Court File No. CV-22-00687750-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF AN APPLICATION UNDER SECTION 182 OF THE *BUSINESS CORPORATIONS ACT*, R.S.O. 1990, c. B.16, AS AMENDED,

AND IN THE MATTER OF RULE 14.05(2) OF THE *RULES OF CIVIL PROCEDURE*

AND IN THE MATTER OF A PROPOSED ARRANGEMENT OF ARES STRATEGIC MINING INC. INVOLVING ITS SHAREHOLDERS AND ENYO STRATEGIC MINING INC.

ARES STRATEGIC MINING INC., APPLICANT

MOTION RECORD

October 4, 2022

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Lawyers for the Applicant, Ares Strategic Mining Inc.

TO: **ALL SHAREHOLDERS OF ARES STRATEGIC MINING INC.**

AND TO: **ALL HOLDERS OF ARES OPTIONS AND ARES WARRANTS (AS DEFINED IN THE ARRANGEMENT AGREEMENT)**

AND TO: **THE DIRECTORS OF ARES STRATEGIC MINING INC.**

AND TO: **THE AUDITOR OF ARES STRATEGIC MINING INC.**

AND TO: **ENYO STRATEGIC MINING INC.**

c/o Clark Wilson LLP
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Lawyers for Enyo Strategic Mining Inc.

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TAB A

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ONTARIO
SUPERIOR COURT OF JUSTICE
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IN THE MATTER OF AN APPLICATION UNDER SECTION 182 OF THE *BUSINESS CORPORATIONS ACT*, R.S.O. 1990, c. B.16, AS AMENDED,

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ARES STRATEGIC MINING INC., APPLICANT

NOTICE OF MOTION

The Applicant, Ares Strategic Mining Inc. ("Ares"), will make a motion to the Court on **October 6, 2022 at 10:30 a.m.**, or as soon after that time as the motion can be heard by judicial videoconference via Zoom at Toronto, Ontario.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

□ In writing under subrule 37.12.1 (1) because it is unopposed;

□ In writing as an opposed motion under subrule 37.12.1 (4);

□ In person;

□ By telephone conference;

X By video conference.

THE MOTION IS FOR:

1. an interim order for advice and directions under section 182(5) of the *Business Corporations Act*, R.S.O. 1990, c. B.16, as amended ("**OBCA**") in connection with a proposed arrangement ("**Arrangement**") between Ares and Enyo Strategic Mining Inc. ("**Enyo**"), on the terms of the draft Interim Order attached hereto as Schedule "A";

2. an order extending the time for Ares to call its annual general and special meeting of shareholders pursuant to section 94 of the OBCA;

3. if necessary, an order abridging the time for the service and filing, validating service, or dispensing with further service of the Notice of Motion and Motion Record; and

4. Such further and other relief as this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

1. Ares is a corporation governed by the OBCA;

2. In connection with a meeting (the "**Meeting**") of the holders of the common shares without par value (the "**Ares Shares**") to consider and vote upon the Arrangement, Ares seeks advice and directions regarding the calling, holding and conduct of the Meeting, and regarding the hearing of the within Application;

3. Ares and Enyo, a wholly owned subsidiary of Ares, will enter into an agreement where Enyo will acquire from Ares certain properties and related assets as well as assume certain related liabilities;

4. Enyo will issue 13,700,000 common shares without par value (or such other number of shares as determined by the board of directors of Enyo) ("**Enyo Spinout**

Shares") to Ares to complete the acquisition of these properties, such shares to be distributed to the Ares Shareholders pursuant to the Arrangement;

5. Following completion of the steps above, pursuant to the Arrangement, among other events:

(i) the existing Ares Shares will be redesignated as Ares Class A Shares;

(ii) Ares will create a new class of common shares known as the New Ares Shares;

(iii) each Ares Class A Share will be exchanged for one New Ares Share and 0.1 of an Enyo Spinout Share;

(iv) the Ares Class A Shares will be cancelled; and

(v) all outstanding Ares Options will be transferred and exchanged, and all outstanding Ares Warrants will be amended to allow holders to acquire, upon exercise, New Ares Shares and Enyo Spinout Shares in amounts reflective of the relative fair market values of Ares and Enyo at the date the Arrangement is effective under the OBCA;

6. As a result of the Arrangement, Ares Shareholders will own the Enyo Spinout Shares, and Ares will have no further interest in Enyo or the Enyo Spinout Shares;

7. The Arrangement is an “arrangement” as defined in section 182(1)(h) of the OBCA;

8. It is not practicable for the Applicants to effect a fundamental change in the nature of the Arrangement under any other provision of the OBCA;

9. The Arrangement is being put forward by the Applicants in good faith and for a valid business purpose;

10. The proposed Interim Order:

(a) is substantially in the form of the model interim order for arrangements of the Commercial List Court;

(b) will provide sufficient notice of the Application to potentially interested parties;

(c) is within the scope of section 182(5) of the OBCA; and

(d) will ultimately assist this Court in considering whether to approve the Arrangement on the return of the Application;

11. Section 182(5) of the OBCA provides that this Court may make such orders as it thinks appropriate in connection with the Arrangement;

12. Section 3(a)(10) of the United States Securities Act of 1933, as amended (the “**U.S. Securities Act**”), exempts from the registration requirements of the U.S. Securities Act those securities which are issued in exchange for bona fide outstanding securities, claims or property interests, or partly in exchange and partly for cash, where the terms and conditions of such issuance and exchange

are approved after a hearing by a court upon the fairness of such terms and conditions, at which all persons to whom it is proposed to issue securities in such exchange shall have the right to appear. Based on the Court's approval of the Arrangement, Enyo intends to rely upon the exemption under section 3(a)(10) of the U.S. Securities Act to issues shares pursuant to the Arrangement to Shareholders who are resident in the United States;

13. Ares held its last annual meeting of shareholders on July 7, 2021. Pursuant to section 94 of the OBCA, Ares is required to hold its next annual meeting of shareholders no later than October 7, 2022. Ares requires the Court's interim order for advice and directions related to the Arrangement and as a result, it will not be able to call its next annual meeting of shareholders prior to the expiry of the statutory fifteen-month period. Ares intends to call its next annual meeting of shareholders as soon as possible after the Court has issued its interim order for advice and directions;

14. Sections 94 and 182 of the OBCA;

15. Rules 1.05, 3.02, 14.05, 16.04, 17.02, 37, 38 and 39 of the *Rules of Civil Procedure*; and

16. Such further and other grounds as counsel may advise and this Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

1. The Affidavit of James Walker sworn October 3, 2022;

2. The Notice of Application issued September 23, 2022; and

3. Such further and other material as counsel may advise and this Honourable Court permit.

Date: October 4, 2022

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Lawyers for the Applicant, Ares Strategic Mining Inc.

TO: **ALL SHAREHOLDERS OF ARES STRATEGIC MINING INC.**

AND TO: **ALL HOLDERS OF ARES OPTIONS AND ARES WARRANTS (AS DEFINED IN THE ARRANGEMENT AGREEMENT)**

AND TO: **THE DIRECTORS OF ARES STRATEGIC MINING INC.**

AND TO: **THE AUDITOR OF ARES STRATEGIC MINING INC.**

AND TO: **ENYO STRATEGIC MINING INC.**

c/o Clark Wilson LLP
900-885 West Georgia Street
Vancouver, British Columbia

V6C 3H1

Attn: Cam McTavish
cmctavish@cwilson.com

Lawyers for Enyo Strategic Mining Inc.

Schedule "A"

Court File No. CV-22-00687750-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MADAM	)	THURSDAY, THE 6TH
	)	
JUSTICE KIMMEL	)	DAY OF OCTOBER, 2022

IN THE MATTER OF an application under section 182 of the *Business Corporations Act,* R.S.O. 1990, c. B. 16, as amended

AND IN THE MATTER OF Rule 14.05(2) of the *Rules of Civil Procedure*

AND IN THE MATTER OF a proposed arrangement of **ARES STRATEGIC MINING INC.** involving its shareholders and **ENYO STRATEGIC MINING INC.**

INTERIM ORDER

THIS MOTION made by the Applicant, Ares Strategic Mining Inc. ("**Ares**"), for an interim order for advice and directions pursuant to section 182(5) of the *Business Corporations Act*, R.S.O. 1990, c. B.16, as amended ("**OBCA**") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, the Notice of Application issued on September 23, 2022, and the affidavit of James Walker sworn October ____, 2022, (the "**Walker Affidavit**"), including the Arrangement Agreement, which is attached as Schedule B to the draft management information circular of Ares (the "**Information Circular**"), which is

attached as Exhibit 1 to the Walker Affidavit, and on hearing the submissions of counsel for Ares.

Definitions

1. **THIS COURT ORDERS** that all definitions used in this Interim Order shall have the meaning ascribed thereto in the Information Circular or otherwise as specifically defined herein.

The Meeting

2. **THIS COURT ORDERS** that the timeframe for Ares to call its annual meeting of holders of voting common shares in the capital of Ares (the "**Shareholders**") is hereby extended.

THIS COURT ORDERS that Ares is permitted to call, hold and conduct an annual and special meeting (the "**Meeting**") of the Shareholders to be held Suite 900 – 885 West Georgia Street, Vancouver, British Columbia on November 14, 2022, at 10:00 A.M. (Vancouver Time) in order for the Shareholders to consider and, if determined advisable, pass special resolutions authorizing, adopting and approving, with or without variation, the Arrangement and the Plan of Arrangement (collectively, the "**Arrangement Resolution**"), among other things.

3. **THIS COURT ORDERS** that the Meeting shall be called, held and conducted in accordance with the OBCA, the notice of meeting of Shareholders, which accompanies the Information Circular (the "**Notice of Meeting**") and the articles and by-laws of Ares, subject to what may be provided hereafter and subject to further order of this court.

THIS COURT ORDERS that the record date (the "Record Date") for determination of the shareholders entitled to notice of, and to vote at, the Meeting shall be October 7, 2022.

4. **THIS COURT ORDERS** that the only persons entitled to attend or speak at the Meeting shall be:

a) the Shareholders or their respective proxyholders;

the Ares Optionholders and Ares Warrantholders;

b) the officers, directors, auditors and advisors of Ares;

representatives and advisors of Enyo Strategic Mining Inc. ("**Enyo**"); and

c) other persons who may receive the permission of the Chair of the Meeting.

5. **THIS COURT ORDERS** that Ares may transact such other business at the Meeting as is contemplated in the Information Circular, or as may otherwise be properly before the Meeting.

Quorum

6. **THIS COURT ORDERS** that the Chair of the Meeting shall be determined by Ares and that the quorum at the Meeting shall be such number of individuals representing at least 25% of the Ares Shares entitled to vote at the Meeting either as Shareholders or proxyholders.

Amendments to the Arrangement and Plan of Arrangement

7. **THIS COURT ORDERS** that Ares is authorized to make, subject to the terms of the Arrangement Agreement, and paragraph 10, below, such amendments, modifications

or supplements to the Arrangement as it may determine without any additional notice to the Shareholders, or others entitled to receive notice under paragraphs 13 and 14 hereof and the Arrangement and Plan of Arrangement, as so amended, modified or supplemented shall be the Arrangement and Plan of Arrangement to be submitted to the Shareholders at the Meeting and shall be the subject of the Arrangement Resolution. Amendments, modifications or supplements may be made following the Meeting, but shall be subject to review and, if appropriate, further direction by this Honourable Court at the hearing for the final approval of the Arrangement.

THIS COURT ORDERS that, if any amendments, modifications or supplements to the Arrangement as referred to in paragraph 9, above, would, if disclosed, reasonably be expected to affect a Shareholder's decision to vote for or against the Arrangement Resolution, notice of such amendment, modification or supplement shall be distributed, subject to further order of this Honourable Court, by press release, newspaper advertisement, prepaid ordinary mail, or by the method most reasonably practicable in the circumstances, as Ares may determine.

Amendments to the Information Circular

8. **THIS COURT ORDERS** that Ares is authorized to make such amendments, revisions and/or supplements to the draft Information Circular as it may determine and the Information Circular, as so amended, revised and/or supplemental, shall be the Information Circular to be distributed in accordance with paragraphs 13 and 14.

Adjournments and Postponements

9. **THIS COURT ORDERS** that Ares, if it deems advisable and subject to the terms of the Arrangement Agreement, is specifically authorized to adjourn or postpone the Meeting on one or more occasions, without the necessity of first convening the Meeting or first obtaining any vote of the Shareholders respecting the adjournment or postponement, and notice of any such adjournment or postponement shall be given by such method as Ares may determine is appropriate in the circumstances. This provision shall not limit the authority of the Chair of the Meeting in respect of adjournments and postponements.

Notice of Meeting

10. **THIS COURT ORDERS** that, in order to effect notice of the Meeting, Ares shall send the Information Circular (including the Notice of Application and this Interim Order), the Notice of Meeting, the form of proxy and the letter of transmittal, along with such amendments or additional documents as Ares may determine are necessary or desirable and are not inconsistent with the terms of this Interim Order (collectively, the "Meeting Materials"), to the following:

a) the registered Shareholders at the close of business on the Record Date, at least twenty-one (21) days prior to the date of the Meeting, excluding the date of sending and the date of the Meeting, by one or more of the following methods:

i) by electronic transmission to the e-mail address of the Shareholders as they appear on the books and records of Ares, or its registrar and

transfer agent, at the close of business on the Record Date and if no address is shown therein, then by pre-paid ordinary mail at the last address of the person known to the Corporate Secretary of Ares;

by pre-paid ordinary or first-class mail at the addresses of the Shareholders as they appear on the books and records of Ares, or its registrar and transfer agent, at the close of business on the Record Date and if no address is shown therein, then the last address of the person known to the Corporate Secretary of Ares;

ii) by delivery, in person or by recognized courier service or inter-office mail, to the address specified in (i) above; or

by facsimile or electronic transmission to any Shareholder, who is identified to the satisfaction of Ares, who requests such transmission in writing and, if required by Ares, who is prepared to pay the charges for such transmission;

b) non-registered Shareholders by providing sufficient copies of the Meeting Materials to intermediaries and registered nominees in a timely manner, in accordance with National Instrument 54-101 of the Canadian Securities Administrators; and

the respective directors and auditors of Ares, by delivery in person, by recognized courier service, by pre-paid ordinary or first-class mail or, with the consent of the person, by facsimile or electronic transmission, at least twenty-one

(21) days prior to the date of the Meeting, excluding the date of sending and the date of the Meeting;

and that compliance with this paragraph shall constitute sufficient notice of the Meeting.

11. **THIS COURT ORDERS** that, in the event that Ares elects to distribute the Meeting Materials, Ares is hereby directed to distribute the Information Circular (including the Notice of Application, and this Interim Order), and any other communications or documents determined by Ares to be necessary or desirable (collectively, the "Court Materials") the holders of Ares Warrants or Ares Options by any method permitted for notice to Shareholders as set forth in paragraphs 13(a) or 13(b), above, concurrently with the distribution described in paragraph 13 of this Interim Order. Distribution to such persons shall be to their addresses as they appear on the books and records of Ares or its registrar and transfer agent at the close of business on the Record Date.

THIS COURT ORDERS that accidental failure or omission by Ares to give notice of the meeting or to distribute the Meeting Materials or Court Materials to any person entitled by this Interim Order to receive notice, or any failure or omission to give such notice as a result of events beyond the reasonable control of Ares, or the non-receipt of such notice shall, subject to further order of this Honourable Court, not constitute a breach of this Interim Order nor shall it invalidate any resolution passed or proceedings taken at the Meeting. If any such failure or omission is brought to the attention of Ares, it shall use its best efforts to rectify it by the method and in the time most reasonably practicable in the circumstances.

12. **THIS COURT ORDERS** that Ares is hereby authorized to make such amendments, revisions or supplements to the Meeting Materials and Court Materials, as Ares may determine in accordance with the terms of the Arrangement Agreement ("**Additional Information**"), and that notice of such Additional Information may, subject to paragraph 10, above, be distributed by press release, newspaper advertisement, pre-paid ordinary mail, or by the method most reasonably practicable in the circumstances, as Ares may determine.

THIS COURT ORDERS that distribution of the Meeting Materials and Court Materials pursuant to paragraphs 13 and 14 of this Interim Order shall constitute notice of the Meeting and good and sufficient service of the within Application upon the persons described in paragraphs 13 and 14 and that those persons are bound by any orders made on the within Application. Further, no other form of service of the Meeting Materials or the Court Materials or any portion thereof need to be made, or notice given or other material served in respect of these proceedings and/or the Meeting to such persons or to any other persons, except to the extent required by paragraph 10, above.

Solicitation and Revocation of Proxies

13. **THIS COURT ORDERS** that Ares is authorized to use the letter of transmittal and proxies substantially in the form of the drafts accompanying the Information Circular, with such amendments and additional information as Ares may determine are necessary or desirable, subject to the terms of the Arrangement Agreement. Ares is authorized, at its expense, to solicit proxies, directly or through its officers, directors or employees, and through such agents or representatives as they may retain for that purpose, and by mail or such other forms of personal or electronic communication as it may determine. Ares

may waive generally, in its discretion, the time limits set out in the Information Circular for the deposit or revocation of proxies by Shareholders, if Ares deems it advisable to do so.

THIS COURT ORDERS that the Shareholders shall be entitled to revoke their proxies in accordance with section 110(4) of the OBCA (except as the procedures of that section are varied by this paragraph) provided that any instruments in writing delivered pursuant to section 110(4)(a) of the OBCA: (a) may be deposited at the registered office of Ares or with the transfer agent of Ares as set out in the Information Circular; and (b) any such instruments must be received by Ares or its transfer agent not later than 5:00 pm (Vancouver time) two (2) business days prior to the Meeting (or any adjournment or postponement thereof).

Voting

14. **THIS COURT ORDERS** that the only persons entitled to vote in person or by proxy on the Arrangement Resolution, or such other business as may be properly brought before the Meeting, shall be those Shareholders who hold voting common shares of Ares as of the close of business on the Record Date. Illegible votes, spoiled votes, defective votes and abstentions shall be deemed to be votes not cast. Proxies that are properly signed and dated but which do not contain voting instructions shall be voted in favour of the Arrangement Resolution.

