion Energy (Pty) Ltd and Desert Lion Energy Corp., by MSA Group (Pty) Ltd (“**MSA**”) in accordance with NI 43-101 (the “**Technical Report**”). Such assumptions, qualifications and procedures are not fully described in this Circular and the following summary does not purport to be a complete summary of the Technical Report. Reference should be made to the full text of the Technical Report, which will be available for review under Camex’s profile on SEDAR at www.sedar.com.

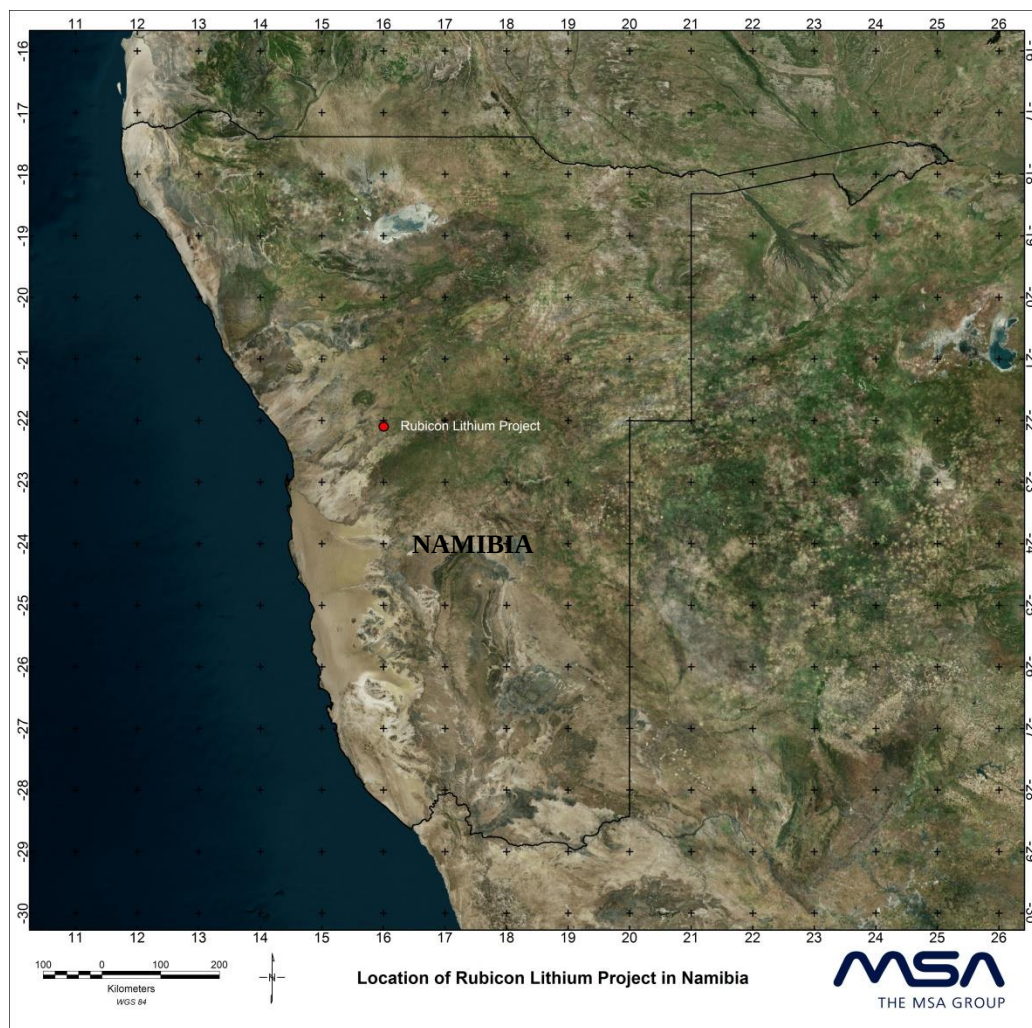
Property Description, Location and Access

The Desert Lion Project, which comprises the Main Pegmatite (including the old Rubicon I and II open pits), the South 1 Pegmatite, the South 2 Pegmatite, the slimes dump and various rock dumps in the immediate area, falls within Desert Lion’s Lithium property (the “**Property**”). Other mineral prospects on the Property include the Helikon Extension, Marble Hill, Target 1394 North, Target 1394 South1, Target 1394 South2, Target 1394 West1 and Target

1394 West2 targets. The Desert Lion Project comprises an Exclusive Prospecting Licence (“**EPL**”), EPL-5439, granted for Base and Rare Metals, Industrial Minerals and Precious Metals, covering an area of approximately 300.67 km².

The Property is located in the Karibib District of the Erongo Region of Namibia. It is located, as the crow flies, approximately 120 km northwest of Windhoek, the capital of Namibia and approximately 30 km southeast of the town of Karibib. Access to the Property is via a tarred (bitumen) road from Windhoek or from Walvis Bay/Swakopmund, which passes through the town of Karibib, located to the northwest of the Property. From Karibib, access to the Property is along all-weather and well-maintained gravel roads. Within the Property, access is via a series of poorly maintained roads and four-wheel drive tracks. The well-maintained road and rail transportation network, in the region is readily accessible.

Map showing the location of the Property within Namibia



Property Ownership and Agreements

EPL-5439 was granted to Mr. Thomas K Mushimba, a Namibian national, in February 2016 and is valid for an initial period not exceeding three years. EPL-5439 covers Base and Rare Metals, Industrial Minerals and Precious Metals groups of minerals. EPL-5439 was subsequently transferred on January 30, 2017 to !HUNI/-URIB Investments

(Pty) Ltd, a private Namibian company that was subsequently renamed to Desert Lion Energy (Pty) Ltd.. Desert Lion owns 80% of Desert Lion Namibia. The remaining 20% is held by HUNI Holdings.

In terms of section 71 of the Minerals (Prospecting and Mining) Act 33 of 1992 (“**Minerals Act**”), the licence may be renewed for no more than two periods of two years each. However, further renewals are granted at the discretion of the Minister. On the first renewal, the licence holder is obliged to relinquish 25% of the original licence area and is required to relinquish a further 50% of the licence area, at the time of renewal, for each subsequent renewal as per section 72 of the Minerals Act.

Previously, the Property also included within its boundaries ten mining claims (“**MCs**”). Of the 10 MCs, which covered an area of 1.78 km², seven were held by LiCore Mining (Pty) Ltd (“**LiCore**”), a private Namibian company. Applications for the remaining three were submitted by LiCore in early 2017. All of the MCs have since been surrendered back to the Government of Namibia with the legal effect that the MCs have been subsumed and form part of EPL-5439 and are held by Desert Lion Namibia.

List of licences in the Desert Lion Project.							
Licence Name	Owner	Application Date	Date Granted	Expiry Date	Area (ha)	Minerals	Status
EPL-5439	Desert Lion energy Pty Ltd (transferred from !Huni-Urib Investments (Pty) Ltd)	07/08/2013	11/02/2016	10/02/2019	30,067	Base Metals & Rare Metals, Industrial Mineral, Precious Metals	Active
MC 68306	LICORE MINING (Pty) Ltd		19/08/2013	18/08/2019	17.8	Base Metals & Rare Metals, Industrial Mineral, Precious Metals	Now part of EPL-5439
MC 68307	LICORE MINING (Pty) Ltd		19/08/2015	18/08/2017	17.8	Base Metals & Rare Metals, Industrial Mineral, Precious Metals	
MC 68308	LICORE MINING (Pty) Ltd		19/08/2015	18/08/2017	17.8	Base Metals & Rare Metals, Industrial Mineral, Precious Metals	
MC 68604	LICORE MINING (Pty) Ltd	01/03/2011	15/06/2011	15/06/2016	17.8	Base Metals & Rare Metals, Industrial Mineral, Precious Metals	
MC 68605	LICORE MINING (Pty) Ltd	01/03/2011	15/06/2011	15/06/2016	17.8	Base Metals & Rare Metals, Industrial Mineral, Precious Metals	
MC 68606	LICORE MINING (Pty) Ltd	01/03/2011	15/06/2011	15/06/2016	17.8	Base Metals & Rare Metals, Industrial Mineral, Precious Metals	
MC 68607	LICORE MINING (Pty) Ltd	01/03/2011	15/06/2011	15/06/2016	17.8	Base Metals & Rare Metals, Industrial Mineral, Precious Metals	
MC 68608 #	LICORE MINING (Pty) Ltd	01/03/2011	15/06/2011	15/06/2016	17.8	Base Metals & Rare Metals, Industrial Mineral, Precious Metals	Relinquished
N/A	LICORE MINING (Pty) Ltd	06/2016?			17.8	Base Metals & Rare Metals, Industrial Mineral, Precious Metals	Now part of EPL-5439
N/A	LICORE MINING (Pty) Ltd	06/2016?			17.8	Base Metals & Rare Metals, Industrial Mineral, Precious Metals	

List of licences in the Desert Lion Project.

Licence Name	Owner	Application Date	Date Granted	Expiry Date	Area (ha)	Minerals	Status
N/A	LICORE MINING (Pty) Ltd	06/2016?			17.8	Base Metals & Rare Metals, Industrial Mineral, Precious Metals	

Currently excluded from the area covered by EPL-5439 are seven MCs also held for “Base and Rare Metals, Industrial Minerals, Semi-Precious Stones” or “Semi-Precious Stones”. The Minerals Act allows for overlapping licences provided the minerals for which the licences or claims have been granted or applied for are different. Consequently, there are two MCs, one mining licence and two EPL’s for Dimension Stone and/or Semi-Precious Stones which overlap the area of EPL-5439 and are listed as being in various stages of activity, i.e. pending renewal, currently active and under application.

DLE has also submitted applications for additional EPLs contiguous with EPL-5439 as detailed below:

- EPL-6557 applied for on January 25, 2017, covering 18575 ha, for Base and Rare Metals, Industrial Minerals and Semi-Precious Stones; and
- EPL-6558 applied for on January 25, 2017, covering 15561 ha, for Base and Rare Metals, Industrial Minerals and Semi-Precious Stones.

Surface Rights

The Minerals Act is the principal legislation governing the mining law in Namibia. According to the Minerals Act the holder of an EPL or MC is required to enter into an agreement with the owner of privately held land and is required to provide payment of compensation, unless the owner has waived the right to compensation.

The Desert Lion Project is located on Government land (Okongava Ost 72). The Property (EPL-5439) also includes the privately held Shalom farm (Ombujomenge 39 and Meyersrust 118). This farm is fenced with locked gates and access has proved difficult, making exploration and reconnaissance geological mapping of this area impossible to date; this does not affect access to the Desert Lion Project which is the main focus of the Technical Report (i.e. the Rubicon Mine).

DLE received a written waiver of compensation for all exploration and mining related activities from the Ministry of Land Reform, who is responsible for the administration of the Government land in Namibia. DLE has also been informed that the Minister of Lands is compiling a letter outlining the exact terms for permission to utilise and coexist with the farmers who are currently settled on the farm Okongava Ost 72. It is envisaged that this will then transition into a long term leave of the surface rights pending the completion of a number of milestones.

DLE is in ongoing discussions with the farm owner of the farms that constitute Shalom in order to gain access.

There is no reason to believe that DLE will not be able to secure the surface rights on the Government land where the old Rubicon and Helikon mines are located to construct the infrastructures related to a potential mining operation. When the Rubicon and Helikon Mines were originally operated there was sufficient space to accommodate the plant, storage facilities, tailings and rock dumps and there is sufficient space to accommodate any potential future operations.

Other Agreements

MSA has been advised that Desert Lion Namibia has executed the Jinhui Lithium Offtake Agreement to supply sorted lepidolite dump material to Jinhui. See “*Schedule B – Information Concerning Desert Lion – General Development of the Business – Jinhui Lithium Offtake Agreement*”.

Risks and Other Factors

The author of the Technical Report is not aware of any additional permits required in order to conduct the proposed work on the Property, and other than disclosed in the Technical Report is not aware of any significant factors or risks that might affect access or title, or the right or ability to perform work on, the Property, including permitting and environmental liabilities to which the Desert Lion Project is subject. There is, however, a risk should no agreement be reached with the Shalom landowner within the Property, that DLE will have to pursue alternative avenues to gain access. The result of this will be a delay in any planned regional exploration programmes on these portions of the Property. Sourcing sufficient water supply to support any potential future mining operation is a risk that will need to be mitigated by a hydrological investigation. However, the author of the Technical Report is not aware of the previous mining operations having problems relating to water supply and as such it is assumed that this will not be a major problem, depending on the future mining and processing options selected.

History

The pegmatites of the region (including Rubicon) have been the subject of a number of geological surveys and research investigations. Initial exploration activities in the later 1920s and 1930s in the district focussed on beryl with Rubicon being proclaimed a mining area in 1951, with mining continuing until 1994.

Historic exploration includes:

- the drilling of six diamond drill holes by Anglo American Prospecting Services (Pty) Ltd. in 1968 to the northeast of the main Rubicon pit;
- the drilling of 11 diamond drill holes by Namibian Lithium Mines (Pty) Ltd. in 1997;
- sampling (rock chip) and drilling (diamond drilling) by Black Fire Minerals (Pty) Ltd (“Black Fire”) in 2009 and 2010;
- 51 rock chip samples from Rubicon, 36 rock chip samples from Helikon and 34 further rock chip samples from the immediate area;
- 12 diamond drill holes at Rubicon and 1 at Helikon; and
- exploration by LiCore between 2013 and 2015 including:
 - 40 in situ rock chip samples and samples from the dumps; and
 - a ground electromagnetic survey utilising a Magneto-Telluric Stratagem EH4 System.

Mining at the Desert Lion Project started in the 1950s but no information regarding the production during the years prior to 1980 is available. The Desert Lion Project was selectively mined from three pits and associated underground workings (Rubicon I, Rubicon II and Rubicon III) for petalite, amblygonite, lepidolite, beryl, quartz and accessory pollucite and bismuth and its oxidation products. Most of the petalite was produced from Rubicon I and amblygonite from the adjacent Rubicon II (Diehl, 1990); Rubicon was at one stage Namibia’s major source of lithium, primarily in the form of petalite for use in the ceramic industry. More recently it has been reworked for industrial minerals, particularly quartz. The nearby Helikon pegmatites (which do not form part of the Desert Lion Project) were mined for similar minerals as well niobium-tantalum oxides (“coltan”). In the early 1990s, the Rubicon and Helikon

pegmatites accounted for ~90% (250 t) of Namibia's pollucite production (Ashworth, 2014). The mining methods used were a combination of open pit and room and pillar stoping to a depth of approximately 30 m (Napon and Morelli, 2016). The mineralised material was then handpicked to produce a final concentrate. Between 1980 and 1984, approximately 14,700 t petalite, 880 t amblygonite, 2,000 t lepidolite and 15 t beryl were produced from Rubicon. The following summarizes the production figures from 1980-1994:

Historical production figures from Rubicon (1980-1994)

Year	Petalite (t)	Amblygonite (t)	Lepidolite (t)	Beryl (t)	Quartz (t)	Mica (t)
1980	677	85	0	1	656	218
1981	330	54	863	-	1921	39
1982	1598	53	179	2	2687	203
1983	629	71	424	-	90	78
1984	1045	36	18	3	18	107
1985	1785	74	166	2	1195	-
1986	1071	36	43	2	956	-
1987	151	116	46	-	1837	19
1988	2053	153	14	-	-	-
1989	1346	124	42	-	-	-
1990	1089	37	40	-	-	-
1991	950	20	34	0.1	-	-
1992	-	-	-	-	-	-
1993	674.4	-	87.4	5	-	-
1994	1335.2	21.5	46.37	-	-	-
TOTAL	14733.6	880.5	2002.77	15.1	9360	664

Geological Setting and Mineralization

The Desert Lion Project is located in the southern Central Zone of the Damara Belt. Many of the economic ore deposits (gold, base metal and pegmatite hosted rare metal deposits) of the Damara Belt occur within the Central and Northern Zones. Among these deposits are Li-Be, Sn and tourmaline-bearing Lithium Caesium Tantalite family pegmatites and U-bearing Niobium Yttrium Fluorine family pegmatitic leucogranites, which have been intruded into the tightly folded supracrustal rocks of the Damara Supergroup (Keller *et al.*, 1999).

The pegmatites of the Damara Orogen occur in five major belts with those in the Southern Tin and Karibib Pegmatite Belts often being large, well zoned Li-Be- gem tourmaline bearing pegmatites belonging the Lithium Caesium Tantalite family. The pegmatites on the Property, including those comprising the Rubicon deposit, form part of the Karibib Pegmatite Belt. Large parts of the area around the Rubicon Mine and/or deposit are covered by thick alluvium and calcrete which makes it difficult to ascertain the exact orientation of the main pegmatite. However, the main pegmatite body forms a prominent ridge which strikes northwest and dips between 20° and 65° northeast; in the Rubicon I pit the dips are average about 46° and flatten to about 18-25° at depth, in the Rubicon II pit the dips are ~30° and flatten to about 8-12° at 20 m depth.

The main Rubicon pegmatite consists of two ellipsoidal well zoned, Li-mineralised bodies developed around two quartz cores and surrounded by a zone of quartz-feldspathic pegmatite. A number of pegmatite bodies have been identified in the hanging wall and footwall to the main pegmatite to form a series of pegmatite sills. A number of other potential mineralised pegmatites have also been identified on the Property.

The basal contact of the main Rubicon pegmatite is with granodiorite and the hanging wall to the pegmatite grades into a pegmatitic granite whose grain size decreases progressively.

The regional mapping and historical mining at the Rubicon mine has demonstrated the potential for lithium, caesium, rubidium, beryllium, niobium, tantalite and bismuth associated with rare-element (not to be confused with rare-earth elements) granitic pegmatites within the region and within EPL-5439. The mineralisation of economic interest is found in zoned complex petalite-lepidolite-amblygonite bearing Lithium Caesium Tantalite pegmatite sills. The pegmatites also contain minor amounts of niobium and tantalum, caesium and rubidium mineralisation. At Rubicon, the main lithium minerals present are lithium micas (comprising lepidolite and/or zinnwaldite) and petalite. Historical mining has also produced waste dumps and slimes dumps that contain potential lithium mineralisation hosted in lepidolite (and possibly petalite).

Deposit Types

A pegmatite is defined as “an essentially igneous rock, commonly of granitic composition, that is distinguished from other igneous rocks by its extremely coarse but variable grain size or by an abundance of crystals with skeletal, graphic, or other strongly directional growth habits. Pegmatites occur as sharply bounded homogenous to zoned bodies within igneous or metamorphic host rocks.” (London, 2008).

The main rock forming minerals in a granitic pegmatite include feldspar, mica (muscovite and biotite) and feldspar. Other minerals may occur in economic concentrations and include, but not limited, to various lithium minerals, beryl, tourmaline, cassiterite, coltan, topaz, garnet and various rare-earth minerals.

Pegmatites are classified on the basis of a number of geological, textural, mineralogical and geochemical parameters and the accepted classification scheme. Pegmatites are broadly classified as either simple/common or complex based on the presence or absence of internal zonation. Simple/common pegmatites are unzoned, poorly fractionated and thus usually unmineralised. Complex pegmatites often contain potentially economic concentrations of mineral/elements (including Li, Ta, Nb, Sn, Be, REE) and their classification is based on a fourfold classification comprising:

- five classes namely abyssal, muscovite, muscovite-rare-element, rare-element and miarolitic classes, based predominantly on mineralogical and textural characteristics, the pressure and temperature conditions of pegmatite formation, and to a limited degree, the metamorphic grade of their host rocks; and
- the classes are further subdivided into subclasses, types and subtypes on the basis of geochemistry, mineral chemistry and mineral assemblages.

Further to the classification, three broad pegmatite families are recognised based pegmatite classes to other petrological, paragenetic and geochemical data:

- Lithium-Caesium-Tantalum (LCT);
- Niobium-Yttrium-Fluorine (NYF); and
- mixed LCT – NYF families.

The Rubicon pegmatites belong to the LCT family of pegmatites and can be classified as a mixture of the petalite, lepidolite and amblygonite (with petalite and lepidolite dominating) subtypes of Complex type, lithium subclass, rare-element class pegmatites (Cerny and Ercit, 2005).

Exploration

DLE contracted Benzu Minerals (Pty) Ltd (“**Benzu**”) to conduct all exploration activities on the Property. Since April 2016, exploration has been undertaken by Benzu on behalf of DLE. Work done includes:

- review and interpretation of historical geological work and exploration;
- surface rock sampling (channel and/or grab sampling, rock chip sampling);
- detailed geological and structural mapping;
- high resolution ground magnetic survey along lines spaced 50 m apart, at 10 m station spacing along these lines;
- mineralogical and metallurgical studies focussed on identifying the lithium-bearing mineral phases;
- validation of previous work undertaken by Black Fire Minerals (Pty) Ltd through re-sampling and analysis of the drill hole core;
- acquisition of high resolution imagery through the flying of a high-resolution aerial drone survey of the old Rubicon mine area and the creation of a digital terrain model;
- exploration drilling including 90 drill holes (RC and diamond drilling) of the Rubicon pegmatite deposit;
- pitting, RC drilling and the drilling of two diamond drill holes on the slimes dump;
- RC drilling, trenching and sampling of the rock dumps; and
- drilling of other pegmatites (23 RC drill holes) on the Property.

Based on the data from the exploration programme, MSA constructed a provisional geological model which has been used to inform the exploration programme going forward.

Geophysics

In September 2016, Benzu conducted a ground magnetic survey at 50 m lines x 10 m station spacing covering the original MC area that now forms part of EPL-5439. The key aim of the survey was to identify lithologies and the structures, especially at depth. The 1st Vertical Derivative (“VD1”) illustrates quite a clear correlation between the mapped pegmatites and certain high VD1 signatures which are probably associated with specific, sub-parallel, deep-seated structures trending in a NW-SE direction. A full survey report was compiled by Dr M Kubanza of Benzu (2016) while the data generated are stored in the Desert Lion Project database.

In 2017 a ground magnetic survey was carried out over targets - Target_1394_North, Marble Hill and Helikon Extension. The following is a summary of the results of the survey (Napon and Morelli, 2017; Kubanza, 2017):

- Target_1394_North - more diorite than previously mapped identified in area;
- Marble Hill - Survey shows a sharp contact between pegmatite intruding diorite and marble-calc silicate unit; and
- Helikon extension - Magnetic response coincides with Helikon I pegmatite and extends toward the east and west. Subsequent drilling shows presence of magnetic grey schist associated with pyrrhotite and other sulphides are possibly the source of the magnetic response.

High Resolution Aerial Photography Survey and Digital Terrain Model

A high-resolution aerial drone survey was conducted over the area by C. G. Pieterse Professional Land Surveyors based in Swakopmund. The survey was completed in September 2016. The survey was flown at a height of 495 m and covered an area of 3.39 km² at a resolution of 6.25 cm/pixel. A Digital Terrain Model (“DTM”) was also created. Full technical details on the survey are available in Pieterse (2016).

Geological Mapping and Exploration within EPL-5439

Geological and structural mapping was conducted over the property in October 2016. The results of the mapping as summarised in Napon and Morelli (2016) as follows:

“The Rubicon pegmatites were formed by a structural regime related to the large scale D3 folding in the area.

The main Rubicon I ore body forms a ridge of a larger mass of a late tectonic coarse grained pegmatite. This large pegmatite, about 1.2 km long, formed within coarse grained pegmatitic granite, with perthite crystals in excess of 20cm in cross section in some cases. In the hanging wall of both Rubicon I and Rubicon II, the pegmatite clearly grades into the pegmatitic granite. The pegmatite dips shallowly to the NE at about 20°. This dip is as a result of firstly the folding on a large scale limb of pegmatitic granite, followed by faulting. It was the faulting episode that enhanced the structural geometry to allow for the emplacement of such large volumes of magma.

The structural geometry (of the Rubicon pegmatites) is summarised below.

- *The Rubicon deposit occurs on the NE side of a large dome structure essentially made up of pegmatitic granite. The nature of the major NE limb of the pegmatitic granite has by and large controlled the formation of the Rubicon pegmatite via large shallow dipping NE directed faults. The pegmatite has the form of a doubly plunging fold (seems to be an apparent feature, but in reality is due to zonation that occurred during crystallisation).*
- *At Rubicon II, structures occur at low angle 20°-25° degree dipping shears, having localized close to where the quartz core comes into contact with the petalite zone. These lineaments are parallel to the dip of the pegmatites, suggesting that they were initially present and re-activated after pegmatite emplacement.*
- *For Rubicon III and smaller pegmatites to the west of the main body, each pegmatite emplacement is closely related to a large structure. The NE and NW trending faults appear to have been earlier, followed by en-echelon N-S trending faults.*
- *The en echelon faults appear to have occurred during an episode of localized shear zone development after the pegmatites had crystallized to an almost sufficiently solid state.*

A cross-section (Mapani, 2016) running from Rubicon South Pegmatites right across Rubicon II pegmatite to Rubicon North pegmatites shows the various structural relationships between pegmatites and background geological units. The thicknesses of the pegmatites have been exaggerated at this scale so that they can be visible. ”

Detailed geological mapping was also carried out over the Rubicon I pit and immediate surrounds to map out the exposed lepidolite-rich zones. Geological mapping and trenching conducted across the Property identified a number of other potentially mineralised pegmatites that have subsequently been tested by Reverse Circulation (“RC”) drilling.

Mineralogical and Metallurgical Studies

Mineralogical investigation by XRD and petrographic analysis was conducted on a number of samples in order to identify the lithium bearing mineral phases. This work will form the basis for future mineralogical and metallurgical test work in subsequent exploration phases.

Seven samples considered to represent the types of mineralisation present were sent to SGS Mineral Services, Canada to determine the overall mineral assemblages of the samples, compare and contrast their characteristics, and define liberation and association attributes of the lithium minerals and selected associated minerals (SGS Mineral Services, 2016).

Petrographic analysis was conducted by MSA on a number of rock and drill core samples. The dominant lithium-bearing minerals present in the samples analysed, in order of decreasing abundance, are:

- lepidolite;
- petalite; and
- spodumene (trace).

While MSA considers these results to be representative of the lithium minerals present they may not be a true representation of their relative proportions at Rubicon. Additional work is required to establish the spatial distribution of the lithium mineral phases and relative proportions.

Rock Sampling

During the initial technical due diligence conducted in April 2016 by Benzu, 29 samples were collected from the historic open pits at the old Rubicon Mine, slimes dumps and rock waste dumps with the aim of verifying the historically reported lithium, tantalum, rubidium and beryllium grades. The samples were collected as “channel samples” or as “grab samples”. An additional 14 rock chip samples were collected during the mapping conducted in October 2016 by Benzu. These 14 rock chip samples were taken from pegmatites outside the main Rubicon I, II and III pits, as well as 6 rock chip samples on newly identified pegmatites within EPL-5439.

The assay results received from ALS-Chemex are summarised below (Napon and Morelli, 2016):

- the average lithium assay for the Li-bearing pegmatite samples (31 in total) was 2.58% Li₂O with 29 of the samples returning assays above 1% Li₂O;
- the highest assay returned a value of 4.3% Li₂O from a sample taken in a small pit located 700 m north of Rubicon I;
- the average lithium assay for the 6 samples of the slime dumps was 0.83% Li₂O with the highest value of 1.8% Li₂O;
- the assay results for rubidium, caesium and niobium was also considered of interest with peaks of >10,000 ppm Rb and >10,000 ppm Cs
 - a total of 14 samples returning over 10,000 ppm Rb; above the upper limit of detection);
 - 12 samples reported Cs values above 1,000 ppm with an upper detection peak >10,000 ppm; and

- the assay results of the six rock samples taken within EPL-5439 returned an average of 3.34% Li₂O, 0.29% Cs₂O and Rb over 1% for the three lepidolite samples.

Rubicon 1 Pit Channel Sampling

Channel sampling was conducted in the Rubicon I pit and focused on the exposed lepidolite and minor petalite mineralisation exposed on the southwestern footwall. This remnant mineralisation strikes NW-SE over a distance of approximately 250 m. The mineralisation overlays the quartz-muscovite-K-feldspar footwall and the dips vary from shallow (10° to 30°) and steepen to 70° to NNE.

The distance between the top parts of the mineralisation to the bottom of the pit is approximately 20 m down dip and the thickness of the mineralisation is variable. Vertical diamond drilling inside the pit, done as part of this phase of exploration, at the base of the mineralised SW high wall has confirmed an apparent thickness of more than 10 m in places.

The mineralisation is predominantly lepidolite associated with albite-quartz and locally some petalite. The various lithologies identified from the footwall in the SW towards the NE the main lithologies sampled are:

- quartz-muscovite-perthite-albite;
- quartz core (locally developed);
- petalite-lepidolite-clevelandite (albite)-quartz;
- epidolite-albite-quartz (with layering); and
- lepidolite medium to coarse-grained.

The following table summarizes the results of the channel sampling.

List of channels sampled in Rubicon I pit and results			
Channel ID	From (m)	To (m)	Intersect thickness % Li₂O
RCS001	0	1.3	1.3 m @ 0.15% Li ₂ O
RCS002	0	1.7	1.7 m @ 0.97% Li ₂ O
RCS003	0	2	2.0 m @ 0.82% Li ₂ O
RCS004	0	1.85	1.9 m @ 0.94% Li ₂ O
RCS005	0	1	1.0 m @ 1.08% Li ₂ O
RCS005	1	3.7	2.7 m @ 0.96% Li ₂ O
RCS006	0	0.75	0.8 m @ 1.00% Li ₂ O
RCS007	0	1.3	1.3 m @ 0.97% Li ₂ O
RCS008	0	2.1	2.1 m @ 1.57% Li ₂ O
RCS010	0	1	1.0 m @ 0.85% Li ₂ O
RCS011	0	0.6	0.6 m @ 0.78% Li ₂ O
RCS013	0	2	2.0 m @ 0.74% Li ₂ O
RCS014	0	2	2.0 m @ 0.60% Li ₂ O
RCS015	0	1	1.0 m @ 1.41% Li ₂ O
RCS015	2.1	3.1	1.0 m @ 1.72% Li ₂ O
RCS016	0	1.35	1.4 m @ 1.90% Li ₂ O

RCS017	0	2.1	2.1 m @ 0.78% Li ₂ O
RCS018	1	2.9	1.9 m @ 1.52% Li ₂ O
RCS019	0	1.8	1.8 m @ 0.63% Li ₂ O
RCS020	0	2.6	2.6 m @ 1.15% Li ₂ O
RCS021	0	1.4	1.4 m @ 2.11% Li ₂ O
RCS022	0	1.55	1.6 m @ 1.48% Li ₂ O
RCS023	0	0.9	0.9 m @ 1.09% Li ₂ O
RCS024	0	1.2	1.2 m @ 0.66% Li ₂ O
RCS025	0	1.6	1.6 m @ 0.56% Li ₂ O
RCS026	0.8	1.5	0.7 m @ 0.67% Li ₂ O
RCS027	0	2.16	2.2 m @ 2.53% Li ₂ O
RCS028	0	2	2.0 m @ 0.87% Li ₂ O
RCS029	0	2	2.0 m @ 0.40% Li ₂ O
RCS030	0	1.2	1.2 m @ 0.61% Li ₂ O
RCS031	1.2	2.4	1.2 m @ 1.64% Li ₂ O
RCS032	0	3.2	3.2 m @ 1.03% Li ₂ O
RCS033	0	1.2	1.2 m @ 1.59% Li ₂ O
RCS034	0	0.9	0.9 m @ 0.89% Li ₂ O
RCS035	0	2.6	2.6 m @ 0.77% Li ₂ O

Slimes Dump Sampling and Drilling

A pitting and RC drilling programme was executed over the dump on a 25 m grid (Napon and Morelli, 2017). A total of 42 pits were excavated and eight RC drill holes drilled on a 25 m grid over the slimes dump; 29 of the pits and 7 of the RC drill holes were sampled. The pits were prefixed with RRDH and the RC drill holes drilled prefixed with RSRCH. Two diamond drill holes were initially drilled in order to test if recoveries would be sufficient to produce a representative sample but the poor recovery proved this to be inappropriate sampling method. However, it did confirm the dump's thickness of over 3 m. It was then decided to conduct the sampling through pitting and RC drilling.

The first few pits were hand dug and a backhoe TLB or excavator was used in areas where the dump was considered too thick to dig by hand. The pits range in depth from 0.2-4.5 m. The slimes dump visually appear to be homogenous although there are areas to the northern end where the colour and nature of the material changes. The colour ranges from off-white, buff, pink, brown and khaki.

Pits <0.5 m deep were not sampled and pits ≥4 m in depth were not sampled due to safety concerns; RC drill holes were drilled in the latter instances. The 8 RC drill holes were drilled in areas where the thickness of the slimes dump was considered too thick (these areas were generally >4 m thick) to safely pit and sample.

A revised outline of the dumps was generated based on a review of the pits and drill holes drilled as well as the mapping data and drone aerial imagery.