THIS COURT ORDERS that votes shall be taken at the Meeting on the basis of one vote per common share and that in order for the Plan of Arrangement to be implemented, subject to further Order of this Honourable Court, the Arrangement Resolution must be passed, with or without variation, at the Meeting by an affirmative vote of at least two-

thirds ($66^{2}/_{3}$%) of the votes cast in respect of the Arrangement Resolution at the Meeting in person or by proxy by the Shareholders. Such votes shall be sufficient to authorize Ares to do all such acts and things as may be necessary or desirable to give effect to the Arrangement and the Plan of Arrangement on a basis consistent with what is provided for in the Information Circular without the necessity of any further approval by the Shareholders, subject only to final approval of the Arrangement by this Honourable Court.

15. **THIS COURT ORDERS** that in respect of matters properly brought before the Meeting pertaining to items of business affecting Ares (other than in respect of the Arrangement Resolution), each Shareholder is entitled to one vote for each voting common share held.

Dissent Rights

16. **THIS COURT ORDERS** that each registered Shareholder shall be entitled to exercise Dissent Rights in connection with the Arrangement Resolution in accordance with section 185 of the OBCA (except as the procedures of that section are varied by this Interim Order and the Plan of Arrangement) provided that, notwithstanding subsection 185(6) of the OBCA, any Shareholder who wishes to dissent must, as a condition precedent thereto, provide written objection to the Arrangement Resolution to Ares in the form required by section 185 of the OBCA and the Arrangement Agreement, which written objection must be received by Ares not later than 5:00 p.m. (Eastern time) on the last business day immediately preceding the Meeting (or any adjournment or postponement thereof), and must otherwise strictly comply with the requirements of the OBCA. For purposes of these proceedings, the “court” referred to in section 185 of the OBCA means this Honourable Court.

17. **THIS COURT ORDERS** that any Shareholder who duly exercises such Dissent Rights set out in paragraph 22 above and who:

i) is ultimately determined by this Honourable Court to be entitled to be paid fair value for his, her or its voting common shares, shall be deemed to have transferred those voting common shares as of the Effective Time, without any further act or formality and free and clear of all liens, claims, encumbrances, charges, adverse interests or security interests to Enyo for cancellation in consideration for a payment of cash from Enyo equal to such fair value; or

is for any reason ultimately determined by this Honourable Court not to be entitled to be paid fair value for his, her or its voting common shares pursuant to the exercise of the Dissent Right, shall be deemed to have participated in the Arrangement on the same basis and at the same time as any non-dissenting Shareholder;

but in no case shall Ares, Enyo or any other person be required to recognize such Shareholders as holders of voting common shares of Ares at or after the date upon which the Arrangement becomes effective and the names of such Shareholders shall be deleted from Ares' register of holders of voting common shares at that time.

Hearing of Application for Approval of the Arrangement

18. **THIS COURT ORDERS** that upon approval by the Shareholders of the Plan of Arrangement in the manner set forth in this Interim Order, Ares may apply to this Honourable Court for final approval of the Arrangement.

19. **THIS COURT ORDERS** that distribution of the Notice of Application and the Interim Order in the Information Circular, when sent in accordance with paragraphs 13 and 14 shall constitute good and sufficient service of the Notice of Application and this Interim Order and no other form of service need be effected and no other material need be served unless a Notice of Appearance is served in accordance with this Order.

20. **THIS COURT ORDERS** that any Notice of Appearance served in response to the Notice of Application shall be served on the solicitors for Ares, with a copy to counsel for Enyo, as soon as reasonably practicable, and, in any event, no less than five days before the hearing of this Application at the following addresses:

WEIRFOULDS LLP
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66 Wellington Street West, Suite 4100
TD Bank Tower
P.O. Box 35
Toronto, ON M5K 1B7

Attention: Conor Dooley
cdooley@weirfoulds.com

Solicitors for Ares

Clark Wilson LLP
900-885 West Georgia Street
Vancouver, British Columbia
V6C 3H1

Attention: Cam McTavish
cmctavish@cwilson.com

Solicitors for Enyo

21. **THIS COURT ORDERS** that, subject to further order of this Honourable Court, the only persons entitled to appear and be heard at the hearing of the within application shall be:

i) the Applicant Ares;

Enyo; and

ii) any person who has filed a Notice of Appearance herein in accordance with the Notice of Application, this Interim Order and the *Rules of Civil Procedure*.

22. **THIS COURT ORDERS** that any materials to be filed by Ares in support of the within Application for final approval of the Arrangement may be filed up to one day prior to the hearing of the Application without further order of this Honourable Court.

23. **THIS COURT ORDERS** that in the event the within Application for final approval does not proceed on the date set forth in the Notice of Application, and is adjourned, only those persons who served and filed a Notice of Appearance in accordance with paragraph 27 shall be entitled to be given notice of the adjourned date.

Precedence

24. **THIS COURT ORDERS** that, to the extent of any inconsistency or discrepancy between this Interim Order and the terms of any instrument creating, governing or collateral to the voting common shares, Ares Options, Ares Warrants or other rights to acquire voting common shares of Ares, or the articles or by-laws of Ares, this Interim Order shall govern.

Extra-Territorial Assistance

25. **THIS COURT** seeks and requests the aid and recognition of any court or any judicial, regulatory or administrative body in any province of Canada and any judicial,

regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province and any court or any judicial, regulatory or administrative body of the United States or other country to act in aid of and to assist this Honourable Court in carrying out the terms of this Interim Order.

Variance

26. **THIS COURT ORDERS** that Ares shall be entitled to seek leave to vary this Interim Order upon such terms and upon the giving of such notice as this Honourable Court may direct.

IN THE MATTER OF AN APPLICATION UNDER SECTION 182 OF THE *BUSINESS CORPORATIONS ACT*, R.S.O. 1990, c. B.16, AS AMENDED,
AND IN THE MATTER OF RULE 14.05(2) OF THE RULES OF CIVIL PROCEDURE,
AND IN THE MATTER OF A PROPOSED ARRANGEMENT OF ARES STRATEGIC MINING INC. INVOLVING ITS SHAREHOLDERS AND ENYO STRATEGIC MINING INC.
ARES STRATEGIC MINING INC., APPLICANT

Court File No. CV-22-00687750-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding Commenced at Toronto

NOTICE OF MOTION

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Lawyers for the Applicant,
Ares Strategic Mining Inc.

TAB B

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF AN APPLICATION UNDER SECTION 182 OF THE *BUSINESS CORPORATIONS ACT*, R.S.O. 1990, c. B.16, AS AMENDED,

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AFFIDAVIT OF JAMES WALKER
(sworn October 3, 2022)

I, **JAMES WALKER**, of the City of Vancouver, in the Province of British Columbia, **MAKE OATH AND SAY:**

1. I am the Chief Executive Officer of Ares Strategic Mining Inc. ("**Ares**" or the "**Company**"), a corporation incorporated pursuant to the *Business Corporations Act,* R.S.O. 1990, c. B-16, as amended (the "**OBCA**"). As such, I have personal knowledge of the facts set out in this Affidavit, except where otherwise indicated to be on the basis of my information and belief. Where I have indicated that my knowledge is based on my information and belief, I state the source of that knowledge and believe that information to be true.

2. All capitalized terms not otherwise defined in this affidavit have the meanings ascribed to them in the Arrangement Agreement to be entered into between Ares and Enyo Strategic Mining Inc. ("**Enyo**") (the "**Arrangement Agreement**") and

summarized in the draft management information circular of Ares (the "**Circular**"), attached hereto as **Exhibit "1"**, and which is in substantially the same form that will be e-mailed or mailed to all holders of shares in Ares ("**Ares Shareholders**").

3. This Affidavit is sworn in support of the Ares' Motion seeking advice and directions from this Honourable Court pursuant to section 182 of the OBCA and for an Interim Order, in the form attached as **Exhibit "2"**.

4. In anticipation that the Ares Shareholders will pass the resolution approving the Arrangement (the "**Arrangement Resolution**") and vote in favour of the Arrangement, Ares has commenced an application pursuant to section 182 of the OBCA (the "**Application**") to request this Court's approval of the Arrangement. A copy of the Notice of Application issued September 23, 2022 is attached hereto as **Exhibit "3"**.

5. I understand that, at the hearing of the Application, the Court will consider, among other matters, the fairness of the Arrangement. A supplementary affidavit (or affidavits) will be filed prior to the hearing of the Application.

I. The Parties

6. Ares is a corporation incorporated pursuant to the OBCA. Ares' common shares are listed on the Canadian Securities Exchange ("**CSE**") as a mineral exploration issuer and it possesses several mineral exploration projects and properties located in the U.S. and Canada.

7. Enyo is a corporation incorporation pursuant to the laws of the Province of British Columbia. Enyo was incorporated under the BCBCA on June 24, 2022 for the

purposes of the Arrangement. Enyo is currently a private company and is a wholly owned subsidiary of Ares

II. Overview of the Arrangement

8. Ares and Enyo will enter into an agreement where Enyo will acquire from Ares certain mineral exploration properties located in British Columbia and related assets as well as assume certain related liabilities.

9. Enyo will issue 13,700,000 common shares without par value (or such other number of shares as determined by the board of directors of Enyo) ("**Enyo Spinout Shares**") to Ares to complete the acquisition of the properties, such shares to be distributed to the Ares Shareholders pursuant to the Arrangement;

10. Following completion of these steps, pursuant to the Arrangement, among other events:

(a) the existing Ares Shares will be redesignated as Ares Class A Shares;

(b) Ares will create a new class of common shares known as the New Ares Shares;

(c) each Ares Class A Share will be exchanged for one New Ares Share and 0.1 of an Enyo Spinout Share;

(d) the Ares Class A Shares will be cancelled; and

(e) all outstanding Ares Options will be transferred and exchanged, and all outstanding Ares Warrants will be amended to allow holders to acquire,

upon exercise, New Ares Shares and Enyo Spinout Shares in amounts reflective of the relative fair market values of Ares and Enyo at the date the Arrangement is effective under the OBCA.

11. As a result of the Arrangement, Ares Shareholders will own the Enyo Spinout Shares, and Ares will have no further interest in Enyo or the Enyo Spinout Shares.

III. Background

12. The background to the Arrangement is described in detail beginning at page 13 of the Circular, which I have reviewed and adopt in its entirety. Below I have set out a brief summary of some of the more salient events.

13. Ares owns an interest in, among other properties:

(a) The "**Liard Property**", being all of Ares' right, title, and interest in and to eighteen (18) mineral claims totaling approximately 4,825 hectares located in the Liard Mining Division, North-Central British Columbia; and

(b) The "**Vanadium Property**", being all of Ares' right, title and interest in and to the twenty (20) mineral claims totaling 2,110.47 hectares located near Barriere, British Columbia (together, the Liard Property and the Vanadium Property are referred to herein as the "**Spinco Properties**").

14. Ares proposes to sell and transfer its interest in each of the Spinco Properties, along with certain related assets, to Enyo prior to the Arrangement.

15. Ares believes that the Arrangement is in the best interests of Ares for numerous reasons, including:

(a) At the moment, the capital markets value the Liard Property and the Vanadium Property together with all of Ares's other properties. By completing the Arrangement, the markets will value the Liard Property and the Vanadium Property each separately and independently of Ares's other properties, which should create additional value for Ares Shareholders;

(b) Separating each of the Liard Property and the Vanadium Property from Ares's other properties is expected to accelerate the development of the Liard Property, which will be Enyo's material property;

(c) Ares will be better able to focus on developing its assets, other than the Spinco Properties, without having the constraints of managing and financing the Spinco Properties;

(d) Ares Shareholders will benefit by holding shares in two separate public companies;

(e) A Fairness Opinion to be delivered to the Ares Board, to the effect that, subject to the assumptions, limitations and qualifications set out in the Fairness Opinion, the Enyo Spinout Shares to be received by Ares Shareholders under the Arrangement is fair, from a financial point of view, to Ares Shareholders; and

(f) Separating Ares and Enyo will expand Enyo's potential shareholder base and access to development capital by allowing investors that want specific ownership in a particular geographic location and in respect of specific properties with different geological characteristics the opportunity to invest directly in Enyo rather than through Ares.

16. In the course of its deliberations, the Ares Board also identified and considered a variety of risks and potentially negative factors, including, but not limited to, the risks set out at pages 54-55 of the Circular.

IV. Summary of the Arrangement

17. For ease of reference, the current form of the Arrangement Agreement, without appendices, is attached hereto as **Exhibit "4"**. I have summarized below the principal steps of the Arrangement for the Court.

A. Principal Steps of the Arrangement

18. Prior to the Effective Time, being 12:01 a.m. (Toronto time) on the Effective Date as endorsed by the Certificate of Arrangement,[1] Enyo will issue the Enyo Spinout Shares to Ares to complete the acquisition of the Spinco Properties. The Enyo Spinout Shares are the 13,700,000 Enyo Spinout Shares (or such other amount determined by the Enyo Board) issued or to be issued to Ares prior to the Effective Date to complete the

[1] "**Effective Date**" means the date that the Arrangement is effective under the OBCA as endorsed by the Certificate of Arrangement

acquisition of the Spinco Properties and certain related assets, such shares to be distributed to the Ares Shareholders pursuant to the Plan of Arrangement.

19. Commencing at the Effective Time, each of the events set out below shall occur and shall be deemed to occur in the following sequence or as otherwise provided below or herein, without any further act or formality:

(a) each Ares Share outstanding in respect of which a Dissenting Shareholder has validly exercised his, her or its Dissent Rights shall be directly transferred and assigned by such Dissenting Shareholder to Ares, without any further act or formality and free and clear of any liens, charges and encumbrances of any nature whatsoever, and will be cancelled and cease to be outstanding and such Dissenting Shareholders will cease to have any rights as Ares Shareholders other than the right to be paid the fair value for their Ares Shares by Ares;

(i) the authorized share structure of Ares shall be altered by:

(A) renaming and redesignating all of the issued and unissued Ares Shares as “Class A common shares without par value” and amending the special rights and restrictions attached to those shares to provide the holders thereof with two votes in respect of each share held, being the “Ares Class A Shares”; and

(B) creating a new class consisting of an unlimited number of "common shares without par value" with terms and special rights and restrictions identical to those of the Ares Shares immediately prior to the Effective Time, being the "New Ares Shares";

(b) each Ares Option then outstanding to acquire one Ares Share shall be transferred and exchanged for:

(i) one Ares Replacement Option to acquire one New Ares Share having an exercise price equal to the product of the original exercise price of the Ares Option multiplied by the fair market value of a New Ares Share at the Effective Time divided by the total of the fair market value of a New Ares Share and the fair market value of 0.1 of an Enyo Share at the Effective Time; and

(ii) one Enyo Option to acquire 0.1 of an Enyo Share, each whole Enyo Option having an exercise price equal to the product of the original exercise price of the Ares Option multiplied by the fair market value of 0.1 of an Enyo Share at the Effective Time divided by the total of the fair market value of one New Ares Share and 0.1 of an Enyo Share at the Effective Time,

provided that the aforesaid exercise prices shall be adjusted to the extent, if any, required to ensure that the aggregate In the Money Amount of the Ares Replacement Option and the Enyo Option immediately after the

exchange does not exceed the In the Money Amount immediately before the exchange of the Ares Option so exchanged. It is intended that subsection 7(1.4) of the Tax Act apply to the exchange of Ares Options;

(c) each Ares Warrant then outstanding shall be deemed to be amended to entitle the Ares Warrantholder to receive, upon due exercise of the Ares Warrant, for the original exercise price:

(i) one New Ares Share for each Ares Share that was issuable upon due exercise of the Ares Warrant immediately prior to the Effective Time; and

(ii) 0.1 of an Enyo Share for each Ares Share that was issuable upon due exercise of the Ares Warrant immediately prior to the Effective Time;

(d) each issued and outstanding Ares Class A Share outstanding on the Share Distribution Record Date shall be exchanged for: (i) one New Ares Share; and (ii) 0.1 of a Enyo Spinout Share, the holders of the Ares Class A Shares will be removed from the central securities register of Ares as the holders of such and will be added to the central securities register of Ares as the holders of the number of New Ares Shares that they have received on the exchange set forth in section 3.1(e) of the Plan of Arrangement, and the Enyo Spinout Shares transferred to the then holders of the Ares Class A Shares will be registered in the name of the former holders of the Ares Class A Shares and Ares will provide Enyo and its registrar and transfer agent

notice to make the appropriate entries in the central securities register of Enyo;

(e) the Ares Class A Shares, none of which will be issued or outstanding once the exchange in section 3.1(e) of the Plan of Arrangement is completed, will be cancelled and the appropriate entries made in the central securities register of Ares and the authorized share structure of Ares will be amended by eliminating the Ares Class A Shares, and the aggregate paid-up capital (as that term is used for purposes of the Tax Act) of the New Ares Shares will be equal to that of the Ares Shares immediately prior to the Effective Time less the fair market value of the Enyo Spinout Shares distributed pursuant to section 3.1(e) of the Plan of Arrangement;

(f) the Enyo Incorporation Share issued to Ares on incorporation shall be cancelled for no consideration and as a result thereof:

(i) Ares shall cease to be, and shall be deemed to have ceased to be, the holder of the Enyo Incorporation Share and to have any rights as a holder of the Enyo Incorporation Share; and

(ii) Ares shall be removed as the holder of the Enyo Incorporation Share from the register of Enyo Spinout Shares maintained by or on behalf of Enyo.

B. Effect of the Arrangement

20. As a result of the Arrangement, Ares Shareholders will no longer hold their Ares Shares and instead, will receive one New Ares Share and 0.1 of an Enyo Share for every one Ares Share held at the Effective Time, and as a result, will hold shares in two public companies.

21. Enyo will be a reporting issuer in the reporting jurisdictions (British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland). Enyo has not made an application to list the Enyo Spinout Shares on the CSE.

C. The Ares Board's Recommendation

22. The Ares Board, after receiving legal advice, has unanimously determined that the Arrangement is in the best interests of Ares and is fair to the Ares Shareholders. Accordingly, the Ares Board unanimously recommends that Ares Shareholders vote FOR the Arrangement Resolution.

23. Each director and officer of Ares who owns Ares Shares has indicated his or her intention to vote his or her Ares Shares in favour of the Arrangement Resolution.

D. Arrangement Under the OBCA

24. The Arrangement is an "arrangement" as defined in section 182(1)(h) of the OBCA as it is a reorganization "involving the business or affairs of the corporation or of

any or all of the holders of its securities or of any options or rights to acquire any of its securities that is, at law, an arrangement".

25. As detailed above and in the Circular, there are appropriate and valid business reasons to put forward the proposed Arrangement to the Ares Securityholders, and Ares is acting in good faith in doing so.

E. Transaction Not Practicable Other Than as an Arrangement

26. The Arrangement is a complex transaction involving a number of steps. Given the number and nature of the steps involved and the complexity of the Arrangement, I am advised by Conor Dooley of WeirFoulds LLP, solicitors for Ares, and verily believe that it is not practicable to implement the Arrangement under other provisions of the OBCA.

27. Further, the arrangement provisions of the OBCA allow the steps in the proposed Arrangement to occur substantially simultaneously in a controlled and orderly fashion, and enable the Arrangement to be implemented in a single transaction.

28. At the present time, there is no indication of any securityholder opposition to the Arrangement.

V. Extension of Time to Call the Annual Meeting of Ares Shareholders

29. Ares held its last annual meeting of shareholders on July 7, 2021.

30. Pursuant to section 94 of the OBCA, Ares is required to hold its next annual meeting of shareholders no later than October 7, 2022.

31. However, due to the proposed Arrangement and the interim order for advice and directions related to the Arrangement that Ares required, Ares will not be able to call its next annual meeting of shareholders prior to the expiry of the statutory fifteen-month period.

32. Ares is seeking an extension of the statutory fifteen-month period and Ares intends to call its next annual meeting of shareholders on November 14, 2022.

VI. Interim Order Sought

A. Requirements under the Arrangement Agreement

33. Ares proposes that a general and special meeting of Ares Securityholders be held on or about November 14, 2022 to seek approval of the Arrangement through the Arrangement Resolution.

34. Article 2.3 of the Arrangement Agreement requires that Ares apply to the Court for an interim order pursuant to s. 182 of the OBCA providing advice and directions in connection with the Ares Meeting and the Arrangement.

B. Quorum

35. Ares proposes that quorum for the transaction of business at the Meeting shall be such number of individuals representing at least 25% of the Ares Shares entitled to vote at the meeting of Ares Shareholders.

C. Meeting materials

36. Ares proposes to distribute:

(a) the notice of the Meeting (the "**Notice**");

(b) the Circular, a draft of which is attached as Exhibit "1";

(c) a copy of the within Notice of Application and any Interim Order granted;

(d) the form of proxy; and

(e) any other necessary or desirable communications (collectively, the "**Meeting Materials**").

37. These Meeting Materials are being sent to both Registered Holders and certain Non-Registered Holders of the Ares Shares,[2] to the Ares Board and to the auditor of Ares, as set out in the draft Interim Order not later than ten days prior to the date established for the Meeting, which notice period is consistent with Ares' by-laws.

D. Record Date

38. The Record Date for determining the registered Ares Shareholders entitled to receive notice of and to vote at the Meeting is October 7, 2022.

VII. Dissent Rights

39. As set out in greater detail in the Circular, Ares Registered Holders have the right to dissent to the Arrangement. Dissenting Shareholders who strictly comply with sections 237-247 of the OBCA, as modified by the Interim Order, the Final Order and the

[2] Ares Shareholders, being NOBOs and OBOs, whose shares are not registered in their names but are instead registered in the name of the brokerage firm, bank or trust company through which they purchased the shares.

Plan of Arrangement, are entitled to be paid the fair value of their Ares Shares by Ares if the Plan of Arrangement becomes effective (see the draft Interim Order). A Registered Holder is not entitled to dissent with respect to such holder's shares if such holder votes any of those shares in favour of the Arrangement Resolution (see Schedule "E" to the Circular).

40. Pursuant to s. 185(1) of the OBCA, Registered Holders are entitled to dissent from the Arrangement in the manner provided in that provision. An Ares Shareholder (a "**Dissenting Shareholder**") who complies with the dissent procedure of s. 185 of the OBCA will be entitled to be paid by Ares the fair value of the Ares Shares held by the Dissenting Shareholder in respect of which such Ares Shareholder dissents, determined as at the close of business on the day before the Arrangement Resolution is passed.

41. A registered Ares Shareholder who wishes to dissent, must send a notice of dissent (a "**Dissent Notice**") to Ares by registered mail at 1001 – 409 Granville Street, Vancouver, British Columbia V6C 1T2, Attention: James Walker, CEO, at or before the Meeting at which the Arrangement Resolution are to be voted on.

42. If the Arrangement Resolution is passed, Ares is required, within 10 days, to send notice to each Dissenting Shareholder's notice that the Arrangement Resolution has been adopted. Such notice shall set out the rights of the Dissenting Shareholder and the procedures to be followed to exercise those rights.

43. A Dissenting Shareholder must, within 20 days after receiving notice that the Arrangement Resolution has been adopted or, if the Dissenting Shareholder does not

receive such notice, within 20 days after the Dissenting Shareholder learns that the Arrangement Resolution has been adopted, send to Ares a written notice (a "**Payment Demand**") containing the name and address of the Dissenting Shareholder, the number of Ares Shares in respect of which the Dissenting Shareholder dissents and a demand for payment of the fair value of such Ares Shares.

44. Within 30 days after sending a Payment Demand, the Dissenting Shareholder must send to Ares or TSX Trust Company, 301 – 100 Adelaide Street West, Toronto, Ontario, M5H 4H1, Attention: Corporate Services, the certificates representing the Shares in respect of which such Payment Demand was made. A Dissenting Shareholder who fails to send the Payment Demand and their certificates within the time required will lose any right to make a claim under Section 185 of the OBCA. Ares or TSX Trust Company will endorse on Share certificates received from a Dissenting Shareholder a notice that the holder is a Dissenting Shareholder and will forthwith return the Ares Share certificates to the Dissenting Shareholder.

45. On sending a Payment Demand, a Dissenting Shareholder ceases to have any rights as an Ares Shareholder, other than the right to be paid the fair value of the Ares Shares in respect of which such Payment Demand was made, except where:

(a) the Dissenting Shareholder withdraws notice before Ares makes an Offer to Pay (as defined below); or

(b) Ares fails to make an Offer to Pay and the Dissenting Shareholder withdraws notice.

46. Ares is required, not later than seven days after the later of the day on which the action approved by the Arrangement Resolution is effective or the day on which Ares receives the Payment Demand of a Dissenting Shareholder, to send to each Dissenting Shareholder who has sent a Payment Demand a written offer to pay (an "**Offer to Pay**") for the Ares Shares in respect of which such Payment Demand was made in an amount considered by the Board to be the fair value thereof, accompanied by a statement showing the manner in which the fair value was determined.

47. Ares is required to pay for the Ares Shares of a Dissenting Shareholder within 10 days after an Offer to Pay has been accepted by a Dissenting Shareholder, but any such Offer to Pay lapses if Ares does not receive and acceptance thereof within 30 days after the Offer to Pay has been made.

48. If Ares fails to make an Offer to Pay for the Shares of a Dissenting Shareholder, or if a Dissenting Shareholder fails to accept an Offer to Pay that has been made, Ares may apply to the court to fix a fair value for the Ares Shares of Dissenting Shareholders.

49. If Ares fails to apply to the Court within such 50-day period, a Dissenting Shareholder may apply to the court for the same purpose within a further period of 20 days or within such further period as the court may allow.

50. Upon an application to the court, all Dissenting Shareholders whose Ares Shares have not been purchased by Ares will be joined as parties and bound by the decision of the court, and Ares will be required to notify each affected Dissenting Shareholder of the date, place and consequences of the application and of the right of

such Dissenting Shareholder to appear and be heard in person or by counsel. Upon any such application to the court, the court may determine whether any person is a Dissenting Shareholder who should be joined as a party, and the court will then fix a fair value for the Ares Shares of all Dissenting Shareholders.

51. The final order of the Court will be rendered against Ares in favour of each Dissenting Shareholder and for the amount of the fair value of each Dissenting Shareholder's Ares Shares as fixed by the court. 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 Arrangement Resolution is effective until the date of payment of the amount ordered by the court.

VIII. Ares Securityholders in the US

52. I am advised by Richard Raymer of the law firm Dorsey & Whitney LLP, external US legal counsel to Ares, that section 3(a)(10) of the *United States Securities Act of 1933*, as amended (the "**U.S. Securities Act**") exempts from the registration requirements of the U.S. Securities Act those securities which are issued in exchange for bona fide outstanding securities, claims or property interests, or partly in exchange and partly for cash, where the terms and conditions of such issuance and exchange are approved after a hearing by a court upon the fairness of such terms and conditions, at which all persons to whom it is proposed to issue securities in such exchange shall have the right to appear. I am further advised by Mr. Raymer, that, based on this Honourable Court's approval of the Arrangement, Enyo intends to rely upon the exemption under

section 3(a)(10) of the U.S. Securities Act to issue shares to Ares Securityholders who are resident in the United States.

SWORN BEFORE ME remotely by video conference from the City of Vancouver, in the Province of British Columbia, to the City of Toronto, in the Province of Ontario, in accordance with O. Reg 431/20, on October 3, 2022.

James Walker

A Commissioner for Taking Affidavits, etc.

Alfred Pepushaj (LSO #84973C)

TAB 1

This is **Exhibit "1"** to the

Affidavit of **James Walker**

sworn remotely this 3rd day of October, 2022.

A Commissioner for Taking Affidavits, etc.

Alfred Pepushaj (LSO #84973C)

NOTICE OF MEETING

AND

MANAGEMENT INFORMATION CIRCULAR

FOR THE ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS OF

ARES STRATEGIC MINING INC.

TO BE HELD ON NOVEMBER ♦, 2022

Unless otherwise stated, the information herein is given as of ♦, 2022

Information has been incorporated by reference in this document from documents filed with securities commissions or similar authorities in Canada. Copies of the documents incorporated herein by reference may be obtained on request without charge from Ares Strategic Mining Inc. ("**Ares**") at Suite 1001 - 409 Granville Street, Vancouver, British Columbia, V6C 1T2, Telephone: (604) 345-1576, and are also available electronically on Ares's website at www.aresmining.com and under Ares' profile at www.SEDAR.com.

October ♦, 2022

Dear Shareholders:

You are cordially invited to attend the annual general and special meeting of shareholders of Ares Strategic Mining Inc. ("**Ares**") to be held at 10:00 A.M. (Vancouver time) on November ♦, 2022 at Suite 900 – 885 West Georgia Street, Vancouver, British Columbia, Canada.

At the meeting, among other items of business including the annual election of directors, shareholders will be asked to consider and vote on a special resolution to approve a spin-out of Ares's respective interests in the Liard Property and Vanadium Property (together, the "**Spinco Properties**"), located in British Columbia, Canada, to its shareholders by way of a share capital reorganization effected through a statutory plan of arrangement (the "**Plan of Arrangement**"). The Spinco Properties will be held through Ares's wholly-owned subsidiary, Enyo Strategic Mining Inc. ("**Enyo**"), which subsidiary will also assume the Spinco Liabilities. The Plan of Arrangement involves, among other things, the distribution of common shares of Enyo to current shareholders of Ares on the basis of 0.1 of an Enyo common share per outstanding common share of Ares. Once the Plan of Arrangement has completed, Ares Shareholders will own shares in two public companies: Enyo, which will focus on the development of the Spinco Properties, and Ares, which will continue to generate prospective mineral properties. Of the Spinco Properties, the Liard Property is considered to be material for the purposes of NI 43-101.

The board of directors of Ares has determined that the Plan of Arrangement is fair and is in the best interests of Ares and its shareholders and unanimously recommends that shareholders vote in favour of the special resolution. In addition, Evans & Evans, Inc., an advisor to Ares, has provided the Fairness Opinion (as defined herein) to the Ares board to the effect that, as of October ♦, 2022, and subject to the assumptions, limitations and qualifications set out in the Fairness Opinion, the consideration to be received by the Ares Shareholders under the Plan of Arrangement is fair, from a financial point of view, to Ares Shareholders.

The accompanying notice of meeting (the "**Meeting**") and management information circular (the "**Information Circular**") provide a full description of the Plan of Arrangement and includes certain additional information to assist you in considering how to vote in respect of the Plan of Arrangement. You are encouraged to consider carefully all of the information in the accompanying management information circular, including the documents incorporated by reference therein. If you require assistance, you should contact your financial, legal, tax or other professional adviser.

Your vote is important regardless of the number of shares of Ares that you own. If you are a registered holder of shares of Ares, we encourage you to complete, sign, date and return the enclosed form of proxy by no later than 10:00 A.M. (Vancouver time) on Wednesday, October 5, 2022, to ensure that your shares are voted at the meeting in accordance with your instructions, whether or not you are able to attend in person. If you hold your shares through a broker or other intermediary, you should follow the instructions provided by them to vote your shares.

If you are a registered Ares shareholder, we also encourage you to complete and return the accompanying letter of transmittal ("**Letter of Transmittal**") together with the certificate(s) (if any) representing your Ares shares and any other required documents and instruments, to TSX Trust Company, acting as the depositary, in the accompanying return envelope in accordance with the instructions set out in the Letter of Transmittal so that, if the Plan of Arrangement is completed, new Ares shares and Enyo shares can be sent to you as soon as possible after the Plan of Arrangement becomes effective. The Letter of Transmittal contains other procedural information related to the Plan of Arrangement, and should be reviewed carefully. If you hold your Ares shares through a broker or other intermediary, please contact them for instructions and assistance in receiving new Ares shares and Enyo shares in exchange for your Ares shares. Assuming that all conditions to completion of the Plan of Arrangement are satisfied, it is anticipated that the Plan of Arrangement will become effective on or about November ♦, 2022.

On behalf of Ares, we thank all shareholders for their ongoing support.

Yours very truly,

"♦"

James Walker
President, Chief Executive Officer and Director

NOTICE OF ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS

To the Shareholders of Ares Strategic Mining Inc.:

NOTICE IS HEREBY GIVEN that an annual and special meeting (the "**Meeting**") of the holders (the "**Ares Shareholders**") of common shares ("**Ares Shares**") of Ares Strategic Mining Inc. ("**Ares**") will be held at Suite 900 – 885 West Georgia Street, Vancouver, British Columbia on November ♦, 2022 at 10:00 A.M. (Vancouver Time) for the following purposes:

1. for the Ares Shareholders to consider and, if deemed advisable, to approve, with or without variation, a special resolution of the Ares Shareholders (the "**Arrangement Resolution**") approving a statutory plan of arrangement (the "**Plan of Arrangement**") pursuant to Section 182 of the *Business Corporations Act* (Ontario) (the "**OBCA**") among Ares, the Ares securityholders and Enyo Strategic Mining Inc. ("**Enyo**"), as more fully described in the Information Circular;

2. for Ares Shareholders to receive the audited financial statements of Ares for the fiscal year ended September 30, 2021, together with the report of the auditors thereon;

3. for Ares Shareholders to determine the number of directors at five;

4. for Ares Shareholders to elect the directors of Ares for the ensuing year;

5. to re-appoint Manning Elliott LLP, Chartered Professional Accountants, as the auditor of Ares for the ensuing fiscal year and to authorize the directors of Ares to fix the auditor's remuneration;

6. for Ares Shareholders to consider, and if deemed advisable, pass an ordinary resolution of disinterested shareholders, substantially in the form set out in the Information Circular, to approve the adoption of an equity incentive plan for Ares (the "**Ares Equity Incentive Plan**") to replace Ares' existing stock option plan;

7. subject to the approval of the Arrangement Resolution, for Ares Shareholders to consider, and if deemed advisable, pass an ordinary resolution, substantially in the form set out in the information circular, to approve the adoption of an equity incentive plan for Enyo (the "**Enyo Equity Incentive Plan**");

8. to consider, and if deemed advisable, to pass a special resolution to approve the Continuation of Ares out of Ontario and into the Province of British Columbia (the "**Continuation Resolution**") under the *Business Corporations Act* (British Columbia) (the "**BCBCA**"), as more fully described in the accompanying Information Circular; and

9. to transact such further or other business as may properly come before the Meeting and any adjournment(s) or postponement(s) thereof.

AND TAKE NOTICE that registered Ares Shareholders have a right of dissent in respect of the proposed Arrangement and the Continuation Resolution and to be paid the fair value of their Ares Shares, in the case of the Continuation Resolution, in accordance with section 185 of the OBCA and, in the case of the Arrangement, in accordance with the provisions of the Plan of Arrangement governing the Arrangement and section 185 of the OBCA. The dissent rights are described in the accompanying Information Circular (and specifically Schedule "E"). Failure to strictly comply with required procedure may result in the loss of any right of dissent.

Only Ares Shareholders of record at the close of business on ♦, 2022 will be entitled to receive notice of and vote at the Meeting. Any adjournment of the Meeting will be held at a time and place to be specified at the Meeting. If you are unable to attend the Meeting in person, please complete, sign and date the enclosed form of proxy and return the same in the enclosed return envelope provided for that purpose within the time and to the location set out in the form of proxy accompanying this notice.

It is desirable that as many Ares Shares as possible be represented at the Meeting. Whether or not you expect to attend the Meeting, please exercise your right to vote. Please complete the enclosed instrument of proxy and return it as soon as possible in the envelope provided for that purpose. To be valid, all instruments of proxy must

be deposited at the office of the Registrar and Transfer Agent of Ares, TSX Trust Company, 301 – 100 Adelaide Street West, Toronto, Ontario, M5H 1S3, not later than forty-eight (48) hours, excluding Saturdays, Sundays and holidays, prior to the time of the Meeting or any adjournment(s) or postponement(s) thereof. Late instruments of proxy may be accepted or rejected by the Chairman of the Meeting in his discretion and the Chairman is under no obligation to accept or reject any particular late instruments of proxy.

The accompanying Information Circular provides additional information relating to the matters to be dealt with at the Meeting and is deemed to form part of this notice.

This notice is accompanied by the Information Circular and either a form of proxy for Registered Holders or a voting instruction form for beneficial Ares Shareholders.

DATED at Vancouver, British Columbia this ♦ day of October, 2022.

BY ORDER OF THE BOARD

(*signed*) "♦"
James Walker
President, Chief Executive Officer and Director

Registered Ares Shareholders unable to attend the Meeting are requested to date, sign and return their form of proxy in the enclosed envelope. If you are a non-registered Ares Shareholder and receive these materials through your broker or through another Intermediary, please complete and return the materials in accordance with the instructions provided to you by your broker or by the other Intermediary. Failure to do so may result in your shares not being eligible to be voted by proxy at the Meeting.