The results of the pitting are presented in the following table:

Composite of % Li₂O of pits (n=29) and RC drill holes (n=7) sampled on the slimes dumps							
Hole ID	Easting (m)	Northing (m)	RL (m)	From (m)	To (m)	Length (m)	% Li₂O
RRDH001	602929.9	7555240.3	1253.90	0	0.55	0.55	0.73
RRDH002	602955.2	7555242.9	1252.48	0	1.6	1.6	1.57
RRDH003	602979.6	7555248.0	1252.31	0	1.45	1.45	1.01

Hole ID	Easting (m)	Northing (m)	RL (m)	From (m)	To (m)	Length (m)	% LL ₂ O
RRDH004	603005.3	7555246.5	1251.88	0	1.6	1.6	1.43
RRDH007	602940.2	7555216.3	1254.78	0	1.45	1.45	0.80
RRDH008	602962.5	7555219.3	1254.05	0	2.5	2.5	0.67
RRDH009	602987.2	7555225.7	1253.20	0	3.6	3.6	0.82
RRDH010	603014.5	7555230.9	1252.20	0	2.6	2.6	1.56
RRDH012	603035.0	7555213.0	1253.67	0	1.2	1.2	1.29
RRDH013	602929.9	7555192.6	1257.45	0	1.33	1.33	1.05
RRDH014	602956.8	7555197.8	1256.02	0	1.7	1.7	0.66
RRDH015	602975.6	7555205.0	1256.25	0	2.9	2.9	1.15
RRDH020	602940.6	7555172.3	1255.70	0	0.79	0.79	0.79
RRDH021	602966.4	7555174.7	1256.06	0	1.85	1.85	0.73
RRDH022	602992.7	7555179.5	1254.08	0	0.9	0.9	0.90
RRDH023	603014.6	7555183.5	1252.30	0	1.09	1.09	1.83
RRDH024	603037.7	7555188.3	1251.08	0	2.1	2.1	1.15
RRDH026	602881.8	7555140.7	1252.81	0	0.42	0.42	0.76
RRDH027	602903.9	7555143.1	1253.82	0	0.65	0.65	0.57
RRDH028	602930.3	7555148.9	1254.59	0	0.73	0.73	0.95
RRDH029	602952.6	7555153.0	1254.49	0	0.77	0.77	0.74
RRDH030	602979.1	7555158.0	1254.63	0	1.42	1.42	0.97
RRDH031	603002.7	7555164.3	1254.18	0	1.65	1.65	1.87
RRDH032	603030.9	7555169.1	1251.58	0	0.55	0.55	0.73
RRDH035	602940.8	7555118.9	1252.67	0	0.67	0.67	0.81
RRDH036	602968.0	7555122.5	1252.87	0	0.4	0.4	0.61
RRDH037	602991.2	7555127.9	1253.12	0	0.52	0.52	0.81
RRDH038	603014.5	7555130.8	1253.23	0	0.58	0.58	0.77
RRDH039	603038.6	7555135.9	1253.18	0	0.45	0.45	1.16
RSRCH001	602916.7	7555194.1	1257.26	0	2	2	0.78
RSRCH002	602905.8	7555213.4	1257.50	0	2	2	0.50
RSRCH003	602924.4	7555218.3	1255.98	0	1	1	0.69
RSRCH004	602891.4	7555187.9	1257.50	0	4	4	1.00
RSRCH005	602859.1	7555186.4	1258.52	0	3	3	0.98
RSRCH006	603005.5	7555202.9	1252.50	0	5	5	0.90
RSRCH007	603025.8	7555210.3	1252.50	0	5	5	1.13
RDTRVS1001	602855.7	7555217.2	1259.85	0	0.3	0.3	0.57
RDTRVS1002	602856.6	7555217.5	1259.85	0	0.3	0.3	0.91

Rock Dump Sampling

Significant rock dumps exist around the Rubicon I and Rubicon II pits comprising a combination of waste rock and lepidolite-bearing material. The material varies from fine sand size material to large boulders (up to 1 m). A RC drilling and trenching programme was done in order to assess the potential mineralisation. A total of 40 trenches were excavated, of which 33 were sampled. The seven trenches that were not sampled contained no visible lithium mineralisation. Samples were between 0.5 m -1 m long and taken vertically from the top to the bottom of the trench at 5 m intervals along the length of the trench. A total of 180 channels from the 33 trenches sampled produced 309 samples; of which 118 samples reported >1% Li₂O. The RC drilling programme at a 10 m x 10 m drill hole spacing was recently completed and the assay results pending. Only the trench assay results have been reported by ALS-Chemex to date and the final interpretation of this work is still pending receipt of the RC drilling results.

Drilling

Exploration drilling has been focused on the Rubicon deposit (around and within Rubicon I and II pits) which falls within the boundaries of the original MCs in order to determine the geological structure and extent of the lithium mineralisation of the Rubicon pegmatites and historical slimes dump; a number of other regional prospects within the Desert Lion Project were also drill tested.

A total of 90 drill holes were drilled by Benzu to define the Rubicon pegmatite deposit. In addition, 22 RC drill holes were drilled on selected prospects within the Property. Drilling was also done the rock dumps and slimes in addition to the pitting and trenching done.

Drilling was carried out as DD or RC with some of the DD drill holes pre-collared by RC drilling. The following prefixes have been used for the drilling:

- RDH – Rubicon Diamond Core drill hole;
- RRCH – Rubicon RC drill hole;
- RCDH – Rubicon pre-collar by RC DD tail;
- RSRCH – Rubicon Slimes RC drill hole; and
- ERCH – Exploration RC drill hole.

The DD drilling was done using two drill rigs, an Atlas Copco CS140 rig and an Atlas Copco P4 rig. Drilling was done using a combination of HQ (63 mm) at the top of the drill holes and NQ (48 mm) diameter once more competent lithologies were encountered at depth. The RC drilling was done using two drill rigs, an Atlas Copco CS-14 and a Schramm T685WS Rotadrill, drilling 140 mm diameter drill holes.

Exploration Drill Testing of Prospects in EPL-5439

A total of 23 RC drill holes were drilled on selected pegmatites identified from the mapping done on EPL-5439. The following summarises the results of the drilling and trenching conducted the various pegmatites identified within the Property.

Summary of exploration mapping and RC drilling within EPL-5439 (excluding Rubicon deposit and dumps)

No	Target ID	Geology summary	Zonation	Rock sample results	Lithium Minerals	Previous Workings	Drilling	Geophysics	Trenching	Drilling results/Comments
1	Marble Hill	Pegmatite and quartz core hosted in marble, calc silicate, all intruded by diorite	Quartz-muscovite-feldspar pegmatite, quartz core, albite petalite and lepidolite	Three samples returned between 3.6% and 3.8% Li ₂ O	Lepidolite Petalite	Pits, small quarries	5xRC (261 m) 5xDD (300 m)	Ground Mag survey at 100 m x 10 m grid	No	ERCH001: 1 m @ 1.56% from 25 m Three of four DD drill holes drilled intersected lepidolite and petalite. Assays outstanding
2	Target 1394_North	Pegmatite and quartz core hosted in pegmatitic and diorite	Quartz-muscovite-feldspar pegmatite, quartz core, perthite, clevelandite and lepidolite	From seven rock samples, four returned between 1.3 to 2.9% Li ₂ O	Lepidolite	Several pits and small quarries	5 RC (272 m)	Ground Mag survey at 100 m x 10 m grid	Seven small trenches excavated mainly checking strike and dip direction Trench No 2 intersections: Target1394N_TR01: 3.5 m @ 2.7% Li ₂ O Target1394N_TR01: 1.4 m @ 1.32% Li ₂ O Target1394N_TR03B: 0.7 m @ 2.39% Li ₂ O	No visible lepidolite observed in RC drill holes It would seem that the lepidolite mineralisation observed at surface doesn't extend at depth
3	Target 1394_West_1	Pegmatite and quartz core hosted in pegmatitic and diorite	Perthite pegmatite, quartz core greenish micaceous rock (lepidolite)	Three samples collected returned maximum 0.3% Li ₂ O	?	Three main pits	2 RC	No	No	No visible lepidolite observed in RC drill holes Assay results: No sample yielded >0.5% Li ₂ O
4	Target 1394_West_2	Pegmatite hosted in perthite pegmatite, pegmatitic	Perthite pegmatite, quartz core	Two samples collected RRS016 returned: 196 ppm Ga, 9,520 ppm Rb and 1,145 ppm Ta. The other sample yielded 2.9% Li ₂ O	No	Pits, small quarries	2 RC (70 m)	No	No	No visible lepidolite in RC chips Assay results: No sample yielded >0.5% Li ₂ O
5	Target 1394_South_1	Pegmatite with quartz core hosted by pegmatite intruding diorite.	Pegmatite, quartz core	Four samples collected, returned in average 0.06% Li ₂ O	Grey, greenish micaceous rock	Several pits and small quarries	4 RC (177 m)	No	No	No visible lepidolite observed in RC drill holes

					(lepidolite?)					Assay results: No sample yielded >0.5% Li ₂ O
6	Target 1394_South_2	Pegmatite associated with Quartz core hosted by pegmatitic granites intruding diorite.	Pegmatite with muscovite-quartz-feldspar and quartz core	No sample collected	No	Two pits	1 RC (50 m)	No	No	No visible lepidolite observed in RC drill holes
7	Helikon_Extensions	Marble and calc-silicate intruded by pegmatite associated with quartz core and lepidolite	Lepidolite quartz core and pegmatites	Lepidolite sample assay awaited	Lepidolite	Small pits and trenches	4 RC (208 m)	Ground Mag survey at 100 m x 10 m grid	One small trench checking strike and dip direction	Visible lepidolite observed in one RC drill hole Assay results: No sample yielded >0.5% Li ₂ O
8	Target 1394_South_3	Pegmatites and quartz core hosted by diorite	Quartz core and pegmatites	No sample collected	No	Two small trenches	No	No	No	Barren pegmatite and no further work recommended
9	Ombujomenge 39									Waiting for farm access

Drilling at the Rubicon deposit was initially planned in two phases, Phase 1 comprised a 100 m spaced drilling grid along the strike of the main Rubicon pegmatite, the Rubicon South 1 and Rubicon South 2 pegmatites. Phase 2 comprised infill drilling to a 50 m spacing. However, a decision was made to expedite the programme and run both programmes concurrently. A combination of DD and RC drilling was used for this programme. The drill holes are generally spaced 50-100 m apart with azimuths ranging between 217° and 243° (averaging 229°) and dips at between -69° and -73° (averaging -71°) in order to intersect the pegmatites as close to normal as possible. A number of vertical drill holes were also drilled. The deepest DD drill hole was drilled to a depth of 203 m below surface and the deepest RC drill hole was drilled to a depth of 91 m below surface. The mineralised drill intersections range from near true thickness for the inclined drill holes to 103-110 % of the true thickness for the vertical drill holes.

The drilling on the main Rubicon pegmatite confirmed the following:

- down dip extensions to the main Rubicon pegmatite;
- limited extension to the north west, where the pegmatite thins and appears to pinch out;
- continuation of the pegmatites in the area between the Rubicon I and Rubicon II pits; and
- continuation of the pegmatite to the southeast or the Rubicon II pit, where the pegmatite remains open to the southeast.

Core recoveries for the diamond drill holes were >98% and the samples taken for assay are considered representative of the mineralisation present. The RC recoveries average 70% (using a SG of 2.6 and RC hole diameter of 140mm). A comparison of the assay results of the RC to the drill core samples within the mineralised zones shows no bias and indicates the RC sampling is representative of the mineralisation present.

The drilling on the Rubicon South 1 and Rubicon South 2 targets delineated two small pegmatites, poorly mineralised with respect to lithium mineralisation. A summary of the significant Li₂O intersections is provided in the following table. A geological model was also constructed to assess the continuity of the mineralisation and inform the future drilling programme.

Summary of significant Li₂O intersections >1 m and >1 % Li₂O at a 0.2 % Li₂O cut-off (and a maximum dilution length of 0.6 m) from the Rubicon Main 1 and South 1 and 2 pegmatites*

Hole ID	Easting (m)	Northing (m)	RL (m)	Dip	From (m)	To (m)	% Li ₂ O	Length (m)
RDH005	602458.5	7555557.1	1248	-70°	12.7	18	1.30	5.3
RDH017	602726.7	7554908.6	1230	-70°	21.45	24.4	1.83	2.95
RDH023	602503.7	7555535.0	1254	-70°	8.4	9.42	1.24	1.02
RDH024	602481.1	7555603.6	1237	-70°	20.67	24.64	1.04	3.97
RDH046	602681.5	7555363.2	1249	-90°	2.35	4.7	1.03	2.35
RDH048	602655.9	7555392.4	1249	-90°	1	2	1.11	1
RDH049	602698.0	7555348.8	1245	-90°	5.5	8.49	1.09	2.99
RDH052	602781.9	7555299.7	1253	-90°	0	1.14	1.22	1.14
RDH053	602620.8	7555400.9	1252	-90°	0.53	11.59	1.08	11.06
RDH055	602592.8	7555418.4	1257	-90°	0	1.05	1.87	1.05
RDH056	602574.8	7555429.6	1249	-90°	4.14	10.94	1.10	6.8
RDH057	602572.5	7555444.3	1246	-90°	1.15	16.3	1.08	15.15
RDH058	602564.8	7555463.8	1247	-90°	1.35	9.15	1.44	7.8
RDH059	602573.9	7555440.7	1253	-70°	1.13	4.13	1.26	3
RRCH007	602301.3	7555485.4	1259	-70°	1	2	1.09	1

RRCH011	602866.4	7555358.8	1202	-70°	55	57	1.12	2
RRCH012	602867.2	7555443.8	1255	-70°	0	1	1.68	1
RRCH012	602851.9	7555429.6	1198	-70°	57	66	2.26	9
RRCH015	602630.3	7555506.2	1209	-70°	51	53	1.12	2
RRCH015	602628.7	7555504.7	1203	-70°	58	59	1.02	1

Note:* - intersection of boreholes drilled at -70° approximate to true thickness. Boreholes drilled at -90° intersect the mineralization obliquely

***** - the significant intersections occur in 18 of the 90 drill holes drilled

Based on the drilling done in the current phase of exploration and geological modelling the following conclusions and recommendations are made:

- The Helikon Extensions and Marble Hill prospects possibly warrant additional drilling pending the receipt of the assay results;
- the Rubicon Main pegmatite is constrained by drilling along strike, although potential to extend the mineralised zone exists down dip through additional drilling;
- the Rubicon South 1 pegmatite is constrained in all directions along strike as well as down-dip by drilling; and
- the Rubicon South 2 pegmatite is constrained by drilling along strike, although potential to extend the mineralised zone exists down dip

Sampling Procedures and Sampling Security

The evaluation of the geological setting and mineralisation on the Property is based on observations and surface sampling (i.e. through geological mapping, grab and channel samples) and DD and RC drilling.

The channel sampling and drill core logging and sampling were conducted on site or at the core yard which is located on the Property. All samples collected by Benzu during the course of the 2017 exploration programs were sent to the ALS-Chemex's preparation facility located in Swakopmund, Namibia; the pulps were then sent to ALS-Chemex analytical facility in Vancouver for assay. The remaining drill core is stored in core trays on site either on metal core racks in steel shipping containers or stacked and covered in a dedicated area adjacent to the core yard.

ALS-Chemex is an independent laboratory and is ISO9001:2000 certificated for the provision of assay and geochemical analytical services and ISO17025 accredited for selected analytical methods.

All channel sampling and drill core handling, logging and sampling processes were conducted by employees and contractors of Benzu. The observations on lithology, structure, mineralisation, sample number, and location were noted by the geologists and technicians on hardcopy and then recorded in a Microsoft Excel spreadsheet. Copies of the database are stored on an external hard drive for security.

The verification sampling of the BF drill core was conducted by Benzu at the Namibian Ministry of Mines and Energy's core facility in Windhoek. The remaining half core was split in half and quarter core samples taken and submitted for assay. Sampling was done according to the BF sample intervals.

Drill core of NQ and HQ size was placed in core trays and delivered daily by the drill contractor to the Desert Lion Project core yard at the Rubicon coreyard for logging. The drill core was first aligned and measured by a technician for core recovery. The core recovery measurements were followed by the RQD measurements. After a summary review of the core, it was logged and sampling intervals were defined by a geologist. Before sampling, the core was photographed using a digital camera and the core trays were identified with Box Number, Hole ID, and by

using “From” and “To” marked with permanent markers on the core boxes. Due to the competence of the pegmatite units, the recovery of the drill core was generally very good, averaging more than 95%.

The NQ drill core samples were halved along a reference line with one half placed in a new plastic bag along with the sample tag and the bag stapled closed; the other half was replaced in the core box. A second sample tag was archived on site in the sample ticket book.

The samples were sorted into batches and put into rice bags and sealed and the despatch forms prepared on site. One copy was inserted with the shipment, one copy sent by email to ALS-Chemex, and one copy kept for reference purposes. The samples were transported on a regular basis by Benu's employees directly to the ALS-Chemex facility in Swakopmund. At ALS-Chemex (Swakopmund), the sample shipment was verified and a confirmation of shipment reception and content was emailed to Benu's project manager.

Channel samples were collected from two diamond saw cuts, typically 2-5 cm deep and 4-5 cm in width. The sample lengths vary between 0.3-2 m. The samples were chipped out directly from the outcrop using a chisel and hammer. The locations of the channels samples were recorded by handheld GPS and subsequently surveyed by differential GPS. Samples were numbered using pre-labelled tickets, placed into plastic bags and sealed for dispatch to ALS-Chemex. All sample information was recorded in a hardcopy log sheet and later captured into an Microsoft Excel template., a total of 35 channels were cut from the top and bottom of the pit wall and 62 samples of 2-4 kg each were collected. The samples were bagged and dispatched to ALS-Chemex for lithium and multi-elements analysis.

The RC sampling was conducted at the drill rig, with samples collected at 1 m intervals. The samples were split using a riffle splitter to obtain two samples of between 3-5 kg each. Each sample was put into a pre-labelled plastic sample bag and a sample tag inserted and the bag seal with a cable tie. Although every metre was sampled, only the pegmatite intervals, a hanging wall sample and footwall sample were kept for despatch to ALS-Chemex for assay and a reference sample of each kept on site. The non-pegmatite material was discarded.

Sampling of the slimes dump was done through channel sampling of pits and RC drilling programme. All the RC drill holes were sampled at 1 m intervals. The RC samples were recovered from the cyclone and put through a riffle splitter to produce a sample of between 2-5 kg; field duplicates. All samples from the RC drilling and pit channel sampling were dispatched to ALS-Chemex in Swakopmund for sample preparation and the pulp to their Vancouver facility for analysis. A total of 66 samples, excluding QA/QC samples, were taken from the 29 pits and 7 RC drill holes that were sampled on the Rubicon Slimes dump

Sample Preparation and Analysis

As part of the verification process of the BF data, 26 quarter core samples from two drill holes were submitted for assay. The samples were received at the ALS Chemex preparation facility at Swakopmund and inventoried and weighted prior to being processed. Sample preparation was done using the PREP-31 method. Any moist samples were dried and then crushed to 70% passing 2 mm using jaw crushers. The crushed material was split using a riffle splitter to obtain a 250 g subsample. The sub-samples were then pulverized using a two component ring mill (ring and puck mill) or a single component ring mill (flying disk mill) to 85% passing 200 mesh (-75 µm). A small aliquot of the crushed samples was then taken and put into an envelope and sealed.

Summary of analytical methods used and detection limits for verification of Black Fire results				
Method code	Elements	Lower detection limit	Upper detection limit	Description
PREP-31				Login of samples into the system, weighing, fine crushing of entire sample to 70% -2 mm, split off 250 g and pulverize split to better than 85% passing 75 microns.
ME-MS81**	30 elements	*	*	Li-borate fusion, fused bead acid digestion and ICP-MS
ME-ICP06** (4- acid digest)	13 Oxides	*	*	Li-borate fusion, fused bead, acid digestion and ICP-AES
B-MS82L	B	5 ppm	10,000 ppm	NaOH fusion and ICP-MS finish for super trace B.
IC881	Cl, F	50 ppm (Cl) 20 ppm (F)	20,000 ppm (F, Cl)	KOH fusion and ion chromatography
Li-OG63	Li	0.005 %	10 %	Four acid digest and ICP finish.
OA-GRA05**				Loss on ignition at 1,000°C, 1 g sample
OA-GRA08				Specific Gravity on solid objects

Notes: * *Detection limit varies depending on element*

** - *ISO17025 accredited method*

The pulverized samples were then despatched to ALS-Chemex in Vancouver using a suitable courier service. The balance of the crushed samples (the rejects) was placed back into the original plastic sample bags. The details of the analytical methods used are presented in the following table:

The samples produced from the diamond core drilling, RC drilling, pitting and trenching of the rock dumps were received at the ALS-Chemex preparation facility at Swakopmund and inventoried and weighted prior to being processed. Sample preparation was done using the PREP-31 method. Any moist samples were dried and then crushed to 70% passing 2 mm using jaw crushers. The crushed material was split using a riffle splitter to obtain a 250 g subsample. The subsamples were then pulverized using a two component ring mill (ring and puck mill) or a single component ring mill (flying disk mill) to 85% passing 200 mesh (-75µm). A small aliquot of the crushed samples was then taken and put into an envelope and sealed.

The pulverized samples were then despatched to ALS Minerals in Vancouver using a suitable courier service. The balance of the crushed samples (the rejects) was placed back into the original plastic sample bags. The details of the analytical methods used are presented in the following table:

Summary of analytical methods used and detection limits for 2017 exploration programme				
Method code	Elements	Lower detection limit	Upper detection limit	Description
PREP-31				Login of samples into the system, weighing, fine crushing of entire sample to 70% - 2 mm, split off 250 g and pulverize split to better than 85% passing 75 microns.
ME-MS89L	50 elements* (Ag,As,Ba,Be,Bi,C,Cd,Ce,Co,Cs,Cu,Dy,Er,Eu,Fe,Ga,Gd,Ge,Ho,In,La,Li,Lu,Mn,Mo,Nb,Nd,Ni,Pb,Pr,Rb,Re,Sb,Se,Sm,Sn,Sr,Ta,Tb,Te,Th,Ti,Tl,Tm,U,V,W,Y,Yb,Zn)	Li - 2 ppm	25,000 ppm	Multi-Element lowest detection limit method using Na ₂ O ₂ fusion and ICP-MS. Na ₂ O ₂ Fusion followed by ICP-MS. Method Precision: ± 10 – 15%.
Li-OG63	Li	0.005 %	10 %	“Over-limit Li by HF-HNO ₃ -HClO ₄ digestion, HCl Leach - Special open beaker method. Method Precision: ± 10%
OA-GRA08				Specific Gravity on solid objects

Note: * **Detection limit varies depending on element**

Quality Assurance and Quality Control Procedures

In addition to the laboratory QA/QC programme routinely implemented by ALS-Chemex using pulp duplicate analysis, Benzu developed an internal QA/QC protocol comprising the insertion of analytical standards, blanks and coarse crush duplicates on a systematic basis amongst the samples shipped to the analytical laboratories (discussed below). In 2016, Benzu also sent quarter core samples from the BF drilling campaign undertaken in 2010, taken from selected mineralised intersections, to ALS Chemex for re-analysis. No pulp re-analysis by a second laboratory was performed by Benzu in the 2017 exploration programme. MSA did visit the ALS-Chemex preparation facilities in Swakopmund but did not conduct an audit of the laboratory’s analytical facilities in Vancouver.

Two different CRMs were used by Benzu for the internal QA/QC programme, namely AMIS0338, a low grade lithium CRM, and AMIS0339, a high-grade lithium CRM. Both were sourced from African Mineral Standards (“AMIS”) in Johannesburg, South Africa.

The CRMs were inserted at a frequency of one of each CRM in every 30 samples. A number of assays for AMIS0338 fell outside the 2x standard deviation (“SD”) warning limit (and one fell outside the 3xSD limit) but are not considered material to the reported results and overall the performance of AMIS0338 is considered acceptable.

Two blanks were inserted into the sample stream as part of the internal QA/QC protocol. Initially, only AMIS0484, a blank silica powder, was used for the first half of the programme. A second blank comprising quartz chips was used in the second half of the programme in conjunction with AMIS0484. The quartz chips were sourced from the barren quartz core material at Rubicon. For the first half of the programme AMIS0484 was inserted at a frequency of 1 in every 30 samples and for the second half of the programme the two materials were alternated.

Sample duplicates comprising splits from the coarse crush reject and pulp duplicates were inserted at a frequency of 1 in every 30 samples. An empty pre-labelled plastic bag was inserted into the sample batches submitted to ALS-Chemex and the lab instructed to produce a split of the coarse crush rejects for specific samples.

The author of the Technical Report is of the opinion that the core handling, logging and sampling protocols are considered in line with industry practice and the samples are representative of the mineralisation. The assay

methods used by ALS-Chemex are also in line with accepted industry standards. Finally, MSA recommends the following for future exploration:

- Inclusion of field duplicates (quarter core) into the sample stream;
- a second check laboratory should be used for duplicate pulp analysis; and
- a suitable blank quartz chip material should be sourced from a reputable supplier such as AMIS and not from the pegmatites on the property.

Data Verification

The data verification procedures included the following:

- a review of the BF drilling data by Benzu;
- review of the Benzu database and assay QA/QC results by MSA;
- review of Benzu's logging and sampling protocols by MSA; and
- check logging of selected drill holes (DD and RC drill holes) from the current exploration programme by MSA.

It should be noted that no verification of the AAPS and Namibian Lithium Mine drill hole data was possible as the core and associated data are no longer available; no drill hole markers are present either. A lot of the discarded core found around the Rubicon Mine is assumed to be from the Namibian Lithium Mines drilling.

The author's conclusions and recommendations regarding the data verification exercises are:

- Verification sampling of the BF drill core
- Li₂O values of Benzu resamples are comparable to the BF results; and
- the results for Cs and Rb also show a good correlation between the two sets of samples
- In conclusion the author considers the comparison between the BF samples assay results of 2010 and the Benzu resampling results indicates that the results are suitable for inclusion into the current drill hole database and use in the report.
- Verification of the historical rock chip sampling
- It is the author's opinion that sufficient samples returned comparable or elevated Li₂O values to confirm the presence of lithium mineralisation reported based on the results of the LiCore and BF sampling.
- The rock chip data will not be used to inform any future Mineral Resource estimate

Future exploration should also make provision for the following:

- Data management should be done on an ongoing basis using a Microsoft Access (or other dedicated data management solution) and not Excel spreadsheets in order to ensure data integrity and avoid any potential version control issues and inconsistencies.

Mineral Processing and Metallurgical Testing

Preliminary mineralogical characterisation test work has been conducted on seven samples by SGS Mineral Services, Canada (“**SGS**”) to determine the overall mineral assemblages of the samples, compare and contrast their characteristics, and define liberation and association attributes of the lithium minerals and selected associated minerals (SGS Mineral Services, 2016).

For the purposes of this study the samples RRS018, RRS020, RRS021, and RRS023 were considered the host rocks, and samples RRS017, RRS019, RRS022 mineralised material and were thus subject to different crushing and sizing.

Samples RRS018, RRS020, RRS021, and RRS023 were stage crushed to 80% passing 300 µm for the mineralogical work. Samples RRS017, RRS019, RRS022 were stage crushed to 80% passing 425 µm, screened and recombined into three size fractions for the mineralogical analysis. Each size fraction was assayed for a suite of 16 elements including Li, Rb and Cs. The Li₂O results are summarized in the following table:

Li₂O content of the samples							
Sample ID	RSS017	RSS018	RSS019	RSS020	RSS021	RSS022	RSS023
Li (%)	1.60	0.84	1.13	1.73	1.32	0.08	0.34
Li ₂ O (%)	3.4	1.8	2.4	3.7	2.8	0.2	0.7

The liberation study concluded the following:

- Mica (including the lepidolite) is well liberated in all samples (except in RRS 019 where it occurs as a minor phase and RRS022). Therefore, the samples could be kept coarser for processing purposes; and
- petalite is well liberated (ca. 87% for the P80 of 425 µm) in RRS 019. Petalite is moderately liberated in other samples in which its mass is minor.

Chemical analysis of the mica was also conducted. The average Li-content of petalite was 2.35% Li (or 5.1% Li₂O).

It is important to point out that the findings of the SGS Mineral Services (2016) report are based on what is mineralogically possible, under ideal separation conditions. It is assumed that it is possible to separate a mica grain with a minute attachment of another mineral from a particle that contains no inclusions or attachments. Practically, this separation may be more complex. Thus, the findings in the SGS report should not be considered as a prediction of recovery performance. Rather, the findings provide insight into the limitations with respect to mineralogical characteristics.

Additional work is thus necessary to determine the proportions and distribution of the lithium-bearing minerals and chemistry within the deposit and the possible products that can be produced. This work should form the basis of future mineral processing and metallurgical test work and be guided by the geology and mineralogical investigations.

The processing of the potential lepidolite concentrate would be done using a sulphation process.

Interpretation and Conclusions

Due to the historical mining activity focussed primarily on the extraction of petalite, the rock and slimes dumps contain a potentially economic lithium resource in the form of lepidolite.

Benzu's recently completed and exploration programme focussed on the Rubicon Main pegmatite, the Rubicon South 1 and 2 pegmatites and the slimes dumps. A number of other LCT pegmatites containing lithium mineralisation were also identified within the Property and drill tested during as part of this phase of exploration.

Limited mineralogical studies have identified lepidolite and petalite (with traces of spodumene and montebrasite present) as the dominant lithium-bearing phases at Rubicon. The mineralogical characterisation of samples of the lepidolite and petalite rich material demonstrated that liberation of these minerals is possible under ideal circumstances but additional work is required to determine appropriate process flowsheets and potential products.

It is MSA's opinion that further exploration is required to inform a Mineral Resource estimate and metallurgical test work is required. Additional mineralogical studies for the Rubicon pegmatites, the slimes' dumps and the LCT pegmatites identified within the Desert Lion Project area is required in order to determine the relative proportions of the lithium minerals within the deposits.

There are also a number of lithium bearing pegmatites that have been identified and drill tested elsewhere on the property that would warrant follow-up exploration drilling.

There is a risk around the access to the Shalom farms within the Property and should no agreement be reached with the landowner, DLE will have to pursue alternative avenues to gain access. The result of this will be a delay in any planned regional exploration programmes on these portions of the Property. This should not impact the activities on the Desert Lion Project and the other targets that have been tested to date.

The results of work completed on the Desert Lion Project to date warrants further exploration. The recommendations to be considered for subsequent exploration activities for the next two years on the Desert Lion Project are detailed below and summarised in the following table:

Summary of proposed exploration programme for next phase of exploration				
Items		Key Quantities	Budget (USD)	Proposed Deliverables
Rubicon Drilling and slimes	Main and	2,000 m Diamond Drilling; 350 sample assays	329,000	1. A maiden Mineral Resources estimate to comply with CIM 2. Lateral and down-dip extensions tested
Marble Drilling and Target Testing	Hill and	1,000 m Diamond Drilling; 220 sample assays	136,000	1. Target comprehensively tested and 2. Possibly a maiden Mineral Resource estimate
Targets generation		Mapping and sampling; airborne geophysics (50 m line spacing); 2,000 m Diamond Drilling; 770 sample assays	373,000	1. All pegmatite targets within EPL mapped and sampled 2. Potential new targets under thin sand/alluvium cover generated 3. Most promising targets (with some evidence of mineralisation) drill-investigated
Ore sorting test work			32,000	Select sensors and sorting algorithm for optimal sorting efficiency and ore upgrade potential

Concentrator test work		56,000	Optimize comminution and floatation circuits for recovery of lepidolite and petalite concentrates
Hydrometallurgical test work		240,000	Optimize roast/leach/purification flowsheet for efficient production of lithium chemicals from lepidolite concentrate
TOTAL	5,000 m Diamond Drilling; 1,500 m RC Drilling; 1340 sample assays 6,649 line km airborne geophysics	1,166,000	

Selected Financial Information

The following tables sets out certain selected financial information of Desert Lion in summary form for the financial year ended December 31, 2016, and for the interim period ended September 30, 2017. This selected financial information has been derived from and should be read in conjunction with Desert Lion's financial statements for the financial year ended December 31, 2016, and for the interim period ended September 30, 2017, which are attached to this Circular as Schedules "Q" and "R", respectively.

Selected Annual Financial Information

A summary of selected financial information for the year ended December 31, 2016 is set out below:

	December 31, 2016
Total Revenue	\$0
Investment Income	\$0
Net income (loss)	\$(929,315)
- Total Comprehensive (loss)	(\$931,159)
- Per Share	(\$0.03)
Total Assets	\$2,663,876
Total Current Liabilities	\$400,535
Long Term Financial Liabilities	Nil

Desert Lion declared no cash dividends during these fiscal periods.

Summary of Quarterly Results

A summary of selected financial information during the last eight quarters for Desert Lion is as follows:

	Q3 2017 Sept. 30, 2017	Q2 2017 June 30, 2017	Q1 2017 March 31, 2017	Q4 2016 Dec. 31, 2016	Q3 2016 Sept. 30, 2016	Q2 2016 June 30, 2016	Q1 2016 March 31, 2016	Q4 2015 Dec. 31, 2015
Total Revenue	\$0	\$0	\$0	\$0	\$0	\$0	N/A	N/A
Net Income (loss)	\$(2,438,080)	\$(2,860,601)	\$(1,175,558)	\$(793,326)	\$(137,531)	\$0	N/A	N/A
Total assets	\$8,442,036	\$3,471,285	\$5,596,421	\$2,663,876	\$202,001	\$0	N/A	N/A
Loss Per Share	\$(0.07)	\$(0.09)	\$(0.04)	\$(0.04)	\$(0.02)	\$(0.00)	N/A	N/A

Notes:

- (1) The information presented is derived from the respective interim financial statements which have been prepared by management using accounting policies consistent with IFRS and in accordance with IAS 34-Interim Financial Reporting.
- (1) Desert Lion Energy was incorporated on June 17, 2016, thus no financial information is available for the quarter ended Dec 31, 2015 and March 31, 2016.

Management's Discussion and Analysis

Financial information relating to Desert Lion, including its audited financial statements as at and for the year ended December 31, 2016 and for the 9 month period ended September 30, 2017 and the related management's discussion and analysis are attached hereto as Schedules "Q" through "T".

Description of Securities

The authorized share capital of Desert Lion consists of an unlimited number of Desert Lion Shares and Desert Lion Preferred Shares. As at the date of this Circular, there are 39,257,290 Desert Lion Shares, 3,213,793 Desert Lion Options, 4,479,877 Desert Lion Unit Warrants, 2,043,854 Desert Lion Broker Warrants, 548,903 Desert Lion Compensation Options and 258,025 Desert Lion Compensation Warrants issued and outstanding. There are no Desert Lion Preferred Shares issued and outstanding.

Desert Lion Shares

Each Desert Lion Share carries the right to one vote at all meetings of shareholders of Desert Lion. There are no special rights or restrictions of any nature attaching to the Desert Lion Shares. All Desert Lion Shares rank equally as to dividends, voting powers and participation in assets upon liquidation of Desert Lion.

Desert Lion Preferred Shares

Desert Lion is also authorized to issue an unlimited number of Desert Lion Preferred Shares of which, as at the date hereof, none are issued and outstanding. The Desert Lion Preferred Shares were created and issued in connection with the Preferred Share Offering and provided the holders thereof a preferential redemption feature whereby Desert Lion would redeem the Desert Lion Preferred Shares on a cash payment of \$0.50 for each share to be redeemed in the event that the conditions precedent set out in the Share Purchase Agreement were not satisfied on or before November 17, 2017. Each Desert Lion Preferred Share automatically converted, without payment of any additional consideration and without any further action on the part of the holder thereof, into one Desert Lion Share.