TABLE OF CONTENTS

SCHEDULES

Capitalized terms used in this Notice of Meeting are defined in the Glossary of Terms or elsewhere in the Information Circular.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Information Circular contains "forward-looking statements" or "forward-looking information" within the meaning of applicable Canadian securities legislation. Forward-looking information is provided as of the date of this Information Circular or, in the case of documents incorporated by reference herein, as of the date of such documents and neither Ares nor Enyo intend to, nor do they assume any obligation, to update this forward-looking information, except as required by law. Generally, forward-looking information can be identified by the use of forward-looking terminology such as "plans", "expects" or "does not expect", "is expected", "budget", "scheduled", "estimates", "forecasts", "intends", "anticipates" or "does not anticipate", or "believes", or variations of such words and phrases or statements that certain actions, events or results "may", "could", "would", "might" or "will be taken", "occur" or "be achieved".

Forward-looking information is based on reasonable assumptions that have been made by Ares as at the date of such information and is subject to known and unknown risks, uncertainties and other factors that may cause the actual results, level of activity, performance or achievements of Ares to be materially different from those expressed or implied by such forward-looking information, including but not limited to: the risk of Ares not obtaining court, shareholder or stock exchange approvals to proceed with the Arrangement; the risk of unexpected tax consequences to the Arrangement; the risk of unanticipated material expenditures required by Ares prior to completion of the Arrangement; risks of the market valuing Ares and/or Enyo in a manner not anticipated by Ares; risks relating to the benefits of the Arrangement not being realized or as anticipated; risk of Ares not obtaining consents or regulatory approval for the Continuation; risks associated with mineral exploration and development; metal and mineral prices; availability of capital, including the ability of Enyo to raise sufficient capital through one or more offerings of securities after completion of the Arrangement to operate its business and to satisfy the listing requirements of the CSE (as herein defined); accuracy of Ares's projections and estimates; interest and exchange rates; competition; share price fluctuations; availability of drilling equipment and access; actual results of activities; government regulation; political or economic developments; environmental risks; insurance risks; capital expenditures; operating or technical difficulties in connection with development activities; personnel relations; the speculative nature of base and precious metal exploration and development; contests over title to properties; changes and volatility in project parameters as plans continue to be refined; the inherent uncertainties regarding cost estimates, changes in commodity prices, financing, unanticipated resource grades, infrastructure, results of exploration activities, cost overruns, availability of materials and equipment, timeliness of government approvals, taxation, political risk and related economic risk and unanticipated environmental impact on operations; global financial conditions; the market price of Ares's securities; ability to access capital; changes in interest rates; liabilities and risks inherent in exploration and development operations; uncertainties associated with estimating mineral resources and production; uncertainty as to reclamation and decommissioning liabilities; failure to obtain industry partner and other third party consents and approvals when required; delays in obtaining permits and licenses for development properties; competition for, among other things, capital, undeveloped lands and skilled personnel; incorrect assessments of the value of acquisitions or dispositions; property title risk; geological, technical and processing problems; the ability of Ares to meet its obligations to its creditors; actions taken by regulatory authorities with respect to mining activities; the potential influence of or reliance upon Ares's business partners, and the adequacy of insurance coverage; as well as those factors discussed in the sections entitled "*Ares Strategic Mining Inc. – Risk Factors*" and "*Enyo Strategic Mining Inc. – Risk Factors*" herein. Other documents incorporated by reference in the Information Circular, such as the audited financial statements of Ares as at, and for the financial years ended, September 30, 2021 and 2020 (together with the auditor's report thereon and the notes thereto) and related management's discussion and analysis for the financial years ended September 30, 2021 and 2020, each include forward-looking information with respect to, among other things, Ares's corporate development and strategy. Forward-looking information is based on certain assumptions that Ares and Enyo believe are reasonable, including that the required shareholder, court and regulatory and stock exchange approvals for the transactions described in this Information Circular will be obtained; that the transactions described in this Information Circular will be completed as disclosed herein; that the

current directors and officers of Ares and Enyo will continue in their respective capacities as directors and officers of Ares and Enyo, as applicable; that sufficient working capital will be available for both Ares and Enyo; and that shareholdings of certain shareholders of Ares will not change prior to the closing of the transactions described herein; the current price of and demand for commodities will be sustained or will improve, the supply of commodities will remain stable, that the general business and economic conditions will not change in a material adverse manner, that financing will be available if and when needed on reasonable terms and that Ares will not experience any material labour dispute, accident, or failure of plant or equipment and such other assumptions and factors as set out herein.

Although Ares has attempted to identify important factors that could cause actual results to differ materially from those contained in forward-looking information, there may be other factors that cause results not to be as anticipated, estimated or intended. There can be no assurance that such information will prove to be accurate, as actual results and future events could differ materially from those anticipated in such information. Accordingly, readers should not place undue reliance on forward looking information. Ares does not undertake to update any forward-looking information contained herein or that is incorporated by reference herein, except in accordance with applicable securities laws.

DATE OF INFORMATION

Information contained in this Information Circular is as at October ♦, 2022, unless otherwise indicated.

REPORTING CURRENCIES AND ACCOUNTING PRINCIPLES

The historical financial statements of Ares and Enyo contained in this Information Circular are reported in Canadian dollars and have been prepared in accordance with IFRS. All references to dollar amounts in this Information Circular are to Canadian dollars unless stated otherwise or the context otherwise requires.

CURRENCY

Unless otherwise indicated herein, references to "$", "Cdn$" "Canadian dollars" are to Canadian dollars, and references to "US$" or "U.S. dollars" are to United States dollars.

DOCUMENTS INCORPORATED BY REFERENCE

Information has been incorporated by reference in this Information Circular from documents filed by Ares with the securities commissions or similar authorities in British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland (the "**Reporting Jurisdictions**"). Copies of the documents incorporated herein by reference may be obtained on request without charge from the Corporate Secretary of Ares at Suite 1001 - 409 Granville Street, Vancouver, British Columbia, V6C 1T2 (Telephone (604) 345-1576). These documents are also available under Ares's profile on the SEDAR website at www.SEDAR.com.

The following documents are specifically incorporated by reference into, and form an integral part of, this Information Circular:

1. the audited financial statements of Ares as at, and for the financial years ended, September 30, 2021 and 2020, together with the auditors' report thereon and the notes thereto;

2. management's discussion and analysis for the financial years ended September 30, 2021 and 2020;

3. the Technical Report; and

4. the Arrangement Agreement.

Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purposes of this Information Circular to the extent that a statement contained in this Information Circular or in any subsequently filed document that also is or is deemed to be incorporated by reference herein modifies, replaces or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Information Circular. The modifying or superseding statement need not state that it has modified or superseded a prior statement or include any other information set forth in the document that it modifies or supersedes. The making of such a modifying or superseding statement shall not be deemed an admission for any purpose that the modified or superseded statement, when made, constituted a misrepresentation, an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made.

NOTE TO UNITED STATES SECURITYHOLDERS

THE SECURITIES TO BE ISSUED IN CONNECTION WITH THE PLAN OF ARRANGEMENT HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION (THE "SEC") OR SECURITIES REGULATORY AUTHORITIES IN ANY STATE OF THE UNITED STATES, NOR HAS THE SEC OR THE SECURITIES REGULATORY AUTHORITIES OF ANY STATE OF THE UNITED STATES PASSED ON THE ADEQUACY OR ACCURACY OF THIS INFORMATION CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The Enyo Shares and New Ares Shares to be issued to Ares Shareholders in exchange for Ares Shares under the Plan of Arrangement, the Enyo Options and Ares Replacement Options to be issued to Ares Optionholders in exchange for Ares Options under the Plan of Arrangement, and the modification of the Ares Warrants pursuant to the Arrangement have not been and will not be registered under the U.S. Securities Act, and are being issued and exchanged or accomplished in reliance on the exemption from registration set forth in Section 3(a)(10) of the U.S. Securities Act (the "**Section 3(a)(10) Exemption**") on the basis of the approval of the Court, and similar exemptions from registration under applicable state securities laws. The Section 3(a)(10) Exemption exempts the issuance of any securities issued in exchange for one or more bona fide outstanding securities from the general requirement of registration where the terms and conditions of the issuance and exchange of such securities have been approved by a court of competent jurisdiction that is expressly authorized by law to grant such approval, after a hearing upon the substantive and procedural fairness of the terms and conditions of such issuance and exchange at which all persons to whom it is proposed to issue the securities have the right to appear and receive timely and adequate notice thereof. The Court is authorized to conduct a hearing at which the substantive and procedural fairness of the terms and conditions of the Arrangement will be considered. The Court issued the Interim Order on October♦, 2022 and, subject to the approval of the Arrangement by the Ares Shareholders, a hearing of the application for the Final Order will be held on November ♦, 2022 at 9:45 a.m. (Toronto Time) at the ♦, Toronto, Ontario, Canada. All Securityholders are entitled to appear and be heard at this hearing. The Final Order will constitute a basis for the Section 3(a)(10) Exemption with respect to the Enyo Shares and New Ares Shares to be issued to the Ares Shareholders in exchange for their Ares Shares pursuant to the Arrangement, with respect to the Enyo Options and Ares Replacement Options to be issued to Ares Optionholders in exchange for their Ares Options pursuant to the Arrangement and with respect to the modification of the Ares Warrants pursuant to the Arrangement. Prior to the hearing on the Final Order, the Court will be informed of this effect of the Final Order. "*U.S. Securities Laws*" and "*Approval of the Arrangement – Court Approval of the Arrangement*".

The solicitation of proxies hereby is not subject to the proxy requirements of section 14(a) of the U.S. Exchange Act. Furthermore, this Information Circular has been prepared in accordance with the applicable disclosure requirements in Canada, and the solicitations and transactions contemplated in this Information Circular are made in the United States for securities of a Canadian issuer in accordance with applicable Canadian corporate and securities laws. U.S. Securityholders should be aware that such requirements are different than those of the United States.

Likewise, information concerning the properties and operations of Ares and Enyo has been prepared in accordance with Canadian standards, and may not be comparable to similar information for United States companies.

Certain financial statements and information included or incorporated by reference herein have been prepared in accordance with IFRS as issued by the International Accounting Standards Board ("**IASB**"), and are subject to auditing and auditor independence standards in Canada, and thus may not be comparable to financial statements of United States companies prepared in accordance with United States generally accepted accounting principles and United States auditing and auditor independence standards.

U.S. Securityholders should be aware that the issue and exchange of the securities described herein may have tax consequences both in the United States and in Canada. Such consequences for investors who are resident in, or citizens of, the United States may not be described fully herein.

Each U.S. Securityholder should consult its own tax adviser regarding the proper treatment of the Arrangement and the ownership and disposition of securities of Ares or Enyo for United States federal income tax purposes.

The enforcement by investors of civil liabilities under the United States federal securities laws may be adversely affected by the fact that Ares and Enyo are incorporated or organized outside the United States, that most of their officers and directors and the experts named herein may be residents of a country other than the United States, and that certain of the assets of Ares, Enyo and said persons are located outside the United States. As a result, it may be difficult or impossible for U.S. Securityholders to effect service of process within the United States upon Ares or Enyo, their respective directors or officers, or the experts named herein, or to realize against them upon judgments of courts of the United States predicated upon civil liabilities under the federal securities laws of the United States or "blue sky" laws of any state within the United States. In addition, U.S. Securityholders should not assume that the courts of Canada: (a) would enforce judgments of United States courts obtained in actions against such persons predicated upon civil liabilities under the federal securities laws of the United States or "blue sky" laws of any state within the United States; or (b) would enforce, in original actions, liabilities against such persons predicated upon civil liabilities under the federal securities laws of the United States or "blue sky" laws of any state within the United States.

The Enyo Shares and New Ares Shares to be issued to Ares Shareholders in exchange for their Ares Shares pursuant to the Arrangement will be freely transferable under U.S. federal securities laws, except by persons who are "affiliates" (as defined in Rule 144 under the U.S. Securities Act) of Enyo or Ares, respectively, after the Effective Date, or were "affiliates" of Enyo or Ares, respectively, within 90 days prior to the Effective Date. Persons who may be deemed to be "affiliates" of an issuer include individuals or entities that control, are controlled by, or are under common control with, the issuer, whether through the ownership of voting securities, by contract, or otherwise, and generally include executive officers and directors of the issuer as well as principal shareholders of the issuer. Any resale of such Enyo Shares or New Ares Shares by such an affiliate (or former affiliate) may be subject to the registration requirements of the U.S. Securities Act, absent an exemption therefrom. See "*U.S. Securities Laws*".

The Section 3(a)(10) Exemption does not exempt the issuance of securities issued upon the exercise of securities that were previously issued pursuant to the Section 3(a)(10) Exemption. Therefore, the Enyo Shares issuable upon the exercise of the Ares Warrants following the Effective Date, and the New Ares Shares issuable upon the exercise of the Ares Replacement Options or Ares Warrants following the Effective Date, may not be issued in reliance upon the Section 3(a)(10) Exemption and may be exercised only pursuant to an available exemption from the registration requirements of the U.S. Securities Act and applicable state securities laws.

SUMMARY

The following is a summary of the principal features of the Arrangement and certain other matters and should be read together with the more detailed information and financial data and statements contained elsewhere in the Information Circular, including the schedules hereto. This Summary is qualified in its entirety by the more detailed information appearing or referred to elsewhere herein. Unless otherwise indicated, all currency amounts are stated in Canadian dollars. The information contained herein is as of October ♦, 2022 unless otherwise indicated.

Capitalized terms used in this Summary are defined in the Glossary of Terms.

The Meeting

Time, Date and Place of Meeting

The Meeting of Ares Shareholders will be held on ♦, November ♦, 2022 at 10:00 A.M. (Vancouver time) at Suite 900 – 885 West Georgia Street, Vancouver, British Columbia.

The Record Date

The Record Date for determining the Registered Holders (as herein defined) entitled to receive notice of and to vote at the Meeting is October ♦, 2022.

Purpose of the Meeting

This Information Circular is furnished in connection with the solicitation of proxies by management of Ares for use at the Meeting which will be held for the following purposes:

Election of Directors

The Ares Shareholders will be asked to set the number of directors and to elect the directors of Ares. See "*Particulars of Matters to be Acted Upon – Election of Directors*" in this Information Circular.

Appointment of the Auditor

The Ares Shareholders will be asked to appoint the auditor of Ares and to authorize the directors of Ares to fix the remuneration of the auditor. See "*Particulars of Matters to be Acted Upon – Appointment of Auditor*" in this Information Circular.

Approval of Ares Equity Incentive Plan

Ares' current stock option plan (the "**Former Ares Plan**") is a "rolling" stock option plan, whereby the aggregate number of Ares Shares reserved for issuance, together with any other Ares Shares reserved for issuance under any other plan or agreement of Ares, shall not exceed ten (10%) percent of the total number of issued Ares Shares (calculated on a non-diluted basis) at the time an option is granted.

On ♦, 2022, the Ares Board adopted the Ares Equity Incentive Plan to replace the Former Ares Plan, which is subject to approval by the disinterested Ares Shareholders. The Ares Board believes that the Ares Equity Incentive Plan will provide greater flexibility to grant equity-based incentive awards in the form of options ("**Options**"), restricted share units ("**RSUs**"), performance share units ("**PSUs**") and deferred share units ("**DSUs**").

At the Meeting disinterested Ares Shareholders will be asked to ratify, confirm and approve, by ordinary resolution, the Ares Equity Incentive Plan which, if approved, will replace the Former Ares Plan and the Bonus Share Plan. As of

the date hereof, Ares does not have any other incentive plans other than the Former Ares Plan, the Bonus Share Plan and the Ares Equity Incentive Plan nor has Ares granted any other incentive awards other than the 2,049,500 Ares Options and bonus shares to its directors, officers and consultants. See "*Particulars of Matters to be Acted Upon – Approval of Ares Equity Incentive Plan*" in this Information Circular.

The Continuation out of Ontario and into British Columbia

The Ares Shareholders will be asked to approve, by Special Resolution, the Continuation Resolution. Registered Holders have the right to dissent to the Continuation. Dissenting Shareholders who strictly comply with Sections 237-247 of the OBCA, are entitled to be paid the fair value of their Ares Shares by Ares if the Continuation becomes effective. In addition, the Dissent Rights applicable to the Continuation are summarized under the heading "*Rights of Dissenting Ares Shareholders*" and the provisions of the OBCA with regard to the Dissent Rights are set out in Schedule "E" to this Information Circular. A Registered Holder is not entitled to dissent with respect to such holder's shares if such holder votes any of those shares in favour of the Continuation Resolution. See "*Particulars of Matters to be Acted Upon – Approval of the Continuation*" in this Information Circular.

The Arrangement

The Ares Shareholders, by Special Resolution, will be asked to approve the Arrangement involving Ares, the Ares Securityholders and Enyo, a wholly-owned subsidiary of Ares incorporated for the purposes of the Arrangement. Under the Arrangement, Ares will spin-out the shares of its wholly-owned subsidiary, Enyo, which will have assumed the Spinco Liabilities and acquired the Spinco Properties located in British Columbia, Canada prior to the Arrangement, to the Ares Shareholders. See "*Particulars of Matters to be Acted Upon – Approval of the Arrangement*" in this Information Circular.

Enyo Equity Incentive Plan

The Ares Shareholders will also be asked to approve, by ordinary resolution, the adoption of the Enyo Equity Incentive Plan (as defined herein) pursuant to applicable CSE policies. See "*Particulars of Matters to be Acted Upon – Approval of Enyo Equity Incentive Plan*" in this Information Circular.

Summary of the Arrangement

The Arrangement will be completed by way of plan of arrangement pursuant to Section 182 of the OBCA involving Ares, the Ares Securityholders and Enyo. The disclosure of the principal features of the Arrangement, as summarized below, is qualified in its entirety by reference to the full text of the Arrangement Agreement, which is available on SEDAR under Ares's profile at www.SEDAR.com and is incorporated by reference herein.