Desert Lion Unit Warrants

As of the date hereof, there are 4,479,877 Desert Lion Unit Warrants issued and outstanding. Each Desert Lion Unit Warrant is exercisable to acquire one Desert Lion Share at an exercise price of \$2.28 for a period of 24 months following the closing of the Unit Financing.

The Desert Lion Unit Warrants were issued and created pursuant to warrant certificates dated September 22, 2017, October 10, 2017, November 29, 2017, December 9, 2017 and December 29, 2017. Each warrant certificate provides that the holder thereof is permitted to transfer the Desert Lion Unit Warrants in accordance with the terms of the warrant certificate. The Desert Lion Unit Warrants do not confer on the holder thereof any right or interest as a shareholder of Desert Lion. The warrant certificate provides for adjustment in the number of Desert Lion Shares issuable upon exercise of the Desert Lion Unit Warrants issued thereunder and/or the exercise price per share upon the occurrence of certain events, including:

- (a) the issuance of common shares or securities exchangeable for or convertible into common shares to all or substantially all of the holders of the common shares as a stock dividend;
- (b) a record date is fixed for the issue of rights, options or warrants to all or substantially all of the holders of the common shares under which such holders are entitled to subscribe for or purchase shares or convertible securities;
- (c) a distribution on outstanding common shares payable in common shares or securities exchangeable for or convertible into common shares;
- (d) a record date is fixed for the issue or distribution to the holders of all or substantially all of the common shares of shares of any other class, right options or warrants to acquire shares or securities exchangeable for or convertible into shares or property or other assets, evidence of indebtedness or any property or other assets;
- (e) the subdivision of the common shares into a greater number of shares;
- (f) the consolidation of the common shares into a smaller number of shares; or
- (g) a reclassification or redesignation of common shares, a change of the common shares into other shares or securities, a consolidation, plan of arrangement, amalgamation or merger of Desert Lion with or into another corporation or entity, or a transfer of the undertaking or assets of Desert Lion as an entirety or substantially as an entirety to another corporation.

The warrant certificates provide that Desert Lion shall not enter into any transaction whereby all or substantially all of its undertaking, property and assets would become the property of any other corporation, by reorganization, reconstruction, consolidation, amalgamation, merger, transfer, sale, disposition or otherwise, unless prior to or contemporaneously with the consummation of such transaction, Desert Lion and the successor corporation shall have executed such instruments and done such other things that are necessary to establish that upon the consummation of such transaction, the successor corporation will have assumed the covenants and obligations of Desert Lion under the warrant certificates, and the warrant will be a binding obligation of the successor corporation.

Consolidated Capitalization

The following table summarizes Desert Lion's consolidated capitalization as at September 30, 2017 and as at the date of this Circular. The table should be read in conjunction with the financial statements of Desert Lion including the notes thereto, included elsewhere in this Circular.

Description	Amount Authorized	Amount outstanding as at September 30, 2017 ⁽¹⁾	Amount outstanding as at January 17, 2018
Common Shares	Unlimited	36,663,308	39,257,290
Options	10% rolling limit	3,213,793	3,213,793 ⁽¹⁾
Unit Warrants	N/A	2,534,390	4,479,877 ⁽²⁾
Broker Warrants	N/A	2,043,854	2,043,854 ⁽³⁾
Subscription Receipts	N/A	0	5,401,207

Compensation Options	N/A	169,158	548,903 ⁽⁴⁾
Deficit	Unlimited	\$(7,226,749)	\$(10,775,573)

Notes:

- (1) Each Desert Lion Option is exercisable for one Desert Lion Share. 2,000,000 Desert Lion Options are exercisable at an exercise price of \$0.20 and expire on October 25, 2021. 400,000 Desert Lion Options are exercisable at an exercise price of \$0.50 and expire on March 31, 2022. 900,000 Desert Lion Options are exercisable at an exercise price of \$0.50 and expire on June 20, 2022.
- (2) Each Desert Lion Unit Warrant is exercisable for one Desert Lion Share at an exercise price of \$2.28 and expires 24 months following closing of the Unit Financing.
- (3) Each Desert Lion Broker Warrant is exercisable for one Desert Lion Share. 500,000 Desert Lion Broker Warrants are exercisable at an exercise price of \$0.05 and expire on September 22, 2018. 928,000 and 112,000 Desert Lion Broker Warrants are exercisable at an exercise price of \$0.20 and expire on October 6, 2018 and October 21, 2018, respectively. 272,976 and 230,878 Desert Lion Broker Warrants are exercisable at an exercise price of \$0.50 and expire on March 20, 2019 and March 28, 2019, respectively.
- (4) 548,903 Desert Lion Compensation Options comprising 241,609 Unit Compensation Options and 307,294 SR Compensation Options are exercisable at an exercise price of \$2.28 and expire 24 months following closing of the Unit Financing.

Prior Sales

There is no public market for the Desert Lion Shares. In the 12 months preceding the date hereof, Desert Lion securities have been issued as follows:

Date	Number of Securities	Issue/Exercise Price Per Security	Aggregate Issue Price
March 20, 2017	3,899,655 Desert Lion Shares 272,976 Desert Lion Broker Warrants ⁽¹⁾	\$0.50 \$0.50	\$1,949,827.50
March 28, 2017	3,298,260 Desert Lion Shares 230,878 Desert Lion Broker Warrants ⁽¹⁾	\$0.50 \$0.50	\$1,649,130.00
March 31, 2017	400,000 Desert Lion Options ⁽²⁾	\$0.50	Nil
June 20, 2017	900,000 Desert Lion Options ⁽²⁾	\$0.50	Nil
September 1, 2017	86,207 Desert Lion Shares ⁽³⁾	\$0.50	\$43,103.50
September 22, 2017, October 10, 2017, November 29, 2017, December 9, 2017 and December 29, 2017 ⁽⁶⁾	5,973,169 Desert Lion Units (consisting of 5,973,169 Desert Lion Shares and 4,479,877 Desert Lion Unit Warrants ⁽⁴⁾) 241,609 Unit Compensation Options ⁽⁵⁾	\$1.82 \$1.82	\$10,817,167 Nil
December 13, 2017, December 22, 2017 and December 29, 2017	5,401,207 Desert Lion Subscription Receipts (convertible into 5,401,207 Desert Lion Shares and 1,350,294 Desert Lion SR Warrants ⁽⁷⁾) 307,294 SR Compensation Options ⁽⁸⁾	\$1.82 \$1.82	\$9,830,196 Nil

Notes:

- (1) The 272,976 and 230,878 Desert Lion Broker Warrants are exercisable at an exercise price of \$0.50 and expire on March 20, 2019 and March 28, 2019, respectively.
- (2) Desert Lion Options issued pursuant to the Desert Lion Option Plan. Each Desert Lion Option is exercisable for one Desert Lion Share at an exercise price of \$0.50 per share and March 31, 2022 and June 20, 2022, respectively.
- (3) Issued upon exercise of 86,207 Desert Lion Options.
- (4) The 4,479,877 Desert Lion Unit Warrants are exercisable at an exercise price of \$2.28 and expire on December 13, 2019.
- (5) The 241,609 Unit Compensation Options are exercisable for 241,609 Unit Compensation Shares and 181,205 Unit Compensation Warrants at a price of \$1.82 and expire on the date which is 24 months following the closing of the Unit Offering
- (6) 305,987 Desert Lion Units were purchased by Pella Ventures Limited, a company controlled by Adonis Pouroulis, a director of Desert Lion, 96,154 Desert Lion Units were purchased by PJM Consulting Professional Corp., a company controlled by Peter McCague, a director and Vice President, Corporate & Legal Affairs of Desert Lion, 87,912 Desert Lion Units were purchased by Tim Johnston, the President, Chief Executive Officer and director of Desert Lion and 55,000 Desert Lion Units were purchased by John P. Vettese Professional Corp., company controlled by John Vettese, a director of Desert Lion.
- (7) The 1,350,294 Desert Lion SR Warrants are exercisable at an exercise price of \$2.28 and expire on December 13, 2019.
- (8) The 307,294 SR Compensation Options are exercisable for 307,294 SR Compensation Shares and 76,820 SR Compensation Warrants at a price of \$1.82 and expire on December 13.

Stock Exchange

None of the securities of Desert Lion are listed on any stock exchange.

Executive Compensation

The following information is presented in accordance with Form 51-102F6V – *Statement of Executive Compensation – Venture Issuers*, and provides details of all compensation for each of the directors and Named Executive Officers of Desert Lion for the 12 months ended December 31, 2016 and the nine months ended September 30, 2017.

As of December 31, 2016 and September 30, 2017, Desert Lion had four NEOs: (i) Tim Johnston, Desert Lion’s President and Chief Executive Officer, (ii) Paul Bozoki, Desert Lion’s Chief Financial Officer, (iii) Stan Bharti, a strategic consultant of Desert Lion, and (iv) Peter McCague, Desert Lion’s Vice President, Corporate & Legal Affairs. There were no other executive officers of Desert Lion.

Director and Named Executive Officer Compensation – Excluding Compensation Securities

The following table sets out all compensation paid, payable, awarded, granted, given, or otherwise provided, directly or indirectly, by Desert Lion to each current and former NEO and director, in any capacity, for the 12 month period ended December 31, 2016 and the period ended September 30, 2017.

Name and position	Period	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites (\$)	Value of all other compensation (\$)	Total compensation (\$)
Tim Johnston ⁽¹⁾ (President and Chief Executive Officer)	Year ended December 31, 2016	67,306	Nil	Nil	Nil	Nil	67,306
	Nine months ended September 30, 2017	187,497	Nil	Nil	Nil	Nil	187,497
Paul Bozoki ⁽²⁾ (Chief Financial Officer)	Year ended December 31, 2016	Nil	Nil	Nil	Nil	Nil	Nil
	Nine months ended September 30, 2017	21,000	Nil	Nil	Nil	Nil	21,000
Stan Bharti ⁽³⁾ (Strategic Consultant)	Year ended December 31, 2016	Nil	Nil	Nil	Nil	Nil	Nil
	Nine months ended September 30, 2017	180,000	Nil	Nil	Nil	Nil	180,000
Peter McCague ⁽⁴⁾ (Vice President, Corporate & Legal Affairs)	Year ended December 31, 2016	15,000	Nil	Nil	Nil	Nil	15,000

Name and position	Period	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites (\$)	Value of all other compensation (\$)	Total compensation (\$)
President, Corporate & Legal Affairs and Director)	Nine months ended September 30, 2017	45,000	Nil	Nil	Nil	Nil	45,000
Adonis Pouroulis ⁽⁵⁾ (Director)	Year ended December 31, 2016	Nil	Nil	Nil	Nil	Nil	Nil
	Nine months ended September 30, 2017	Nil	Nil	Nil	Nil	Nil	Nil
John Vettese ⁽⁵⁾ (Director)	Year ended December 31, 2016	Nil	Nil	Nil	Nil	Nil	Nil
	Nine months ended September 30, 2017	Nil	Nil	Nil	Nil	Nil	Nil
Chris Berry ^(5,6) (Director and Consultant)	Year ended December 31, 2016	Nil	Nil	Nil	Nil	Nil	Nil
	Nine months ended September 30, 2017	32,945	Nil	Nil	Nil	Nil	32,945
Stephan Theron ⁽⁵⁾ (Director)	Year ended December 31, 2016	Nil	Nil	Nil	Nil	Nil	Nil
	Nine months ended September 30, 2017	Nil	Nil	Nil	Nil	Nil	Nil

Notes:

- (1) Mr. Johnston was appointed as the Chief Executive Office of Desert Lion on October 1, 2016. Mr. Johnston does not receive any compensation for his role as a director of Desert Lion.
- (2) Mr. Bozoki was appointed as the Chief Financial Officer of Desert Lion on April 1, 2017.
- (3) Mr. Bharti was engaged as a strategic consultant of Desert Lion on January 1, 2017. Mr. Bharti receives a monthly consulting fee of \$20,000.
- (4) Mr. McCague was appointed as the Vice President, Corporate & Legal Affairs of Desert Lion on October 1, 2016 and appointed as a director of Desert Lion on June 17, 2016. Mr. McCague receives a monthly consulting fee of \$5,000 for his role as Vice President, Corporate & Legal Affairs. Mr. McCague does not receive any compensation for his role as a director of Desert Lion.
- (5) No directors fees have been paid to the directors of Desert Lion to date.
- (6) Mr. Berry was engaged as a consultant of Desert Lion on May 1, 2017 and appointed as a director of Desert Lion on June 20, 2017. Mr. Berry receives a monthly consulting fee of \$5,000. Mr. Berry does not receive any compensation for his role as a director of Desert Lion.

Stock Options and Other Compensation Securities

The following table sets out all compensation securities granted or issued to each NEO and director by Desert Lion for services provided or to be provided, directly or indirectly, to Desert Lion during the year ended December 31, 2016 and during the nine months ended September 30, 2017.

Name and position	Period	Type of compensation security	Number of compensation securities, number of underlying securities, and percentage of class	Date of issue or grant	Issue, conversion, or exercise price (\$)	Closing price of security or underlying security on date of grant (\$)	Closing price of security or underlying security at year end ⁽¹⁾ (\$)	Expiry date
Tim Johnston (President and Chief Executive Officer)	Year ended December 31, 2016	Stock options	1,000,000	October 25, 2016	\$0.20	N/A	N/A	October 25, 2021
	Nine months ended September 30, 2017	Stock options ⁽¹⁾	162,500	June 21, 2017	\$0.50	N/A	N/A	June 21, 2022
Paul Bozoki (Chief Financial Officer)	Year ended December 31, 2016	Stock options ⁽¹⁾	Nil	N/A	N/A	N/A	N/A	N/A
	Nine months ended September 30, 2017	Stock options ⁽¹⁾	125,000	March 31, 2017	\$0.50	N/A	N/A	March 31, 2022
Stan Bharti (Strategic Consultant)	Year ended December 31, 2016	Stock options ⁽¹⁾	500,000	October 25, 2016	\$0.20	N/A	N/A	October 25, 2021
	Nine months ended September 30, 2017	Stock options ⁽¹⁾	Nil	N/A	N/A	N/A	N/A	N/A
Peter McCague (Vice President, Corporate & Legal Affairs and Director)	Year ended December 31, 2016	Stock options ⁽¹⁾	250,000	October 25, 2016	\$0.20	N/A	N/A	October 25, 2021
	Nine months ended September 30, 2017	Stock options ⁽¹⁾	162,500	June 21, 2017	\$0.50	N/A	N/A	June 21, 2022
Adonis Pouroulis (Director)	Year ended December 31, 2016	Stock options ⁽¹⁾	Nil	N/A	N/A	N/A	N/A	N/A
	Nine months ended September 30, 2017	Stock options ⁽¹⁾	162,500	June 21, 2017	\$0.50	N/A	N/A	June 21, 2022
John Vettese (Director)	Year ended December 31, 2016	Stock options ⁽¹⁾	Nil	N/A	N/A	N/A	N/A	N/A
	Nine months ended September 30, 2017	Stock options ⁽¹⁾	162,500	June 21, 2017	\$0.50	N/A	N/A	June 21, 2022

Name and position	Period	Type of compensation security	Number of compensation securities, number of underlying securities, and percentage of class	Date of issue or grant	Issue, conversion, or exercise price (\$)	Closing price of security or underlying security on date of grant (\$)	Closing price of security or underlying security at year end ⁽¹⁾ (\$)	Expiry date
Chris Berry (Director)	Year ended December 31, 2016	Stock options ⁽¹⁾	Nil	N/A	N/A	N/A	N/A	N/A
	Nine months ended September 30, 2017	Stock options ⁽¹⁾	162,500	June 21, 2017	\$0.50	N/A	N/A	June 21, 2022
Stephan Theron (Director)	Year ended December 31, 2016	Stock options ⁽¹⁾	Nil	N/A	N/A	N/A	N/A	N/A
	Nine months ended September 30, 2017	Stock options ⁽¹⁾	162,500	June 21, 2017	\$0.50	N/A	N/A	June 21, 2022

Notes:

(1) These Desert Lion Options are granted under and are governed by and subject to the terms of the Desert Lion Option Plan.

The following table sets out all compensation securities exercised by each NEO and director during the year ended December 31, 2016 and during the nine months ended September 30, 2017.

Name and position	Type of compensation security	Number of underlying securities exercised	Exercise price per security (C\$)	Date of exercise	Closing price of security or underlying security on date of exercise ⁽¹⁾ (C\$)	Difference between exercise price and closing price on date of exercise (C\$)	Total value on exercise date ⁽²⁾ (C\$)
Tim Johnston (President and Chief Executive Officer)	Stock options	Nil	N/A	N/A	N/A	N/A	N/A
Paul Bozoki (Chief Financial Officer)	Stock options	Nil	N/A	N/A	N/A	N/A	N/A
Stan Bharti (Strategic Consultant)	Stock options	Nil	N/A	N/A	N/A	N/A	N/A
Peter McCague (Vice President, Corporate & Legal Affairs and Director)	Stock options	Nil	N/A	N/A	N/A	N/A	N/A

Name and position	Type of compensation security	Number of underlying securities exercised	Exercise price per security (C\$)	Date of exercise	Closing price of security or underlying security on date of exercise ⁽¹⁾ (C\$)	Difference between exercise price and closing price on date of exercise (C\$)	Total value on exercise date ⁽²⁾ (C\$)
Adonis Pouroulis (Board Member)	Stock options ⁽¹⁾	86,207	\$0.50	September 1, 2017	\$1.82	\$1.32	\$156,896
John Vettese (Board Member)	Stock options ⁽¹⁾	Nil	N/A	N/A	N/A	N/A	N/A
Chris Berry (Board Member)	Stock options	Nil	N/A	N/A	N/A	N/A	N/A
Stephan Theron (Board Member)	Stock options	Nil	N/A	N/A	N/A	N/A	N/A

Notes:

(1) These Desert Lion Options were granted under and are governed by and subject to the terms of the Desert Lion Option Plan.

Stock Option Plans and Other Incentive Plans

The Desert Lion Option Plan was adopted by the Desert Lion Board on June 17, 2016 and was approved by the Desert Lion Shareholders on June 18, 2016.

The purpose of the Desert Lion Option Plan is to attract, retain and motivate directors, officers, employees and other service providers by providing them with the opportunity, through share options, to acquire a proprietary interest in Desert Lion.

The Desert Lion Board may from time to time, in its discretion grant to directors, officers, employees and consultants non-transferable Desert Lion Options to purchase Desert Lion Shares, exercisable for a period of up to five years from the date of grant. In the event that the expiry of a Desert Lion Option falls within or within two days of a trading blackout period, the expiry date of such Desert Lion Option shall be automatically extended to the tenth business day following the end of the applicable blackout period. The exercise price of each Desert Lion Option shall be determined by the Desert Lion Board at the time of grant; provided, however, that if the Desert Lion Shares are listed on a stock exchange, the exercise price shall not be less than the closing price of the Desert Lion Shares on the exchange on the trading day immediately preceding the date of grant. Any vesting provisions with respect to the Desert Lion Options shall be determined by the Desert Lion Board at the time of grant.

The Desert Lion Option Plan provides that the number of Desert Lion Shares reserved for issuance does not exceed 10% of the issued and outstanding Desert Lion Shares at the time of grant. The maximum number of Desert Lion Shares that may be reserved for issuance to insiders under the Desert Lion Option Plan or under any other share compensation arrangement is 10% of the Desert Lion Share outstanding from time to time, and the maximum number of Desert Lion Shares that may be reserved for issuance to insiders under the Desert Lion Option Plan or under any other share compensation arrangement within a one-year period is 10% of the Desert Lion Share outstanding from time to time.

The Desert Lion Option Plan provides that in the event that an optionee ceases to be a director, officer or employee or service provider of Desert Lion, other than as a result of termination with cause, any vested Desert Lion Option held by such person shall be exercisable for a period of 90 days subject to the original date of expiry of the Desert Lion Option. In the event that a holder of Desert Lion Options is terminated for cause, such Desert Lion Options shall immediately terminate and shall no longer be exercisable as of the date of such termination. The Desert Lion

Option Plan provides that in the event of the death of an optionee, any vested Desert Lion Option held by such person shall be exercisable by the optionee's legal heir or personal representatives for a period of 12 months following the date of death, subject to the original date of expiry of the Desert Lion Option, and subject to the Desert Lion Board determining otherwise.

The Desert Lion Option Plan provides that in the event that a bona fide offer for Desert Lion shares is made to the optionee or to the Desert Lion Shareholders generally, the Desert Lion Board, in its discretion, may amend, abridge or otherwise eliminate any vesting schedule so that such Desert Lion Options may be exercised in whole or in part so as to permit the optionee to tender the Desert Lion Shares received upon such exercise. In the event of a consolidation, reorganization, merger, amalgamation or arrangement of Desert Lion with or into another corporation, the Desert Lion Board will have the sole direction to amend, abridge or otherwise eliminate any vesting schedule so that such Desert Lion Options may be exercised so as to permit the optionee to receive any securities, property or cash which the optionee would have received under the transaction if the optionee had exercised the Desert Lion Option immediately prior to the applicable record date or effective date, and the exercise price of the Desert Lion Option shall be adjusted as determined by the Desert Lion Board, as applicable. The Desert Lion Option Plan also provides that appropriate adjustments will be made by the Desert Lion Board in the number of Desert Lion Shares optioned and in the option price, in the event of any subdivision, consolidation or reclassification of Desert Lion Shares, the payment of any dividends or other relevant changes in the capital stock.

Employment, Consulting and Management Agreements

The material terms of each agreement under which compensation was provided during the year ended December 31, 2016 and the nine months ended September 30, 2017, or is payable in respect of services provided to Desert Lion by each NEO or director, is set out under “*Schedule B – Information Concerning Desert Lion - Executive Compensation – Management Contracts*” below.

Oversight and Description of Director and Named Executive Officer Compensation

Compensation of Directors

The Desert Lion Board of Directors, through discussions without any formal objectives, criteria or analysis, is responsible for determining all forms of compensation to be granted to the directors of Desert Lion. The level of compensation for directors is determined after consideration of various relevant factors, including the expected nature and quantity of duties and responsibilities, past performance, comparison with compensation paid by other mining exploration issuers of comparable size and stage of development, and the availability of financial and other resources of Desert Lion.

Non-executive directors do not currently receive directors' fees or fees for participation on Desert Lion Board committees. Long term incentives in the form of stock options are granted to non-executive directors from time to time, based on an existing complement of long term-incentives, corporate performance and to be competitive with other companies of similar size and scope. The Desert Lion Board of Directors will periodically review the responsibilities and risks involved in being an effective director, and will report and make recommendations accordingly.

Compensation of NEOs

The Desert Lion Board of Directors is responsible for determining all forms of compensation to be paid to the CEO, and for reviewing the CEO's recommendations regarding compensation of the other NEOs of Desert Lion, to ensure such arrangements reflect the responsibilities and risks associated with each position.

The key objectives of Desert Lion's executive compensation program are: (i) recruiting and retaining executives critical to the success of Desert Lion and the enhancement of shareholder value; (ii) providing fair and competitive compensation; (iii) balancing the interests of management and Desert Lion shareholders; and (iv) rewarding performance, both on an individual basis and with respect to operations in general. In order to achieve these

objectives, the compensation paid to NEOs of Desert Lion consists of base salary and/or long-term incentives in the form of stock options, as set out below.

Desert Lion's executive compensation program is designed to retain, encourage, compensate and reward executives on the basis of individual and corporate performance, both in the short- and the long-term. Base salaries will be based on a number of factors enabling Desert Lion to compete for and retain executives critical to Desert Lion's long-term success. Share ownership opportunities through stock options will be provided to align the interests of executive officers with the longer term interests of shareholders.

In determining specific compensation amounts for executive officers, the Desert Lion Board of Directors considers factors such as experience, individual performance, length of service, contribution towards the achievement of corporate objectives and positive exploration and development results, stock price, and compensation compared to other employment opportunities for executives.

Elements of NEO Compensation

Base Salary

Desert Lion's NEOs each receive base salaries. The Desert Lion Board of Directors reviews these salaries annually to ensure that they reflect each respective NEO's responsibilities, performance and experience in fulfilling his role. In determining the base salary for each NEO, the Desert Lion Board of Directors take into consideration available market data for other companies of a similar size and nature, although a specific benchmark is not targeted and a formal peer group has not been established.

Long-Term Incentives

Long term incentives are performance-based grants of stock options. The Desert Lion Board of Directors will recommend the number of stock options to be granted to Desert Lion's executive officers.

In establishing the number of stock options to be granted to the NEOs, reference is made to the number of stock options granted to officers of other companies that, similar to Desert Lion, are involved in the exploration and development of mineral assets,. The Desert Lion Board of Directors also considers previous grants of options and the overall number of options that are outstanding relative to the number of outstanding Desert Lion Shares in determining whether to make any new grants of stock options and the size and terms of any such grants, as well as the level of effort, time, responsibility, ability, experience and level of commitment of the NEO in determining the level of incentive stock option compensation.

For further details regarding the material terms of the Desert Lion Option Plan, see above under the heading "*Schedule B – Information Concerning Desert Lion – Executive Compensation – Stock Option Plans and Other Incentive Plans*".

Pension Disclosure

No pension, retirement or deferred compensation plans, including defined contribution plans, have been instituted by Desert Lion and none are proposed at this time.

Management Contracts

Desert Lion entered into a consulting agreement with Tim Johnston dated September 1, 2016, as amended and restated on February 21, 2017, whereby Mr. Johnston would provide management consulting services to Desert Lion in his capacity as Chief Executive Officer. Pursuant to this agreement, Mr. Johnston was entitled to receive base fees in the amount of \$20,833.33 per month for the provision of management consulting services to Desert Lion, and any such increments and bonuses as the Desert Lion Board of Directors may from time to time determine. In the event of a "change of control" of Desert Lion, either Mr. Johnston or Desert Lion would have from the date of such change of control to elect to have his appointment terminated. In the event such an election is made, Desert Lion will make a

lump sum termination payment to Mr. Johnston equal to 36 months' base fees, plus an amount that is equivalent to all cash bonuses paid to Mr. Johnston in the 36 months prior to the change of control. The agreement may be terminated at any time for just cause without notice or payment in lieu of notice or by Desert Lion without cause by making a payment to Mr. Johnston that is equal to three months' base fees pursuant to this agreement, being \$62,500.00.

Desert Lion entered into a consulting agreement with Peter McCague dated October 1, 2016, as amended and restated on February 21, 2017 whereby Mr. McCague would provide management consulting services to Desert Lion in his capacity as Vice-President, Corporate and Legal Affairs. Pursuant to this agreement, Mr. McCague was entitled to receive base fees in the amount of \$5,000.00 per month for the provision of such services to Desert Lion, and any such increments and bonuses as the Desert Lion Board of Directors may from time to time determine. In the event of a "change of control" of Desert Lion, either Mr. McCague or Desert Lion would have from the date of such change of control to elect to have his appointment terminated. In the event such an election is made, Desert Lion will make a lump sum termination payment to Mr. McCague equal to 36 months' base fees, plus an amount that is equivalent to all cash bonuses paid to Mr. McCague in the 36 months prior to the change of control. The agreement may be terminated at any time for just cause without notice or payment in lieu of notice or by Desert Lion without cause by making a payment to Mr. McCague that is equal to three months' base fees pursuant to this agreement, being \$15,000.00.

For the purposes of the consulting agreement and amendments related thereto as described above, "change of control" includes: (A) the acquisition by a person of (i) shares or rights or options to acquire shares of Desert Lion or securities which are convertible into shares of Desert Lion or any combination thereof such that after the completion of such acquisition such person would be entitled to exercise 25% or more of the votes entitled to be cast at a meeting of the shareholders of Desert Lion; (ii) shares or rights or options to acquire shares, or their equivalent, of any material subsidiary of Desert Lion or securities which are convertible into shares of the material subsidiary or any combination thereof such that after the completion of such acquisition, such person would be entitled to exercise 25% or more of the votes entitled to be cast at a meeting of the shareholders of the material subsidiary; or (iii) more than 25% of the material assets of Desert Lion, including the acquisition of more than 25% of the material assets of any material subsidiary of Desert Lion, or (B) as a result of or in connection with: (i) a contested election of directors; or (ii) a consolidation, merger, amalgamation, arrangement or other reorganization or acquisitions involving Desert Lion and another corporation or other entity, the nominees named in the most recent management information circular of the Desert Lion for election to Desert Lion's board of directors do not constitute a majority of Desert Lion's board of directors.

On January 1, 2017, Desert Lion entered into a consulting agreement with Forbes & Manhattan, Inc. ("F&M"), whereby F&M provides management, business and operational consulting services to Desert Lion. For the services provided by F&M, Desert Lion will pay F&M a fee of \$20,000 per month, plus HST, together with such increments thereto and bonuses as the board of directors of Desert Lion may from time to time determine. The agreement may be terminated at any time for just cause without notice or payment in lieu of notice or by Desert Lion without cause by making a payment to F&M that is equal to twelve (12) months' base fees pursuant to the agreement, being \$240,000. The fee payable to F&M is intended to reflect the value of the benefits and services that are provided to Desert Lion by Forbes & Manhattan in gaining access to a number of individuals by virtue of their relationship with Forbes & Manhattan. Various administrative, strategic and technical services are provided and will be provided to Desert Lion through a team of geologists, mining engineers and financial professionals related to Forbes & Manhattan on an as needed basis. In certain instances, additional fees will be paid to such individuals by Desert Lion directly and not in connection with this agreement for their services; however, such fees are typically substantially lower than if Desert Lion had to seek out and engage such persons on its own on a full-time basis. Without the support provided by Forbes & Manhattan, Desert Lion would not otherwise have ready access to the breadth of skilled professionals available through Forbes & Manhattan on an as needed basis.

It is intended that these agreements will be assigned to the Resulting Issuer upon completion of the Business Combination. As a condition of the Amalgamation Agreement, each of Messrs. Johnston and McCague will waive the operation of the lump sum termination and/or change of control payments triggered upon completion of the Business Combination.

The Resulting Issuer's compensation arrangements for its directors and officers, may, in addition to salary, include compensation in the form of bonuses upon the achievement of certain milestones and the granting of stock

options. The compensation policy of the Resulting Issuer may be re-evaluated in the future to emphasize increased base salaries and/or cash bonuses with a reduced reliance on option awards, depending upon the future development of Desert Lion and other factors which may be considered relevant by the Resulting Issuer's Board of Directors, from time to time. See "*Schedule C – Information Concerning the Resulting Issuer – Resulting Issuer Officers, Directors and Promoters - Consulting Agreements*".

Non-Arms Length Party Transactions

Desert Lion has not entered into any non-arm's length transactions.

Legal Proceedings

Neither Desert Lion, nor any of its subsidiaries (nor any of their respective properties) are party to or the subject matter of any material legal proceedings and to the best knowledge of Desert Lion, no such legal proceedings are contemplated.

Material Contracts

Other than as disclosed below, Desert Lion did not enter into any material agreements other than in the ordinary course of business, since incorporation:

1. The Share Purchase Agreement dated November 17, 2016 among Desert Lion and the HUNI Vendors. See "*General Development of the Business – Acquisition of Desert Lion Namibia*" above.
2. The Helikon Agreement dated August 21, 2017 between Desert Lion and Helikon Vendors. See "*Schedule B – Information Concerning Desert Lion – General Development of the Business – Helikon Acquisition*".
3. The Amalgamation Agreement dated October 12, 2017, as amended from time to time, among Desert Lion, Camex and Camex Subco. See "*The Business Combination*" and "*The Amalgamation Agreement*" in the attached Circular.
4. The Jinhui Offtake Agreement dated November 6, 2017 among Desert Lion Namibia and Jinhui. See "*General Development of the Business – Acquisition of Desert Lion Namibia*" above.

Copies of the above agreements may be inspected without charge at Desert Lion's head office during normal business hours prior to the completion of the Business Combination and for a period of 30 days thereafter.

Schedule “C”
INFORMATION CONCERNING THE RESULTING ISSUER

Name and Incorporation

Pursuant to the Business Combination, Camex Subco and Desert Lion will amalgamate to form Amalco and each Desert Lion Shareholder will be entitled to receive one New Camex Share for each one Desert Lion Share.

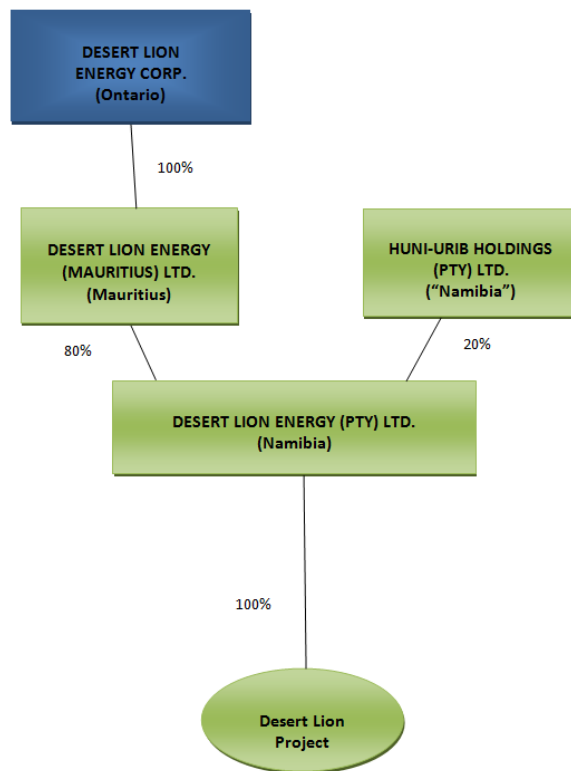
Following completion of the Business Combination, Camex will indirectly hold the Property located in the Erongo Region of Namibia and indirectly carry on the business of Desert Lion. Camex will also change its name to “Desert Lion Energy Inc.” in connection with the Business Combination. If the Reverse Take-Over Resolution and the Consolidation Resolution are approved by Camex Shareholders at the Meeting, promptly thereafter Camex will file Articles of Amendment effecting the Consolidation and the Name Change.

If the Continuance Resolution is approved by the Camex Shareholders at the Camex Meeting, the Articles of Continuance will be adopted and replace the existing Articles of Camex and will constitute the governing instrument of the Resulting Issuer under the OBCA.