Reasons for the Arrangement

Ares believes that the Arrangement is in the best interests of Ares for numerous reasons, including:

(a) At the moment, the capital markets value the Liard Property and the Vanadium Property together with all of Ares's other properties. By completing the Arrangement, the markets will value the Liard Property and the Vanadium Property each separately and independently of Ares's other properties, which should create additional value for Ares Shareholders;

(b) Separating each of the Liard Property and the Vanadium Property from Ares's other properties is expected to accelerate the development of the Liard Property, which will be Enyo's material property;

(c) Ares will be better able to focus on developing its assets, other than the Spinco Properties, without having the constraints of managing and financing the Spinco Properties;

(d) Ares Shareholders will benefit by holding shares in two separate public companies;

(e) The Fairness Opinion delivered to the Ares Board, to the effect that, as of September ♦, 2022, and subject to the assumptions, limitations and qualifications set out in the Fairness Opinion, the Enyo Spinout Shares to be received by Ares Shareholders under the Arrangement is fair, from a financial point of view, to Ares Shareholders; and

(f) Separating Ares and Enyo will expand Enyo's potential shareholder base and access to development capital by allowing investors that want specific ownership in a particular geographic location and in respect of specific properties with different geological characteristics the opportunity to invest directly in Enyo rather than through Ares.

Evans & Evans, Inc. have provided the Fairness Opinion to the Ares Board in respect of the fairness of the terms of the Arrangement, from a financial point of view, to the Ares Shareholders. Based upon its review and such other matters as Evans & Evans, Inc. have considered relevant, and subject to the limitations, qualifications and assumptions set out in the Fairness Opinion, it is its opinion that, as of September ♦, 2022 the Arrangement (based on the Plan of Arrangement and Arrangement Agreement) is fair, from a financial point of view, to the Ares Shareholders. A summary of the Fairness Opinion is attached to this Information Circular as Schedule "L".

In the course of its deliberations, the Ares Board also identified and considered a variety of risks and potentially negative factors, including, but not limited to, the risks set out under "*Approval of the Arrangement – Arrangement Risk Factors*".

The foregoing discussion summarizes the material information and factors considered by the Ares Board in their consideration of the Plan of Arrangement. The Ares Board collectively reached its unanimous decision with respect to the Plan of Arrangement in light of the factors described above and other factors that each member of the Ares Board felt were appropriate. In view of the wide variety of factors and the quality and amount of information considered, the Ares Board did not find it useful or practicable to, and did not make specific assessments of, quantify, rank or otherwise assign relative weights to the specific factors considered in reaching its determination. Individual members of the Ares Board may have given different weight to different factors.

For further information on the reasons for the Arrangement, see "*Particulars of Matters to be Acted Upon – Approval of the Arrangement – Recommendation of the Directors*" in this Information Circular.

Principal Steps of the Arrangement

Prior to the Effective Time, Enyo will issue the Enyo Spinout Shares to Ares to complete the acquisition of the Spinco Properties. The following is a summary of the principal steps of the Arrangement:

(a) the existing Ares Shares will be redesignated as Ares Class A Shares;

(b) Ares will create a new class of common shares known as the New Ares Shares;

(c) each Ares Class A Share will be exchanged for one New Ares Share and 0.1 of an Enyo Spinout Share;

(d) the Ares Class A Shares will be cancelled; and

(e) as part of the Arrangement, all outstanding Ares Options and Ares Warrants will be adjusted to allow holders to acquire, upon exercise, New Ares Shares and Enyo Shares in amounts reflective of the relative fair market values of Ares and Enyo at the Effective Time.

As a result of the Arrangement, Ares Shareholders will own the Enyo Spinout Shares, and Ares will have no further interest in Enyo or the Enyo Shares. Enyo will have acquired the Spinco Properties prior to the Arrangement becoming effective and will focus on the further exploration and development of the Spinco Properties. The Liard Property will be Enyo's material property for purposes of NI 43-101. The Arrangement is subject to a number of conditions including CSE acceptance, approval by the Ares Shareholders and Court approval.

The CSE has conditionally accepted the Arrangement and Enyo has not made application to list the Enyo Shares on the CSE. Any listing will be subject to Enyo fulfilling all of the listing requirements of the CSE.

Pursuant to Section 182 of the OBCA and in accordance with the terms of the Arrangement Agreement, the Arrangement Resolution must be approved, with or without variation, by not less than two-thirds of the votes cast at the Meeting in person or by proxy by Ares Shareholders.

The Ares Board may, in its absolute discretion, determine whether or not to proceed with the Arrangement without further approval, ratification or confirmation by the Ares Shareholders.

The foregoing is a summary only. For further details see "*Particulars of Matters to be Acted Upon – Approval of the Arrangement*" in this Information Circular.

Effect of the Arrangement

As a result of the Arrangement, Ares Shareholders will no longer hold their Ares Shares and instead, will receive one New Ares Share and 0.1 of an Enyo Share for every one Ares Share held at the Effective Time, and as a result, will hold shares in two public companies.

Upon completion of the Arrangement, Enyo will be a reporting issuer in the Reporting Jurisdictions. Enyo has not made application to list the Enyo Shares on the CSE.

Recommendation of the Directors

After careful consideration, the Ares Board, after receiving legal and financial advice, has unanimously determined that the Arrangement is in the best interests of Ares and is fair to the Ares Shareholders. Accordingly, the Ares unanimously recommends that Ares Shareholders vote FOR the Arrangement Resolution.

Each director and officer of Ares who owns Ares Shares has indicated his or her intention to vote his or her Ares Shares in favour of the Arrangement Resolution. See "*Particulars of Matters to be Acted Upon – Approval of the Arrangement – Recommendation of the Directors*" in this Information Circular.

Directors and Officers of Enyo

The Enyo Board will be comprised of James Walker, Paul Sarjeant, Changxian Li, Bob Li, Raul Sanabria, and Ron Woo. Executive management of Enyo will consist of James Walker, President and Chief Executive Officer, and Viktoriya Griffin, Chief Financial Officer. Enyo may, as the Enyo Board may determine, add individuals to the Enyo Board and management to ensure Enyo has the appropriate amount of local knowledge and skill sets to advance the Spinco Properties and additional assets Enyo may acquire in the future. Since Ares's focus is primarily on mineral exploration assets located in the U.S., and Enyo's focus will be on the Spinco Properties located in British Columbia, Canada, any common directors on the Enyo Board and the Ares Board are not expected to be subject to any conflicts of interest. See "*Enyo Strategic Mining Inc. – Directors and Officers*" in this Information Circular.

The Companies

Ares was incorporated under the OBCA on November 20, 2009 as "Northern Iron Corp.. On December 6, 2016, "Northern Iron Corp." changed its name to "Lithium Energy Products Inc.". On February 13, 2020, "Lithium Energy

Products Inc." changed its name to "Ares Strategic Mining Inc.". Ares' common shares are listed on the CSE as a mineral exploration issuer and it possesses several mineral exploration projects and properties located in the U.S. and Canada.

Enyo is a wholly-owned subsidiary of Ares and incorporated under the BCBCA for the purpose of the Arrangement. As of the Effective Date, Enyo will own the Spinco Properties. For further information, see "*Spinco Properties*" below.

See "*Ares Strategic Mining Inc.*" and "*Enyo Strategic Mining Inc.*" in this Information Circular for disclosure about each of Ares and Enyo, on a current and post-Arrangement basis.

Pro forma Business Objectives

Upon completion of the Arrangement, Ares will continue to hold all of its other assets including cash and cash equivalents, restricted cash, amounts receivable, prepaid amounts and other assets, deposits, capital advances, capital work-in progress, property and equipment, including the Spor Mountain property located in the State of Utah, the Jackpot Lake property located in the State of Nevada and other exploration properties located in the Province of Ontario. Ares will actively pursue future growth opportunities, primarily through the acquisition and subsequent sale, farm-out, joint venture or other arrangement of promising mineral exploration properties. Prior to the Arrangement becoming effective, Enyo will have acquired the Spinco Properties and be responsible for the Spinco Liabilities. Enyo intends to concentrate its activities primarily on the exploration and development of the Liard Property.

Conditions to the Arrangement

The Arrangement is subject to a number of conditions, certain of which may only be waived in accordance with the Arrangement Agreement, including receipt by Ares and Enyo of all required approvals, including approval by: not less than two-thirds of the votes cast at the Meeting in person or by proxy by Ares Shareholders; approval of the CSE of the Arrangement, including the listing of the New Ares Shares in substitution for the Ares Class A Shares, and approval of the Arrangement by the Court (as herein defined). See "*Particulars of Matters To Be Acted Upon – Approval of the Arrangement – Conduct of Meeting and Other Approvals*" and "*Arrangement Agreement – Conditions to the Arrangement Becoming Effective*" in this Information Circular.

Conduct of Meeting and Other Approvals

Shareholder Approval of the Arrangement

The Arrangement Resolution must be approved, with or without variation, by not less than two-thirds of the votes cast at the Meeting in person or by proxy by Ares Shareholders.

Court Approval of the Arrangement

Under the OBCA, Ares is required to obtain the approval of the Court to the calling and holding of the Meeting and to the Arrangement. On October ♦, 2022, prior to mailing the material in respect of the Meeting, Ares obtained an Interim Order providing for the calling and holding of the Meeting and other procedural matters. A copy of the Interim Order and the Requisition of Hearing of Petition for Final Order are appended as Schedules "C" and "D", respectively, to this Information Circular. As set out in the Requisition of Hearing of Petition for Final Order, the Court hearing in respect of the Final Order is scheduled to take place at 10:00 A.M. (Vancouver time) on November ♦, 2022, following the Meeting or as soon thereafter as the Court may direct or counsel for Ares may be heard, at the ♦, Toronto, Ontario, subject to the approval of the Arrangement Resolution at the Meeting. **Securityholders who wish to participate in or be represented at the Court hearing should consult with their legal advisors as to the necessary requirements.**

At the Court hearing, any Securityholders who wish to participate or to be represented or to present evidence or argument may do so, subject to the rules of the Court. Although the authority of the Court is very broad under the OBCA, the Court will consider, among other things, the procedural and substantive fairness and reasonableness of the terms and conditions of the Arrangement and the rights and interests of every person affected. The Court may approve the Arrangement as proposed or as amended in any manner as the Court may direct. The Court's approval is required for the Arrangement to become effective. In addition, it is a condition of the Arrangement that the Court will have determined, prior to approving the Final Order, that the terms and conditions of the issuance of securities comprising the Arrangement are procedurally and substantively fair to the Securityholders.

Under the terms of the Interim Order, each Securityholder will receive proper notice that they will have the right to appear and make representations at the application for the Final Order. Any person desiring to appear at the hearing to be held by the Court to approve the Arrangement pursuant to the Requisition of Hearing of Petition for Final Order is required to file with the Court and serve upon Ares, at the address set out below, prior to 4:00 P.M. (Vancouver time) on ♦, 2022, the Response to Petition, including his address for service, together with any evidence or materials which are to be presented to the Court. The Response to Petition and supporting materials must be delivered to:

WeirFoulds LLP
4100 – 66 Wellington Street West
Toronto, Ontario
M5K 1B7
Attention: Nadia Chiesa

Regulatory Approvals

If the Arrangement Resolution is approved by the requisite two-thirds of the Ares Shareholders voting together as a single class, final regulatory approval must be obtained for all the transactions contemplated by the Arrangement before the Arrangement may proceed.

The Ares Shares are currently listed and posted for trading on the CSE. Ares is a reporting issuer in the Reporting Jurisdictions. Approval from the CSE is required for the completion of the Arrangement, including listing of the New Ares Shares in substitution for the Ares Shares. Upon completion of the Arrangement, it is expected that Enyo will be a reporting issuer in the Reporting Jurisdictions and intends to seek a listing of the Enyo Shares on the CSE. Enyo has not made an application to list the Enyo Shares on the CSE. Any listing will be subject to the approval of the CSE. There can be no assurances that Enyo will be able to attain a listing on the CSE or any other stock exchange.

Ares Shareholders should be aware that certain of the foregoing approvals, including a listing on the CSE or a determination that Enyo will be a reporting issuer in the specified jurisdictions, have not yet been received from the regulatory authorities referred to above. There is no assurance that such approvals will be obtained.

See "*Particulars of Matters To Be Acted Upon – Approval of the Arrangement – Conduct of Meeting and Other Approvals*" in this Information Circular. There is no assurance that Enyo and Ares will receive the required approvals.

Dissent Rights to the Arrangement

Registered Holders have the right to dissent to the Arrangement. Dissenting Shareholders who strictly comply with Sections 237-247 of the OBCA, as modified by the Interim Order, the Final Order and the Plan of Arrangement, are entitled to be paid the fair value of their Ares Shares by Ares if the Plan of Arrangement becomes effective. See the Interim Order appended as Schedule "C" to this Information Circular. In addition, the Dissent Rights applicable to the Arrangement are summarized under the heading "*Rights of Dissenting Ares Shareholders*" and the provisions of the OBCA with regard to the Dissent Rights are set out in Schedule "E" to this Information Circular. A Registered Holder is not entitled to dissent with respect to such holder's shares if such holder votes any of those shares in favour of the Arrangement Resolution.

Dissenting Shareholders should note that the exercise of dissent rights can be a complex, time-sensitive and expensive procedure. Dissenting Shareholders should consult their legal advisors with respect to the legal rights available to them in relation to the Arrangement and the dissent rights.

Procedure for Receipt of New Ares Shares and Enyo Shares

Ares Shareholders on the Share Distribution Record Date will be entitled to receive New Ares Shares and Enyo Shares pursuant to the Arrangement.

Each registered Ares Shareholder will receive a Letter of Transmittal containing instructions with respect to the deposit of certificates for Ares Shares for use in exchanging their Ares Shares for Certificates or Direct Registration System ("**DRS**") statements representing New Ares Shares and Enyo Shares, to which they are entitled under the Arrangement. Upon return of a properly completed Letter of Transmittal, together with certificates formerly representing Ares Shares and such other documents as Computershare Investor Services Inc., acting as the depositary (the "**Depositary**"), may require, certificates or DRS statements for the appropriate number of New Ares Shares and Enyo Shares will be distributed.

Ares Selected Financial Information

The following table sets out selected consolidated financial information for the periods indicated and should be considered in conjunction with the more complete information contained in the financial statements of Ares for the fiscal years ended September 30, 2021 and 2020, incorporated by reference in this Information Circular and filed on SEDAR under Ares's profile at www.SEDAR.com. The financial statements have been prepared in accordance with IFRS.

	Year Ended September 30, 2021 ($)	**Year Ended September 30, 2020 ($)**
Loss	(3,650,182)	(2,226,346)
Comprehensive loss	(3,706,230)	(2,215,990)
Basic and diluted loss per share	(0.04)	(0.05)
Total assets	13,406,696	5,248,500
Mineral interests	8,101,175	4,444,014

Certain Canadian Federal Income Tax Considerations

Securityholders should consult their own tax advisors about the applicable Canadian federal, provincial, and local tax consequences of the Arrangement. A summary of the principal Canadian federal income tax considerations of the Arrangement is included under "*Certain Canadian Federal Income Tax Considerations*" in this Information Circular.

Certain United States Federal Income Tax Considerations

Securityholders should consult their own tax advisors about the applicable United States federal, state and local tax consequences of the Arrangement. A summary of certain United States federal income tax considerations of the Arrangement is included under "*Certain United States Federal Income Tax Considerations*" in this Information Circular.

Securities Laws Information for Securityholders

The following disclosure is provided as general information only. Each Ares Shareholder should consult his, her or its own professional advisors to determine the conditions and restrictions applicable to trades in the New Ares Shares and Enyo Shares.

The issuance and distribution of the New Ares Shares and the Enyo Shares pursuant to the Arrangement will constitute a distribution of securities, which is exempt from the prospectus requirements of Canadian securities legislation. The New Ares Shares and the Enyo Shares issued pursuant to the Arrangement may be resold in each of the provinces and territories of Canada, provided the holder is not a 'control person' as defined in the applicable legislation, no unusual effort is made to prepare the market or create a demand for those securities and no extraordinary commission or consideration is paid in respect of that sale.

Each Ares Shareholder is urged to consult its own professional advisors to determine the conditions and restrictions applicable to trades in such securities.

See "*Securities Law Considerations – Canadian Securities Laws and Resale of Securities*" in this Information Circular.

See "*Securities Law Considerations – U.S. Securities Laws*" for a summary of U.S. securities laws applicable to the Arrangement.

Risk Factors

The securities of Ares and Enyo should be considered highly speculative investments and the transactions contemplated herein should be considered of a high-risk nature. Ares Shareholders should carefully consider all of the information disclosed in this Information Circular prior to voting on the matters being put before them at the Meeting.

There are risks associated with the Arrangement that should be considered by Ares Shareholders, including but not limited to: (i) market reaction to the Arrangement and the future trading prices of the Ares Shares and of the Enyo Shares, if listed, cannot be predicted; (ii) the transactions may give rise to significant adverse tax consequences to Ares Shareholders and each Ares Shareholder is urged to consult his, her or its own tax advisor; (iii) uncertainty as to whether the Arrangement will have a positive impact on the entities involved in the transactions; and (iv) there is no assurance that required regulatory, stock exchange or court approvals will be received, or that the Enyo Shares will be listed or quoted on any stock exchange.

There are risks associated with the businesses of Ares and Enyo that should be considered by Ares Shareholders, including but not limited to: (i) the need for additional capital by Ares and Enyo, through financings and the risk that such funds may not be raised including that Enyo may not raise sufficient proceeds after completion of the Arrangement to fund Enyo's operations or enable it to satisfy the initial listing requirements of the CSE; (ii) the speculative nature of exploration and the stages of the properties or assets of Ares and Enyo; (iii) the effect of changes in commodity prices; (iv) regulatory risks that development will not be acceptable for social, environmental or other reasons; (v) reliance on management; (vi) the potential for conflicts of interest; and (vii) other risks associated with either Ares or Enyo as described in greater detail elsewhere in this Information Circular.

Ares Shareholders should review carefully the risk factors set forth under "*Particulars of Matters to be Acted Upon – Approval of the Arrangement – Arrangement Risk Factors*", "*Ares Strategic Mining Inc. – Risk Factors" and "Enyo Strategic Mining Inc. – Risk Factors*".