Following completion of the Business Combination, the Resulting Issuer’s head office will be located at 65 Queen Street West, 8th Floor, Toronto, Ontario, M5H 2M5.

Intercorporate Relationships

Pursuant to the Amalgamation, Desert Lion will amalgamate with Camex Subco to form Amalco, which will be a wholly owned subsidiary of Camex. Camex will change its name to “Desert Lion Energy Inc.” and will have the following active subsidiaries:



Narrative Description of the Business

The Resulting Issuer will carry on the business currently carried on by Desert Lion.

Business Objectives and Milestones of the Resulting Issuer

Following completion of the Amalgamation, the Resulting Issuer intends to achieve the following business objectives:

1. Establish a low-grade concentrate plant, including upgrading the existing access road, establishing water infrastructure to supply water to the camp from existing boreholes, purchasing an XRT ore sorter and mobilizing the operations team. This milestone is expected to be completed during the first quarter of 2018 and at an estimated cost of \$2,500,000.
2. Complete first shipment of Material to Jinhui pursuant to the terms of the Jinhui Lithium Offtake Agreement. Desert Lion expects the first shipment of 30,000 tonnes of Material to be completed in the first quarter of 2018.
3. Complete a drilling program, including sampling, mapping and metallurgical testwork on the Desert Lion Project for a total of 17,700 meters at an estimated cost of \$4,200,000, with a view to establishing a Mineral Resource estimate for the Desert Lion Project. Desert Lion expects to complete the drilling program in the first quarter of 2018.
4. Complete a preliminary economic assessment on the Desert Lion Project, at an estimated cost of \$400,000. Desert Lion expects to complete the drilling program in the first quarter of 2018.
5. Complete preliminary geological reconnaissance on known pegmatites within the Desert Lion Project, which management expects to be completed in the second quarter of 2018.

See “Schedule “C” – Information Concerning the Resulting Issuer – Resulting Issuer Available Funds and Principal Purposes”.

Upon completion of the Business Combination, the Board of Directors of the Resulting Issuer will adopt such board committee charters, codes and policies as it deems necessary in accordance with good corporate governance practices given the stage of the Company.

Exploration and Development

In February 2017, Desert Lion commenced its drilling program on the Desert Lion Project. Following the closing of the Business Combination, the Resulting Issuer intends to continue and complete a further 17,700 meter drilling campaign at the Desert Lion Project, whereby Desert Lion expects to (i) complete infill drilling, (ii) define the resource potential of the Desert Lion Project, and (iii) conduct resonance style drilling of other pegmatite structures identified within the Desert Lion Project.

Description of Resulting Issuer Securities

The authorized share capital of the Resulting Issuer following completion of the Business Combination shall consist of an unlimited number of common shares and an unlimited number of preferred shares. The authorized share capital of the Resulting Issuer will continue to be as described in “Schedule A – Information Concerning Camex – Description of Securities” and the rights and restrictions of the Camex Shares will remain unchanged. The issued share capital of Camex will change as a result of (i) the Consolidation and (ii) the consummation of the Amalgamation to reflect the issuance of the New Camex Shares contemplated under the Amalgamation.

Pro Forma Consolidated Capitalization

The following table sets forth the pro forma share capital of the Resulting Issuer, on a consolidated basis, after giving effect to the Business Combination, which for greater certainty includes the Consolidation:

Designation of Security	Amount Authorized or to be Authorized	Amount Outstanding Prior to Giving Effect to the Business Combination	Amount Outstanding After Giving Effect to the Business Combination	Amount Outstanding After Giving Effect to the SR Offering
New Camex Shares	Unlimited	1,648,000 ⁽¹⁾	40,905,290	46,306,497

Notes:

- (1) Assumes completion of the Consolidation (See “Particulars of Matters to be Acted Upon at the Camex Meeting – The Consolidation Resolution”).

This selected financial information has been derived from and should be read in conjunction with the proforma financial statements for the interim period ended September 30, 2017, which are attached to this Circular as Schedule “U”.

Fully Diluted Share Capital

Set out below is a table indicating the number of Resulting Issuer securities expected to be outstanding on a non-diluted basis and a fully-diluted basis after giving effect to the Business Combination and the SR Offering and the percentage of the fully-diluted shares which each category represents.

Resulting Issuer Pro Forma Shareholdings	New Camex Shares Outstanding Following Completion of the Business Combination and the SR Offering and assuming exercise of the relevant convertible securities ⁽¹⁾⁽²⁾
New Camex Shares held by existing Camex Shareholders:	1,648,000 (2.8%)
New Camex Shares to be exchanged for Desert Lion Shares:	39,257,290 (67.3%)
New Camex Shares to be exchanged for Desert Lion Shares issued upon conversion of the Subscription Receipts:	5,401,207 (9.3%)
Total non-diluted share capital of the Resulting Issuer:	46,306,497
Issuable to Holders of	
Camex Options:	112,258 (0.1%)
Camex Replacement Options:	3,213,793 (5.5%)
Desert Lion Unit Warrants:	4,479,877 (7.6%)
Desert Lion SR Warrants:	1,350,294 (2.3%)
Desert Lion Broker Warrants:	2,043,854 (3.5%)
Desert Lion Compensation Options	548,903 (0.94%)
Desert Lion Compensation Warrants	258,025 (0.57%)
Total fully diluted capital of the Resulting Issuer:	58,313,501

Notes:

- (1) All percentages expressed on a fully diluted basis.
(2) All numbers are presented on a post-Consolidation basis

Resulting Issuer Available Funds and Principal Purposes

The following table sets out the estimated funds available to the Resulting Issuer after giving effect to the release of the Escrowed Funds and the Amalgamation as at the dates indicated.

Source of Funds	Following Completion of the Business Combination and the release of the Escrowed Funds
Estimated Camex working capital as at December 31, 2017	\$(560,080)
Estimated Desert Lion working capital as at December 31, 2017	\$6,452,739
Net proceeds of the SR Offering	\$9,240,385
Total available funds:	\$15,133,044

The following table sets out the proposed use of the available funds by the Resulting Issuer upon completion of the Business Combination and the release of the Escrowed Funds.

Principal Uses of Available Funds	Following Completion of the Business Combination and the release of the Escrowed Funds
Complete low-grade concentrate plant	\$2,500,000
Other capex and contingency	\$1,555,800
Complete 17,700 metre drilling program	\$1,480,584
Ore sorting, concentration and hydrometallurgical test work	\$453,480
Complete preliminary economic assessment	\$410,000
Namibian field office and support for 12 months	\$826,380
Deposit repayment (potential)	\$5,625,000
Corporate and administrative expenses for 12 months	\$2,181,800
Unallocated working capital	\$100,000
Total uses of funds:	\$15,133,044

Dividend Policy

There will be no restrictions in the Resulting Issuer's articles or other constating documents that could prevent the Resulting Issuer from paying dividends. It is not contemplated that any dividends will be paid on any New Camex Shares in the immediate future. The Resulting Issuer's directors will determine if, and when, dividends will be declared and paid in the future from funds properly applicable to the payment of dividends based on the Resulting Issuer's financial position at the time. All New Camex Shares will be entitled to an equal share in any dividends declared and paid.

Resulting Issuer Principal Securityholders

To the knowledge of management of Camex and Desert Lion, no securityholder is anticipated to own of record or beneficially, directly or indirectly, or exercise control or direction over more than 10% of any class of voting securities of the Resulting Issuer after giving effect to the Business Combination and the SR Offering, other than as set out below.

Name and Municipality of Residence	Number of New Camex Shares Following Completion of the Business Combination and the release of Escrowed Funds
Pella Ventures Limited ⁽³⁾ Guernsey	4,642,194 (10.02%) ⁽¹⁾

Note:

- (1) Includes New Camex Shares to be held by Pella Ventures Limited and Adonis Pouroulis.
(2) This entity is owned and controlled by Adonis Pouroulis.
(3) 8.48% on a fully-diluted basis.

Resulting Issuer Officers, Directors and Promoters

Name, Address, Occupation and Resulting Issuer Security Holdings

The following table sets out (a) the name and municipality of each person proposed as a director or officer of the Resulting Issuer, or a promoter of the Resulting Issuer, (b) all positions and offices in the Resulting Issuer to be held by such person, (c) the principal occupation(s) during the preceding five years, (d) the period during which such person has served as a director or officer of Desert Lion or Camex, and (e) the number and percentage of New Camex Shares to be beneficially owned by such person, directly or indirectly, or over which control or direction will be exercised, as of the date of the Amalgamation.

Name and Municipality of Residence and Age	Principal Occupations for the Previous Five Years	Positions and Offices with the Resulting Issuer	Director/ Officer Since	Number (and Percentage) of New Camex Shares Owned or Controlled
Tim Johnston Age: 32 Toronto, Canada	President and Chief Executive Officer of Desert Lion (since September 2016), Consultant at Hatch	President, Chief Executive Officer and Director	Director of Desert Lion since February 2017; Officer of Desert Lion since October 2016	203,855 (0.44%)
Peter McCague Age: 39 Toronto, Canada	Legal Consultant	Vice-President, Corporate & Legal Affairs and Director	Director of Desert Lion since June 2016	596,154 (1.29%)
Stephan Theron Age: 41 Toronto, Canada	Chief Executive Officer of Trigon Metals Inc. and Chief Executive Officer of African Gold Group, Inc.	Director	Director of Desert Lion since June 2016	Nil
Paul Bozoki Age: 46 Toronto, Canada	Chief Financial Officer of Black Iron Inc.	Chief Financial Officer	Officer of Desert Lion since April 2017	Nil
John Vettese Age: 49 Toronto, Canada	Partner at Cassels Brock & Blackwell LLP	Director	Director of Desert Lion since June 2017	1,289,556 (2.78%)
Adonis Pouroulis Age: 47 London, United Kingdom	Chairman Pella Resources Limited	Chairman and Director	Director of Desert Lion since June 2017	4,642,194 (10.02%)
Chris Berry Age: 43 New York, New York	Industry consultant and analyst	Director	Director of Desert Lion since June 2017	Nil

For particulars of the occupations of the directors and officers see “*Schedule C – Information Concerning the Resulting Issuer – Resulting Issuer Officers, Director and Promoters – Biographical Information*” below.

All directors of the Resulting Issuer will hold office until the next annual general meeting of the Resulting Issuer unless they resign prior thereto or are removed by the shareholders of the Resulting Issuer.

The directors and officers of the Resulting Issuer as a group will own, directly or indirectly, or exercise control or direction over, 6,731,799 New Camex Shares (representing 14.5% of all of the issued and outstanding New Camex Shares).

Upon completion of the Business Combination, the head office of the Resulting Issuer will be in Toronto, Ontario.

Biographical Information

The following is a brief description of each of the proposed directors and officers of Camex (including details with regard to their principal occupations for the last five years).

Tim Johnston, 32 – *proposed President, Chief Executive Officer, Director* – Mr. Johnston was formerly Hatch’s specialist in project management and transactional analysis for their global lithium business. During his time with Hatch, he evaluated hundreds of lithium projects, and managed the development of lithium projects around the world for SQM, Rockwood Lithium (Albemarle), Bacanora Minerals, AMG-NV, Rio Tinto, Galaxy Resources and other key developers. He has co-authored seven technical publications with a focus on project execution in the lithium sector. Mr. Johnston is a chartered professional engineer (CPEng) and CFA charter holder.

Adonis Pouroulis, 47 – *proposed Non-Executive Chairman* – Mr. Pouroulis is the founder of Pella Resources Limited, an African-focused natural resource and energy group with a strong track record in exploration and mine development across the continent. Pella Resources generates early stage private companies with the aim to develop them into individual private / public companies. Mr. Pouroulis founded Petra Diamonds in 1997 and it became the first diamond company to be listed on London’s AIM market with a market capitalization at the time of just £10 million. He has since overseen Petra’s development from an exploration base into one of the largest independent diamond producers in Africa today with a market capitalization of over £1billion. Petra is a FTSE 250 Index in March 2012. Other examples of companies that form part of the Pella Resources Group are Toro Gold, Alufer Mining and Piran Resources.

Peter McCague, 39 – *proposed Vice President, Corporate and Legal Affairs, Director* – Mr. McCague is a senior business and legal advisor with more than 12 years of experience in corporate finance, mergers and acquisitions, joint ventures and other strategic alliances. He has been instrumental in founding, acquiring, financing and restructuring numerous companies in the junior resources sector. Mr. McCague holds an LL.B. from Osgoode Hall Law School and formerly practiced corporate and securities law at Cassels Brock & Blackwell LLP in Toronto.

Paul Bozoki, 46 – *proposed Chief Financial Officer* – Mr. Bozoki is a dual Canadian and U.S. Chartered Professional Accountant with approximately 25 years of accounting, tax, and corporate finance experience. Mr. Bozoki has served as Chief Financial Officer of several TSX and TSXV listed companies involved in mining projects and has extensive experience operating in Africa. Mr. Bozoki began his career at Ernst & Young LLP where he spent six years in the mining audit practice. Mr. Bozoki has a Master of Business Administration from the Richard Ivey School of Business and a Bachelor of Commerce from Queen’s University.

John Vettese, 48 – *proposed Director* – Mr. Vettese is the Executive Chairman of Cassels Brock & Blackwell LLP. Mr. Vettese is recognized as a leading lawyer by Chambers Canada, Best Lawyers, the Canadian Legal Lexpert Directory, the Lexpert Guide to the Leading US/Canada Cross-Border Corporate Lawyers in Canada and the Lexpert/American Lawyer Guide to the Leading 500 Lawyers in Canada.

Stephan Theron, 41 – *proposed Director* – Mr. Theron is the Chief Executive Officer of both African Gold Group, Inc. and Trigon Metals Inc. Mr. Theron brings 17 years of extensive management, capital project development and M&A experience within the mining industry. Mr. Theron was previously Managing Director at Liberty Metals & Mining, a private equity group based in Boston, Massachusetts. Mr. Theron was also a strategic member on the board of directors of True Gold Mining. Prior to his work in Boston, Mr. Theron was President & CEO at Forbes & Manhattan Coal Corp. He has structured numerous mining focused investments and has worked on mining projects throughout Africa and North America. Mr. Theron holds a degree in finance and is a Certified General Accountant and Chartered Professional Accountant in Ontario, Canada.

Chris Berry, 43 – *proposed Director* – Mr. Berry has been an independent analyst since 2009 with a focus on energy metals including lithium, cobalt, graphite, vanadium, and rare earths. His research provides strategic insights to institutional clients and has a specific focus on how disruptive trends in energy, strategic metals, and technology create opportunities. Before shifting focus to analysis of these trends, Mr. Berry gained 12 years of capital markets experience on both the buy side and sell side. Mr. Berry holds a Master of Business Administration in finance with an international focus from Fordham University, and a Bachelor of Arts in international studies from The Virginia Military Institute.

Cease Trade Orders or Bankruptcies

No proposed director, officer or promoter of the Resulting Issuer, and no securityholder anticipated to hold a sufficient number of securities of the Resulting Issuer to affect materially the control of the Resulting Issuer, has, within the last ten years prior to date of this Circular, (i) been a director, officer or promoter of any person or company that, while such person was acting in that capacity was the subject of a cease trade or similar order or an order that denied the issuer access to any exemptions under applicable securities law for a period of more than 30 consecutive days, or (ii) became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

Penalties and Sanctions

No proposed director, officer, promoter or shareholder anticipated to hold a sufficient number of securities of the Resulting Issuer to affect materially the control of the Resulting Issuer has been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority or been subject to any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable securityholder making a decision about the Business Combination.

Personal Bankruptcies

In the 10 years prior to the date hereof, none of the proposed directors, officers or promoters of the Resulting Issuer or any securityholder anticipated to hold a sufficient number of securities of the Resulting Issuer to affect materially the control of the Resulting Issuer, or a personal holding company of any such persons, has become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

Committees

Initially, the only committee of the Board of Directors of the Resulting Issuer will be an audit committee (the “**Audit Committee**”).

Upon completion of the Business Combination, the Audit Committee is expected to be comprised of Stephan Theron, Chris Berry and John Vettese. As defined by NI 52-110, each are “independent” within the meaning of NI

52-110. Each Audit Committee member is “financially literate”, within the meaning of NI 52-110 and possesses education or experience that is relevant for the performance of their responsibilities as an Audit Committee member.

The mandate of the Audit Committee will be to ensure the Resulting Issuer effectively maintains the necessary management systems and controls to allow for timely and accurate reporting of financial information to safeguard shareholder value, to meet all relevant regulatory requirements and to provide recommendations to the Board of Directors in the areas of management systems and controls. Initially, the Audit Committee of the Resulting Issuer will be governed by the current charter of the Camex Audit Committee, included as Schedule “Y” to this Circular.

Conflicts Of Interest

Certain directors, officers and promoters of the Resulting Issuer are associated with other reporting issuers or other corporations that may give rise to conflicts of interest. Please see “*Schedule C – Information Concerning the Resulting Issuer – Other Reporting Issuers*” below. In accordance with the OBCA, directors or officers of the Resulting Issuer who have a material interest in a material contract or a proposed material contract with the Resulting Issuer are required, subject to certain exceptions, to disclose that interest and generally abstain from voting on any resolution to approve the contract. In addition, the directors are required to act honestly and in good faith with a view to the best interests of the Resulting Issuer.

Some of the directors and officers of the Resulting Issuer have or will have either other employment or other business or time restrictions placed on them and, accordingly, these directors and officers of the Resulting Issuer will only be able to devote part of their time to the affairs of the Resulting Issuer.

Other Reporting Issuers

The following table sets out information for the proposed directors, officers and promoters of the Resulting Issuer that are, or have been within the five years prior to the date hereof, directors, officers or promoters of other reporting issuers. In the following table, “TSX” means Toronto Stock Exchange and “TSXV” means TSX Venture Exchange.

Name	Name and Jurisdiction of Reporting Issuer	Name of Trading Market	Position	From	To
Peter McCague	Gobal Blockchain Technologies Corp.	TSXV	Director	Sept. 2017	Present
Adonis Pouroulis	Petra Diamonds Limited	LSE	Chairman/Director		Present
	Chariot Oil & Gas Limited	LSE	Director	Nov. 2007	Present
	Rainbow Rare Earths	LSE	Chairman/Director	May 2011	Present

Name	Name and Jurisdiction of Reporting Issuer	Name of Trading Market	Position	From	To
Paul Bozoki	AnalytixInsight Inc.	TSXV	CFO	May 2014	Present
	Black Iron Inc.	TSX	CFO	March 2011	Present
	ML Gold Corp	TSXV	CFO	March 2012	July 2013
	Euro Sun Mining Inc.	TSX	CFO	June 2016	Present
	Magnolia Colombia Ltd.	TSXV	CFO	May 2013	Present
	ARHT Media Inc.	TSXV	CFO	June 2013	Aug 2016
	Blue Sky Energy Inc.	TSXV	CFO	May 2013	Present
	Fura Gems Inc.	TSXV	CFO	Feb. 2013	April 2017
	Apogee Opportunities Inc.	TSXV	CFO	Nov. 2016	Aug 2017
	Trigon Metals Inc.	TSXV	CFO	Nov. 2013	March 2016
	Trigon Metals Inc.	TSXV	CEO, Director	March 2016	July 2016
	Trigon Metals Inc.	TSXV	CFO	July 2016	July 2017
John Vettese	Spectra7 Microsystems Inc.	TSX	Director	Nov. 2014	Present
Stephan Theron	Trigon Metals Inc	TSXV	CEO, Director	Dec. 2016	Present
	Routemaster Capital Inc.	TSXV	Director	Sept. 2016	Present
	African Gold Group, Inc.	TSXV	CEO, Director	April 2017	Present

Resulting Issuer Executive Compensation

For the purposes of this section, the Named Executive Officers are the proposed President and Chief Executive Officer and Chief Financial Officer of the Resulting Issuer and each of the three most highly compensated executive officers who are proposed to serve as executive officers of the Resulting Issuer for the twelve month period following the Business Combination. Based on the above criteria, the Named Executive Officers for the Resulting Issuer will be Tim Johnston (President and Chief Executive Officer), Paul Bozoki (Chief Financial Officer), Stan Bharti (Strategic Consultant) and Peter McCague (Vice President, Corporate and Legal Affairs).

Compensation Discussion and Analysis

When determining compensation policies and individual compensation levels for the Resulting Issuer's executive officers, a variety of factors, will be considered including: the overall financial and operating performance of the Resulting Issuer, each executive officer's individual performance and contribution towards meeting corporate objectives; each executive officer's level of responsibility and length of service; and industry comparables.

The Resulting Issuer's compensation philosophy for its executive officers will follow three underlying principles: to provide compensation packages that encourage and motivate performance; to be competitive with other companies in the industry in which it operates, which are of similar size and scope of operations, so as to attract and retain talented executives; and to align the interests of its executive officers with the long-term interests of the Resulting Issuer and its shareholders through stock related programs.

Compensation for the NEOs of the Resulting Issuer will be determined following closing of the Business Combination and will be in line with similar development-stage companies.

Pension Plan Benefits

The Resulting Issuer does not intend to implement any deferred compensation plan or pension plan that provides for payments or benefits at, following or in connection with retirement.

Management Contracts

Upon completion of the Business Combination, the Resulting Issuer will assume Desert Lion's obligations under the consulting agreements. See "*Schedule B – Information Concerning Desert Lion – Executive Compensation – Management Contracts*" above.

Compensation of Directors

After completion of the Business Combination, it is anticipated that the Resulting Issuer will pay compensation to its directors in the form of annual fees for attending meetings of the Resulting Issuer Board. Directors may receive additional compensation for acting as chairs of committees of the Resulting Issuer Board. Directors will also be entitled to receive stock options in accordance with the terms of the New Option Plan and the TSXV requirements and will be reimbursed for any out-of-pocket travel expenses incurred in order to attend meetings of the Resulting Issuer Board, committees of the Resulting Issuer Board or meetings of the shareholders of the Resulting Issuer. It is also anticipated that the Resulting Issuer will obtain customary insurance for the benefit of its directors and enter into indemnification agreements with its directors pursuant to which the Resulting Issuer will agree to indemnify its directors to the extent permitted by law.

Indebtedness of the Resulting Issuer's Directors and Officers

As of the completion of the Business Combination, no proposed director, executive officer or senior officer of the Resulting Issuer or any associate thereof, will be indebted to the Resulting Issuer or any of its subsidiaries, or has been at any time during the preceding financial year.

No director, executive officer or other senior officer of Camex or Desert Lion or person who acted in such capacity in the last financial year of Camex or Desert Lion or proposed director or officer of the Resulting Issuer, or any Associate of any such director or officer is, or has been, at any time since the beginning of the most recently completed financial year of Camex or Desert Lion, indebted Camex or Desert Lion nor is, or at any time since the incorporation of Camex or Desert Lion has, any indebtedness of any such person been the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by Camex or Desert Lion.

Promoters

No person or company will be acting as a promoter of the Resulting Issuer, or has been a promoter of Camex or Desert Lion within the two years preceding the date of this Circular.

Investor Relations Arrangements

The Resulting Issuer has not entered into any written or oral agreement or understanding with any person to provide any promotional or investor relations services for the Resulting Issuer and no such arrangements are contemplated for the Resulting Issuer.

Options to Purchase Securities

Options to Purchase Camex Shares

In connection with the completion of the Business Combination, the Resulting Issuer intends to adopt the New Option Plan that is in compliance with the TSXV requirements for security-based compensation arrangements. Camex Shareholders will be asked to approve the Stock Option Plan Resolution approving the termination the Camex Option Plan and the approval of the New Option Plan as the stock option plan of Camex at the Camex Meeting.

If approved by the Camex Shareholders, the Camex Replacement Options to be issued upon completion of the Amalgamation will be governed by the New Option Plan, the 1,350,000 Camex Options outstanding (112, 258 Camex Options on a post-Consolidation basis) currently outstanding under the Camex Option Plan will remain outstanding under the New Option Plan, without amendment to their terms, and the Resulting Issuer will be able to issue up to an additional 631,853 stock options (representing approximately 10% of the 19,818,535 Camex Shares issued and outstanding as of the date hereof, less the number of Camex Options previously granted under the Camex Option Plan which are to remain outstanding under the New Option Plan). The Camex Options issuable under the New Option Plan will be adjusted to account for the Consolidation. If the Stock Option Plan Resolution is not approved by the Camex Shareholders at the Camex Meeting, the 1,350,000 Camex Options currently outstanding and the Camex Replacement Options will remain outstanding under the Camex Option Plan.

The following table shows the particulars of Camex Options and Camex Replacement Options (on a post-Consolidation basis) expected to be outstanding upon completion of the Business Combination and assuming completion of the Consolidation.

			Market Value of the Shares Under Option at	
Expiry	Exercise Price	Number Under Option	December 31, 2016	Date of Grant
February 6, 2018	\$2.16	112,258	\$1.80	\$2.16
October 25, 2021	\$0.20	2,000,000	\$1.80	\$0.20
March 31, 2022	\$0.50	325,000	\$1.80	\$0.50
June 20, 2022	\$0.50	888,793	\$1.80	\$0.50

Notes:

(1) Based on the closing price of the Camex Shares on December 31, 2016 of \$1.80.

The following is a description of the expected Camex Options and Camex Replacement Options (on a post-Consolidation basis) outstanding upon completion of the Business Combination and assuming completion of the Consolidation, by category of option holder.

Category of Option Holder	Shares Under Option
All proposed officers of the Resulting Issuer as a group ⁽¹⁾	1,700,000 ⁽⁴⁾
All proposed directors of the Resulting Issuer as a group who are not also officers ⁽²⁾	563,793 ⁽⁵⁾
All officers of subsidiaries of the Resulting Issuer as a group	Nil
All directors of subsidiaries of the Resulting Issuer as a group who are not also officers ⁽³⁾	50,000 ⁽⁶⁾
All other employees of the Resulting Issuer as a group	Nil
All consultants of the Resulting Issuer as a group	650,000 ⁽⁷⁾
Former officers and directors of Camex	112,258 ⁽⁸⁾

Notes:

(1) Three proposed officers in total being, Tim Johnston, Paul Bozoki, and Peter McCague.

(2) Four proposed directors in total being, John Vettese, Stephan Theron, Chris Berry and Adonis Pouroulis.

(3) One director, being Thomas Mushimba, a director of Desert Lion Namibia.

(4) 1,500,000 exercisable at a price of \$0.20 per New Camex Share until October 25, 2021, 125,000 exercisable at a price of \$0.50 per New Camex Share until March 31, 2022, and 325,000 exercisable at a price of \$0.50 per New Camex Share until June 20, 2022.

(5) Exercisable at a price of \$0.50 per New Camex Share until June 20, 2022.

(6) Exercisable at a price of \$0.50 per New Camex Share until March 31, 2022.

(7) 500,000 exercisable at a price of \$0.20 per New Camex Share until October 25, 2021 and 150,000 exercisable at a price of \$0.50 per new Camex Share until March 31, 2022.

(8) Exercisable at a price of \$2.16 per New Camex Share until February 6, 2018.

(9) The Resulting Issuer intends to grant an additional 1,650,000 options to Directors and Officers in connection with the Business Combination, each with an exercise price of \$1.82.

Following completion of the Business Combination, the Resulting Issuer intends to issue options to new directors and officers in such amounts as may be determined by the Resulting Issuer Board. Such options will be issued at the market price pursuant to the New Option Plan.

The New Option Plan will, subject to Camex Shareholder approval at the Camex Meeting and all requisite regulatory approvals, come into effect only upon completion of the Business Combination.

See “*Particulars of Matters to be Acted Upon at the Camex Meeting – Summary of New Option Plan*”.

Warrants to Acquire New Camex Shares

The following table shows the particulars of the Desert Lion Unit Warrants, Desert Lion SR Warrants, Desert Lion Broker Warrants, Unit Compensation Options and SR Compensation Options expected to be outstanding to acquire New Camex Shares upon completion of the Business Combination.

Class of Securities	Expiry	Exercise Price	Outstanding Following Completion of the Business Combination
Desert Lion Unit Warrants ⁽²⁾	September 22, 2019	\$2.28	2,534,390
	October 10, 2019	\$2.28	723,441
	November 29, 2019	\$2.28	508,188
	December 9, 2019	\$2.28	206,043
	December 29, 2019	\$2.28	507,814
Desert Lion SR Warrants ⁽³⁾	December 13, 2019	\$2.28	1,350,294
Units Compensation Options ⁽⁴⁾	September 22, 2019	\$1.82	169,158
	November 29, 2019	\$1.82	33,549
	December 9, 2019	\$1.82	16,483
	December 29, 2019	\$1.82	22,419
SR Compensation Options ⁽⁵⁾	December 13, 2019	\$1.82	307,294
Desert Lion Broker Warrants ⁽¹⁾	September 22, 2018	\$0.05	500,000
	October 6, 2018	\$0.20	928,000 ⁽¹⁾
	October 21, 2018	\$0.20	112,000 ⁽¹⁾
	March 20, 2019	\$0.50	272,976 ⁽¹⁾
	March 28, 2019	\$0.50	230,878 ⁽¹⁾

Notes:

- (1) Each exercisable to acquire one New Camex Share.
- (2) Each exercisable to acquire one New Camex Share and three-quarters of one Desert Lion Warrant, with each such warrant exercisable to acquire to New Camex Share at a price of \$2.28.
- (3) Each exercisable to acquire one New Camex Share and one-quarter of one Desert Lion Warrant, with each such warrant exercisable to acquire to New Camex Share at a price of \$2.28.
- (4) Each exercisable to acquire one New Camex Share and three-quarters of one Desert Lion Warrant, with each such warrant exercisable to acquire to New Camex Share at a price of \$2.28.
- (5) Each exercisable to acquire one New Camex Share and one-quarter of one Desert Lion Warrant, with each such warrant exercisable to acquire to New Camex Share at a price of \$2.28.

Escrowed Securities

Upon completion of the Business Combination, 15,629,674 New Camex Shares will be subject to escrow or seed share resale rules pursuant to the policies of the TSXV.

Escrow Shares of the Resulting Issuer – Principals’ Securities

Upon completion of the Business Combination, to the knowledge of Camex and Desert Lion, as of the date of this Circular, 8,958,075 New Camex Shares, 2,313,793 Camex Replacement Options, 408,790 Desert Lion Unit Warrants and 22,419 Unit Compensation Options (the “**Resulting Issuer Escrowed Principals Securities**”) held by the Principals of the Resulting Issuer will be subject to value security escrow for Tier 2 issuers. Resulting Issuer Escrowed Principals Securities held by the Principals of the Resulting Issuer will be subject to the applicable escrow under an escrow agreement (the “**Resulting Issuer Principals Escrow Agreement**”) among the Resulting Issuer, Computershare Trust Company of Canada (the escrow agent) and the escrowed parties. The following table lists the names of the owners of the securities that are or will be subject to escrow under the Resulting Issuer Principals Escrow Agreement and the number of securities held after giving effect to the Business Combination:

		Prior to giving effect to the Business Combination		After giving effect to the Business Combination	
Name and municipality of residence of shareholder	Designation of Class	Number held in escrow	Percentage of class ⁽⁵⁾	Number held in escrow	Percentage of class ⁽⁶⁾
Adonis Pouroulis London, United Kingdom	Common shares	86,207	0.22%	86,207	0.19%
	Options	76,293	2.37%	76,293	1.67%
	Warrants	Nil	-	Nil	-
Pella Ventures Limited ⁽¹⁾ London, United Kingdom	Common shares	4,555,987	11.61%	4,555,987	9.84%
	Options	Nil	-	Nil	-
	Warrants	229,490	5.12%	229,490	5.12%
Artemis Holdings Inc. London, United Kingdom	Common shares	2,000,000	5.01%	2,000,000	4.32%
	Options	Nil	-	Nil	-
	Warrants	Nil	-	Nil	-
Tim Johnson Toronto, Ontario	Common shares	168,515	0.43%	203,855	0.44%
	Options	1,162,500	36.17%	1,162,500	25.47%
	Warrants	65,934	1.47%	65,934	1.47%
Peter McCague Toronto, Ontario	Common shares	Nil	-	Nil	-
	Options	412,500	12.84%	412,500	9.04%
	Warrants	Nil	-	Nil	-
PJM Consulting Professional Corporation ⁽²⁾ Toronto, Ontario	Common shares	596,154	1.52%	596,154	1.29%
	Options	Nil	-	Nil	-
	Warrants	72,116	1.61%	72,116	1.61%
	Compensation Options	22,419	9.28%	22,419	9.28%
John Vettese Toronto, Ontario	Common shares	Nil	-	Nil	-
	Options	162,500	5.06%	162,500	3.56%
	Warrants	Nil	-	Nil	-
John Vettese Professional Corporation ⁽³⁾ Toronto, Ontario	Common shares	1,155,000	2.94%	1,289,556	2.78%
	Options	Nil	-	Nil	-
	Warrants	41,250	0.92%	41,250	0.92%
Stephan Theron Toronto, Ontario	Common shares	Nil	-	Nil	-
	Options	162,500	5.06%	162,500	3.56%
	Warrants	Nil	-	Nil	-

		Prior to giving effect to the Business Combination		After giving effect to the Business Combination	
Name and municipality of residence of shareholder	Designation of Class	Number held in escrow	Percentage of class ⁽⁵⁾	Number held in escrow	Percentage of class ⁽⁶⁾
Chris Berry New York, New York	Common shares	Nil	-	Nil	-
	Options	162,500	5.06%	162,500	3.56%
	Warrants	Nil	-	Nil	-
Paul Bozoki Toronto, Ontario	Common shares	Nil	-	Nil	-
	Options	125,000	3.89%	125,000	2.74%
	Warrants	Nil	-	Nil	-
Thomas Mushimba Windhoek, Namibia	Common shares	Nil	-	Nil	-
	Options	50,000	1.56%	50,000	1.10%
	Warrants	Nil	-	Nil	-
Woodgrain Namibia Close Corporation ⁽⁴⁾ Windhoek, Namibia	Common shares	226,316	0.58%	226,316	0.49%
	Options	Nil	-	Nil	-
	Warrants	Nil	-	Nil	-
Total	Common shares	8,933,782	22.76%	8,958,075	19.35%
	Options	2,313,793	72.00%	2,313,793	50.70%
	Warrants	408,790	9.13%	408,790	9.13%
	Compensation Options	22,419	9.28%	22,419	9.28%

Notes:

- (1) Controlled by Adonis Pouroulis.
- (2) Controlled by Peter McCague.
- (3) Controlled by John Vettese.
- (4) Controlled by Thomas Mushimba.
- (5) Percentage of outstanding Desert Lion securities.
- (6) Percentage of outstanding Camex securities, after giving effect to the Consolidation and the conversion of the Subscription Receipts.

Resulting Issuer Escrowed Principals Securities will be released as follows:

Value Escrow Securities Release Schedule Assuming Listing on the TSXV as a Tier 2 Issuer	
Release Dates	Percentage of Total Escrowed Securities to be Released
Date of Final Exchange Bulletin approving the Business Combination	10%
6 months following Final Approval	15%
12 months following Final Approval	15%
18 months following Final Approval	15%
24 months following Final Approval	15%
30 months following Final Approval	15%
36 months following Final Approval	15%
TOTAL	<u>100%</u>

Resulting Issuer Escrowed Principals Securities may not be sold, assigned, transferred, redeemed, surrendered or otherwise dealt with in any manner except as provided for by the Resulting Issuer Principals Escrow Agreement, subject to receiving TSXV approval. Securities may be transferred within escrow to an individual who is a director or senior officer of the Resulting Issuer or a material operating subsidiary of the Resulting Issuer, provided

that the approval of the TSXV is obtained and certain requirements of the TSXV are met, including that the transferee agrees to be bound by the terms of the agreement. Escrowed shares may be transferred within escrow to a registered retirement savings plan (“**RRSP**”) or a registered retirement income fund (“**RRIF**”) provided that the TSXV receives proper notice of the same, the beneficiaries of the RRSP or RRIF are limited to the security holder and the spouse, children and parents of such holder, and the trustee of the RRSP or RRIF agrees to be bound by the terms of the Resulting Issuer Principals Escrow Agreement. In the event of the death of a security holder, the shares held in escrow shall be released to the legal representatives of the deceased security holder subject to compliance with the procedural requirements in the Resulting Issuer Principals Escrow Agreement.

Escrowed shareholders who are not individuals will provide undertakings to the TSXV that they will not issue securities of their own issue or effect or permit a transfer of ownership of securities of their own issue that would have the effect of changing the beneficial ownership of, or control or direction over, the escrowed shares.

Seed Shares Subject to Resale Restrictions

Upon completion of the Business Combination, to the knowledge of Camex and Desert Lion, as of the date of this Circular, 6,671,599 New Camex Shares (the “**Resulting Issuer Pooled Shares**”) held by shareholders of the Resulting Issuer will be subject to a seed share resale restrictions of four months (the “**Seed Share Resale Restrictions**”) pursuant to the policies of the TSXV. The following table lists the names of the owners of the securities that are or will be subject to Seed Share Resale Restrictions and the number of securities held after giving effect to the Business Combination:

		Prior to giving effect to the Business Combination		Prior to giving effect to the Business Combination	
Name and municipality of residence of shareholder	Designation of Class	Number held in escrow	Percentage of class ⁽¹⁾	Number subject to restriction ⁽¹⁾	Percentage of class ⁽²⁾
Stroble Investments Ltd. (Kurt Stroebele)	Common shares	800,000	2.04%	800,000	1.73%
TJM Holdings Inc.	Common shares	657,894	1.68%	657,894	1.42%
Terra Capital Natural Resources Fund	Common shares	400,000	1.02%	400,000	0.86%
Samuel William Pigott	Common shares	20,000	0.05%	20,000	0.04%
BH Capital Investments, LP	Common shares	263,157	0.67%	263,157	0.57%
Ashok Kumar Kochar	Common shares	100,000	0.25%	100,000	0.22%
James Fox	Common shares	131,578	0.34%	131,578	0.28%
Peter D. Friend	Common shares	78,947	0.20%	78,947	0.17%
Andrew Henry Clover	Common shares	78,947	0.20%	78,947	0.17%
Erick Matthiesen	Common shares	79,000	0.20	79,000	0.17%
Gregory Robert Rieveley	Common shares	52,632	0.13%	52,632	0.11%
John Shepherd	Common shares	250,000	0.64%	250,000	0.54%
Arrow Global Growth Fund	Common shares	100,000	0.25%	100,000	0.22%
Haywood Securities Inc.	Common shares	487,500	1.24%	487,500	1.05%
K2 Principal Fund L.P	Common shares	400,000	1.02%	400,000	0.86%
Gert Nell	Common shares	486,842	1.24%	486,842	1.05%
Justus Parmar	Common shares	200,000	0.51%	200,000	0.43%
Lloyd Peter Johnston	Common shares	19,313	0.05%	19,313	0.04%
Mark Erwin Welthagen	Common shares	450,000	1.15%	450,000	0.97%

		Prior to giving effect to the Business Combination		Prior to giving effect to the Business Combination	
Name and municipality of residence of shareholder	Designation of Class	Number held in escrow	Percentage of class ⁽¹⁾	Number subject to restriction ⁽¹⁾	Percentage of class ⁽²⁾
Pala Investments Limited	Common shares	1,315,789	3.35%	1,315,789	2.84%
CM-Equity AG	Common shares	100,000	0.25%	100,000	0.22%
SC Strategy Consult AG	Common shares	200,000	0.51%	200,000	0.43%
Total:	Common shares	6,671,599	16.99%	6,671,599	14.41 %

Notes:

(1) Percentage of outstanding Desert Lion securities.

(2) Percentage of outstanding Camex securities, after giving effect to the Consolidation and the conversion of the Subscription Receipts.

Resulting Issuer Pooled Shares will be released as follows:

Release Schedule Assuming Listing on the Exchange as a Tier 2 Issuer	
Release Dates	Percentage of Total Resulting Issuer Pooled Shares to be Released
Date of Final Exchange Bulletin approving the Business Combination	20%
1 month following Final Approval	20%
2 months following Final Approval	20%
3 months following Final Approval	20%
3 months following Final Approval	20%

Resulting Issuer Pooled Shares may not be sold, assigned, transferred, redeemed, surrendered or otherwise dealt with in any manner except as provided for by the the Seed Share Resale Restrictions or in a pooling agreement, if any, subject to receiving TSXV approval. Securities may be transferred within escrow to a RRSP or a RRIF provided that the TSXV receives proper notice of the same, the beneficiaries of the RRSP or RRIF are limited to the security holder and the spouse, children and parents of such holder, and the trustee of the RRSP or RRIF agrees to be bound by the Seed Share Resale Restrictions or in a pooling agreement, if any. In the event of the death of a security holder, the shares held in escrow shall be released to the legal representatives of the deceased security holder subject to compliance with certain procedural requirements.

Escrowed shareholders who are not individuals will provide undertakings to the TSXV that they will not issue securities of their own issue or effect or permit a transfer of ownership of securities of their own issue that would have the effect of changing the beneficial ownership of, or control or direction over, the escrowed shares.

Auditors, Transfer Agent and Registrar

Upon completion of the Business Combination, the transfer agent and registrar for the New Camex Shares will be Computershare Investor Services Inc., Suite 400, 200 University Avenue, Toronto, Ontario M5H 4H1 and the auditors will be UHY McGovern Hurley LLP, Chartered Professional Accountants.

Schedule “D”
REVERSE TAKE-OVER RESOLUTION

“BE IT RESOLVED THAT:

1. Camex Energy Corp. (“**Camex**”) is hereby authorized to complete the acquisition of Desert Lion Energy Corp. (“**Desert Lion**”) (the “**Business Combination**”) on the terms set out in the amalgamation agreement dated October 12, 2017, as amended from time to time, (the “**Amalgamation Agreement**”) among Camex, 2590945 Ontario Inc., a wholly-owned subsidiary of Camex, and Desert Lion, all as more particularly described in the joint management information circular of Camex and Desert Lion dated December 20, 2017 accompanying the Camex notice of meeting, with such amendments or variations thereto as may be made in accordance with the terms of the Amalgamation Agreement;
2. notwithstanding that this resolution has been passed (and the Business Combination approved) by the shareholders of Camex, the directors of Camex are hereby authorized and empowered, without further notice to, or approval of, any shareholders of Camex:
 - (a) to amend the Amalgamation Agreement to the extent permitted by the Amalgamation Agreement; or
 - (b) subject to the terms of the Amalgamation Agreement, not to proceed with the Business Combination; and
3. any one or more directors or officers of Camex is hereby authorized, for and on behalf and in the name of Camex, to execute and deliver, whether under corporate seal of Camex or otherwise, all such agreements, forms, waivers, notices, certificates, confirmations and other documents and instruments, and to do or cause to be done all such other acts and things, as in the opinion of such director or officer may be necessary, desirable or useful for the purpose of giving effect to these resolutions, the Amalgamation Agreement and the completion of the Business Combination in accordance with the terms of the Amalgamation Agreement, including:
 - (a) all actions required to be taken by or on behalf of Camex, and all necessary filings and obtaining the necessary approvals, consents and acceptances of appropriate regulatory authorities; and
 - (b) the signing of the certificates, consents and other documents or declarations required under the Amalgamation Agreement or otherwise to be entered into by Camex;

such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing.”

Schedule “E”
CONSOLIDATION RESOLUTION

“BE IT RESOLVED THAT, conditional on the closing of the Business Combination:

1. the authorized share capital of Camex Energy Corp. (“**Camex**”) be altered by consolidating all of the issued and outstanding common shares of Camex on the basis of one post-consolidation common share for every 12.0258 pre-consolidation common shares;
2. any fractional common share arising from the consolidation of the common shares of Camex will be deemed to have been tendered by its registered owner to Camex for cancellation for no consideration;
3. notwithstanding that this resolution has been duly passed by the holders of common shares of Camex, the directors of Camex are hereby authorized and empowered, if they decide not to proceed with the aforementioned resolution, to revoke this resolution at any time without further notice to or approval of the
4. any one or more director or officer of Camex is hereby authorized, for and on behalf and in the name of Camex, to execute and deliver, whether under corporate seal of Camex or otherwise, all such agreements, forms, waivers, notices, certificates, confirmations and other documents and instruments and to do or cause to be done all such other acts and things, as in the opinion of such director or officer may be necessary, desirable or useful for the purpose of giving effect to the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing.”

Schedule “F”
CAMEX BOARD RESOLUTION

“BE IT RESOLVED THAT:

1. the board of directors of Camex Energy Corp. (“**Camex**”), within the minimum and maximum number of directors provided for in the articles of Camex, shall be set at six directors; and
2. any one or more director or officer of Camex is hereby authorized, for and on behalf and in the name of Camex, to execute and deliver, whether under corporate seal of Camex or otherwise, all such agreements, forms, waivers, notices, certificates, confirmations and other documents and instruments and to do or cause to be done all such other acts and things, as in the opinion of such director or officer may be necessary, desirable or useful for the purpose of giving effect to the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing.”

Schedule “G”
CONTINUANCE RESOLUTION

“BE IT RESOLVED THAT:

1. the continuance (the “**Continuance**”) of Camex Energy Corp. (“**Camex**”) out of British Columbia and into Ontario under the *Business Corporations Act* (Ontario) (the “**OBCA**”) be and the same is hereby authorized and approved;
2. the directors of Camex be and are hereby authorized, directed and empowered to make application to the Registrar of Companies (British Columbia) for authorization to permit the Continuance in accordance with section 308 of the Business Corporations Act (British Columbia) (the “**BCBCA**”);
3. pursuant to section 308 of the BCBCA, the directors of Camex be and are hereby authorized, directed and empowered to make application pursuant to section 180 of the OBCA to the Director under the OBCA for a certificate of continuance continuing Camex as if it had been incorporated thereunder;
4. notwithstanding the passage of this resolution by the Camex Shareholders, the Board of Directors of Camex may, without any further notice or approval of the Camex Shareholders, decide not to proceed with the Continuance or to otherwise give effect to this resolution at any time prior to the sale becoming effective and may revoke this resolution without further approval of the shareholders at any time prior to the completion of the transactions authorized by this resolution; and
5. any one or more of the directors or officers of Camex is hereby authorized and directed, acting for, in the name of and on behalf of Camex, to execute or cause to be executed, under the seal of Camex or otherwise, and to deliver or cause to be delivered, such other documents and instruments, and to do or cause to be done all such other acts and things, as may in the opinion of such director or officer of Camex be necessary or desirable to carry out the intent of the foregoing resolution (including, without limitation, the execution and filing of such articles of continuance and of certificates or other assurances that the Continuance will not adversely affect creditors or shareholders of Camex), the execution of any such document or the doing of any such other act or thing by any director or officer of Camex being conclusive evidence of such determination.”

**Schedule “H”
BY-LAW RESOLUTION**

“BE IT RESOLVED THAT:

1. By-Law No. 1 be and the same is hereby approved and confirmed as the new general by-law for Camex Energy Corp. (“**Camex**”), to be effective, in accordance with the laws of the Province of Ontario, upon the continuance of Camex from the Province of British Columbia to the Province of Ontario;
2. notwithstanding the passage of this resolution by the shareholders of Camex, the Board of Directors of Camex may, without any further notice or approval of the shareholders of Camex, decide not to proceed with By-Law No. 1 or to otherwise give effect to this resolution at any time prior to the Continuance becoming effective and may revoke this resolution without further approval of the shareholders at any time prior to the completion of the transactions authorized by this resolution; and
3. any one or more of the directors or officers of Camex is hereby authorized and directed, acting for, in the name of and on behalf of Camex, to execute or cause to be executed, under the seal of Camex or otherwise, and to deliver or cause to be delivered, such other documents and instruments, and to do or cause to be done all such other acts and things, as may in the opinion of such director or officer of Camex be necessary or desirable to carry out the intent of the foregoing resolution, the execution of any such document or the doing of any such other act or thing by any director or officer of Camex being conclusive evidence of such determination.”

**Schedule “I”
BY-LAW NO. 1**

BY-LAW NO. 1

A by-law relating generally to
the conduct of the affairs of

DESERT LION ENERGY INC.

CONTENTS

1. Interpretation
2. Business of the Corporation
3. Directors
4. Committees
5. Officers
6. Protection of Directors, Officers and Others
7. Shares
8. Dividends and Rights
9. Meetings of Shareholders
10. Notices
11. Electronic Documents
12. Effective Date

BE IT ENACTED AND IT IS HEREBY ENACTED as a by-law of Desert Lion Energy Inc. (the “Corporation”) as follows:

SECTION ONE

INTERPRETATION

1.01 Definitions

In the by-laws of the Corporation, unless the context otherwise requires:

- (1) “Act” means the Business Corporations Act, R.S.O. 1990 c. B.16 and the regulations under the Act, as from time to time amended, and every statute that may be substituted therefor and, in the case of such substitution, any reference in the by-laws of the Corporation to provisions of the Act shall be read as references to the substituted provisions therefor in the new statute or statutes;
- (2) “appoint” includes “elect” and vice versa;
- (3) “articles” means the articles of the Corporation as from time to time amended or restated;
- (4) “board” means the board of directors of the Corporation;
- (5) “by-laws” means this by-law and all other by-laws of the Corporation from time to time in force and effect;
- (6) “meeting of shareholders” includes an annual meeting of shareholders and a special meeting of shareholders; “special meeting of shareholders” includes a meeting of any class or classes of shareholders and a special meeting of all shareholders entitled to vote at an annual meeting of shareholders;
- (7) “non-business day” means Saturday, Sunday and any other day that is a holiday as defined in the Interpretation Act (Ontario);

- (8) “recorded address” means in the case of a shareholder his address as recorded in the securities register; and in the case of joint shareholders the address appearing in the securities register in respect of such joint holding or the first address so appearing if there is more than one; and in the case of a director, officer, auditor or member of a committee of the board his latest address as recorded in the records of the Corporation;
- (9) “Securities Transfer Act” means the Securities Transfer Act (Ontario) 2006, c.8. as amended from time to time;
- (10) “signing officer” means, in relation to any instrument, any person authorized to sign the same on behalf of the Corporation by paragraph 2.03 or by a resolution passed pursuant thereto;
- (11) all terms contained in the by-laws that are not otherwise defined in the by-laws and which are defined in the Act, such as “resident Canadian”, shall have the meanings given to such terms in the Act; and
- (12) the singular shall include the plural and the plural shall include the singular; the masculine shall include the feminine and neuter genders; and the word “person” shall include individuals, bodies corporate, corporations, companies, partnerships, syndicates, trusts, unincorporated organizations and any number or aggregate of persons.

1.02 Conflict with Laws

In the event of any inconsistency between the by-laws and mandatory provisions of the Act or the *Securities Transfer Act*, the provisions of the Act or the *Securities Transfer Act*, as applicable, shall prevail.

SECTION TWO

BUSINESS OF THE CORPORATION

2.01 Corporate Seal

The Corporation may, but need not adopt a corporate seal and if one is adopted it shall be in such form as the directors may by resolution adopt from time to time.

2.02 Financial Year

The financial year of the Corporation shall be as determined by the board from time to time.

2.03 Execution of Instruments

Contracts, documents or instruments in writing requiring the signature of the Corporation may be signed on behalf of the Corporation by any two of the President, Vice-President, Secretary or Treasurer and instruments in writing so signed shall be binding upon the Corporation without any further authorization or formality. The board shall have power from time to time by resolution to appoint any officer or officers or any person or persons or any legal entity on behalf of the Corporation either to sign contracts, documents and instruments in writing generally or to sign specific contracts, documents or instruments in writing.

The seal of the Corporation, if any, may when required be affixed to contracts, documents and instruments in writing signed as set out above or by any officer or officers, person or persons, appointed as set out above by resolution of the board.

The term “contracts, documents or instruments in writing” as used in this by-law shall include deeds, mortgages, hypothecs, charges, conveyances, transfers and assignments of property, real or personal, movable or immovable, agreements, releases, receipts and discharges for the payment of money or other obligations, conveyances, transfers and assignments of shares, share warrants, stocks, bonds, debentures, notes or other securities and all paper writings.

The signature or signatures of the Chairman of the Board (if any), the Vice-Chairman of the Board, the President, any Executive Vice-President, or any Vice-President together with any one of the Secretary, the Treasurer, an Assistant Secretary, an Assistant Treasurer or any one of the foregoing officers together with any one director of the Corporation and/or any other officer or officers, person or persons, appointed as aforesaid by resolution of the board may, if specifically authorized by resolution of the directors, be printed, engraved, lithographed or

otherwise mechanically or electronically reproduced upon any contracts, documents or instruments in writing or bonds, debentures, notes or other securities of the Corporation executed or issued by or on behalf of the Corporation and all contracts, documents or instruments in writing or bonds, debentures, notes or other securities of the Corporation on which the signature or signatures of any of the foregoing officers or directors or persons authorized as aforesaid shall be so reproduced pursuant to special authorization by resolution of the board, shall be deemed to have been manually signed by such officers or directors or persons whose signature or signatures is or are so reproduced and shall be as valid to all intents and purposes as if they had been signed manually and notwithstanding that the officers or directors or persons whose signature or signatures is or are so reproduced may have ceased to hold office at the date of the delivery or issue of such contracts, documents or instruments in writing or bonds, debentures, notes or other securities of the Corporation.

2.04 Banking Arrangements

The banking business of the Corporation, or any part thereof, including, without limitation, the borrowing of money and the giving of security therefor, shall be transacted with such banks, trust companies or other bodies corporate or organizations as may from time to time be designated by or under the authority of the board. Such banking business or any part thereof shall be transacted under such agreements, instructions and delegations of powers as the board may from time to time by resolution prescribe or authorize.

2.05 Custody of Securities

All shares and securities owned by the Corporation shall be lodged (in the name of the Corporation) with a chartered bank or a trust company or in a safety deposit box or, if so authorized by resolution of the board, with such other depositaries or in such other manner as may be determined from time to time by resolution of the board.

All share certificates, bonds, debentures, notes or other obligations or securities belonging to the Corporation may be issued or held in the name of a nominee or nominees of the Corporation (and if issued or held in the names of more than one nominee shall be held in the names of the nominees jointly with the right of survivorship) and shall be endorsed in blank with endorsement guaranteed in order to enable transfer to be completed and registration to be effected.

2.06 Voting Shares and Securities in other Companies

All of the shares or other securities carrying voting rights of any other body corporate held from time to time by the Corporation may be voted at any and all meetings of shareholders, bondholders, debenture holders or holders of other securities (as the case may be) of such other body corporate and in such manner and by such person or persons as the board shall from time to time by resolution determine. The proper signing officers of the Corporation may also from time to time execute and deliver for and on behalf of the Corporation proxies and/or arrange for the issuance of voting certificates and/or other evidence of the right to vote in such names as they may determine without the necessity of a resolution or other action by the board.

SECTION THREE

DIRECTORS

3.01 Number of Directors and Quorum

The number of directors of the Corporation shall be the number of directors as specified in the articles or, where a minimum and maximum number of directors is provided for in the articles, the number of directors of the Corporation shall be the number of directors determined from time to time by special resolution or, if a special resolution empowers the directors to determine the number, the number of directors determined by resolution of the board. Subject to the Act, the quorum for the transaction of business at any meeting of the board shall be a majority of the number of directors then in office and or such greater number of directors as the board may from time to time by resolution determine.

3.02 Qualification

No person shall be qualified for election as a director if disqualified in accordance with the Act (which would currently include: a person who is less than 18 years of age; a person who has been found under the *Substitute Decisions Act*, 1992 or under the *Mental Health Act* to be incapable of managing property or who has been found to be incapable by a court in Canada or elsewhere; a person who is not an individual; or a person who has the status of a bankrupt). A director need not be a shareholder. The board shall be comprised of the number of Canadian

residents as may be prescribed from time to time by the Act (which is currently a minimum of 25%). If the Corporation is or becomes an offering corporation within the meaning of the Act, at least one-third of the directors of the Corporation shall not be officers or employees of the Corporation or any of its affiliates.

3.03 Election and Term

The election of directors shall take place at the first meeting of shareholders and at each succeeding annual meeting of shareholders and all the directors then in office shall retire but, if qualified, shall be eligible for re-election. The number of directors to be elected at any such meeting shall be the number of directors as specified in the articles or, if a minimum and maximum number of directors is provided for in the articles, the number of directors determined by special resolution or, if the special resolution empowers the directors to determine the number, the number of directors determined by resolution of the board. The voting on the election shall be by show of hands unless a ballot is demanded by any shareholder. If an election of directors is not held at the proper time, the incumbent directors shall continue in office until their successors are elected.

3.04 Nomination of Directors

Subject only to the Act and the articles of the Corporation, only persons who are nominated in accordance with the following procedures shall be eligible for election as directors of the Corporation. Nominations of persons for election to the board may be made at any annual meeting of shareholders, or at any special meeting of shareholders if one of the purposes for which the special meeting was called was the election of directors, (a) by or at the direction of the board or an authorized officer of the Corporation, including pursuant to a notice of meeting, (b) by or at the direction or request of one or more shareholders pursuant to a proposal made in accordance with the provisions of the Act or a requisition of the shareholders made in accordance with the provisions of the Act or (c) by any person (a “**Nominating Shareholder**”) (i) who, at the close of business on the date of the giving of the notice provided for below in this Section 3.04 and on the record date for notice of such meeting, is entered in the securities register as a holder of one or more shares carrying the right to vote at such meeting or who beneficially owns shares that are entitled to be voted at such meeting and (ii) who complies with the notice procedures set forth below in this Section 3.04A:

- (a) In addition to any other applicable requirements, for a nomination to be made by a Nominating Shareholder, the Nominating Shareholder must have given timely notice thereof in proper written form to the secretary of the Corporation at the principal executive offices of the Corporation in accordance with this Section 3.04.
- (b) To be timely, a Nominating Shareholder’s notice to the secretary of the Corporation must be made (a) in the case of an annual meeting of shareholders, not less than 30 days prior to the date of the annual meeting of shareholders; provided, however, that in the event that the annual meeting of shareholders is called for a date that is less than 50 days after the date (the “**Notice Date**”) on which the first public announcement of the date of the annual meeting was made, notice by the Nominating Shareholder may be made not later than the close of business on the 10th day following the Notice Date; and (b) in the case of a special meeting (which is not also an annual meeting) of shareholders called for the purpose of electing directors (whether or not called for other purposes), not later than the close of business on the 15th day following the day on which the first public announcement of the date of the special meeting of shareholders was made.
- (c) To be in proper written form, a Nominating Shareholder’s notice to the secretary of the Corporation must set forth (a) as to each person whom the Nominating Shareholder proposes to nominate for election as a director (i) the name, age, business address and residence address of the person, (ii) the principal occupation or employment of the person, (iii) the class or series and number of shares in the capital of the Corporation which are controlled or which are owned beneficially or of record by the person as of the record date for the meeting of shareholders (if such date shall then have been made publicly available and shall have occurred) and as of the date of such notice, and (iv) any other information relating to the person that would be required to be disclosed in a dissident’s proxy circular in connection with solicitations of proxies for election of directors pursuant to the Act and Applicable Securities Laws (as defined below); and (b) as to the Nominating Shareholder giving the notice, any proxy, contract, arrangement, understanding or relationship pursuant to which such Nominating Shareholder has a right to vote any shares of the Corporation and any other information relating to such Nominating Shareholder that would be required to be made in a dissident’s proxy

circular in connection with solicitations of proxies for election of directors pursuant to the Act and Applicable Securities Laws (as defined below). The Corporation may require any proposed nominee to furnish such other information, including a written consent to act, as may reasonably be required by the Corporation to determine the eligibility of such proposed nominee to serve as an independent director of the Corporation or that could be material to a reasonable shareholder's understanding of the independence, or lack thereof, of such proposed nominee.

- (d) No person shall be eligible for election as a director of the Corporation unless nominated in accordance with the provisions of this Section 3.04; provided, however, that nothing in this Section 3.04 shall be deemed to preclude discussion by a shareholder (as distinct from nominating directors) at a meeting of shareholders of any matter in respect of which it would have been entitled to submit a proposal pursuant to the provisions of the Act. The chairperson of the meeting shall have the power and duty to determine whether a nomination was made in accordance with the procedures set forth in the foregoing provisions and, if any proposed nomination is not in compliance with such foregoing provisions, to declare that such defective nomination shall be disregarded.
- (e) For purposes of this Section 3.04, (i) "public announcement" shall mean disclosure in a press release reported by a national news service in Canada, or in a document publicly filed by the Corporation under its profile on the System of Electronic Document Analysis and Retrieval at www.sedar.com; and (ii) "Applicable Securities Laws" means the applicable Securities Act of each relevant province and territory of Canada, as amended from time to time, the rules, regulations and forms made or promulgated under any such statute and the published national instruments, multilateral instruments, policies, bulletins and notices of the securities commission and similar regulatory authority of each province and territory of Canada.
- (f) Notwithstanding any other provision of the by-laws of the Corporation, notice given to the secretary of the Corporation pursuant to this Section 3.04 may only be given by personal delivery, facsimile transmission or by email (at such email address as stipulated from time to time by the secretary of the Corporation for purposes of this notice), and shall be deemed to have been given and made only at the time it is served by personal delivery, email (at the address as aforesaid) or sent by facsimile transmission (provided that receipt of confirmation of such transmission has been received) to the secretary at the address of the principal executive offices of the Corporation; provided that if such delivery or electronic communication is made on a day which is not a business day or later than 5:00 p.m. (Toronto time) on a day which is a business day, then such delivery or electronic communication shall be deemed to have been made on the subsequent day that is a business day.
- (g) Notwithstanding the foregoing, the board may, in its sole discretion, waive any requirement in this Section 3.04.

3.05 Removal of Directors

Subject to the provisions of the Act, the shareholders may by ordinary resolution passed at a meeting specially called for such purpose remove any director from office and the vacancy created by such removal may be filled at the same meeting failing which it may be filled by a quorum of the directors.

3.06 Vacation of Office

A director ceases to hold office when he dies or, subject to the Act, resigns; he is removed from office by the shareholders in accordance with the Act; he becomes of unsound mind and is so found by a court in Canada or elsewhere or if he acquires the status of a bankrupt.

3.07 Vacancies

Subject to the Act, a quorum of the board may fill a vacancy in the board, except a vacancy resulting from an increase in the number or maximum number of directors or from a failure of the shareholders to elect the number of directors required to be elected at any meeting of shareholders. In the absence of a quorum of the board, or if the vacancy has arisen from a failure of the shareholders to elect the number of directors required to be elected at any meeting of shareholders, the directors then in office shall forthwith call a special meeting of shareholders to fill the vacancy. If the directors then in office fail to call such meeting or if there are no directors then in office, any shareholder may call the meeting.

3.08 Action by the Board

The board shall manage or supervise the management of the business and affairs of the Corporation. Subject to paragraph 3.09, the powers of the board may be exercised at a meeting at which a quorum is present or by resolution in writing signed by all the directors entitled to vote on that resolution at a meeting of the board. Where there is a vacancy in the board, the remaining directors may exercise all the powers of the board so long as a quorum of the board remains in office.

3.09 Electronic Participation

Subject to the Act, if all of the directors consent, a director may participate in a meeting of the board or a committee of the board by means of such telephonic, electronic or other communications facilities as permit all persons participating in the meeting to communicate adequately with each other, and a director participating in a meeting by such means shall be deemed to be present at that meeting. A consent is effective whether given before or after the meeting and may be given with respect to all meetings of the board and committees of the board.

3.10 Place of Meetings

Meetings of the board may be held at any place within or outside Ontario. In any financial year of the Corporation a majority of the meetings of the board need not be held within Canada.

3.11 Calling of Meetings

Subject to the Act, meetings of the board shall be held from time to time on such day and at such time and at such place as the board, the Chairman of the Board (if any), the President, an Executive Vice-President or a Vice-President who is a director or any one director may determine and the Secretary or Assistant Secretary, when directed by the board, the Chairman of the Board (if any), the President, an Executive Vice-President or a Vice-President who is a director or any one director shall convene a meeting of the board.

3.12 Notice of Meeting

Notice of the date, time and place of each meeting of the board shall be given in the manner provided in paragraph 10.01 to each director not less than 48 hours (exclusive of any part of a non-business day) before the time when the meeting is to be held. A notice of a meeting of directors need not specify the purpose of or the business to be transacted at the meeting except where the Act requires such purpose or business to be specified.

A director may in any manner waive notice of or otherwise consent to a meeting of the board.

3.13 First Meeting of New Board

Provided a quorum of directors is present, each newly elected board may without notice hold its first meeting immediately following the meeting of shareholders at which such board is elected.

3.14 Adjourned Meeting

Notice of an adjourned meeting of the board is not required if the time and place of the adjourned meeting is announced at the original meeting.

3.15 Regular Meetings

The board may appoint a day or days in any month or months for regular meetings of the board at a place and hour to be named. A copy of a schedule of regular meetings of the board setting forth the proposed dates, times and places of such regular meetings shall be sent to each director at the commencement of each calendar year, however, each director shall also be provided with a follow-up notice of meeting and agenda prior to each regularly scheduled meeting.

3.16 Chairman

The chairman of any meeting of the board shall be the first mentioned of such of the following officers as have been appointed and who is a director and is present at the meeting: the Chairman of the Board, the President, an Executive Vice-President or a Vice-President. If no such officer is present, the directors present shall choose one of their number to be chairman.

3.17 Votes to Govern

At all meetings of the board every question shall be decided by a majority of the votes cast on the question. In case of an equality of votes, the chairman of the meeting shall not be entitled to a second or casting vote.

3.18 Conflict of Interest

A director or officer who is a party to, or who is a director or officer of or has a material interest in any person who is a party to, a material contract or transaction or proposed material contract or transaction with the Corporation shall disclose in writing to the Corporation or request to have entered in the minutes of the meetings of the directors the nature and extent of his interest at the time and in the manner provided by the Act. Any such contract or transaction or proposed contract or transaction shall be referred to the board or shareholders for approval even if such contract is one that in the ordinary course of the Corporation's business would not require approval by the board or shareholders, and a director interested in a contract or transaction so referred to the board shall not attend any part of a meeting of the board during which the contract or transaction is discussed and shall not vote on any resolution to approve the same except as permitted by the Act. If no quorum exists for the purpose of voting on a resolution to approve a contract or transaction only because a director is not permitted to be present at the meeting by reason of this section, the remaining directors shall be deemed to constitute a quorum for the purposes of voting on the resolution. Where all of the directors are required to disclose their interests pursuant to this section, the contract or transaction may be approved only by the shareholders.

3.19 Remuneration and Expenses

The directors shall be paid such remuneration for their services as the board may from time to time determine. The directors shall also be entitled to be reimbursed for traveling and other expenses properly incurred by them in attending meetings of the shareholders or of the board or any committee thereof or otherwise in the performance of their duties. Nothing herein contained shall preclude any director from serving the Corporation in any other capacity and receiving remuneration therefor.

SECTION FOUR

COMMITTEES

4.01 Committee of Directors

The board may appoint a committee of directors, however designated, and delegate to such committee any of the powers of the board except those which pertain to items which, under the Act, a committee of directors has no authority to exercise.

4.02 Transaction of Business

The powers of a committee of directors may be exercised by a meeting at which a quorum is present or by resolution in writing signed by all members of such committee who would have been entitled to vote on that resolution at a meeting of the committee. Meetings of such committee may be held at any place within or outside Ontario.

4.03 Audit Committee

The board may, and shall if the Corporation becomes an offering corporation within the meaning of the Act, elect annually from among its number an audit committee to be composed of not fewer than three directors of whom a majority shall not be officers or employees of the Corporation or its affiliates. The audit committee shall have the powers and duties provided in the Act.

4.04 Advisory Committees

The board may from time to time appoint such other committees as it may deem advisable, but the functions of any such other committees shall be advisory only.

4.05 Procedure

Unless otherwise determined by the board, each committee shall have power to fix its quorum at not less than a majority of its members, to elect its chairman and to regulate its procedure.

SECTION FIVE

OFFICERS

5.01 Appointment

The board may from time to time appoint a Chairman of the Board, a President, one or more Vice-Presidents (to which title may be added words indicating seniority or function), a Secretary, a Treasurer and such other officers as the board may determine, including one or more assistants to any of the officers so appointed. The board may specify the duties of and, in accordance with this by-law and subject to the provisions of the Act, delegate to such officers powers to manage the business and affairs of the Corporation. Subject to paragraph 5.02, an officer may but need not be a director and one person may hold more than one office. In case and whenever the same person holds the offices of Secretary and Treasurer, he may but need not be known as the Secretary-Treasurer. All officers shall sign such contracts, documents, or instruments in writing as require their respective signatures. In the case of the absence or inability to act of any officer or for any other reason that the board may deem sufficient, the board may delegate all or any of the powers of such officer to any other officer or to any director for the time being.