GLOSSARY OF TERMS

In this Information Circular, the following capitalized words and terms shall have the following meanings:

ACB	Adjusted cost base, as defined in the Tax Act.
Ares	Ares Strategic Mining Inc., a company incorporated pursuant to the laws of Ontario.
Ares Board	The duly appointed board of directors of Ares.
Ares Class A Shares	The renamed and redesignated Ares Shares as described in section 3.1(b)(i) of the Plan of Arrangement
Ares Optionholders	The holders of Ares Options on the Effective Date
Ares Options	Options to acquire Ares Shares, including options under the terms of which are deemed exercisable for Ares Shares, that are outstanding immediately prior to the Effective Time
Ares Replacement Option	An option to acquire a New Ares Share to be issued by Ares to a holder of an Ares Option pursuant to section 3.1(d) of the Plan of Arrangement
Ares Shares	The common shares without par value which Ares is authorized to issue as the same are constituted on the date hereof.
Ares Shareholder	A holder of Ares Shares.
Ares Equity Incentive Plan	The omnibus equity incentive plan of Ares dated effective September 1, 2022.
Ares Warrantholders	The holders of Ares Warrants on the Effective Date
Ares Warrants	The share purchase warrants of Ares exercisable to acquire Ares Shares, including warrants under the terms of which are deemed exercisable for Ares Shares, that are outstanding immediately prior to the Effective Time
Arrangement	The arrangement pursuant to the Arrangement Provisions as contemplated by the provisions of the Arrangement Agreement and the Plan of Arrangement.
Arrangement Agreement	The arrangement agreement dated as of September1, 2022 between Ares and Enyo, as may be supplemented or amended from time to time.
Arrangement Provisions	Section 182 of the OBCA.
Arrangement Resolution	The special resolution of the Ares Shareholders to approve the Arrangement, as required by the Interim Order and the OBCA, in the form attached as Schedule "C" hereto.
Audit Committee	The audit committee of Ares.
Business Day	A day which is not a Saturday, Sunday or statutory holiday in Vancouver, British Columbia.

Carve-Out Financial Statements	means the audited carve-out financial statements of Ares for the years ended September 30, 2021 and 2020 in respect of the Spinco Properties and Spinco Liabilities.
CG&CC	Corporate Governance and Compensation Committee
Continuation	means the corporate continuation of Ares from the Province of Ontario to the Province of British Columbia.
Continuation Resolution	means the Special Resolution of Ares to approve the Continuation.
Court	means the Ontario Superior Court of Justice.
CRA	means the Canada Revenue Agency, the federal agency that administers tax laws for the Government of Canada.
CSE	Canadian Securities Exchange, operated by CNSX Inc.
Dissent Rights	means, in the case of the Arrangement, the rights of a Registered Holder to dissent in respect of the Plan of Arrangement set forth in Section 185 of the OBCA, as the same may be modified by the Interim Order or the Final Order, as more particularly described herein under *"Rights of Ares Dissenting Shareholders"* and, in the case of the Continuation, the rights of a Registered Holder to dissent set forth in Section 185 of the OBCA and as also described under "*Rights of Ares Dissenting Shareholders*".
Dissent Share	means each Ares Share in respect of which a Registered Holder has exercised Dissent Rights and for which the Registered Holder is ultimately entitled to be paid fair market value.
Dissenting Shareholder	means a Registered Holder that has duly exercised Dissent Rights and has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights, but only in respect of the Ares Shares in respect of which Dissent Rights are validly exercised by such Registered Holder.
Effective Date	means the date that the Plan of Arrangement is effective.
Effective Time	means 12:01 a.m. (Toronto time) on the Effective Date.
Enyo	Enyo Strategic Mining Inc., a company incorporated pursuant to the laws of British Columbia.
Enyo Board	The duly appointed board of directors of Enyo.
Enyo Incorporation Share	The one Enyo Share held by Ares that was issued to Ares on the incorporation of Enyo.
Enyo Shareholder	A holder of Enyo Shares.
Enyo Shares	The common shares without par value which Enyo is authorized to issue as the same are constituted on the date hereof.

Enyo Spinout Shares	The 13,600,000 Enyo Shares, or such other amount determined by the Enyo Board, to be issued to Ares prior to the Effective Time to complete the acquisition of the Spinco Properties and to be distributed to the Ares Shareholders pursuant to the Plan of Arrangement.
Enyo Equity Incentive Plan	The omnibus equity incentive plan to be adopted by Enyo pursuant to the Arrangement Agreement and the Plan of Arrangement, in substantially similar terms as the Ares Equity Incentive Plan and may otherwise be modified, amended or restated as more particularly set forth in this Information Circular.
Fairness Opinion	means the opinion of Evans & Evans, Inc. delivered to the Ares Board, a summary of which is attached to this Information Circular a Schedule "L".
Final Order	The final order of the Court approving the Arrangement.
IFRS	International Financial Reporting Standards as adopted by the International Accounting Standards Board or a successor entity, as amended from time to time.
Information Circular	This management information circular of Ares, including all schedules thereto, to be sent to the Ares Shareholders in connection with the Meeting, together with any amendments or supplements thereto.
In the Money Amount	At a particular time with respect to an Ares Option or Ares Replacement Option means the amount, if any, by which the fair market value of the underlying security exceeds the exercise price of the relevant option at such time.
Interim Order	The interim order of the Court providing advice and directions in connection with the Meeting and the Arrangement.
Intermediary	Banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered RRSPs, RRIFs, RESPs and similar plans, among others, that the Non- Registered Holder deals with in respect of their Ares Shares.
Letter of Transmittal	The letter of transmittal in respect of the Arrangement to be sent to Ares Shareholders together with the Information Circular.
Liard Property	means all of Ares' right, title, and interest in and to eighteen (18) mineral claims totaling approximately 4,825 hectares located in the Liard Mining Division, North-Central British Columbia.
Management	Management of Ares.
Meeting	The annual and special meeting of Ares Shareholders scheduled to be held at 10:00 A.M. (Vancouver time) on October 7, 2022 and any adjournment(s) or postponement(s) thereof, to be called and held in accordance with the Interim Order to consider and to vote on the Arrangement Resolution, the Continuation Resolution and any other matters set out in the Notice of Meeting.
Meeting Materials	The Notice of Meeting, the Information Circular, and the form of proxy together with any other materials required to be sent to shareholders in respect of the Meeting.

New Ares Shares	A new class of voting common shares without par value which Ares will create and issue as described in section 3.1(b)(ii) of the Plan of Arrangement and for which the Ares Class A Shares are, in part, to be exchanged under the Plan of Arrangement and which, immediately after completion of the transactions comprising the Plan of Arrangement, will be identical in every relevant respect to the Ares Shares
NOBOs	Non-Objecting Beneficial Owners are beneficial owners who do not object to their name being made known to the issuers of securities which they own.
Non-Registered Holders	Ares Shareholders, being NOBOs and OBOs, whose shares are not registered in their names but are instead registered in the name of the brokerage firm, bank or trust company through which they purchased the shares.
Notice of Meeting	The notice of the Meeting to be sent to the Ares Shareholders, which notice will accompany the Information Circular.
NI 43-101	National Instrument 43-101 – *Standards of Disclosure for Mineral Projects*.
NI 54-101	National Instrument 54-101 – *Communication with Beneficial Owners of Securities of Reporting Issuers*.
OBCA	The *Business Corporations Act*, R.S.O. 1990, c. B.16.
OBOs	Beneficial owners of Ares Shares who object to their name being made known to the issuers of securities which they own.
Person or person	Is and includes an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, trustee, executor, administrator or other legal representative and the Crown or any agency or instrumentality thereof.
Plan of Arrangement	The plan of arrangement attached as Exhibit I to the Arrangement Agreement, as the same may be amended from time to time.
Record Date	September 1, 2022, being the date determined by the Ares Board for the determination of which Ares Shareholders are entitled to receive notice of and vote at the Meeting
Registered Holder	A holder of record of Ares Shares
Regulation S	Regulation S promulgated under the U.S. Securities Act.
Reporting Jurisdictions	British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland
Response to Petition	The response to petition filed with the Court and served upon Ares if any Ares Shareholder desires to appear at the hearing to be held by the Court to approve the Arrangement as detailed in the Requisition of Hearing of Petition for the Final Order.
SEC	United States Securities Exchange Commission.

Securities Legislation	The securities legislation of the provinces and territories of Canada, the U.S. Exchange Act and the U.S. Securities Act, each as now enacted or as amended, and the applicable rules, regulations, rulings, orders, instruments and forms made or promulgated under such statutes, as well as the rules, regulations, by-laws and policies of the CSE.
Securityholder	An Ares Shareholder, Ares Optionholder or Ares Warrantholder.
SEDAR	System for Electronic Document Analysis and Retrieval at www.SEDAR.com.
Share Distribution Record Date	The close of business on the Business Day immediately preceding the Effective Date for the purpose of determining the Ares Shareholders entitled to receive New Ares Shares and Enyo Shares pursuant to the Plan of Arrangement or such other date as the Board of Directors may select.
Share Exchange	The exchange of Ares Shares for New Ares Shares and Enyo Shares pursuant to the Plan of Arrangement.
Special Resolution	A resolution required to be approved under the OBCA by not less than two-thirds of the votes cast by those Ares Shareholders who vote in person or by proxy at the Meeting for which appropriate notice has been given.
Spinco Properties	means all of Ares' right, title and interest in (i) the Liard Property and the Vanadium Property, (ii) all concessions, leases, licenses, surface rights or other mineral rights and other interests in respect of the Liard Property and the Vanadium Property, (iii) all fixed assets and inventories of Ares relating exclusively to the assets described in the foregoing clauses (i) and (ii), (iv) all joint venture, earn-in, other contracts entered into by Ares, and royalties or other similar rights that relate exclusively to the assets described in the foregoing clauses (i) and (ii), and (v) all exploration information, data reports and studies including all geological, geophysical and geochemical information and data (including all drill, sample and assay results and all maps) and all technical reports, feasibility studies and other similar reports and studies of all nature concerning the assets described in the foregoing clauses (i) and (ii).
Spinco Liabilities	means: (a) all liabilities or obligations (contingent or otherwise) (other than any liability or obligation for taxes) in respect (but only in respect) of the Spinco Properties (including the operations or activities in connection therewith); (b) all liabilities or obligations for taxes payable to any governmental entity arising from, or in connection with the Spinco Properties; and (c) all liabilities or obligations for taxes payable but not yet paid or reflected in the contingencies or commitments in the annual financial statements of Ares to any governmental entity and imposed on, or is in respect of, the Spinco Properties and/or any liabilities or obligations referred to in this definition net of all applicable credits, deductions, and other amounts available (including any loss carryforwards) with respect to the Spinco Properties;

Subsidiary	Is, with respect to a specified body corporate, any body corporate 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 body corporate and shall include any body corporate, partnership, joint venture or other entity over which such specified body corporate exercises direction or control or which is in a like relation to a subsidiary.
Tax Act	The *Income Tax Act* (Canada) and the regulations made thereunder, as promulgated or amended from time to time.
Technical Report	The NI 43-101 technical report on the Liard Property dated October ♦, 2022, prepared by Toby Hughes, P. Geo., titled "NI 43-101 Technical Report Liard Fluorspan".
Transfer Agent	TSX Trust Company or such other trust company or transfer agent as may be designated by Ares.
CSE	Canadian Securities Exchange, operated by CNSX Inc.
U.S.	United States.
U.S. Securityholder	A Securityholder who is subject to the securities laws of the United States.
U.S. Exchange Act	The United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated from time to time thereunder.
U.S. Securities Act	The United States Securities Act of 1933, as amended, and the rules and regulations promulgated from time to time thereunder.
Vanadium Property	means all of Ares' right, title and interest in and to the twenty (20) mineral claims totaling 2,110.47 hectares located near Barriere, British Columbia.

In addition, words and phrases used herein and defined in the OBCA and not otherwise defined herein or in the Arrangement Agreement shall have the same meaning herein as in the OBCA unless the context otherwise requires.

ARES STRATEGIC MINING INC.

Suite 1001 - 409 Granville Street
Vancouver, British Columbia V6C 1T2
Tel: (604) 345-1576

MANAGEMENT INFORMATION CIRCULAR

(As at September 7, 2022, except as indicated)

GENERAL PROXY INFORMATION

Solicitation of Proxies

This Information Circular is provided to registered and beneficial owners of the Ares Shares in connection with the solicitation of proxies by the management of Ares for use at the Meeting to be held at the time and place and for the purposes set forth in the accompanying Notice of Meeting and at any adjournment(s) or postponement(s) thereof. This Information Circular and other proxy-related materials are not provided to registered or beneficial owners of Ares Shares under the notice and access provisions of NI 54-101.

Persons or Companies Making the Solicitation

The enclosed instrument of proxy is solicited by management. Solicitations will be made by mail and possibly supplemented by telephone or other personal contact to be made without special compensation by regular officers and employees of Ares. Ares may reimburse Ares Shareholders' nominees or agents (including brokers holding shares on behalf of clients) for the cost incurred in obtaining authorization from their principals to execute the instrument of proxy. No solicitation will be made by specifically engaged employees or soliciting agents. The cost of solicitation will be borne by Ares. None of the directors of Ares have advised management in writing that they intend to oppose any action intended to be taken by management as set forth in this Information Circular.

Appointment and Revocation of Proxies

This Information Circular is accompanied by a management instrument of proxy that permits registered shareholders (a "**Registered Holder**") who do not attend the Meeting in person to have their Ares Shares voted at the Meeting by a proxyholder appointed by the Registered Holder. The persons named in the accompanying instrument of proxy are directors or officers of Ares. **An Ares Shareholder has the right to appoint a person to attend and act for him on his behalf at the Meeting other than the persons named in the enclosed instrument of proxy. To exercise this right, the Ares Shareholder must strike out the names of the persons named in the instrument of proxy and insert the name of his nominee in the blank space provided or complete another instrument of proxy.**

The completed instrument of proxy must be dated and signed and the duly completed instrument of proxy must be deposited at Ares's transfer agent, TSX Trust Company, 301 – 100 Adelaide Street, Toronto, Ontario, M5H 1S3, at least 48 hours before the time of the Meeting or any adjournment(s) or postponement(s) thereof, excluding Saturdays, Sundays and holidays.

The instrument of proxy must be signed by the Ares Shareholder or by his duly authorized attorney. If signed by a duly authorized attorney, the instrument of proxy must be accompanied by the original power of attorney or a notarially certified copy thereof. If the Ares Shareholder is a corporation, the instrument of proxy must be signed by a duly authorized attorney, officer, or corporate representative, and must be accompanied by the original power of attorney or document whereby the duly authorized officer or corporate representative derives his power, as the case may be, or a notarially certified copy thereof. The Chairman of the Meeting has discretionary authority to accept proxies that do not strictly conform to the foregoing requirements.

In addition to revocation in any other manner permitted by law, an Ares Shareholder may revoke a proxy by (a) signing a proxy bearing a later date and depositing it at the place and within the time aforesaid, (b) signing and dating a written notice of revocation (in the same manner as the instrument of proxy is required to be executed as set out in the notes to the instrument of proxy) and either depositing it at the place and within the time aforesaid or with the Chairman of the Meeting on the day of the Meeting or on the day of any adjournment(s) or postponement(s) thereof, or (c) registering with the scrutineer at the Meeting as an Ares Shareholder present in person, whereupon such proxy shall be deemed to have been revoked.

Voting of Shares and Exercise of Discretion Of Proxies

On any poll, the persons named as proxyholder in the enclosed instrument of proxy will vote the Ares Shares in respect of which they are appointed and, where directions are given by the Ares Shareholder in respect of voting for or against any resolution, will do so in accordance with such direction.

In the absence of any direction in the instrument of proxy, it is intended that such Ares Shares will be voted in favour of the resolutions placed before the Meeting by management and for the election of the management nominees for directors and auditor, as stated under the headings in this Information Circular. The instrument of proxy enclosed, when properly completed and deposited, confers discretionary authority with respect to amendments or variations to the matters identified in the Notice of Meeting and with respect to any other matters that may be properly brought before the Meeting. At the time of printing of this Information Circular, the management of Ares is not aware that any such amendments, variations or other matters are to be presented for action at the Meeting. However, if any such amendments, variations or other matters should properly come before the Meeting, the proxies hereby solicited will be voted thereon in accordance with the best judgement of the nominee.

Advice to Beneficial Holders of Ares Shares

The following information is of significant importance to Ares Shareholders who do not hold Ares Shares in their own name. Beneficial shareholders should note that the only proxies that can be recognized and acted upon at the Meeting are those deposited by Registered Holders (those whose names appear on the records of Ares as the Registered Holder of Ares Shares).

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

Intermediaries are required to seek voting instructions from beneficial shareholders in advance of Ares Shareholders' meetings. Every Intermediary has its own mailing procedures and provides its own return instructions to clients. There are two kinds of beneficial owners - those who object to their name being made known to the issuers of securities which they own (called "**OBOs**" for "Objecting Beneficial Owners") and those who do not object to the issuers of the securities they own knowing who they are (called "**NOBOs**" for "Non-Objecting Beneficial Owners").

Ares is taking advantage of the provisions of NI 54-101, which permit it to directly deliver proxy-related materials to its NOBOs. As a result NOBOs can expect to receive a scannable Voting Instruction Form (a "**VIF**") from Computershare. These VIFs are to be completed and returned to Computershare in the envelope provided or by facsimile. In addition, Computershare provides both telephone and internet voting options, as described in the VIF. Computershare will tabulate the results of the VIFs received from NOBOs and will provide appropriate instructions with respect to the Ares Shares represented by the VIFs they receive.

These Meeting Materials are being sent to both Registered Holders and certain Non-Registered Holders of the Ares Shares. If you are a Non-Registered Holder and Ares or its agent has sent these Meeting Materials directly to you, your name and address and information about your holdings of Ares Shares have been obtained in accordance with applicable securities regulatory requirements from the Intermediary holding Ares Shares on your behalf.

By choosing to send these Meeting Materials to you directly, Ares (and not the Intermediary holding on your behalf) has assumed responsibility for delivering these Meeting Materials to you and executing your proper voting instructions. Please return your voting instructions by completing and returning the enclosed VIF in accordance with the instructions contained in the VIF.

Beneficial shareholders who are OBOs will not receive the materials unless their Intermediary assumes the costs of delivery. In the event that voting instructions are requested from OBOs, such instructions will typically be sought by the Ares Shareholder receiving either a form of proxy or a voting instruction form. If a form of proxy is supplied to you by your broker, it will be similar to the proxy provided to Registered Holders by Ares. However, its purpose is limited to instructing the Intermediary on how to vote on your behalf. Most brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. ("**Broadridge**") in Canada and the United States. Broadridge obtains voting instructions by mailing a voting instruction form (the "**Broadridge VIF**") which appoints the same persons as Ares's proxy to represent you at the Meeting. You have the right to appoint a person (who need not be a beneficial shareholder of Ares), other than the persons designated in the Broadridge VIF, to represent you at the Meeting. To exercise this right, you should insert the name of the desired representative in the blank space provided in the Broadridge VIF. The completed Broadridge VIF must then be returned to Broadridge by mail or facsimile or given to Broadridge by phone or over the internet, in accordance with Broadridge's instructions. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of shares to be represented at the Meeting.

If you plan to vote in person at the Meeting:

- nominate yourself as the appointee to attend and vote at the Meeting by printing your name in the space provided on the enclosed voting instruction form. Your vote will be counted at the Meeting so do NOT complete the voting instructions on the form;

- sign and return the form, following the instructions provided by your nominee; and

- register with the Scrutineer when you arrive at the Meeting.

You may also nominate yourself as appointee online, if available, by typing your name in the "Appointee" section on the electronic ballot.

If you bring your voting instruction form to the Meeting, your vote will not count. Your vote can only be counted if you have completed, signed and returned your voting instruction form in accordance with the instructions above and attend the Meeting and vote in person.

Voting Securities and Principal Holders of Voting Securities

As at September 1, 2022, 136,384,345 Ares Shares were issued and outstanding, each Ares Share carrying the right to one vote. At a general meeting of Ares, on a show of hands, every shareholder present in person has one vote and, on a poll, every Ares Shareholder has one vote for each Ares Share of which he is the holder. Quorum for the Meeting such number of individuals representing at least 25% of the Ares Shares entitled to vote at the meeting of Ares Shareholder. Only Ares Shareholders of record at the close of business on September1, 2022, will be entitled to have their Ares Shares voted at the Meeting or any adjournment(s) or postponement(s) thereof. All such holders of record of Ares Shares are entitled either to attend and vote thereat in person the Ares Shares held by them or, provided a completed and executed proxy shall have been delivered to the Transfer Agent within the time specified

in the attached Notice of Annual and Special Meeting of Ares Shareholders, to attend and vote by proxy the Ares Shares held by them.

To the knowledge of the directors and executive officers of Ares, no person beneficially owns or controls or directs, directly or indirectly, shares carrying more than 10% of the voting rights attached to all outstanding Ares Shares.

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

No person who has been a director or executive officer of Ares at any time since the commencement of Ares's last completed financial year and no associate or affiliate of the foregoing persons has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in matters to be acted upon at the Meeting, other than directors and executive officers of Ares having an interest in the resolution regarding the approval of the Ares Equity Incentive Plan as such persons will be eligible to participate in such plan as directors and executive officers of Ares.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Other than as disclosed elsewhere in this Information Circular, no "informed person" (as defined in NI 51-102), no proposed director of Ares and no associate or affiliate of any such informed person or proposed director, has any material interest, direct or indirect, in any material transaction since the commencement of Ares's last completed financial year or in any proposed transaction, which, in either case, has materially affected or will materially affect Ares or any of its subsidiaries.

PARTICULARS OF MATTERS TO BE ACTED UPON

Election of Directors

Number of Directors to be elected at the Meeting

The Ares Board presently consists of five (5) directors and Management intends to propose for adoption an ordinary resolution to fix the number of directors at five (5) for the ensuing year, subject to such increase as may be permitted by the articles of Ares.

Term

The term of office of each of the present directors expires at the Meeting. The persons named below will be presented for election at the Meeting as Management's nominees and the persons proposed by Management as proxyholders in the accompanying form of proxy intend to vote for the election of these nominees. Management does not contemplate that any of these nominees will be unable to serve as a director. Each director elected will hold office until the next annual general meeting of Ares or until his or her successor is elected or appointed, unless his or her office is earlier vacated in accordance with the articles of incorporation of Ares or the provisions of the OBCA.

Nominees

The following table and notes thereto sets out the name of each person proposed to be nominated by Management for election as a director (each a "**proposed director**"), the province and country in which he is ordinarily resident, all offices of Ares now held by him, his principal occupation, the period of time for which he has been a director of Ares, and the number of Ares Shares beneficially owned by him, directly or indirectly, or over which he exercises control or direction, as at the date hereof:

Name, Province or State and Country of Residence[1] of Proposed Directors and Present Positions Held	Principal Occupation[1]	Director Since	Number of Ares Shares Beneficially Owned, Controlled or Directed, Directly or Indirectly[2]
James Walker[3][4] British Columbia, Canada Director, President & CEO	President and CEO of Ares, since December 1, 2019	December 1, 2019	6,363,888
Paul Sarjeant[3][4] Ontario, Canada Director	Mr. Sarjeant is a Professional Geologist who has been involved in mineral exploration and development in North and South America and throughout Africa, Asia and Europe for more than 25 years. He holds a BSc (Honours) in geological sciences from Queen's University in Kingston, Ontario and is a member of the Association of Professional Geoscientists of Ontario. Mr. Sarjeant has previously held management positions in several junior mining companies. He currently is founder of Doublewood Consulting Inc., a consulting company that provides management and technical advice and services to the exploration/mining sector. Mr. Sarjeant serves as a director, Qualified Person and consultant to a number of private and public mining companies. Currently Mr. Sarjeant acts as Manager of Geology for Largo Resources Ltd.	October 13, 2011	31,250
Changxian Li Beijing, PRC Director	Mr. Changxian Li has over 30 years of experience in trading between China and the rest of the world. As a manager of Mitsubishi Corporation in China, he was responsible for their iron ore trading operations. After this, he established a resources trading investment and company, Normet Industries Limited, which primarily invested in and traded iron ore and steel products between China and the United States, Canada and Australia. He currently is the founder and partner of OMC Investments Limited, which primarily focus on new resource supply for fast growing China market.	October 19, 2016	964,900 [7]
Bob Li Shanghai, PRC Director	Mr. Bob Li is the Managing Director of the Mujim Group, one of Asia largest fluorspar producers. Mr. Li operates several fluorspar mines in Thailand and Laos, as well as fluorspar trading companies in India, China, and the UAE.	June 9, 2020	9,861,349 [5]

Name, Province or State and Country of Residence[1] of Proposed Directors and Present Positions Held	Principal Occupation[1]	Director Since	Number of Ares Shares Beneficially Owned, Controlled or Directed, Directly or Indirectly[2]
Raul Sanabria British Columbia, Canada Director	Mr. Sanabria has over 20 years of international experience as an exploration and mine geologist in a variety of mineral deposits. He started his career working 5 years for MINERSA Group, the largest European Fluorspar Producer. He is VP Exploration for Rover Metals Corp. and recently worked as Senior Exploration Manager for Tudor Gold Corp., Chief Geologist for Red Eagle Exploration, and VP Exploration of American Creek Resources Ltd., G4G Resources Ltd., and Northern Iron Corp. He was President and CEO of Condor Precious Metals Inc. Currently he is President of Malabar Gold Corp./Minera La Fortuna SAS focused on small scale gold production and toll milling in Colombia	June 1, 2019	532,000[6]

(1) The information as to the province or state, country of residence and principal occupation, not being within the knowledge of Ares, has been furnished by the respective directors individually.

(2) The information as to Ares Shares beneficially owned or over which a director exercises control or direction, not being within the knowledge of Ares, has been furnished by the respective directors individually.

(3) Member of the Audit Committee.

(4) Member of the Corporate Governance and Compensation Committee.

(5) The Ares Shares held by Bob Li are held by L & S International Trading Limited, a company controlled by Bob Li.

(6) 532,000 Ares Shares are held directly by Raul Sanabria.

(7) 12,500 of these Ares Shares are held directly by Changxian Li and 952,300 are held by OMC Investments Limited, a company owned or controlled by Changxian Li.

An Ares Shareholder can vote for all of the above nominees, vote for some of the above nominees and withhold for other of the above nominees, or withhold for all of the above nominees. **Unless otherwise indicated, the named proxyholders will vote FOR the election of each of the proposed nominees set forth above as directors of Ares.**

Corporate Cease Trade Orders or Bankruptcies

Except as otherwise disclosed herein, none of the proposed directors (or any of their personal holding companies) of Ares:

(a) is, as at the date of this Information Circular, or has been, within 10 years before the date of this Information Circular, a director, chief executive officer or chief financial officer of any company, including Ares, that:

(i) was subject of a cease trade order or similar order or an order that denied the relevant company access to any exemption under securities legislation, for a period of more than 30 consecutive days while that person was acting in the capacity as director, executive officer or chief financial officer; or

(ii) was the subject of a cease trade or similar order or an order that denied the issuer access to any exemption under securities legislation in each case for a period of 30 consecutive days, that was issued after the person ceased to be a director, chief executive officer or

chief financial officer in the company and which resulted from an event that occurred while that person was acting in the capacity as director, executive officer or chief financial officer; or

(b) is as at the date of this Information Circular, or has been within the 10 years before the date of this Information Circular, a director or executive officer of any company, including Ares, that while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or

(c) has, within the 10 years before the date of this Information Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangements or compromise with creditors, or had a receiver, receiver manager as trustee appointed to hold the assets of that individual.

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

(a) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or

(b) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable security holder in deciding whether to vote for a proposed director.

The Ares Board recommends a vote FOR the election of each of the nominated directors. Unless such authority is withheld, the persons named in the enclosed form of proxy intend to vote FOR the election of the individuals set forth in the tables above. Management does not contemplate that any of such nominees will be unable to serve as a director of Ares but, if that should occur for any reason prior to the Meeting, the persons named in the enclosed form of proxy reserve the right to vote for another nominee in their discretion.

See "*Ares Strategic Mining Inc. – Statement of Executive Compensation for Ares*".

Appointment of the Auditor

Management of Ares will recommend the re-appointment of Manning Elliott LLP, Chartered Professional Accountants ("**Manning**"), as auditor of Ares for the ensuing year at a remuneration to be fixed by the directors.

The Ares Board recommends a vote FOR the re-appointment of Manning as auditor of Ares to hold office until the next annual meeting of shareholders and to authorize the directors of Ares to fix their remuneration. Unless another choice is specified, the persons named in the enclosed form of proxy intend to vote FOR the re- appointment of Manning as the auditor of Ares to hold office until the next annual meeting of the Ares Shareholders and to authorize the directors of Ares to fix their remuneration.

Approval and Ratification of Ares Equity Incentive Plan

Prior to the Meeting, the Ares Board adopted the Ares Equity Incentive Plan to replace the Former Ares Plan and the Bonus Share Plan. At the Meeting, Ares Shareholders will be asked to ratify, approve and adopt the Ares Equity Incentive Plan which, if approved, will replace the Former Ares Plan and the Bonus Share Plan.

The Ares Equity Incentive Plan

Background and Purpose

On September 1, 2022, the Ares Board passed a resolution to adopt the Ares Equity Incentive Plan, subject to, and effective upon, the approval of Ares Shareholders. The Ares Equity Incentive Plan provides flexibility to Ares to grant equity-based incentive awards in the form of Options, RSUs, DSUs and PSUs, as described in further detail below. Provided that the Ares Equity Incentive Plan is approved by the disinterested Ares Shareholders at the Meeting, all future grants of equity-based awards will be made pursuant to, or as otherwise permitted by, the Ares Equity Incentive Plan.

The purpose of the Ares Equity Incentive Plan is to, among other things, provide Ares with a share related mechanism to attract, retain and motivate qualified directors, employees and consultants of Ares and its subsidiaries, to reward such of those directors, employees and consultants as may be granted awards under the Ares Equity Incentive Plan by the Board from time to time for their contributions toward the long-term goals and success of Ares and to enable and encourage such directors, employees and consultants to acquire Ares Shares as long-term investments and proprietary interests in Ares.

A summary of the key terms of the Ares Equity Incentive Plan is set out below, which is qualified in its entirety by the full text of the Ares Equity Incentive Plan.

Shares Subject to the Ares Equity Incentive Plan

The Ares Equity Incentive Plan is a "rolling" plan which, subject to the adjustment provisions provided for therein (including a subdivision or consolidation of Shares), provides that the aggregate maximum number of Ares Shares that may be issued upon the exercise or settlement of awards granted under the Ares Equity Incentive Plan, shall not exceed 20% of the issued and outstanding Ares Shares from time to time. The Ares Equity Incentive Plan is considered an "evergreen" plan, since the Ares Shares covered by awards which have been exercised, settled or terminated shall be available for subsequent grants under the Ares Equity Incentive Plan and the number of awards available to grant increases as the number of issued and outstanding Ares Shares increases.

Insider Participation Limit

The Ares Equity Incentive Plan also provides that the aggregate number of Ares Shares (a) issuable to insiders at any time (under all of Ares's security-based compensation arrangements) cannot exceed 10% of the issued and outstanding Ares Shares and (b) issued to insiders within any one year period (under all of Ares's security-based compensation arrangements) cannot exceed 10% of the issued and outstanding Ares Shares.

Furthermore, the Ares Equity Plan provides that (i) Ares shall not make grants of awards to nonemployee directors if, after giving effect to such grants of awards, the aggregate number of Ares Shares issuable to non-employee directors, at the time of such grant, under all of Ares's security based compensation arrangements would exceed 1% of the issued and outstanding Ares Shares on a non-diluted basis, and (ii) within any one financial year of Ares, (a) the aggregate fair value on the date of grant of all stock options granted to any one non-employee director shall not exceed $100,000, and (b) the aggregate fair market value on the date of grant of all awards (including, for greater certainty, the fair market value of the stock options) granted to any one non-employee director under all of Ares's security based compensation arrangements shall not exceed $150,000; provided that such limits shall not apply to (i) awards taken in lieu of any cash retainer or meeting director fees, and (ii) a one-time initial grant to a non-employee director upon such non-employee director joining the Ares Board.

Any Ares Shares issued by Ares through the assumption or substitution of outstanding stock options or other equity-based awards from an acquired company shall not reduce the number of Ares Shares available for issuance pursuant to the exercise of awards granted under the Ares Equity Incentive Plan.

Administration of the Ares Equity Incentive Plan

The Plan Administrator (as defined in the Ares Equity Incentive Plan) is determined by the Ares Board, and is initially the Board. The Ares Equity Incentive Plan may in the future continue to be administered by the Ares Board itself or delegated to a committee of the Ares Board. The Plan Administrator determines which directors, officers, consultants and employees are eligible to receive awards under the Ares Equity Incentive Plan, the time or times at which awards may be granted, the conditions under which awards may be granted or forfeited to Ares, the number of Ares Shares to be covered by any award, the exercise price of any award, whether restrictions or limitations are to be imposed on the Ares Shares issuable pursuant to grants of any award, and the nature of any such restrictions or limitations, any acceleration of exercisability or vesting, or waiver of termination regarding any award, based on such factors as the Plan Administrator may determine.

In addition, the Plan Administrator interprets the Ares Equity Incentive Plan and may adopt guidelines and other rules and regulations relating to the Ares Equity Incentive Plan, and make all other determinations and take all other actions necessary or advisable for the implementation and administration of the Ares Equity Incentive Plan.

Eligibility

All directors, employees and consultants are eligible to participate in the Ares Equity Incentive Plan. The extent to which any such individual is entitled to receive a grant of an award pursuant to the Ares Equity Incentive Plan will be determined in the sole and absolute discretion of the Plan Administrator.

Types of Awards

Awards of Options, RSUs, PSUs and DSUs may be made under the Ares Equity Incentive Plan. All of the awards described below are subject to the conditions, limitations, restrictions, exercise price, vesting, settlement and forfeiture provisions determined by the Plan Administrator, in its sole discretion, subject to such limitations provided in the Ares Equity Incentive Plan, and will generally be evidenced by an award agreement. In addition, subject to the limitations provided in the Ares Equity Incentive Plan and in accordance with applicable law, the Plan Administrator may accelerate or defer the vesting or payment of awards, cancel or modify outstanding awards, and waive any condition imposed with respect to awards or Ares Shares issued pursuant to awards.

Options

An Option entitles a holder thereof to purchase a prescribed number of treasury Ares Shares at an exercise price set at the time of the grant. The Plan Administrator will establish the exercise price at the time each Option is granted, which exercise price must in all cases be the greater of the closing market price of the Ares Shares on (i) the trading day prior to the date of grant and (ii) the date of grant, and as otherwise required pursuant to the policies of the any stock exchange on which the Ares Shares are listed (the "**Market Price**"). Subject to any accelerated termination as set forth in the Ares Equity Incentive Plan, each Option expires on its respective expiry date. The Plan Administrator will have the authority to determine the vesting terms applicable to grants of Options. Once an Option becomes vested, it shall remain vested and shall be exercisable until expiration or termination of the Option, unless otherwise specified by the Plan Administrator or as otherwise set forth in any written employment agreement, award agreement or other written agreement between Ares or a subsidiary of Ares and the participant. The Plan Administrator has the right to accelerate the date upon which any Option becomes exercisable. The Plan Administrator may provide at the time of granting an Option that the exercise of that Option is subject to restrictions, in addition to those specified in the Ares Equity Incentive Plan, such as vesting conditions relating to the attainment of specified performance goals.

Unless otherwise specified by the Plan Administrator at the time of granting an Option and set forth in the particular award agreement, an exercise notice must be accompanied by payment of the exercise price. Subject to the policies of any stock exchange on which the Ares Shares are listed, a participant may, in lieu of exercising an Option pursuant to an exercise notice, elect to surrender such Option to Ares (a "**Cashless Exercise**") in consideration for an amount

from Ares equal to (i) the Market Price of the Ares Shares issuable on the exercise of such Option (or portion thereof) as of the date such Option (or portion thereof) is exercised, less (ii) the aggregate exercise price of the Option (or portion thereof) surrendered relating to such Ares Shares (the "**In-the-Money Amount**") by written notice to Ares indicating the number of Options such participant wishes to exercise using the Cashless Exercise, and such other information that Ares may require. Subject to the provisions of the Ares Equity Incentive Plan and the policies of any stock exchange on which the Ares Shares are listed, Ares will satisfy payment of the In-the-Money Amount by delivering to the participant such number of Ares Shares having a fair market value equal to the In-the-Money Amount.