5.02 Chairman of the Board

The Chairman of the Board, if appointed, shall be a director and shall, when present, preside at all meetings of the board. Each committee of the board shall appoint a Chairman which shall be a member of the relevant committee of the board and shall, when present, preside at all meetings of committees of the board. The Chairman of the Board shall be vested with and may exercise such powers and shall perform such other duties as may from time to time be assigned to him by the board. During the absence or disability of the Chairman of the Board, his duties shall be performed and his powers exercised by the President.

5.03 President

The President shall, and unless and until the board designates any other officer of the Corporation to be the Chief Executive Officer of the Corporation, be the Chief Executive Officer and, subject to the authority of the board, shall have general supervision of the business and affairs of the Corporation and such other powers and duties as the board may specify. The President shall be vested with and may exercise all the powers and shall perform all the duties of the Chairman of the Board if none be appointed or if the Chairman of the Board is absent or unable or refuses to act.

5.04 Executive Vice-President or Vice-President

Each Executive Vice-President or Vice-President shall have such powers and duties as the board or the President may specify. The Executive Vice-President or Vice-President or, if more than one, the Executive Vice-President or Vice-President designated from time to time by the board or by the President, shall be vested with all the powers and shall perform all the duties of the President in the absence or inability or refusal to act of the President, provided, however, that an Executive Vice-President or a Vice-President who is not a director shall not preside as chairman at any meeting of the board.

5.05 Secretary or Assistant Secretary

The Secretary or Assistant Secretary shall give or cause to be given as and when instructed, all notices to shareholders, directors, officers, auditors and members of committees of the board; he shall be the custodian of the stamp or mechanical device generally used for affixing the corporate seal of the Corporation and all books, papers, records, documents and instruments belonging to the Corporation, except when some other officer or agent has been appointed for that purpose; and he shall have such other powers and duties as the board may specify.

5.06 Treasurer or Assistant Treasurer

The Treasurer or Assistant Treasurer shall keep proper accounting records in compliance with the Act and shall be responsible for the deposit of money, the safekeeping of securities and the disbursement of the funds of the Corporation; he shall render to the board whenever required an account of all his transactions as Treasurer or Assistant Treasurer and of the financial position of the Corporation; and he shall have such other powers and duties as the board may specify. Unless and until the board designates any other officer of the Corporation to be the Chief Financial Officer of the Corporation, the Treasurer or Assistant Treasurer shall be the Chief Financial Officer of the Corporation.

5.07 Powers and Duties of Other Officers

The powers and duties of all other officers shall be such as the terms of their engagement call for or as the board may specify. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant, unless the board otherwise directs.

5.08 Variation of Powers and Duties

The board may from time to time and subject to the provisions of the Act, vary, add to or limit the powers and duties of any officer.

5.09 Term of Office

The board, in its discretion, may remove any officer of the Corporation, with or without cause, without prejudice to such officer's rights under any employment contract. Otherwise each officer appointed by the board shall hold office until his successor is appointed or until the earlier of his resignation or death.

5.10 Terms of Employment and Remuneration

The terms of employment and the remuneration of an officer appointed by the board shall be settled by it from time to time. The fact that any officer or employee is a director or shareholder of the Corporation shall not disqualify him from receiving such remuneration as may be so determined.

5.11 Conflict of Interest

An officer shall disclose his interest in any material contract or transaction or proposed material contract or transaction with the Corporation in accordance with paragraph 3.18.

5.12 Agents and Attorneys

The board shall have power from time to time to appoint agents or attorneys for the Corporation in or outside Canada with such powers of management or otherwise (including the powers to subdelegate) as may be thought fit.

SECTION SIX

PROTECTION OF DIRECTORS, OFFICERS AND OTHERS

6.01 Submission of Contracts or
Transactions to Shareholders for Approval

The board in its discretion may submit any contract, act or transaction for approval, ratification or confirmation at any meeting of the shareholders called for the purpose of considering the same and any contract, act or transaction that shall be approved, ratified or confirmed by a resolution passed by a majority of the votes cast at any such meeting (unless any different or additional requirement is imposed by the Act or by the Corporation's articles or any other by-law) shall be as valid and as binding upon the Corporation and upon all the shareholders as though it had been approved, ratified or confirmed by every shareholder of the Corporation.

6.02 For the Protection of Directors and Officers

In supplement of and not by way of limitation upon any rights conferred upon directors by the provisions of the Act, it is declared that no director shall be disqualified by his office from, or vacate his office by reason of, holding any office or place of profit under the Corporation or under any body corporate in which the Corporation shall be a shareholder or by reason of being otherwise in any way directly or indirectly interested or contracting with the Corporation either as vendor, purchaser or otherwise or being concerned in any contract or arrangement made or proposed to be entered into with the Corporation in which he is in any way directly or indirectly interested either as vendor, purchaser or otherwise nor shall any director be liable to account to the Corporation or any of its shareholders or creditors for any profit arising from any such office or place of profit; and, subject to the provisions of the Act, no contract or arrangement entered into by or on behalf of the Corporation in which any director shall be in any way directly or indirectly interested shall be avoided or voidable and no director shall be liable to account to the Corporation or any of its shareholders or creditors for any profit realized by or from any such contract or arrangement by reason of the fiduciary relationship existing or established thereby. Subject to the provisions of the Act and to paragraph 3.18, no director shall be obliged to make any declaration of interest or refrain from voting in

respect of a contract or proposed contract with the Corporation in which such director is in any way directly or indirectly interested.

6.03 Limitation of Liability

Except as otherwise provided in the Act, no director or officer for the time being of the Corporation shall be liable for the acts, receipts, neglects or defaults of any other director or officer or employee or for joining in any receipt or act for conformity or for any loss, damage or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by the Corporation or for or on behalf of the Corporation or for the insufficiency or deficiency of any security in or upon which any of the moneys of or belonging to the Corporation shall be placed out or invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any persons, firm or corporation including any person, firm or corporation with whom or which any moneys, securities or effects shall be lodged or deposited for any loss, conversion, misapplication or misappropriation of or any damage resulting from any dealings with any moneys, securities or other assets belonging to the Corporation or for any other loss, damage or misfortune whatever which may happen in the execution of the duties of his respective office or trust or in relation thereto unless the same shall happen by or through his failure to exercise the powers and to discharge the duties of his office honestly, in good faith and in the best interests of the Corporation and in connection therewith to exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. The directors for the time being of the Corporation shall not be under any duty or responsibility in respect of any contract, act or transaction whether or not made, done or entered into in the name or on behalf of the Corporation, except such as shall have been submitted to and authorized or approved by the board. If any director or officer of the Corporation shall be employed by or shall perform services for the Corporation otherwise than as a director or officer or shall be a member of a firm or a shareholder, director or officer of a company which is employed by or performs services for the Corporation, the fact of his being a director or officer of the Corporation shall not disentitle such director or officer or such firm or company, as the case may be, from receiving proper remuneration for such services.

6.04 Indemnity

Subject to the limitations contained in the Act, the Corporation shall indemnify a director or officer, a former director or officer, or another individual who acts or acted at the Corporation's request as a director or officer, or an individual acting in a similar capacity, of another entity, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by the individual in respect of any civil, criminal, administrative, investigative or other proceeding in which the individual is involved because of that association with the Corporation or other entity, if

- (a) the individual acted honestly and in good faith with a view to the best interests of the Corporation or, as the case may be, to the best interests of the other entity for which the individual acted as a director or officer or in a similar capacity at the Corporation's request;
- (b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the individual had reasonable grounds for believing that the individual's conduct was lawful; and
- (c) a court or other competent authority has not judged that the individual has committed any fault or omitted to do anything that the individual ought to have done.

The Corporation shall also indemnify such person in such other circumstances as the Act permits or requires. The Corporation may advance monies to a director, officer or other individual for costs, charges and expenses of a proceeding referred to above. The individual shall repay the monies if he or she does not fulfill the conditions set out in paragraphs (a) and (b) above. Nothing in this by-law shall limit the right of any individual entitled to indemnity to claim indemnity apart from the provisions of this by-law.

6.05 Insurance

The Corporation may purchase and maintain insurance for the benefit of any person referred to in paragraph 6.04 against such liabilities and in such amounts as the board may from time to time determine and are permitted by the Act.

SECTION SEVEN

SHARES

7.01 Allotment

The board may from time to time allot or grant options to purchase the whole or any part of the authorized and unissued shares of the Corporation at such times and to such persons and for such consideration as the board shall determine, provided that no share shall be issued until it is fully paid as provided by the Act. Shares may be issued as uncertificated securities or be represented by share certificates in accordance with the provisions of the Act and the Securities Transfer Act.

7.02 Commissions

The board may from time to time authorize the Corporation to pay a reasonable commission to any person in consideration of such person purchasing or agreeing to purchase shares of the Corporation, whether from the Corporation or from any other person, or procuring or agreeing to procure purchasers for any such shares.

7.03 Registration of Transfers

All transfers of securities of the Corporation shall be made in accordance with the Act and the *Securities Transfer Act*. Subject to the provisions of the Act and the Securities Transfer Act, no transfer of shares represented by a security certificate (as defined in the Act) shall be registered in a securities register except upon presentation of the certificate representing such shares with an endorsement which complies with the Act and the *Securities Transfer Act* made thereon or delivered therewith duly executed by an appropriate person as provided by the Act and the *Securities Transfer Act*, together with such reasonable assurance that the endorsement is genuine and effective as the board may from time to time prescribe, upon payment of all applicable taxes and any fees prescribed by the board, upon compliance with such restrictions on transfer as are authorized by the articles and upon satisfaction of any lien referred to in paragraph 7.05.

7.04 Transfer Agents and Registrars

The board may from time to time appoint one or more agents to maintain, in respect of each class of securities of the Corporation issued by it in registered form, a securities register and one or more branch securities registers. Such a person may be designated as transfer agent and registrar according to his functions and one person may be designated both registrar and transfer agent. The board may at any time terminate such appointment.

7.05 Lien for Indebtedness

The Corporation shall have a lien on any share registered in the name of a shareholder or his legal representatives for a debt of that shareholder to the Corporation, provided that if the shares of the Corporation are listed on a stock exchange in or outside Canada, the Corporation shall not have such lien. The Corporation may enforce any lien that it has on shares registered in the name of a shareholder indebted to the Corporation by the sale of the shares thereby affected or by any other action, suit, remedy or proceeding authorized or permitted by law and, pending such enforcement, the Corporation may refuse to register a transfer of the whole or any part of such shares.

7.06 Non-recognition of Trusts

Subject to the provisions of the Act and the Securities Transfer Act, the Corporation may treat as absolute owner of any share the person in whose name the share is registered in the securities register as if that person had full legal capacity and authority to exercise all rights of ownership, irrespective of any indication to the contrary through knowledge or notice or description in the Corporation's records or on the share certificate.

7.07 Share Certificates and Written Evidence of Ownership

Every holder of one or more shares of the Corporation that are certificated securities under the Act shall be entitled, at his option, to a share certificate, or to a non-transferable written acknowledgement of his right to obtain a share certificate, stating the number and class or series of shares held by him as shown on the securities register. Share certificates and acknowledgements of a shareholder's right to a share certificate, respectively, shall be in such form as the board shall from time to time approve. Any share certificate shall be signed in accordance with paragraph 2.03 and need not be under the corporate seal; provided that, unless the board otherwise determines, certificates representing shares in respect of which a transfer agent and/or registrar has been appointed shall not be

valid unless countersigned by or on behalf of such transfer agent and/or registrar. The signature of one of the signing officers or, in the case of share certificates which are not valid unless countersigned by or on behalf of a transfer agent and/or registrar, the signatures of both signing officers, may be printed or mechanically reproduced in facsimile upon share certificates and every such facsimile signature shall for all purposes be deemed to be the signature of the officer whose signature it reproduces and shall be binding upon the Corporation. A share certificate executed as aforesaid shall be valid notwithstanding that one or both of the officers whose facsimile signature appears thereon no longer holds office at the date of issue of the certificate. Holders of uncertificated securities of the Corporation shall be entitled to receive a written notice or other documentation as provided by the Act.

7.08 Replacement of Share Certificates

The board or any officer or agent designated by the board may in its or his discretion direct the issue of a new share certificate in lieu of and upon cancellation of a share certificate that has been mutilated or in substitution for a share certificate claimed to have been lost, destroyed or wrongfully taken on payment of such fee, not exceeding \$3.00, and on such terms as to indemnity, reimbursement of expenses and evidence of loss and of title as the board may from time to time prescribe, whether generally or in any particular case.

7.09 Joint Shareholders

If two or more persons are registered as joint holders of any share, the Corporation shall not be bound to issue more than one certificate in respect thereof, and delivery of such certificate to one of such persons shall be sufficient delivery to all of them. Any one of such persons may give effectual receipts for the certificate issued in respect thereof or for any dividend, bonus, return of capital or other money payable or warrant issuable in respect of such shares.

7.10 Deceased Shareholders

In the event of the death of a holder, or of one of the joint holders, of any share, the Corporation shall not be required to make any entry in the securities register in respect thereof or to make payment of any dividends thereon except upon production of all such documents as may be required by law and upon compliance with the reasonable requirements of the Corporation and its transfer agents.

SECTION EIGHT

DIVIDENDS AND RIGHTS

8.01 Dividends

Subject to the provisions of the Act, the board may from time to time declare dividends payable to the shareholders according to their respective rights and interest in the Corporation. Dividends may be paid in money or property or by issuing fully paid shares of the Corporation.

8.02 Dividend Cheques

A dividend payable in cash shall be paid either electronically by direct deposit or by cheque drawn on the Corporation's bankers or one of them to the order of each registered holder of shares of the class or series in respect of which it has been declared and, if paid by cheque, mailed by prepaid ordinary mail to such registered holder at his recorded address, unless such holder otherwise directs. In the case of joint holders any cheque issued shall, unless such joint holders otherwise direct, be made payable to the order of all of such joint holders and mailed to them at their recorded address. The mailing of such cheque as set out in this section, unless the same is not paid on due presentation, shall satisfy and discharge the liability for the dividend to the extent of the sum represented thereby plus the amount of any tax which the Corporation is required to and does withhold.

8.03 Non-receipt of Cheques

In the event of non-receipt of any dividend cheque by the person to whom it is sent as set out in section 8.02, the Corporation shall issue to such person a replacement cheque for a like amount on such terms as to indemnity, reimbursement of expenses and evidence of non-receipt and of title as the board may from time to time prescribe, whether generally or in any particular case.

8.04 Record Date for Dividends and Rights

The board may fix in advance a date, preceding by not more than 50 days the date for the payment of any dividend or the date for the issue of any warrant or other evidence of the right to subscribe for securities of the Corporation, as a record date for the determination of the persons entitled to receive payment of such dividend or to exercise the right to subscribe for such securities, and notice of any such record date shall be given not less than seven days before such record date in the manner provided by the Act. If no record date is so fixed, the record date for the determination of the persons entitled to receive payment of any dividend or to exercise the right to subscribe for securities of the Corporation shall be at the close of business on the day on which the resolution relating to such dividend or right to subscribe is passed by the board.

8.05 Unclaimed Dividends

Any dividend unclaimed after a period of six years from the date on which the same has been declared to be payable shall be forfeited and shall revert to the Corporation.

SECTION NINE

MEETINGS OF SHAREHOLDERS

9.01 Annual Meetings

The annual meeting of shareholders shall be held at such time in each year as the board, the Chairman of the Board (if any) or the President may from time to time determine, in any event no later than the earlier of (i) six months after the end of each of the Corporation's financial years, and (ii) fifteen months after the Corporation's last annual meeting of shareholders, for the purpose of considering the financial statements and reports required by the Act to be placed before the annual meeting, electing directors, appointing an auditor and for the transaction of such other business as may properly be brought before the meeting.

9.02 Special Meetings

The board, the Chairman of the Board (if any) or the President shall have the power to call a special meeting of shareholders at any time.

9.03 Place of Meetings

Subject to the Corporation's articles, a meeting of shareholders of the Corporation shall be held at such place in or outside of Ontario as the board may determine or, in the absence of such a determination, at the place where the registered office of the Corporation is located. If the Corporation makes available a telephonic, electronic or other communication facility that permits all participants of a shareholders meeting to communicate adequately with each other during the meeting and otherwise complies with the Act, any person entitled to attend such meeting may participate by means of such communication facility in the manner prescribed by the Act, and any person participating in the meeting by such means is deemed to be present at the meeting.

9.04 Notice of Meetings

Notice of the time and place of each meeting of shareholders shall be given in the manner provided in paragraph 10.01 not less than 21 days nor more than 50 days before the date of the meeting to each director, to the auditor and to each shareholder who at the close of business on the record date for notice is entered in the securities register as the holder of one or more shares carrying the right to vote at the meeting. Notice of a meeting of shareholders called for any purpose other than consideration of the financial statements and auditor's report, election of directors and reappointment of the incumbent auditor shall state or be accompanied by a statement of the nature of such business in sufficient detail to permit the shareholder to form a reasoned judgment thereon and the text of any special resolution or by-law to be submitted to the meeting. A shareholder and any other person entitled to attend a meeting of shareholders may in any manner waive notice of or otherwise consent to a meeting of shareholders.

9.05 List of Shareholders Entitled to Notice

For every meeting of shareholders, the Corporation shall prepare a list of shareholders entitled to receive notice of the meeting, arranged in alphabetical order and showing the number of shares held by each shareholder entitled to vote at the meeting. If a record date for the meeting is fixed pursuant to paragraph 9.06, the list of shareholders entitled to receive notice of the meeting shall be prepared not later than ten days after such record date. If no record date is fixed, the list of shareholders entitled to receive notice of the meeting shall be prepared as

of the close of business on the day immediately preceding the day on which notice of the meeting is given, or where no such notice is given, on the day on which the meeting is held. The list shall be available for examination by any shareholder during usual business hours at the registered office of the Corporation or at the place where the central securities register is maintained and at the meeting of shareholders for which the list was prepared.

9.06 Record Date for Notice

The board may fix in advance a date, preceding the date of any meeting of shareholders by not more than 60 days and not less than 30 days (or pursuant to the time limitations as may be prescribed by the Act from time to time), as a record date for the determination of the shareholders entitled to receive notice of the meeting, provided that notice of any such record date shall be given not less than seven days before such record date by newspaper advertisement in the manner provided in the Act and, if any shares of the Corporation are listed for trading on a stock exchange in Canada, by written notice to each such stock exchange. If no record date is so fixed, the record date for the determination of the shareholders entitled to receive notice of the meeting shall be at the close of business on the day immediately preceding the day on which the notice is given or, if no notice is given, the day on which the meeting is held.

9.07 Meetings Held by Electronic Means

If the directors or shareholders of the Corporation call a meeting of shareholders pursuant to the Act, the directors may determine that the meeting shall be held, in accordance with the Act, entirely by means of a telephonic, electronic or other communications facility that permits all participants to communicate adequately with each other during the meeting.

9.08 Meetings without Notice

A meeting of shareholders may be held without notice at any time and place permitted by the Act

- (a) if all the shareholders entitled to vote thereat are present in person or represented by proxy waive notice of or otherwise consent to such meeting being held, and
- (b) if the auditor and the directors are present or waive notice of or otherwise consent to such meeting being held, so long as such shareholders, auditor and directors present are not attending for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called. At such a meeting any business may be transacted which the Corporation at a meeting of shareholders may transact. If the meeting is held at a place outside Canada, shareholders not present or represented by proxy, but who have waived notice of or otherwise consented to such meeting, shall also be deemed to have consented to the meeting being held at such place.

9.09 Chairman, Secretary and Scrutineers

The Chairman of the Board or any other director or officer of the Corporation, as determined by the board, may act as chairman of any meeting of shareholders. If no such director or officer is present within 15 minutes from the time fixed for holding the meeting, the persons present and entitled to vote shall choose one of their number to be chairman. If the Secretary or Assistant Secretary of the Corporation is absent, the chairman shall appoint some person, who need not be a shareholder, to act as secretary of the meeting. If desired, one or more scrutineers, who need not be shareholders, may be appointed by a resolution or by the chairman with the consent of the meeting.

9.10 Persons Entitled to be Present

The only persons entitled to be present at a meeting of shareholders shall be those entitled to vote thereat, the directors and the auditor of the Corporation and others who, although not entitled to vote are entitled or required under any provision of the Act or the articles or the by-laws to be present at the meeting. Any other person may be admitted only on the invitation of the chairman of the meeting or with the consent of the meeting.

9.11 Quorum

Subject to the Act, a quorum for the transaction of business at any meeting of shareholders shall be two persons present in person, each being a shareholder entitled to vote thereat or a duly appointed proxy or proxyholder for an absent shareholder so entitled, holding or representing in the aggregate not less than 10% of the issued shares of the Corporation enjoying voting rights at such meeting.

9.12 Right to Vote

The persons entitled to vote at any meeting of shareholders shall be the persons entitled to vote in accordance with the Act.

9.13 Proxies

Every shareholder entitled to vote at a meeting of shareholders may appoint a proxyholder, or one or more alternate proxyholders, who need not be shareholders, to attend and act at the meeting in the manner and to the extent authorized and with the authority conferred by the proxy. A proxy shall be in writing executed by the shareholder or his attorney authorized in writing (or by electronic signature) and shall conform with the requirements of the Act.

9.14 Time for Deposit of Proxies

The board may by resolution specify in a notice calling a meeting of shareholders a time, preceding the time of such meeting or an adjournment thereof by not more than 48 hours exclusive of any part of a non-business day, before which time proxies to be used at such meeting must be deposited. A proxy shall be acted upon only if, prior to the time so specified, it shall have been deposited with the Corporation or an agent thereof specified in such notice or, if no such time is specified in such notice, only if it has been received by the Secretary of the Corporation or by the chairman of the meeting or any adjournment thereof prior to the time of voting.

9.15 Joint Shareholders

If two or more persons hold shares jointly, any one of them present in person or represented by proxy at a meeting of shareholders may, in the absence of the other or others, vote the shares; but if two or more of those persons are present in person or represented by proxy and vote, they shall vote as one the shares jointly held by them.

9.16 Votes to Govern

At any meeting of shareholders every question shall, unless otherwise required by the articles or by-laws or by law, be determined by a majority of the votes cast on the question. In case of an equality of votes either upon a show of hands or upon a poll, the chairman of the meeting shall not be entitled to a second or casting vote.

9.17 Show of Hands

Subject to the provisions of the Act, any question at a meeting of shareholders shall be decided by a show of hands, which may include such other indication of a vote made by means of the telephonic, electronic or other communication facility, if any, made available by the Corporation for that purpose, unless a ballot thereon is required or demanded as hereinafter provided. Upon a show of hands, every person who is present, in person or by means of the telephonic, electronic or other communications facility, if any that the Corporation has made available for such purpose, and entitled to vote shall have one vote. Whenever a vote by show of hands shall have been taken upon a question, unless a ballot thereon is so required or demanded, a declaration by the chairman of the meeting that the vote upon the question has been carried or carried by a particular majority or not carried and an entry to that effect in the minutes of the meeting shall be prima facie evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against any resolution or other proceeding in respect of the said question, and the result of the vote so taken shall be the decision of the shareholders upon the said question. For the purpose of this section, if at any meeting the Corporation has made available to shareholders the means to vote electronically, any vote made electronically shall be included in tallying any votes by show of hands.

9.18 Ballots

On any question proposed for consideration at a meeting of shareholders, and whether or not a vote by show of hands has been taken thereon, any shareholder or proxyholder entitled to vote at the meeting may require or demand a ballot. A ballot so required or demanded shall be taken in such manner as the chairman shall direct. A requirement or demand for a ballot may be withdrawn at any time prior to the taking of the ballot. If a ballot is taken each person present shall be entitled, in respect of the shares which he is entitled to vote at the meeting upon the question, to that number of votes provided by the Act or the articles, and the result of the ballot so taken shall be the decision of the shareholders upon the said question.

9.19 Adjournment

The chairman at the meeting of shareholders may with the consent of the meeting and subject to such conditions as the meeting may decide, or where otherwise permitted under the provisions of the Act, adjourn the meeting from time to time and from place to place. If a meeting of shareholders is adjourned for less than 30 days, it shall not be necessary to give notice of the adjourned meeting, other than by announcement at the earliest meeting that is adjourned. If a meeting of shareholders is adjourned by one or more adjournments for an aggregate of 30 days or more, notice of the adjourned meeting shall be given as for an original meeting.

9.20 Resolution in Writing

A resolution in writing signed by all the shareholders entitled to vote on that resolution at a meeting of shareholders is as valid as if it had been passed at a meeting of the shareholders unless a written statement with respect to the subject matter of the resolution is submitted by a director or the auditor in accordance with the Act.

SECTION TEN

NOTICES

10.01 Method of Giving Notices

Any notice (which term includes any communication or document) to be given (which term includes sent, delivered or served) pursuant to the Act, the regulations thereunder, the articles, the by-laws or otherwise to a shareholder, director, officer, auditor or member of a committee of the directors shall be sufficiently given if delivered personally to the person to whom it is to be given; delivered to the recorded address of the person; mailed to the person's recorded address by prepaid or ordinary or air mail; sent to the person's recorded address by any means of prepaid transmitted or recorded communication; or an electronic document is provided in accordance with Part Eleven of this by-law.

A notice delivered as set out in this section is deemed to have been given when it is delivered personally or to the recorded address; a notice mailed as set out in this section shall be deemed to have been given when deposited in a post office or public letter box; and a notice sent by means of transmitted or recorded communication as set out in this section is deemed to have been dispatched or delivered to the appropriate communication company or agency or its representative for dispatch; and a notice sent by electronic means as set out in this section and Part Eleven shall be deemed to have been given upon receipt of reasonable confirmation of transmission to the designated information system indicated by the person entitled to receive such notice. The corporate secretary may change or cause to be changed the recorded address of any shareholder, director, officer, auditor or member of a committee of the directors in accordance with any information believed by him or her to be reliable. The Secretary or Assistant Secretary may change or cause to be changed the recorded address of any shareholder, director, officer, auditor or member of a committee of the board in accordance with any information believed by him to be reliable.

10.02 Signature to Notices

The signature of any director or officer of the Corporation to any notice or document to be given by the Corporation may be written, stamped, mechanically reproduced or electronically reproduced in whole or in part.

10.03 Proof of Service

With respect to every notice sent by post it is sufficient to prove that the envelope or wrapper continuing the notice or other document was properly addressed as provided in this by-law and put into a post office or into a letter box. With respect to every notice or other document sent as an electronic document it is sufficient to prove that the electronic document was properly addressed to the designated information system as provided in this by-law and sent by electronic means. A certificate of the Chairman of the Board (if any), the President, an Executive Vice-President, a Vice-President, the Secretary, the Assistant Secretary, the Treasurer or the Assistant Treasurer or of any other officer of the Corporation in office at the time of the making of the certificate or of a transfer officer of any transfer agent or branch transfer agent of shares of any class of the Corporation as to the facts in relation to the mailing or delivery of any notice or other document to any shareholder, director, officer or auditor or publication of any notice or other document shall be conclusive evidence thereof and shall be binding on every shareholder, director, officer or auditor of the Corporation as the case may be.

10.04 Notice to Joint Shareholders

All notices with respect to shares registered in more than one name shall, if more than one address appears on the records of the Corporation in respect of such joint holdings, be given to all of such joint shareholders at the first address so appearing, and notice so given shall be sufficient notice to the holders of such shares.

10.05 Computation of Time

In computing the date when notice must be given under any provision requiring a specified number of days notice of any meeting or other event both the date of giving the notice and the date of the meeting or other event shall be excluded.

10.06 Undelivered Notices

If any notice given to a shareholder pursuant to paragraph 10.01 is returned on three consecutive occasions because he cannot be found, the Corporation shall not be required to give any further notices to such shareholder until he informs the Corporation in writing of his new address.

10.07 Omissions and Errors

The accidental omission to give any notice to any shareholder, director, officer, auditor or member of a committee of the board or the non-receipt of any notice by any such person or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise found thereon.

10.08 Deceased Shareholders

Any notice or other document delivered or sent by post or left at the address of any shareholder as the same appears in the records of the Corporation shall, notwithstanding that such shareholder be then deceased, and whether or not the Corporation has notice of his decease, be deemed to have been duly served in respect of the shares held by such shareholder (whether held solely or with any person or persons) until some other person be entered in his stead in the records of the Corporation as the holder or one of the holders thereof and such service shall for all purposes be deemed a sufficient service of such notice or document on his heirs, executors or administrators and on all persons, if any, interested with him in such shares.

10.09 Persons Entitled by Death or Operation of Law

Every person who, by operation of law, transfer, death of a shareholder or any other means whatsoever, shall become entitled to any share, shall be bound by every notice in respect of such share which shall have been duly given to the shareholder from whom he derives his title to such share prior to his name and address being entered on the securities register (whether such notice was given before or after the happening of the event upon which he became so entitled) and prior to his furnishing to the Corporation the proof of authority or evidence of his entitlement prescribed by the Act.

10.10 Waiver of Notice

Any shareholder (or his duly appointed proxyholder), director, officer, auditor or member of a committee of the board may at any time waive any notice, or waive or abridge the time for any notice, required to be given to him under any provision of the Act, the regulations thereunder, the articles, the by-laws or otherwise and such waiver or abridgement, whether given before or after the meeting or other event of which notice is required to be given shall cure any default in the giving or in the time of such notice, as the case may be. Any such waiver or abridgement shall be in writing except a waiver of notice of a meeting of shareholders or of the board or of a committee of the board which may be given in any manner.

SECTION ELEVEN

ELECTRONIC DOCUMENTS

11.01 Creation and Provision of Information

Unless the Corporation's articles provide otherwise, and subject to and in accordance with the Act, the Corporation may satisfy any requirement of the Act to create or provide a notice, document or other information to any person by the creation or provision of an electronic document. Except as provided in the Act, "electronic document" means any form of representation of information or of concepts fixed in any medium in or by electronic,

optical or other similar means that can be read or perceived by a person by any means, including without limitation, electronic mail.

SECTION TWELVE

EFFECTIVE DATE

12.01 Effective Date

This by-law shall come into force upon being passed by the board.

Enacted the 10th day of January, 2018.

Schedule “J”
STOCK OPTION PLAN RESOLUTION

“BE IT RESOLVED THAT:

1. all existing stock option plans of Camex Energy Corp. (“**Camex**”), including the current option plan of Camex, are hereby terminated and the new option plan of Camex (the “**New Option Plan**”), is hereby authorized and approved as the stock option plan of Camex and all unallocated options, rights and other entitlements issuable thereunder be and are hereby approved and authorized;
2. the number of common shares of Camex (“**Camex Shares**”) issuable pursuant to the New Option Plan be set at 10% of the aggregate number of Camex Shares issued and outstanding from time to time, subject to any limitations imposed by applicable regulations, laws, rules and policies; and
3. any one or more of the directors or officers of Camex is hereby authorized and directed, acting for, in the name of and on behalf of Camex, to execute or cause to be executed, under the seal of Camex or otherwise, and to deliver or cause to be delivered, such other documents and instruments, and to do or cause to be done all such other acts and things, as may in the opinion of such director or officer of Camex be necessary or desirable to carry out the intent of the foregoing resolution, the execution of any such document or the doing of any such other act or thing by any director or officer of Camex being conclusive evidence of such determination.”

Schedule “K”
AMALGAMATION RESOLUTION

“BE IT RESOLVED THAT:

1. the amalgamation (the “**Amalgamation**”) under section 179 of the *Business Corporations Act* (Ontario) (the “**OBCA**”) between Desert Lion Energy Corp. (“**Desert Lion**”) and 2590945 Ontario Inc. (“**Camex Subco**”), a wholly-owned subsidiary of Camex Energy Corp. (“**Camex**”), to form a new amalgamated company (“**Amalco**”) pursuant to which, among other things, former Desert Lion shareholders (except a registered Desert Lion shareholder who exercises the right to dissent from this special resolution) will receive one common share of Camex (on a post-consolidation basis) for every one Desert Lion common share, all as set forth in the amalgamation agreement dated as of October 12, 2017, as amended from time to time, among Desert Lion, Camex and Camex Subco (the “**Amalgamation Agreement**”) is hereby authorized, approved and adopted;
2. the Amalgamation Agreement, the actions of the directors in approving the Amalgamation and the actions of the directors and officers of Desert Lion in executing and delivering the Amalgamation Agreement are hereby confirmed, ratified and approved;
3. notwithstanding that this special resolution has been passed (and the Amalgamation approved) by the shareholders of Desert Lion, the directors of Desert Lion are hereby authorized and empowered, without further notice to or approval of the shareholders of Desert Lion, not to proceed with the Amalgamation at any time prior to the issue of a certificate giving effect to the Amalgamation;
4. any officer or director of Desert Lion is hereby authorized, acting for, in the name of and on behalf of Desert Lion, to execute, under the seal of Desert Lion or otherwise, and to deliver for filing Articles of Amalgamation and such other documents as are necessary or desirable to the Director under the OBCA in accordance with the Amalgamation Agreement; and
5. any one or more directors or officers of Desert Lion is hereby authorized, for and on behalf and in the name of Desert Lion, to execute and deliver, whether under corporate seal of Desert Lion or otherwise, all such other agreements, forms, waivers, notices, certificates, confirmations and other documents and instruments, and to do or cause to be done all such other acts and things, as in the opinion of such director or officer may be necessary, desirable or useful for the purpose of giving effect to these resolutions, and the completion of the Amalgamation in accordance with the terms of the Amalgamation Agreement, including:
 - (a) all actions required to be taken by or on behalf of Desert Lion, and all necessary filings and obtaining the necessary approvals, consents and acceptances of appropriate regulatory authorities; and
 - (b) the signing of the certificates, consents and other documents or declarations required under the Amalgamation Agreement or otherwise to be entered into by Desert Lion;

such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing.”

Schedule “L”
NEW OPTION PLAN

1. PURPOSE

The purpose of this stock option plan (the “**Plan**”) is to authorize the grant to Eligible Persons (as such term is defined below) of Camex Energy Corp. (the “**Corporation**”) of options to purchase common shares (“**shares**”) of the Corporation’s capital and thus benefit the Corporation by enabling it to attract, retain and motivate Eligible Persons by providing them with the opportunity, through share options, to acquire an increased proprietary interest in the Corporation.

2. DEFINITIONS

(a) “**Acceleration Event**” means

- (i) the acquisition by any “offeror” (as defined in the *Securities Act* (British Columbia)) of beneficial ownership of more than 50% of the outstanding voting securities of the Corporation, by means of a take-over bid or otherwise;
- (ii) any consolidation, reorganization, merger, amalgamation or statutory amalgamation or arrangement of the Corporation with or into another corporation, a separation of the business of the Corporation into two or more entities, or pursuant to which shares of the Corporation would be converted into cash, securities or other property, other than a merger of the Corporation in which shareholders immediately prior to the merger have the same proportionate ownership of stock of the surviving corporation immediately after the merger;
- (iii) any sale, lease, exchange or other transfer (in one transaction or a series of related transactions) of all or substantially all of the assets of the Corporation;
- (iv) the approval by the shareholders of the Corporation of any plan of liquidation or dissolution of the Corporation; or
- (v) the replacement by way of election or appointment at any time of one-half or more of the total number of the then incumbent members of the Board of Directors of the Corporation, unless such election or appointment is approved by 50% or more of the Board of Directors in office immediately preceding such election or appointment in circumstances where such election or appointment is to be made other than as a result of a dissident public proxy solicitation, whether actual or threatened;

(b) “**Blackout Period**” has the meaning ascribed thereto in Section 9;

(c) “**Board**” means the board of directors of the Corporation, or any committee of the board of directors to which the duties of the board of directors hereunder are delegated;

(d) “**Company**” means a corporation, incorporated association or organization, body corporate, partnership, trust, association or other entity other than an individual;

(e) “**Consultant**” means an individual (other a director, senior officer, Employee or Management Company Employee of the Corporation) or Company that:

- (i) is engaged to provide on an ongoing bona fide basis, consulting, technical, management or other services to the Corporation or an Affiliate (as defined under applicable securities laws) of the Corporation, other than services provided in relation to a Distribution (as defined under applicable securities laws);

- (ii) provides the services under a written contract between the Corporation or the Affiliate and the individual or the Company, as the case may be;
 - (iii) in the reasonable opinion of the Corporation, spends or will spend a significant amount of time and attention on the affairs and business of the Corporation or an Affiliate of the Corporation;
 - (iv) has a relationship with the Corporation or an Affiliate of the Corporation that enables the individual to be knowledgeable about the business and affairs of the Corporation; and
 - (v) does not engage in Investor Relations Activities;
- (f) **“Corporation”** means Camex Energy Corp., a company duly incorporated under the laws of British Columbia;
- (g) **“Eligible Person”** means any senior officer or director, Employee, Management Company Employee, Consultant, Investor Relations Person of the Corporation or its subsidiaries;
- (h) **“Employee”** means:
- (i) an individual who is considered an employee of the Corporation under the Tax Act (and for whom income tax, employment insurance and CPP deductions must be made at source);
 - (ii) an individual who works full-time for the Corporation providing services normally provided by an employee and who is subject to the same control and direction by the Corporation over the details and methods of work as an employee of the Corporation, but for whom income tax deductions are not made at source, or
 - (iii) an individual who works for the Corporation on a continuing and regular basis for a minimum amount of time per week (the number of hours should be disclosed in the submission) providing services normally provided by an employee and who is subject to the same control and direction by the Corporation or any of its subsidiaries over the details and methods of work as an employee of the Corporation, but for whom income tax deductions are not made at source;
- (i) **“Exchanged Share”** means a security that is exchanged for a share in an Acceleration Event;
- (j) **“Exchanged Share Price”** means the product of the share to Exchanged Share ratio multiplied by the five day volume weighted average price of the Exchanged Shares on an exchange for the period ending one day prior to the effective time of the Acceleration Event, or, in the case of Exchanged Shares that are not listed or quoted for trading, the fair value of those Exchanged Shares, as determined by the Board, in its sole discretion, as of the day immediately preceding the effective time of the Acceleration Event;
- (k) **“Exercise Price”** has the meaning ascribed thereto in Section 8;
- (l) **“In-The-Money Amount”** means: (a) in the case of an Acceleration Event in which the holders of shares will receive only cash consideration, the difference between the exercise price of an option and the cash consideration paid per share pursuant to that Acceleration Event; (b) in the case of an Acceleration Event in which the holders of shares will receive Exchanged Shares, the difference between the exercise price of an option and the Exchanged Share Price; or (c) in the case of an Acceleration Event in which the holders of shares will receive cash consideration and Exchanged Shares per share, the difference between the exercise price of an option and the sum of the cash consideration paid per share plus the Exchanged Share Price;

- (m) **“Investor Relations Activities”** means activities or oral or written communications, by or on behalf of the Corporation or a shareholder of the Corporation, that promote or reasonably could be expected to promote the purchase or sale of securities of the Corporation, but does not include:
- (i) the dissemination of information provided, or records prepared, in the ordinary course of business of the Corporation:
 - (1) to promote the sale of products or services of the Corporation, or
 - (2) to raise public awareness of the Corporation,that cannot reasonably be considered to promote the purchase or sale of securities of the Corporation;
 - (ii) activities or communications necessary to comply with the requirements of
 - (1) applicable securities laws, policies or regulations,
 - (2) the rules, and regulations of the TSXV or the by-laws, rules or other regulatory instruments of any other self regulatory body or exchange having jurisdiction over the Corporation;
 - (iii) communications by a publisher of, or writer for, a newspaper, magazine or business or financial publication, that is of general and regular paid circulation, distributed only to subscribers to it for value or to purchasers of it, if
 - (1) the communication is only through the newspaper, magazine or publication, and
 - (2) the publisher or writer received no commission or other consideration other than for acting in the capacity of publisher or writer; or
 - (iv) activities or communications that may be otherwise specified by the TSXV;
- (n) **“Investor Relations Person”** means a Person retained to provide Investor Relations Activities and any director or officer whose roles and duties primarily consist of Investor Relations Activities;
- (o) **“Management Company Employee”** means an individual employed by a Person providing management services to the Corporation, which are required for the ongoing successful operation of the business enterprise of the Corporation, but excluding a Person engaged in Investor Relations Activities;
- (p) **“optioned shares”** has the meaning ascribed thereto in Section 10;
- (q) **“Person”** means a Company or individual;
- (r) **“Plan”** has the meaning ascribed thereto in Section 1;
- (s) **“shares”** has the meaning ascribed thereto in Section 1;
- (t) **“Subsidiary”** means a corporation which is a subsidiary of the Corporation, as defined under the *Securities Act* (British Columbia); and
- (u) **“TSXV”** means the TSX Venture Exchange;

For the purposes of the forgoing, a Company is an “Affiliate” of another Company if: (i) one of them is the subsidiary of the other; or (ii) each of them is controlled by the same Person.

3. ADMINISTRATION

The Plan shall be administered by the Board or a committee established by the Board for that purpose. Subject to approval of the granting of options by the Board, the Corporation shall grant options under the Plan.

Subject to the provisions of the Plan, the Board shall have authority to construe and interpret the Plan and all option agreements entered into thereunder, to define the terms used in the Plan and in all option agreements entered into thereunder, to prescribe, amend and rescind rules and regulations relating to the Plan and to make all other determinations necessary or advisable for the administration of the Plan. All determinations and interpretations made by the Board shall be binding and conclusive on all participants in the Plan and on their legal personal representatives and beneficiaries.

4. SHARES SUBJECT TO PLAN

Subject to adjustment under the provisions of Section 16 hereof, the aggregate number of shares of the Corporation which may be available for issuance under the Plan will not exceed such number of shares as is equal to 10% of the total number of shares of the Corporation issued and outstanding from time to time. The total number of shares which may be issued or reserved for issuance to any one Person (and Companies wholly owned by that Person) under the Plan within any 12 month period shall not exceed 5% of the issued and outstanding shares of the Corporation, calculated on the date an option is granted to such individual (unless the Corporation has obtained the requisite approval from disinterested shareholders). The Corporation shall not, upon the exercise of any option, be required to issue or deliver any shares prior to (a) the admission of such shares to listing on any stock exchange on which the Corporation's shares may then be listed, and (b) the completion of such registration or other qualification of such shares under any law, rules or regulation as the Corporation shall determine to be necessary or advisable. If any shares cannot be issued to any optionee for whatever reason, the obligation of the Corporation to issue such shares shall terminate and any option exercise price paid to the Corporation shall be returned to the optionee.

5. LIMITS WITH RESPECT TO INSIDERS

- (a) The maximum number of shares which may be reserved for issuance to insiders (as a group) under the Plan, together with any other of the Corporation's previously established and outstanding stock option plans or grants, shall be 10% of the shares issued and outstanding at the time of the grant (on a non-diluted basis); and
- (b) The maximum number of options which may be granted to insiders (as a group) under the Plan, together with any other of the Corporation's previously established and outstanding stock option plans or grants, within any 12 month period shall be 10% of the issued shares, calculated on the date an option is granted to any insider (on a non-diluted basis).

6. ELIGIBILITY

Options shall be granted only to Eligible Persons, any registered savings plan established by an Eligible Person or any Company wholly-owned by an Eligible Person.

For stock options granted to Employees, Consultants, Management Company Employees or Investor Relations Persons, the Corporation must represent that the optionee is a *bona fide* Employee, Consultant, Management Company Employee or Investor Relations Person as the case may be. The terms “insider”, “controlled” and “subsidiary” shall have the meanings ascribed thereto in the *Securities Act* (British Columbia) from time to time. Subject to the foregoing, the Board shall have full and final authority to determine the persons who are to be granted options under the Plan and the number of shares subject to each option.

7. LIMITS WITH RESPECT TO CONSULTANTS AND INVESTOR RELATIONS PERSONS

- (a) The maximum number of stock options which may be granted to any one Consultant under the Plan, together with any other of the Corporation's previously established and outstanding stock option plans or grants, within any 12 month period, must not exceed 2% of the issued and outstanding shares of the Corporation, calculated on the date an option is granted to such Consultant (on a non-diluted basis).
- (b) The maximum number of stock options which may be granted to all Investor Relations Persons under the Plan, together with any other of the Corporation's previously established and outstanding stock option plans or grants, within any 12 month period, must not exceed, in the aggregate, 2% of the issued and outstanding shares of the Corporation, calculated on the date an option is granted to any such Investor Relations Person (on a non-diluted basis).

8. EXERCISE PRICE

The exercise price (the "**Exercise Price**") for the shares of the Corporation under each option shall be determined by the Board on the basis of the market price, where "market price" shall mean the prior trading day closing price of the shares of the Corporation on any stock exchange on which the shares are listed or last trading price on the prior trading day on any dealing network where the shares trade, and where there is no such closing price or trade on the prior trading day, "market price" shall mean the average of the daily high and low board lot trading prices of the shares of the Corporation on any stock exchange on which the shares are listed or dealing network on which the shares of the Corporation trade for the five (5) immediately preceding trading days. In the event the shares are listed on the TSXV, the price may be the market price less any discounts from the market price allowed by the TSXV, subject to the minimum exercise price allowed by the TSXV. In the event the shares are not listed on any exchange and do not trade on any dealing network, the market price will be determined by the Board. The approval of disinterested shareholders will be required for any reduction in the Exercise Price of a previously granted option to an insider of the Corporation.

9. TERM OF OPTIONS

Subject to the provisions of this Section 9 and Sections 11, 13 and 14 below, the period within which an option may be exercised shall be determined by the Board at the time of granting the options provided, however, that all options shall not be granted for a term exceeding five years from the date of the option grant.

Notwithstanding the foregoing, in the event that the expiry date of an option falls within a trading blackout period imposed by the Corporation (a "**Blackout Period**"), and neither the Corporation nor the individual in possession of the options is subject to a cease trade order in respect of the Corporation's securities, then the expiry date of such option shall be automatically extended to the 10th business day following the end of the Blackout Period.

On the expiry date of any option granted under the Plan, and subject to any extension of such expiry date permitted in accordance with the Plan, such option hereby granted shall forthwith expire and terminate and be of no further force or effect whatsoever as to such of the optioned shares in respect of which the option has not been exercised.

10. EXERCISE OF OPTIONS

Subject to the provisions of the Plan and the particular option, an option may be exercised from time to time by delivering to the Corporation at its registered office a written notice of exercise specifying the number of shares with respect to which the option is being exercised (the "**optioned shares**") and accompanied by payment in cash or certified cheque for the full amount of the purchase price of the shares then being purchased. Upon receipt of a certificate of an authorized officer directing the issue of shares purchased under the Plan, the transfer agent is authorized and directed to issue and countersign share certificates for the optioned shares in the name of such optionee or the optionee's legal personal representative or as may be directed in writing by the optionee's legal personal representative. Certificates for such optioned shares shall be issued and delivered to the optionee within a reasonable

time following the receipt of such notice and payment. Except as provided in Sections 11, 13 and 14 below, no option which is held by a service provider may be exercised unless the optionee is then a service provider for the Corporation.

11. VESTING RESTRICTIONS

Options issued under the Plan may vest and become exercisable at the discretion of the Board provided that if required by any stock exchange on which the shares of the Corporation trade: (i) any options granted at an Exercise Price calculated as an allowable discount to the applicable market price shall contain such vesting restrictions as may be required by such stock exchange; and (ii) any options granted to an Investor Relations Person must vest in stages over not less than 12 months with no more than one-quarter (1/4) of the aggregate number of options granted vesting in any single three month period.

12. EVIDENCE OF OPTIONS

Each option granted under the Plan shall be embodied in a written option agreement between the Corporation and the optionee which shall give effect to the provisions of the Plan.

13. CESSATION OF PROVISION OF SERVICES

Subject to Section 14 below, if any optionee ceases to be an Eligible Person of the Corporation for any reason, other than as a result of having been dismissed for cause or as a result of the optionee's death, such optionee shall have the right for a period of 90 days (or until the normal expiry date of the option rights of such optionee, if earlier) from the date of ceasing to be an Eligible Person to exercise options of such optionee, to the extent they were exercisable on the date of ceasing to be an Eligible Person, subject to extension by the Board to a maximum of one year with approval from the TSXV. Upon the expiration of such 90-day (or one year) period all unexercised options of that optionee shall immediately become terminated and shall lapse notwithstanding the original term of option granted to such optionee under the Plan.

If an optionee ceases to be either an Eligible Person as a result of having been dismissed from any such position for cause, all unexercised options of that optionee under the Plan shall immediately become terminated and shall lapse, notwithstanding the original term of the option granted to such optionee under the Plan.

If an optionee engaged in providing Investor Relations Activities to the Corporation ceases to be employed in providing such Investor Relations Activities, such optionee shall have the right for a period of 30 days (or until the normal expiry date of the option rights of such optionee if earlier) from the date of ceasing to provide such Investor Relations Activities to exercise options of such optionee under the Plan to the extent they were exercisable on the date of ceasing to provide such Investor Relations Activities. Upon the expiration of such 30-day period all unexercised options of that optionee shall immediately become terminated and shall lapse notwithstanding the original term of the option granted to such optionee under the Plan.

14. DEATH OF OPTIONEE

In the event of the death of an optionee during the currency of the optionee's option, the option theretofore granted to the optionee shall vest and be exercisable within, but only within, the period of one year next succeeding the optionee's death (unless such period is extended by the Board with approval from the TSXV where required) or until the normal expiry date of the option rights of such optionee if earlier.

15. NON-ASSIGNABILITY AND NON-TRANSFERABILITY OF OPTION

An option granted under the Plan shall be non-assignable and non-transferable by an optionee otherwise than by will or by the laws of descent and distribution, and such option shall be exercisable, during an optionee's lifetime, only by the optionee.

16. ADJUSTMENTS IN SHARES SUBJECT TO PLAN

The aggregate number and kind of shares available under the Plan shall be appropriately adjusted in the event of a reorganization, recapitalization, stock split, stock dividend, combination of shares, merger, consolidation, rights offering or any other change in the corporate structure or shares of the Corporation. The options granted under the Plan may contain such provisions as the Board may determine with respect to adjustments to be made in the number and kind of shares covered by such options and in the option price in the event of any such change. If there is a reduction in the exercise price of the options of an insider of the Corporation, the Corporation will be required to obtain approval from disinterested shareholders.

17. NOTICE OF SALE OF ALL OR SUBSTANTIALLY ALL SHARES OR ASSETS

If at any time when an option granted under this Plan remains unexercised with respect to any optioned shares:

- (a) the Corporation seeks approval from its shareholders for a transaction which, if completed, would constitute an Acceleration Event; or
- (b) a third party makes a bona fide formal offer or proposal to the Corporation or its shareholders which, if accepted, would constitute an Acceleration Event;

the Corporation shall notify the optionee in writing of such transaction, offer or proposal as soon as practicable and, provided that the Board has determined that no adjustment shall be made pursuant to Section 16 hereof, (i) the Board may permit the optionee to exercise the option granted under this Plan, as to all or any of the optioned shares in respect of which such option has not previously been exercised (regardless of any vesting restrictions), during the period specified in the notice (but in no event later than the expiry date of the option), so that the optionee may participate in such transaction, offer or proposal; and (ii) the Board may require the acceleration of the time for the exercise of the said option and of the time for the fulfilment of any conditions or restrictions on such exercise. For greater certainty, upon an Acceleration Event, optionees shall not be treated any more favourably than shareholders with respect to the consideration that the optionees may be entitled to receive for their shares.

Further, the Board, in its sole discretion, may authorize and implement any one or more of the following additional courses of action in the event of an Acceleration Event:

- (a) terminating without any payment or other consideration, any options not exercised or surrendered by the effective time of the Acceleration Event;
- (b) causing the Corporation to offer to acquire from each optionee his or her options for a cash payment equal to the In-The-Money Amount, and any options not so surrendered or exercised by the effective time of the Acceleration Event will be deemed to have expired; and
- (c) an option granted under the Plan be exchanged for an option to acquire, for the same aggregate consideration, that number and type of securities as would be distributed to the optionee in respect of the shares issued to the optionee had he or she exercised the option prior to the effective time of the Acceleration Event, provided that any such replacement option must provide that it survives for a period of not less than one year from the effective time of the Acceleration Event, regardless of the continuing directorship, officership or employment of the optionee.

For greater certainty, and notwithstanding anything else to the contrary contained in the Plan, the Board shall have the power, in its sole discretion, in any Acceleration Event which may or has occurred, to make such arrangements as it shall deem appropriate for the exercise of outstanding options including, without limitation, to modify the terms of the Plan and/or the options as contemplated above. If the Board exercises such power, the options shall be deemed to have been amended to permit the exercise thereof in whole or in part by the optionee at any time or from time to time as determined by the Board prior to or in conjunction with completion of the Acceleration Event.

18. EMPLOYMENT

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

19. NO SHAREHOLDER RIGHTS PRIOR TO EXERCISE

An optionee shall have no rights whatsoever as a shareholder in respect of any of the optioned shares (including any right to receive dividends or other distributions therefrom or thereon) other than in respect of optioned shares in respect of which the optionee shall have exercised the option to purchase hereunder and which the optionee shall have actually taken up and paid for.

20. TAX MATTERS

The Corporation shall have the power and the right to deduct or withhold, or require an optionee to remit to the Corporation, the required amount to satisfy federal, provincial and local taxes, domestic or foreign, required by law or regulation to be withheld with respect to any taxable event arising as a result of the Plan, including the grant or exercise of any option granted under the Plan. With respect to any required withholding, the Corporation shall have the irrevocable right to, and the optionee consents to, the Corporation setting off any amounts required to be withheld, in whole or in part, against amounts otherwise owing by the Corporation to the optionee (whether arising pursuant to the optionee's relationship as a director, officer, employee or consultant of the Corporation or otherwise), or may make such other arrangements that are satisfactory to the optionee and the Corporation. In addition, the Corporation may elect, in its sole discretion, to satisfy the withholding requirement, in whole or in part, by withholding such number of shares issuable upon exercise of the options as it determines are required to be sold by the Corporation, as trustee, to satisfy any withholding obligations net of selling costs. The optionee consents to such sale and grants to the Corporation an irrevocable power of attorney to effect the sale of such shares issuable upon exercise of the options and acknowledges and agrees that the Corporation does not accept responsibility for the price obtained on the sale of such shares issuable upon exercise of the options

21. AMENDMENT AND TERMINATION OF THE PLAN

Subject to any requisite shareholder and regulatory approvals, the Board may at any time amend or terminate the Plan.

22. EFFECTIVE DATE OF THE PLAN

The Plan becomes effective on the date of its approval by the shareholders of the Corporation.

23. GOVERNING LAW

This Plan shall be construed in accordance with and be governed by the laws of the Province of British Columbia and shall be deemed to have been made in said Province, and shall be in accordance with all applicable securities laws.

Schedule “M”
CAMEX ANNUAL FINANCIAL STATEMENTS

Schedule “N”
CAMEX INTERIM FINANCIAL STATEMENTS

Schedule “O”
CAMEX ANNUAL MANAGEMENT’S DISCUSSION AND ANALYSIS

Schedule “P”
CAMEX INTERIM MANAGEMENT’S DISCUSSION AND ANALYSIS

Schedule “Q”
DESERT LION ANNUAL FINANCIAL STATEMENTS

Schedule “R”
DESERT LION INTERIM FINANCIAL STATEMENTS

Schedule “S”
DESERT LION ANNUAL MANAGEMENT’S DISCUSSION AND ANALYSIS

Schedule “T”
DESERT LION INTERIM MANAGEMENT’S DISCUSSION AND ANALYSIS

Schedule “U”
PRO FORMA FINANCIAL STATEMENTS

Schedule “V”
SECTION 185 OF THE OBCA

185.(1) **Rights of dissenting shareholders.** Subject to subsection (3) and to sections 186 and 248, if a corporation resolves to,

- (a) amend its articles under section 168 to add, remove or change restrictions on the issue, transfer or ownership of shares of a class or series of the shares of the corporation;
- (b) amend its articles under section 168 to add, remove or change any restriction upon the business or businesses that the corporation may carry on or upon the powers that the corporation may exercise;
- (c) amalgamate with another corporation under sections 175 and 176;
- (d) be continued under the laws of another jurisdiction under section 181; or
- (e) sell, lease or exchange all or substantially all its property under subsection 184 (3),

a holder of shares of any class or series entitled to vote on the resolution may dissent.

(2) **Idem.** If a corporation resolves to amend its articles in a manner referred to in subsection 170 (1), a holder of shares of any class or series entitled to vote on the amendment under section 168 or 170 may dissent, except in respect of an amendment referred to in,

- (a) clause 170 (1) (a), (b) or (e) where the articles provide that the holders of shares of such class or series are not entitled to dissent; or
- (b) subsection 170 (5) or (6).

(2.1) **One class of shares.** The right to dissent described in subsection (2) applies even if there is only one class of shares.

(3) **Exception.** A shareholder of a corporation incorporated before the 29th day of July, 1983 is not entitled to dissent under this section in respect of an amendment of the articles of the corporation to the extent that the amendment,

- (a) amends the express terms of any provision of the articles of the corporation to conform to the terms of the provision as deemed to be amended by section 277; or
- (b) deletes from the articles of the corporation all of the objects of the corporation set out in its articles, provided that the deletion is made by the 29th day of July, 1986.

(4) **Shareholder’s right to be paid fair value.** In addition to any other right the shareholder may have, but subject to subsection (30), a shareholder who complies with this section is entitled, when the action approved by the resolution from which the shareholder dissents becomes effective, to be paid by the corporation the fair value of the shares held by the shareholder in respect of which the shareholder dissents, determined as of the close of business on the day before the resolution was adopted.

(5) **No partial dissent.** A dissenting shareholder may only claim under this section with respect to all the shares of a class held by the dissenting shareholder on behalf of any one beneficial owner and registered in the name of the dissenting shareholder.

(6) **Objection.** A dissenting shareholder shall send to the corporation, at or before any meeting of shareholders at which a resolution referred to in subsection (1) or (2) is to be voted on, a written objection to the resolution,

unless the corporation did not give notice to the shareholder of the purpose of the meeting or of the shareholder's right to dissent.

- (7) **Idem.** The execution or exercise of a proxy does not constitute a written objection for purposes of subsection (6).
- (8) **Notice of adoption of resolution.** The corporation shall, within ten days after the shareholders adopt the resolution, send to each shareholder who has filed the objection referred to in subsection (6) notice that the resolution has been adopted, but such notice is not required to be sent to any shareholder who voted for the resolution or who has withdrawn the objection.
- (9) **Idem.** A notice sent under subsection (8) shall set out the rights of the dissenting shareholder and the procedures to be followed to exercise those rights.
- (10) **Demand for payment of fair value.** A dissenting shareholder entitled to receive notice under subsection (8) shall, within twenty days after receiving such notice, or, if the shareholder does not receive such notice, within twenty days after learning that the resolution has been adopted, send to the corporation a written notice containing,
 - (a) the shareholder's name and address;
 - (b) the number and class of shares in respect of which the shareholder dissents; and
 - (c) a demand for payment of the fair value of such shares.
- (11) **Certificates to be sent in.** Not later than the thirtieth day after the sending of a notice under subsection (10), a dissenting shareholder shall send the certificates representing the shares in respect of which the shareholder dissents to the corporation or its transfer agent.
- (12) **Idem.** A dissenting shareholder who fails to comply with subsections (6), (10) and (11) has no right to make a claim under this section.
- (13) **Endorsement on certificate.** A corporation or its transfer agent shall endorse on any share certificate received under subsection (11) a notice that the holder is a dissenting shareholder under this section and shall return forthwith the share certificates to the dissenting shareholder.
- (14) **Rights of dissenting shareholder.** On sending a notice under subsection (10), a dissenting shareholder ceases to have any rights as a shareholder other than the right to be paid the fair value of the shares as determined under this section except where,
 - (a) the dissenting shareholder withdraws notice before the corporation makes an offer under subsection (15);
 - (b) the corporation fails to make an offer in accordance with subsection (15) and the dissenting shareholder withdraws notice; or
 - (c) the directors revoke a resolution to amend the articles under subsection 168 (3), terminate an amalgamation agreement under subsection 176 (5) or an application for continuance under subsection 181 (5), or abandon a sale, lease or exchange under subsection 184 (8),

in which case the dissenting shareholder's rights are reinstated as of the date the dissenting shareholder sent the notice referred to in subsection (10), and the dissenting shareholder is entitled, upon presentation and surrender to the corporation or its transfer agent of any certificate representing the shares that has been endorsed in accordance with subsection (13), to be issued a new certificate representing the same number of shares as the certificate so presented, without payment of any fee.

- (15) **Offer to pay.** A corporation shall, not later than seven days after the later of the day on which the action approved by the resolution is effective or the day the corporation received the notice referred to in subsection (10), send to each dissenting shareholder who has sent such notice,
- (a) a written offer to pay for the dissenting shareholder's shares in an amount considered by the directors of the corporation to be the fair value thereof, accompanied by a statement showing how the fair value was determined; or
 - (b) if subsection (30) applies, a notification that it is unable lawfully to pay dissenting shareholders for their shares.
- (16) **Idem.** Every offer made under subsection (15) for shares of the same class or series shall be on the same terms.
- (17) **Idem.** Subject to subsection (30), a corporation shall pay for the shares of a dissenting shareholder within ten days after an offer made under subsection (15) has been accepted, but any such offer lapses if the corporation does not receive an acceptance thereof within thirty days after the offer has been made.
- (18) **Application to court to fix fair value.** Where a corporation fails to make an offer under subsection (15) or if a dissenting shareholder fails to accept an offer, the corporation may, within fifty days after the action approved by the resolution is effective or within such further period as the court may allow, apply to the court to fix a fair value for the shares of any dissenting shareholder.
- (19) **Idem.** If a corporation fails to apply to the court under subsection (18), a dissenting shareholder may apply to the court for the same purpose within a further period of twenty days or within such further period as the court may allow.
- (20) **Idem.** A dissenting shareholder is not required to give security for costs in an application made under subsection (18) or (19).
- (21) **Costs.** If a corporation fails to comply with subsection (15), then the costs of a shareholder application under subsection (19) are to be borne by the corporation unless the court otherwise orders.
- (22) **Notice to shareholders.** Before making application to the court under subsection (18) or not later than seven days after receiving notice of an application to the court under subsection (19), as the case may be, a corporation shall give notice to each dissenting shareholder who, at the date upon which the notice is given,
- (a) has sent to the corporation the notice referred to in subsection (10); and
 - (b) has not accepted an offer made by the corporation under subsection (15), if such an offer was made,
- of the date, place and consequences of the application and of the dissenting shareholder's right to appear and be heard in person or by counsel, and a similar notice shall be given to each dissenting shareholder who, after the date of such first mentioned notice and before termination of the proceedings commenced by the application, satisfies the conditions set out in clauses (a) and (b) within three days after the dissenting shareholder satisfies such conditions.
- (23) **Parties joined.** All dissenting shareholders who satisfy the conditions set out in clauses (22) (a) and (b) shall be deemed to be joined as parties to an application under subsection (18) or (19) on the later of the date upon which the application is brought and the date upon which they satisfy the conditions, and shall be bound by the decision rendered by the court in the proceedings commenced by the application.
- (24) **Idem.** Upon an application to the court under subsection (18) or (19), the court may determine whether any other person is a dissenting shareholder who should be joined as a party, and the court shall fix a fair value for the shares of all dissenting shareholders.

- (25) **Appraisers.** The court may in its discretion appoint one or more appraisers to assist the court to fix a fair value for the shares of the dissenting shareholders.
- (26) **Final order.** The final order of the court in the proceedings commenced by an application under subsection (18) or (19) shall be rendered against the corporation and in favour of each dissenting shareholder who, whether before or after the date of the order, complies with the conditions set out in clauses (22) (a) and (b).
- (27) **Interest.** The court may in its discretion allow a reasonable rate of interest on the amount payable to each dissenting shareholder from the date the action approved by the resolution is effective until the date of payment.
- (28) **Where corporation unable to pay.** Where subsection (30) applies, the corporation shall, within ten days after the pronouncement of an order under subsection (26), notify each dissenting shareholder that it is unable lawfully to pay dissenting shareholders for their shares.
- (29) **Idem.** Where subsection (30) applies, a dissenting shareholder, by written notice sent to the corporation within thirty days after receiving a notice under subsection (28), may,
- (a) withdraw a notice of dissent, in which case the corporation is deemed to consent to the withdrawal and the shareholder's full rights are reinstated; or
 - (b) retain a status as a claimant against the corporation, to be paid as soon as the corporation is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the corporation but in priority to its shareholders.
- (30) **Idem.** A corporation shall not make a payment to a dissenting shareholder under this section if there are reasonable grounds for believing that,
- (a) the corporation is or, after the payment, would be unable to pay its liabilities as they become due; or
 - (b) the realizable value of the corporation's assets would thereby be less than the aggregate of its liabilities.
- (31) **Court order.** Upon application by a corporation that proposes to take any of the actions referred to in subsection (1) or (2), the court may, if satisfied that the proposed action is not in all the circumstances one that should give rise to the rights arising under subsection (4), by order declare that those rights will not arise upon the taking of the proposed action, and the order may be subject to compliance upon such terms and conditions as the court thinks fit and, if the corporation is an offering corporation, notice of any such application and a copy of any order made by the court upon such application shall be served upon the Commission.
- (32) **Commission may appear.** The Commission may appoint counsel to assist the court upon the hearing of an application under subsection (31), if the corporation is an offering corporation.

Schedule “W”
DIVISION 2 OF PART 8 OF THE BCBCA

Definitions and application

237 (1) In this Division:

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

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

“**payout value**” means,

- (a) in the case of a dissent in respect of a resolution, the fair value that the notice shares had immediately before the passing of the resolution,
- (b) in the case of a dissent in respect of an arrangement approved by a court order made under section 291 (2) (c) that permits dissent, the fair value that the notice shares had immediately before the passing of the resolution adopting the arrangement,
- (c) in the case of a dissent in respect of a matter approved or authorized by any other court order that permits dissent, the fair value that the notice shares had at the time specified by the court order, or
- (d) in the case of a dissent in respect of a community contribution company, the value of the notice shares set out in the regulations, excluding any appreciation or depreciation in anticipation of the corporate action approved or authorized by the resolution or court order unless exclusion would be inequitable.

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

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

Right to dissent

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

- (a) under section 260, in respect of a resolution to alter the articles
 - (i) to alter restrictions on the powers of the company or on the business the company is permitted to carry on, or
 - (ii) without limiting subparagraph (i), in the case of a community contribution company, to alter any of the company’s community purposes within the meaning of section 51.91;
- (b) under section 272, in respect of a resolution to adopt an amalgamation agreement;
- (c) under section 287, in respect of a resolution to approve an amalgamation under Division 4 of Part 9;
- (d) in respect of a resolution to approve an arrangement, the terms of which arrangement permit dissent;

- (e) under section 301 (5), in respect of a resolution to authorize or ratify the sale, lease or other disposition of all or substantially all of the company's undertaking;
- (f) under section 309, in respect of a resolution to authorize the continuation of the company into a jurisdiction other than British Columbia;
- (g) in respect of any other resolution, if dissent is authorized by the resolution;
- (h) in respect of any court order that permits dissent.

(2) A shareholder wishing to dissent must

- (a) prepare a separate notice of dissent under section 242 for
 - (i) the shareholder, if the shareholder is dissenting on the shareholder's own behalf, and
 - (ii) each other person who beneficially owns shares registered in the shareholder's name and on whose behalf the shareholder is dissenting,
- (b) identify in each notice of dissent, in accordance with section 242 (4), the person on whose behalf dissent is being exercised in that notice of dissent, and
- (c) dissent with respect to all of the shares, registered in the shareholder's name, of which the person identified under paragraph (b) of this subsection is the beneficial owner.

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

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

Waiver of right to dissent

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

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

- (a) provide to the company a separate waiver for
 - (i) the shareholder, if the shareholder is providing a waiver on the shareholder's own behalf, and
 - (ii) each other person who beneficially owns shares registered in the shareholder's name and on whose behalf the shareholder is providing a waiver, and
- (b) identify in each waiver the person on whose behalf the waiver is made.

(3) If a shareholder waives a right of dissent with respect to a particular corporate action and indicates in the waiver that the right to dissent is being waived on the shareholder's own behalf, the shareholder's right to dissent with respect to the particular corporate action terminates in respect of the shares of which the shareholder is both the registered owner and the beneficial owner, and this Division ceases to apply to

- (a) the shareholder in respect of the shares of which the shareholder is both the registered owner and the beneficial owner, and
- (b) any other shareholders, who are registered owners of shares beneficially owned by the first mentioned shareholder, in respect of the shares that are beneficially owned by the first mentioned shareholder.

(4) If a shareholder waives a right of dissent with respect to a particular corporate action and indicates in the waiver that the right to dissent is being waived on behalf of a specified person who beneficially owns shares registered in the name of the shareholder, the right of shareholders who are registered owners of shares beneficially owned by that specified person to dissent on behalf of that specified person with respect to the particular corporate action terminates and this Division ceases to apply to those shareholders in respect of the shares that are beneficially owned by that specified person.

Notice of resolution

240 (1) If a resolution in respect of which a shareholder is entitled to dissent is to be considered at a meeting of shareholders, the company must, at least the prescribed number of days before the date of the proposed meeting, send to each of its shareholders, whether or not their shares carry the right to vote,

- (a) a copy of the proposed resolution, and
- (b) a notice of the meeting that specifies the date of the meeting, and contains a statement advising of the right to send a notice of dissent.

(2) If a resolution in respect of which a shareholder is entitled to dissent is to be passed as a consent resolution of shareholders or as a resolution of directors and the earliest date on which that resolution can be passed is specified in the resolution or in the statement referred to in paragraph (b), the company may, at least 21 days before that specified date, send to each of its shareholders, whether or not their shares carry the right to vote,

- (a) a copy of the proposed resolution, and
- (b) a statement advising of the right to send a notice of dissent.

(3) If a resolution in respect of which a shareholder is entitled to dissent was or is to be passed as a resolution of shareholders without the company complying with subsection (1) or (2), or was or is to be passed as a directors' resolution without the company complying with subsection (2), the company must, before or within 14 days after the passing of the resolution, send to each of its shareholders who has not, on behalf of every person who beneficially owns shares registered in the name of the shareholder, consented to the resolution or voted in favour of the resolution, whether or not their shares carry the right to vote,

- (a) a copy of the resolution,
- (b) a statement advising of the right to send a notice of dissent, and
- (c) if the resolution has passed, notification of that fact and the date on which it was passed.

(4) Nothing in subsection (1), (2) or (3) gives a shareholder a right to vote in a meeting at which, or on a resolution on which, the shareholder would not otherwise be entitled to vote.

Notice of court orders

241 If a court order provides for a right of dissent, the company must, not later than 14 days after the date on which the company receives a copy of the entered order, send to each shareholder who is entitled to exercise that right of dissent

- (a) a copy of the entered order, and
- (b) a statement advising of the right to send a notice of dissent.

Notice of dissent

242 (1) A shareholder intending to dissent in respect of a resolution referred to in section 238 (1) (a), (b), (c), (d), (e) or (f) must,

- (a) if the company has complied with section 240 (1) or (2), send written notice of dissent to the company at least 2 days before the date on which the resolution is to be passed or can be passed, as the case may be,
- (b) if the company has complied with section 240 (3), send written notice of dissent to the company not more than 14 days after receiving the records referred to in that section, or
- (c) if the company has not complied with section 240 (1), (2) or (3), send written notice of dissent to the company not more than 14 days after the later of
 - (i) the date on which the shareholder learns that the resolution was passed, and
 - (ii) the date on which the shareholder learns that the shareholder is entitled to dissent.

(2) A shareholder intending to dissent in respect of a resolution referred to in section 238 (1)(g) must send written notice of dissent to the company

- (a) on or before the date specified by the resolution or in the statement referred to in section 240(2) (b) or (3)(b) as the last date by which notice of dissent must be sent, or
- (b) if the resolution or statement does not specify a date, in accordance with subsection (1) of this section.

(3) A shareholder intending to dissent under section 238(1)(h) in respect of a court order that permits dissent must send written notice of dissent to the company

- (a) within the number of days, specified by the court order, after the shareholder receives the records referred to in section 241, or
- (b) if the court order does not specify the number of days referred to in paragraph (a) of this subsection, within 14 days after the shareholder receives the records referred to in section 241.

(4) A notice of dissent sent under this section must set out the number, and the class and series, if applicable, of the notice shares, and must set out whichever of the following is applicable:

- (a) if the notice shares constitute all of the shares of which the shareholder is both the registered owner and beneficial owner and the shareholder owns no other shares of the company as beneficial owner, a statement to that effect;
- (b) if the notice shares constitute all of the shares of which the shareholder is both the registered owner and beneficial owner but the shareholder owns other shares of the company as beneficial owner, a statement to that effect and
 - (i) the names of the registered owners of those other shares,
 - (ii) the number, and the class and series, if applicable, of those other shares that are held by each of those registered owners, and

- (iii) a statement that notices of dissent are being, or have been, sent in respect of all of those other shares;
- (c) if dissent is being exercised by the shareholder on behalf of a beneficial owner who is not the dissenting shareholder, a statement to that effect and
 - (i) the name and address of the beneficial owner, and
 - (ii) a statement that the shareholder is dissenting in relation to all of the shares beneficially owned by the beneficial owner that are registered in the shareholder's name.

(5) The right of a shareholder to dissent on behalf of a beneficial owner of shares, including the shareholder, terminates and this Division ceases to apply to the shareholder in respect of that beneficial owner if subsections (1) to (4) of this section, as those subsections pertain to that beneficial owner, are not complied with.

Notice of intention to proceed

243 (1) A company that receives a notice of dissent under section 242 from a dissenter must,

- (a) if the company intends to act on the authority of the resolution or court order in respect of which the notice of dissent was sent, send a notice to the dissenter promptly after the later of
 - (i) the date on which the company forms the intention to proceed, and
 - (ii) the date on which the notice of dissent was received, or
- (b) if the company has acted on the authority of that resolution or court order, promptly send a notice to the dissenter.

(2) A notice sent under subsection (1)(a) or (b) of this section must

- (a) be dated not earlier than the date on which the notice is sent,
- (b) state that the company intends to act, or has acted, as the case may be, on the authority of the resolution or court order, and
- (c) advise the dissenter of the manner in which dissent is to be completed under section 244.

Completion of dissent

244 (1) A dissenter who receives a notice under section 243 must, if the dissenter wishes to proceed with the dissent, send to the company or its transfer agent for the notice shares, within one month after the date of the notice,

- (a) a written statement that the dissenter requires the company to purchase all of the notice shares,
- (b) the certificates, if any, representing the notice shares, and
- (c) if section 242(4)(c) applies, a written statement that complies with subsection (2) of this section.

(2) The written statement referred to in subsection (1)(c) must

- (a) be signed by the beneficial owner on whose behalf dissent is being exercised, and
- (b) set out whether or not the beneficial owner is the beneficial owner of other shares of the company and, if so, set out

- (i) the names of the registered owners of those other shares,
 - (ii) the number, and the class and series, if applicable, of those other shares that are held by each of those registered owners, and
 - (iii) that dissent is being exercised in respect of all of those other shares.
- (3) After the dissenter has complied with subsection (1),
- (a) the dissenter is deemed to have sold to the company the notice shares, and
 - (b) the company is deemed to have purchased those shares, and must comply with section 245, whether or not it is authorized to do so by, and despite any restriction in, its memorandum or articles.
- (4) Unless the court orders otherwise, if the dissenter fails to comply with subsection (1) of this section in relation to notice shares, the right of the dissenter to dissent with respect to those notice shares terminates and this Division, other than section 247, ceases to apply to the dissenter with respect to those notice shares.
- (5) Unless the court orders otherwise, if a person on whose behalf dissent is being exercised in relation to a particular corporate action fails to ensure that every shareholder who is a registered owner of any of the shares beneficially owned by that person complies with subsection (1) of this section, the right of shareholders who are registered owners of shares beneficially owned by that person to dissent on behalf of that person with respect to that corporate action terminates and this Division, other than section 247, ceases to apply to those shareholders in respect of the shares that are beneficially owned by that person.
- (6) A dissenter who has complied with subsection (1) of this section may not vote, or exercise or assert any rights of a shareholder, in respect of the notice shares, other than under this Division.

Payment for notice shares

245 (1) A company and a dissenter who has complied with section 244 (1) may agree on the amount of the payout value of the notice shares and, in that event, the company must

- (a) promptly pay that amount to the dissenter, or
 - (b) if subsection (5) of this section applies, promptly send a notice to the dissenter that the company is unable lawfully to pay dissenters for their shares.
- (2) A dissenter who has not entered into an agreement with the company under subsection (1) or the company may apply to the court and the court may
- (a) determine the payout value of the notice shares of those dissenters who have not entered into an agreement with the company under subsection (1), or order that the payout value of those notice shares be established by arbitration or by reference to the registrar, or a referee, of the court,
 - (b) join in the application each dissenter, other than a dissenter who has entered into an agreement with the company under subsection (1), who has complied with section 244(1), and
 - (c) make consequential orders and give directions it considers appropriate.
- (3) Promptly after a determination of the payout value for notice shares has been made under subsection (2)(a) of this section, the company must

- (a) pay to each dissenter who has complied with section 244(1) in relation to those notice shares, other than a dissenter who has entered into an agreement with the company under subsection (1) of this section, the payout value applicable to that dissenter's notice shares, or
- (b) if subsection (5) applies, promptly send a notice to the dissenter that the company is unable lawfully to pay dissenters for their shares.

(4) If a dissenter receives a notice under subsection (1)(b) or (3)(b),

- (a) the dissenter may, within 30 days after receipt, withdraw the dissenter's notice of dissent, in which case the company is deemed to consent to the withdrawal and this Division, other than section 247, ceases to apply to the dissenter with respect to the notice shares, or
- (b) if the dissenter does not withdraw the notice of dissent in accordance with paragraph (a) of this subsection, the dissenter retains a status as a claimant against the company, to be paid as soon as the company is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the company but in priority to its shareholders.

(5) A company must not make a payment to a dissenter under this section if there are reasonable grounds for believing that

- (a) the company is insolvent, or
- (b) the payment would render the company insolvent.

Loss of right to dissent

246 The right of a dissenter to dissent with respect to notice shares terminates and this Division, other than section 247, ceases to apply to the dissenter with respect to those notice shares, if, before payment is made to the dissenter of the full amount of money to which the dissenter is entitled under section 245 in relation to those notice shares, any of the following events occur:

- (a) the corporate action approved or authorized, or to be approved or authorized, by the resolution or court order in respect of which the notice of dissent was sent is abandoned;
- (b) the resolution in respect of which the notice of dissent was sent does not pass;
- (c) the resolution in respect of which the notice of dissent was sent is revoked before the corporate action approved or authorized by that resolution is taken;
- (d) the notice of dissent was sent in respect of a resolution adopting an amalgamation agreement and the amalgamation is abandoned or, by the terms of the agreement, will not proceed;
- (e) the arrangement in respect of which the notice of dissent was sent is abandoned or by its terms will not proceed;
- (f) a court permanently enjoins or sets aside the corporate action approved or authorized by the resolution or court order in respect of which the notice of dissent was sent;
- (g) with respect to the notice shares, the dissenter consents to, or votes in favour of, the resolution in respect of which the notice of dissent was sent;
- (h) the notice of dissent is withdrawn with the written consent of the company;

- (i) the court determines that the dissenter is not entitled to dissent under this Division or that the dissenter is not entitled to dissent with respect to the notice shares under this Division.

Shareholders entitled to return of shares and rights

247 If, under section 244(4) or (5), 245(4)(a) or 246, this Division, other than this section, ceases to apply to a dissenter with respect to notice shares,

- (a) the company must return to the dissenter each of the applicable share certificates, if any, sent under section 244(1)(b) or, if those share certificates are unavailable, replacements for those share certificates,
- (b) the dissenter regains any ability lost under section 244(6) to vote, or exercise or assert any rights of a shareholder, in respect of the notice shares, and
- (c) the dissenter must return any money that the company paid to the dissenter in respect of the notice shares under, or in purported compliance with, this Division.

Schedule “X”

COMPARISON OF SHAREHOLDER RIGHTS UNDER THE OBCA AND THE BCBCA

The OBCA provides shareholders with substantially the same rights as are available to shareholders under the BCBCA, including rights of dissent and appraisal and rights to bring derivative actions and oppression actions. However, there are certain differences between the two statutes and the regulations made thereunder.

The following is a summary of certain differences between the BCBCA and the OBCA, but it is not intended to be a comprehensive review of the two statutes. Reference should be made to the full text of both statutes and the regulations thereunder for particulars of any differences between them, and Camex Shareholders and Desert Lion Shareholders should consult their legal or other professional advisors with regard to all of the implications of the Arrangement which may be of importance to them.

Charter Documents

Under the BCBCA, the charter documents consist of a “notice of articles,” which sets forth, among other things, the name of the corporation and the amount and type of authorized capital, and “articles” which govern the management of the corporation. The notice of articles is filed with the Registrar of Companies, while articles are filed only with the corporation’s records office.

Under the OBCA, a corporation’s charter documents consist of “articles of incorporation” which set forth the name of the corporation and the amount and type of authorized capital, and the “by-laws” which govern the management of the corporation. The articles are filed with the Director under the OBCA and the by-laws are filed with the corporation’s registered office, or at another location designated by the corporation’s directors.

Sale of Business or Assets

Under the BCBCA, a corporation may sell, lease or otherwise dispose of all or substantially all of the undertaking of the corporation only if it is in the ordinary course of the corporation’s business or with shareholder approval authorized by special resolution. Under the BCBCA, a special resolution requires the approval of a “special majority”, which means the majority specified in a corporation’s articles, if such specified majority is at least two-thirds and not more than three-quarters of the votes cast by those shareholders voting in person or by proxy at a general meeting of the corporation. If the articles do not contain a provision stipulating the special majority, then a special resolution is passed by at least two-thirds of the votes cast on the resolution.

The OBCA requires approval of the holders of two-thirds of the shares of a corporation represented at a duly called meeting to approve a sale, lease or exchange of all or substantially all of the property of the corporation that is other than in the ordinary course of business of the corporation. If a sale, lease or exchange by a corporation would affect a particular class or series of shares of the corporation in a manner different from the shares of another class or series of the corporation entitled to vote on the sale, lease or exchange at the meeting, the holders of such first mentioned class or series of shares, whether or not they are otherwise entitled to vote, are entitled to vote separately as a class or series in respect to such sale, lease or exchange.

Amendments to the Charter Documents of a Corporation

Changes to the articles of a corporation under the BCBCA will be effected by the type of resolution specified in the articles of a corporation, which, for many alterations, including change of name or alterations to the articles, could provide for approval solely by a resolution of the directors. In the absence of anything in the articles, most corporate alterations will require a special resolution of the shareholders to be approved by not less than two-thirds of the votes cast by the shareholders voting on the resolution. Alteration of the special rights and restrictions attached to issued shares requires, subject to the requirements set forth in the corporation’s articles, consent by a special resolution. A proposed amalgamation or continuation of a corporation out of the jurisdiction generally requires shareholders approve such transaction by way of a special resolution.

Under the OBCA, certain amendments to the charter documents of a corporation require a resolution passed by not less than two-thirds of the votes cast by the shareholders voting on the resolution authorizing the amendments and, where certain specified rights of the holders of a class or series of shares are affected by the amendments differently than the rights of the holders of other classes or series of shares, such holders are entitled to vote separately as a class or series, whether or not such class or series of shares otherwise carry the right to vote. A resolution to amalgamate an OBCA corporation requires a special resolution passed by the holders of each class or series of shares, whether or not such shares otherwise carry the right to vote, if such class or series of shares are affected differently.

Rights of Dissent and Appraisal

The BCBCA provides that shareholders, including beneficial holders, who dissent from certain actions being taken by a corporation, may exercise a right of dissent and require the corporation to purchase the shares held by such shareholder at the fair value of such shares. The dissent right is applicable where the corporation proposes to:

- (a) alter the articles to alter restrictions on the powers of the corporation or on the business it is permitted to carry on;
- (b) adopt an amalgamation agreement;
- (c) approve an amalgamation under Division 4 of Part 9 of the BCBCA;
- (d) approve an arrangement, the terms of which arrangement permit dissent;
- (e) authorize or ratify the sale, lease or other disposition of all or substantially all of the corporation's undertaking; or
- (f) authorize the continuation of the corporation into a jurisdiction other than British Columbia.

Shareholders may also be entitled to dissent in respect of any other resolution of the corporation if dissent is authorized by such resolution or in respect of any court order that permits dissent.

The OBCA contains a similar dissent remedy to that contained in the BCBCA, although the procedure for exercising this remedy is different. Subject to specified exceptions, dissent rights are available where the corporation resolves to:

- (a) amend its articles to add, remove or change restrictions on the issue, transfer or ownership of shares of a class or series of the shares of the corporation;
- (b) amend its articles to add, remove or change any restriction upon the business or businesses that the corporation may carry on or upon the powers that the corporation may exercise;
- (c) amalgamate with another corporation;
- (d) be continued under the laws of another jurisdiction; or
- (e) sell, lease or exchange all or substantially all its property.

Oppression Remedies

Under the OBCA a registered shareholder, beneficial shareholder, former registered shareholder or beneficial shareholder, director, former director, officer, former officer of a corporation or any of its affiliates, or any other person who, in the discretion of a court, is a proper person to seek an oppression remedy, and in the case of an offering corporation, the Ontario Securities Commission, may apply to a court for an order to rectify the matters complained of where in respect of a corporation or any of its affiliates:

- (a) any act or omission of a corporation or its affiliates effects or threatens to effect a result;
- (b) the business or affairs of a corporation or its affiliates are or have been or are threatened to be carried on or conducted in a manner; or
- (c) the powers of the directors of the corporation or any of its affiliates are, have been or are threatened to be exercised in a manner,

that is oppressive or unfairly prejudicial to, or that unfairly disregards the interests of any security holder, creditor, director or officer of the corporation.

On such an application, the court may make such order as it sees fit, including but not limited to, an order restraining the conduct complained of.

The oppression remedy under the BCBCA is similar to the remedy found in the OBCA, with a few differences. Under the OBCA, the applicant can complain not only about acts of the corporation and its directors but also acts of an affiliate of the corporation and the affiliate's directors, whereas under the BCBCA, the shareholder can only complain of oppressive conduct of the corporation. Under the BCBCA the applicant must bring the application in a timely manner, which is not required under the OBCA, and the court may make an order in respect of the complaint if it is satisfied that the application was brought by the shareholder in a timely manner. As with the OBCA, the court may make such order as it sees fit, including an order to prohibit any act proposed by the corporation. Under the OBCA a corporation is prohibited from making a payment to a successful applicant in an oppression claim if there are reasonable grounds for believing that (a) the corporation is, or after the payment, would be unable to pay its liabilities as they become due, or (b) the realization value of the corporation's assets would thereby be less than the aggregate of its liabilities; under the BCBCA, if there are reasonable grounds for believing that the corporation is, or after a payment to a successful applicant in an oppression claim would be, unable to pay its debts as they become due in the ordinary course of business, the corporation must make as much of the payment as possible and pay the balance when the corporation is able to do so.

Shareholder Derivative Actions

Under the BCBCA, a shareholder, defined as including a beneficial shareholder and any other person whom the court considers to be an appropriate person to make an application under the BCBCA, or a director of a corporation may, with leave of the court, bring a legal proceeding in the name and on behalf of the corporation to enforce an obligation owed to the corporation that could be enforced by the corporation itself, or to obtain damages for any breach of such an obligation. An applicant may also, with leave of the court, defend a legal proceeding brought against a corporation.

A broader right to bring a derivative action is contained in the OBCA than is found in the BCBCA, and this right extends to former shareholders, directors or officers of a corporation or its affiliates, and any person who, in the discretion of the court, is a proper person to make an application to court to bring a derivative action. In addition, the OBCA permits derivative actions to be commenced in the name and on behalf of a corporation or any of its subsidiaries. The complainant must provide the directors of the corporation or its subsidiary with fourteen days' notice of the complainant's intention to apply to the court to bring a derivative action, unless all of the directors of the corporation or its subsidiary are defendants in the action.

Requisition of Meetings

The BCBCA provides that one or more shareholders of a corporation holding not less than 5% of the issued shares that carry the right to vote at general meetings of the corporation may give notice to the directors requiring them to call and hold a general meeting which meeting must be held within 4 months. Subject to certain exceptions, if the directors fail to provide notice of a meeting within 21 days of receiving the requisition, the requisitioning shareholders, or any one or more of them holding, in the aggregate, more than 2.5% of the issued shares of the corporation that carry the right to vote at general meetings may send notice of a general meeting to be held to transact the business stated in the requisition.

The OBCA permits the holders of not less than 5% of the issued shares of a corporation that carry the right to vote to require the directors to call and hold a meeting of the shareholders of the corporation for the purposes stated in the requisition. Subject to certain exceptions, if the directors fail to provide notice of a meeting within 21 days of receiving the requisition, any shareholder who signed the requisition may call the meeting.

Form and Solicitation of Proxies, Information Circular

Under the BCBCA, the management of a public corporation, concurrently with sending a notice of meeting of shareholders, must send a form of proxy to each shareholder who is entitled to vote at the meeting as well as an information circular containing prescribed information regarding the matters to be dealt with at the meeting. The required information is substantially the same as the requirements that apply to the corporation under applicable securities laws. The BCBCA does not place any restriction on the method of soliciting proxies.

The OBCA also contains provisions prescribing the form and content of notices of meeting and information circulars. Under the OBCA, a person who solicits proxies, other than by or on behalf of management of the corporation, must send a dissident's proxy circular in prescribed form to each shareholder whose proxy is solicited and certain other recipients. Pursuant to the OBCA a person may solicit proxies without sending a dissident's proxy circular if either (i) the total number of shareholders whose proxies solicited is 15 or fewer (with two or more joint holders being counted as one shareholder), or (ii) the solicitation is, in certain prescribed circumstances, conveyed by public broadcast, speech or publication.

Place of Shareholders' Meetings

The BCBCA requires all meetings of shareholders to be held in British Columbia unless: (i) a location outside the province of British Columbia is provided for in the articles; (ii) the articles do not restrict the corporation from approving a location outside of the province of British Columbia for holding of the general meeting and the location of the meeting is approved by the resolution required by the articles for that purpose, or, if no resolution is required for that purpose by the articles, approved by ordinary resolution if no resolution is required for that purpose by the articles; or (iii) if the location for the meeting is approved in writing by the registrar before the meeting is held.

The OBCA provides that, subject to the articles and any unanimous shareholder agreement, meetings of shareholders may be held either inside or outside Ontario as the directors may determine, or in the absence of such a determination, at the place where the registered office of the corporation is located.

Directors' Residency Requirements

The BCBCA provides that a public corporation must have at least three directors but does not have any residency requirements for directors.

The OBCA requires that at least 25% of directors be resident Canadians, unless the corporation has less than four directors, in which case at least one director must be a resident Canadian.

Removal of Directors

The BCBCA provides that the shareholders of a corporation may remove one or more directors by a special resolution or by any other type of resolution or method specified in the articles. If holders of a class or series of shares have the exclusive right to elect or appoint one or more directors, a director so elected or appointed may only be removed by a separate special resolution of the shareholders of that class or series or by any other type of resolution or method specified in the articles.

The OBCA provides that the shareholders of a corporation may by ordinary resolution at an annual or special meeting remove any director or directors from office. An ordinary resolution under the OBCA requires the resolution to be passed, with or without amendment, at the meeting by at least a majority of the votes cast. The OBCA further provides that where the holders of any class or series of shares of a corporation have an exclusive right to elect one or

more directors, a director so elected may only be removed by an ordinary resolution at a meeting of the shareholders of that class or series.

Meaning of “Insolvent”

Under the BCBCA, for purposes of the insolvency test that must be passed for the payment of dividends and purchases and redemptions of shares, “insolvent” is defined to mean when a corporation is unable to pay its debts as they become due in the ordinary course of its business. Unlike the OBCA, the BCBCA does not impose a net asset solvency test for these purposes. For purposes of proceedings to dissolve or liquidate, the definition of “insolvent” from federal bankruptcy legislation applies.

Under the OBCA, a corporation may not pay dividends or purchase or redeem its shares if there are reasonable grounds for believing (i) it is or would be unable to pay its liabilities as they become due; or (ii) it would not meet a net asset solvency test. The net asset solvency tests for different purposes vary somewhat.

Reduction of Capital

Under the BCBCA, capital may be reduced by special resolution or court order. A court order is required if the realizable value of the corporation’s assets would, after the reduction of capital, be less than the aggregate of its liabilities.

Under the OBCA, capital may be reduced by special resolution but not if there are reasonable grounds for believing that, after the reduction, (i) the corporation would be unable to pay its liabilities as they become due; or (ii) the realizable value of the corporation’s assets would be less than its liabilities.

Shareholder Proposals

The BCBCA includes a more detailed regime for shareholders’ proposals than the OBCA. For example, a person submitting a proposal must have been the registered or beneficial owner of one or more voting shares for an uninterrupted period of at least two years before the date of the signing of the proposal. In addition, the proposal must be signed by shareholders who, together with the submitter, are registered or beneficial owners of (i) at least 1% of the corporation’s voting shares, or (ii) shares with a fair market value exceeding an amount prescribed by regulation (at present, C\$2,000).

The OBCA allows shareholders entitled to vote or a beneficial owner of shares that are entitled to be voted to submit a notice of a proposal.

Compulsory Acquisition

The OBCA provides a right of compulsory acquisition for an offeror that acquires 90% of the target securities pursuant to a take-over bid or issuer bid, other than securities held at the date of the bid by or on behalf of the offeror.

The BCBCA provides a substantively similar right although there are differences in the procedures and process. Unlike the OBCA, the BCBCA provides that where an offeror does not use the compulsory acquisition right when entitled to do so, a securityholder who did not accept the original offer may require the offeror to acquire the securityholder’s securities on the same terms contained in the original offer.

Investigation/Appointment of Inspectors

Under the BCBCA, a corporation may appoint an inspector by special resolution. Shareholders holding, in the aggregate, at least 20% of the issued shares of a corporation may apply to the court for the appointment of an inspector. The court must consider whether there are reasonable grounds for believing there has been oppressive, unfairly prejudicial, fraudulent, unlawful or dishonest conduct.

Under the OBCA, shareholders can apply to the court for the appointment of an inspector. Unlike the BCBCA, the OBCA does not require an applicant to hold a specified number of shares.

Schedule “Y”
CAMEX AUDIT COMMITTEE CHARTER

1. Mandate

The audit committee will assist the board of directors (the “Board”) in fulfilling its financial oversight responsibilities. The audit committee will review and consider in consultation with the auditors the financial reporting process, the system of internal control and the audit process. In performing its duties, the committee will maintain effective working relationships with the Board, management, and the external auditors. To effectively perform his or her role, each committee member must obtain an understanding of the principal responsibilities of committee membership as well and the company’s business, operations and risks.

2. Composition

The Board will appoint from among their membership an audit committee after each annual general meeting of the shareholders of the Company. The audit committee will consist of a minimum of three directors.

2.1 Independence

A majority of the members of the audit committee must not be officers, employees or control persons of the Company. If the Company ceases to be a "venture issuer" as that term is defined in Multilateral Instrument 52-110 entitled “Audit Committees” (“MI 52-110”), then all of the members of the audit committee shall be free from any material relationship with the Company within the meaning of MI 52-110.

2.2 Financial Literacy of Committee Members

Each member of the audit committee must be financially literate or must become financially literate within a reasonable period of time after his or her appointment to the committee. A person is generally considered "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.

3. Meetings

The audit committee shall meet at least annually with the Company’s Chief Financial Officer and external auditors in separate executive sessions.

4. Roles and Responsibilities

The audit committee shall fulfill the following roles and discharge the following responsibilities:

4.1 External Audit

The audit committee shall be directly responsible for overseeing the work of the external auditors in preparing or issuing the auditor’s report, including the resolution of disagreements between

management and the external auditors regarding financial reporting and audit scope or procedures. In carrying out this duty, the audit committee shall:

- (a) recommend to the Board the external auditor to be nominated by the shareholders for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services for the Company;
- (b) review (by discussion and enquiry) the external auditors' proposed audit scope and approach;
- (c) review the performance of the external auditors and recommend to the Board the appointment or discharge of the external auditors;
- (d) review and recommend to the Board the compensation to be paid to the external auditors; and
- (e) review and confirm the independence of the external auditors by reviewing the non-audit services provided and the external auditors' assertion of their independence in accordance with professional standards.

4.2 *Internal Control*

The audit committee shall consider whether adequate controls are in place over annual and interim financial reporting as well as controls over assets, transactions and the creation of obligations, commitments and liabilities of the Company. In carrying out this duty, the audit committee shall:

- (a) evaluate the adequacy and effectiveness of management's system of internal controls over the accounting and financial reporting system within the Company; and
- (b) ensure that the external auditors discuss with the audit committee any event or matter which suggests the possibility of fraud, illegal acts or deficiencies in internal controls.

4.3 *Financial Reporting*

The audit committee shall review the financial statements and financial information prior to its release to the public. In carrying out this duty, the audit committee shall:

General

- (a) review significant accounting and financial reporting issues, especially complex, unusual and related party transactions; and
- (b) review and ensure that the accounting principles selected by management in preparing financial statements are appropriate.

Annual Financial Statements

- (a) review the draft annual financial statements and provide a recommendation to the Board with respect to the approval of the financial statements;
- (b) meet with management and the external auditors to review the financial statements and the results of the audit, including any difficulties encountered; and
- (c) review management's discussion & analysis respecting the annual reporting period prior to its release to the public.

Interim Financial Statements

- (a) review and approve the interim financial statements prior to their release to the public; and
- (b) review management's discussion & analysis respecting the interim reporting period prior to its release to the public.

Release of Financial Information

- (a) where reasonably possible, review and approve all public disclosure, including news releases, containing financial information, prior to its release to the public.

4.4 *Non-Audit Services*

All non-audit services (being services other than services rendered for the audit and review of the financial statements or services that are normally provided by the external auditor in connection with statutory and regulatory filings or engagements) which are proposed to be provided by the external auditors to the Company or any subsidiary of the Company shall be subject to the prior approval of the audit committee.

Delegation of Authority

- (a) The audit committee may delegate to one or more independent members of the audit committee the authority to approve non-audit services, provided any non-audit services approved in this manner must be presented to the audit committee at its next scheduled meeting.

De-Minimis Non-Audit Services

- (a) The audit committee may satisfy the requirement for the pre-approval of non-audit services if:
 - (i) the aggregate amount of all 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 Company and its subsidiaries to the external auditor during the fiscal year in which the services are provided; or

- (ii) the services are brought to the attention of the audit committee and approved, prior to the completion of the audit, by the audit committee or by one or more of its members to whom authority to grant such approvals has been delegated.

Pre-Approval Policies and Procedures

(a) The audit committee may also satisfy the requirement for the pre-approval of non-audit services by adopting specific policies and procedures for the engagement of non-audit services, if:

- (i) the pre-approval policies and procedures are detailed as to the particular service;
- (ii) the audit committee is informed of each non-audit service; and
- (iii) the procedures do not include delegation of the audit committee's responsibilities to management.

4.5 Other Responsibilities

The audit committee shall:

- (a) establish procedures for the receipt, retention and treatment of complaints received by the company regarding accounting, internal accounting controls, or auditing matters;
- (b) establish procedures for the confidential, anonymous submission by employees of the company of concerns regarding questionable accounting or auditing matters;
- (c) ensure that significant findings and recommendations made by management and external auditor are received and discussed on a timely basis;
- (d) review the policies and procedures in effect for considering officers' expenses and perquisites;
- (e) perform other oversight functions as requested by the Board; and
- (f) review and update this Charter and receive approval of changes to this Charter from the Board.

4.6 Reporting Responsibilities

The audit committee shall regularly update the Board about committee activities and make appropriate recommendations.

5. Resources and Authority of the Audit Committee

The audit committee shall have the resources and the authority appropriate to discharge its responsibilities, including the authority to

- (a) engage independent counsel and other advisors as it determines necessary to carry out its duties;
- (b) set and pay the compensation for any advisors employed by the audit committee;
and
- (c) communicate directly with the internal and external auditors.

Schedule “Z”
CAMEX BOARD OF DIRECTORS APPROVAL

The contents and the sending of this Circular has been approved by the Camex Board.

Desert Lion has provided the information contained in this Circular concerning Desert Lion, and its subsidiaries, business, operations, financial information and financial statements. Camex assumes no responsibility for the accuracy or completeness of such information, nor for any omission on the part of Desert Lion to disclose facts or events which may affect the accuracy of any such information.

DATED at Toronto this 17th day of January, 2018.

BY ORDER OF THE BOARD

(signed) “*Scott Ackerman*”

Scott Ackerman
President and Chief Executive Officer

Schedule “AA”
DESERT LION BOARD OF DIRECTORS APPROVAL

The contents and the sending of this Circular has been approved by the Desert Lion Board.

Camex has provided the information contained in this Circular concerning Camex, and its subsidiaries, business, operations, financial information and financial statements. Desert Lion assumes no responsibility for the accuracy or completeness of such information, nor for any omission on the part of Camex to disclose facts or events which may affect the accuracy of any such information.

DATED at Toronto this 17th day of January, 2018.

BY ORDER OF THE BOARD

(signed) “*Tim Johnston*”

Tim Johnston
President and Chief Executive Officer

**Schedule “BB”
CERTIFICATE OF CAMEX**

January 17, 2018

The foregoing document contains full, true and plain disclosure of all material facts relating to the securities of Camex Energy Corp. assuming completion of the Business Combination.

“Scott Ackerman”

“Robert Chisholm”

Scott Ackerman
President, Chief Executive Officer and Director

Robert Chisholm
Chief Financial Officer

On behalf of the Board of Directors of Camex

“Craig Goldenberger”

“Rick Cox”

Craig Goldenberger
Director

Rick Cox
Director

**Schedule “CC”
CERTIFICATE OF DESERT LION**

January 17, 2018

The foregoing document as it relates to Desert Lion Energy Corp. constitutes full, true and plain disclosure of all material facts relating to the securities of Desert Lion Energy Corp.

“Tim Johnston”

Tim Johnston
President, Chief Executive Officer and Director

“Paul Bozoki”

Paul Bozoki
Chief Financial Officer

On behalf of the Board of Directors of Desert Lion

“Peter McCague”

Peter McCague
Director

“Stephan Theron”

Stephan Theron
Director