Restricted Share Units

A RSU is a unit equivalent in value to a Ares Share credited by means of a bookkeeping entry in the books of Ares which entitles the holder to receive one Ares Share (or the value thereof) for each RSU after a specified vesting period. The Plan Administrator may, from time to time, subject to the provisions of the Ares Equity Incentive Plan and such other terms and conditions as the Plan Administrator may prescribe, grant RSUs to any participant in respect of a bonus or similar payment in respect of services rendered by the applicable participant in a taxation year (the "**RSU Service Year**").

The number of RSUs (including fractional RSUs) granted at any particular time under the Ares Equity Incentive Plan will be calculated by dividing (a) the amount of any bonus or similar payment that is to be paid in RSUs, as determined by the Plan Administrator, by (b) the Market Price. The Plan Administrator shall have the authority to determine any vesting terms applicable to the grant of RSUs, provided that the terms comply with Section 409A of the U.S. Internal Revenue Code of 1986, to the extent applicable.

Upon settlement, holders will redeem each vested RSU for the following at the election of such holder but subject to the approval of the Plan Administrator: (a) one fully paid and non-assessable Ares Share in respect of each vested RSU, (b) a cash payment or (c) a combination of Ares Shares and cash. Any such cash payments made by Ares shall be calculated by multiplying the number of RSUs to be redeemed for cash by the Market Price per Ares Share as at the settlement date. Subject to the provisions of the Ares Equity Incentive Plan and except as otherwise provided in an award agreement, no settlement date for any RSU shall occur, and no Ares Share shall be issued or cash payment shall be made in respect of any RSU any later than the final business day of the third calendar year following the applicable RSU Service Year.

Performance Share Units

A PSU is a unit equivalent in value to an Ares Share credited by means of a bookkeeping entry in the books of Ares which entitles the holder to receive one Ares Share (or the value thereof) for each PSU after specific performance-based vesting criteria determined by the Plan Administrator, in its sole discretion, have been satisfied. The performance goals to be achieved during any performance period, the length of any performance period, the amount of any PSUs granted, the effect of termination of a participant's service and the amount of any payment or transfer to be made pursuant to any PSU will be determined by the Plan Administrator and by the other terms and conditions of any PSU, all as set forth in the applicable award agreement. The Plan Administrator may, from time to time, subject to the provisions of the Ares Equity Incentive Plan and such other terms and conditions as the Plan Administrator may prescribe, grant PSUs to any participant in respect of a bonus or similar payment in respect of services rendered by the applicable participant in a taxation year (the "**PSU Service Year**").

The Plan Administrator shall have the authority to determine any vesting terms applicable to the grant of PSUs. Upon settlement, holders will redeem each vested PSU for the following at the election of such holder but subject to the approval of the Plan Administrator: (a) one fully paid and non-assessable Ares Share in respect of each vested PSU, (b) a cash payment, or (c) a combination of Ares Shares or cash. Any such cash payments made by Ares to a participant shall be calculated by multiplying the number of PSUs to be redeemed for cash by the Market Price per Ares Share as at the settlement date. Subject to the provisions of the Ares Equity Incentive Plan and except as otherwise provided in an award agreement, no settlement date for any PSU shall occur, and no Ares Share shall be

issued or cash payment shall be made in respect of any PSU any later than the final business day of the third calendar year following the applicable PSU Service Year.

Deferred Share Units

A DSU is a unit equivalent in value to an Ares Share credited by means of a bookkeeping entry in the books of Ares which entitles the holder to receive one Ares Share (or, at the election of the holder and subject to the approval of the Plan Administrator, the cash value thereof) for each DSU on a future date. The Board may fix from time to time a portion of the total compensation (including annual retainer) paid by Ares to a director in a calendar year for service on the Board (the "**Director Fees**") that are to be payable in the form of DSUs. In addition, each director is given, subject to the provisions of the Ares Equity Incentive Plan, the right to elect to receive a portion of the cash Director Fees owing to them in the form of DSUs.

Except as otherwise determined by the Plan Administrator or as set forth in the particular award agreement, DSUs shall vest immediately upon grant. The number of DSUs (including fractional DSUs) granted at any particular time will be calculated by dividing (a) the amount of Director Fees that are to be paid in DSUs, as determined by the Plan Administrator, by (b) the Market Price of an Ares Share on the date of grant. Upon settlement, holders will redeem each vested DSU for: (a) one fully paid and non-assessable Ares Share issued from treasury in respect of each vested DSU, or (b) at the election of the holder and subject to the approval of the Plan Administrator, a cash payment on the date of settlement. Any cash payments made under the Ares Equity Incentive Plan by Ares to a participant in respect of DSUs to be redeemed for cash shall be calculated by multiplying the number of DSUs to be redeemed for cash by the Market Price per Ares Share as at the settlement date.

Dividend Equivalents

Except as otherwise determined by the Plan Administrator or as set forth in the particular award agreement, RSUs, PSUs and DSUs shall be credited with dividend equivalents in the form of additional RSUs, PSUs and DSUs, as applicable, as of each dividend payment date in respect of which normal cash dividends are paid on Ares Shares. Dividend equivalents shall vest in proportion to, and settle in the same manner as, the awards to which they relate. Such dividend equivalents shall be computed by dividing: (a) the amount obtained by multiplying the amount of the dividend declared and paid per Ares Share by the number of RSUs, PSUs and DSUs, as applicable, held by the participant on the record date for the payment of such dividend, by (b) the Market Price at the close of the first business day immediately following the dividend record date, with fractions computed to three decimal places.

Black-out Periods

In the event an award expires, at a time when a scheduled blackout is in place or an undisclosed material change or material fact in the affairs of Ares exists, the expiry of such award will be the date that is 10 business days after which such scheduled blackout terminates or there is no longer such undisclosed material change or material fact.

Term

While the Ares Equity Incentive Plan does not stipulate a specific term for awards granted thereunder, as discussed below, awards may not expire beyond 10 years from its date of grant, except where shareholder approval is received or where an expiry date would have fallen within a blackout period of Ares. All awards must vest and settle in accordance with the provisions of the Ares Equity Incentive Plan and any applicable award agreement, which award agreement may include an expiry date for a specific award.

Termination of Employment or Services

The following table describes the impact of certain events upon the participants under the Ares Equity Incentive Plan, including termination for cause, resignation, termination without cause, disability, death or retirement,

subject, in each case, to the terms of a participant's applicable employment agreement, award agreement or other written agreement:

Event	Provisions
Termination for Cause/Resignation	• Any Option or other award held by the participant that has not been exercised, surrendered or settled as of the Termination Date (as defined in the Ares Equity Incentive Plan) shall be immediately forfeited and cancelled as of the Termination Date.
Termination without Cause	• A portion of any unvested Options or other awards shall immediately vest, such portion to be equal to the number of unvested awards held by the participant as of the Termination Date multiplied by a fraction the numerator of which is the number of days between the date of grant and the Termination Date and the denominator of which is the number of days between the date of grant and the date any unvested Option or other awards were originally scheduled to vest. Any vested Options may be exercised by the participant at any time during the period that terminates on the earlier of: (A) the expiry date of such Option; and (B) the date that is 90 days after the Termination Date. If an Option remains unexercised upon the earlier of (A) or (B), the Option shall be immediately forfeited and cancelled for no consideration upon the termination of such period. In the case of a vested award other than an Option, such award will be settled within 90 days after the Termination Date.
Disability	• Any award held by the participant that has not vested as of the date of such participant's Termination Date shall vest on such date. Any vested Option may be exercised by the participant at any time until the expiry date of such Option. Any vested award other than an Option will be settled within 90 days after the Termination Date.
Death	• Any award that is held by the participant that has not vested as of the date of the death of such participant shall vest on such date. Any vested Option may be exercised by the participant's beneficiary or legal representative (as applicable) at any time during the period that terminates on the earlier of: (a) the expiry date of such Option, and (b) the first anniversary of the date of the death of such participant. If an Option remains unexercised upon the earlier of (A) or (B), the Option shall be immediately forfeited and cancelled for no consideration upon the termination of such period. In the case of a vested award other than an Option, such award will be settled with the participant's beneficiary or legal representative (as applicable) within 90 days after the date of the participant's death.
Retirement	• Any (i) outstanding award that vests or becomes exercisable based solely on the participant remaining in the service of Ares or its subsidiary will become 100% vested, and (ii) outstanding award that vests based on the achievement of Performance Goals (as defined in the Ares Equity Incentive Plan) that has not previously become vested shall continue to be eligible to vest based upon the actual achievement of such Performance Goals. Any vested Option may be exercised by the participant at any time during the period that terminates on the earlier of: (A) the expiry date of such Option; and (B) the third anniversary of the participant's date of retirement. If an Option remains unexercised upon the earlier of (A) or (B), the Option shall be immediately forfeited and cancelled for no consideration upon the termination of such period. In the case of a vested award other than an Option that is described in (i), such award will be settled within 90 days after the participant's retirement. In the case of a vested award other than an Option that is described in (ii), such award will be settled at the same time the award would otherwise have been settled had the participant remained in active service with Ares or its subsidiary. Notwithstanding the foregoing, if, following his or her retirement, the participant commences (the "**Commencement Date**") employment, consulting or acting as a director of Ares or any of its subsidiaries (or in an analogous capacity) or otherwise as a service provider to any person that carries on

Event	Provisions
	or proposes to carry on a business competitive with Ares or any of its subsidiaries, any Option or other award held by the participant that has not been exercised or settled as of the Commencement Date shall be immediately forfeited and cancelled as of the Commencement Date.

Change in Control

Under the Ares Equity Incentive Plan, except as may be set forth in an employment agreement, award agreement or other written agreement between Ares or a subsidiary of Ares and a participant:

(a) If within 12 months following the completion of a transaction resulting in a Change in Control (as defined below), a participant's employment, consultancy or directorship is terminated by Ares or a subsidiary of Ares without Cause (as defined in the Ares Equity Incentive Plan), without any action by the Plan Administrator:

(i) any unvested awards held by the participant at Termination Date may vest in the sole discretion of the Plan Administrator; and

(ii) any vested awards may be exercised, surrendered to Ares, or settled by the participant at any time during the period that terminates on the earlier of: (A) the expiry date of such award; and (B) the date that is 90 days after the Termination Date. Any award that has not been exercised, surrendered or settled at the end of such period being immediately forfeited and cancelled.

(b) Unless otherwise determined by the Plan Administrator, if, as a result of a Change in Control, the Ares Shares will cease trading on the CSE, Ares may terminate all of the awards held by a participant that is a resident of Canada for the purposes of the Income Tax Act (Canada), granted under the Ares Equity Incentive Plan at the time of and subject to the completion of the Change in Control transaction by paying to each holder at or within a reasonable period of time following completion of such Change in Control transaction an amount for each Award equal to the fair market value of the Award held by such participant as determined by the Plan Administrator, acting reasonably, provided that any vested awards granted to U.S. Taxpayers (as defined in the Ares Equity Incentive Plan) will be settled within 90 days of the Change in Control.

Subject to certain exceptions, a "Change in Control" includes (a) any transaction pursuant to which a person or group acquires more than 50% of the outstanding Ares Shares, (b) the sale of all or substantially all of Ares's assets, (c) the dissolution or liquidation of Ares, (d) the acquisition of Ares via consolidation, merger, exchange of securities, purchase of assets, amalgamation, statutory arrangement or otherwise, (e) individuals who comprise the Board at the last annual meeting of Ares Shareholders (the "Incumbent Board") cease to constitute at least a majority of the Ares Board, unless the election, or nomination for election by the Ares Shareholders, of any new director was approved by a vote of at least a majority of the Incumbent Board, in which case such new director shall be considered as a member of the Incumbent Board, or (f) any other event which the Ares Board determines to constitute a change in control of Ares.

Non-Transferability of Awards

Except as permitted by the Plan Administrator and to the extent that certain rights may pass to a beneficiary or legal representative upon death of a participant, by will or as required by law, no assignment or transfer of awards, whether voluntary, involuntary, by operation of law or otherwise, vests any interest or right in such awards whatsoever in any assignee or transferee and immediately upon any assignment or transfer, or any attempt to make the same, such awards will terminate and be of no further force or effect. To the extent that certain rights to exercise any portion of an outstanding award pass to a beneficiary or legal representative upon the death of a participant,

the period in which such award can be exercised by such beneficiary or legal representative shall not exceed one year from the participant's death.

Amendments to the Ares Equity Incentive Plan

The Plan Administrator may also from time to time, without notice and without approval of the holders of voting Ares Shares, amend, modify, change, suspend or terminate the Ares Equity Incentive Plan or any awards granted pursuant thereto as it, in its discretion, determines appropriate, provided that (a) no such amendment, modification, change, suspension or termination of the Ares Equity Incentive Plan or any award granted pursuant thereto may materially impair any rights of a participant or materially increase any obligations of a participant under the Ares Equity Incentive Plan without the consent of such participant, unless the Plan Administrator determines such adjustment is required or desirable in order to comply with any applicable securities laws or stock exchange requirements, and (b) any amendment that would cause an award held by a U.S. Taxpayer to be subject to the income inclusion under Section 409A of the United States Internal Revenue Code of 1986, as amended, shall be null and void ab initio.

Notwithstanding the above, and subject to the policies of the CSE, the approval of Ares Shareholders is required to effect any of the following amendments to the Ares Equity Incentive Plan:

(a) increasing the number of Ares Shares reserved for issuance under the Ares Equity Incentive Plan, except pursuant to the provisions in the Ares Equity Incentive Plan which permit the Plan Administrator to make equitable adjustments in the event of transactions affecting Ares or its capital;

(b) increasing or removing the 10% limits on Ares Shares issuable or issued to insiders;

(c) reducing the exercise price of an option award (for this purpose, a cancellation or termination of an award of a participant prior to its expiry date for the purpose of reissuing an award to the same participant with a lower exercise price shall be treated as an amendment to reduce the exercise price of an award) except pursuant to the provisions in the Ares Equity Incentive Plan which permit the Plan Administrator to make equitable adjustments in the event of transactions affecting Ares or its capital;

(d) extending the term of an Option award beyond the original expiry date (except where an expiry date would have fallen within a blackout period applicable to the participant or within 10 business days following the expiry of such a blackout period);

(e) permitting an Option award to be exercisable beyond 10 years from its date of grant (except where an expiry date would have fallen within a blackout period);

(f) increasing or removing the limits on the participation of non-employee directors;

(g) permitting awards to be transferred to a person;

(h) changing the eligible participants; and

(i) deleting or otherwise limiting the amendments which require approval of the Ares Shareholders.

Except for the items listed above, amendments to the Ares Equity Incentive Plan will not require shareholder approval. Such amendments include (but are not limited to): (a) amending the general vesting provisions of an award, (b) amending the provisions for early termination of awards in connection with a termination of employment or service, (c) adding covenants of Ares for the protection of the participants, (d) amendments that are desirable as a result of changes in law in any jurisdiction where a participant resides, and (e) curing or correcting any ambiguity or defect or inconsistent provision or clerical omission or mistake or manifest error.

Anti-Hedging Policy

Participants are restricted from purchasing financial instruments such as prepaid variable forward contracts, equity swaps, collars, or units of exchange funds that are designed to hedge or offset a decrease in market value of awards granted to them.

Approval of the Ares Equity Incentive Plan

The Board is seeking Ares Shareholder approval of the Ares Equity Incentive Plan at the Meeting. Although Ares Shareholder approval of the Ares Equity Incentive Plan is not required pursuant to the policies of the CSE, the Board wishes to obtain maximum flexibility with respect to the granting of Options and other awards under the Ares Equity Incentive Plan.

National Instrument 45-106 *Prospectus Exemptions* ("**NI 45-106**") provides exemptions from the requirement to prepare and file a prospectus in connection with a distribution of securities. As Ares is listed on the CSE, Ares is classified as an "unlisted reporting issuer" for purposes of the exemption provided in Section 2.24 of NI 45-106 for distributions of securities to employees, executive officers, directors and consultants of Ares (the "**Exemption**"). NI 45-106 restricts the use of the Exemption by "unlisted reporting issuers" such as Ares unless Ares obtains Ares Shareholder approval. Specifically, NI 45-106 provides that the Exemption does not apply to a distribution to an employee or consultant of the "unlisted reporting issuer" who is an investor relations person of the issuer, an associated consultant of the issuer, an executive officer of the issuer, a director of the issuer, or a permitted assign of those persons if, after the distribution,

(a) the number of securities, calculated on a fully diluted basis, reserved for issuance under options granted to

    (i) related persons, exceeds 10% of the outstanding securities of the issuer, or

    (ii) a related person, exceeds 5% of the outstanding securities of the issuer, or

(b) the number of securities, calculated on a fully diluted basis, issued within 12 months to

    (i) related persons, exceeds 10% of the outstanding securities of the issuer, or

    (ii) a related person and the associates of the related person, exceeds 5% of the outstanding securities of the issuer.

The term "related person" is defined in NI 45-106 and generally refers to a director or executive officer of the issuer or of a related entity of the issuer, an associate of a director or executive officer of the issuer or of a related entity of the issuer, or a permitted assign of a director or executive officer of the issuer or of a related entity of the issuer. The term "permitted assign" includes a spouse of the person.

In accordance with the requirements of NI 45-106, the Board wishes to provide the following information with respect to the Ares Equity Incentive Plan so that the Ares Shareholders may form a reasoned judgment concerning the Ares Equity Incentive Plan.

Under the Ares Equity Incentive Plan, the aggregate maximum number of Ares Shares that may be issued upon the exercise or settlement of awards granted under the Ares Equity Incentive Plan shall not exceed 20% of the number of issued and outstanding Ares Shares at the time of granting of options. The Ares Equity Incentive Plan also provides that the aggregate number of Ares Shares (a) issuable to insiders at any time (under all of Ares's security-based compensation arrangements) cannot exceed 10% of the issued and outstanding Ares Shares and (b) issued to insiders within any one year period (under all of Ares's security-based compensation arrangements) cannot exceed 10% of the issued and outstanding Ares Shares.

The Board has the discretion to grant Options pursuant to the terms of the Ares Equity Incentive Plan. Options may be granted to eligible persons, being: directors, executive officers, employees or consultants.

Pursuant to the Ares Equity Incentive Plan, the exercise price at the time each option is granted, is subject to the following conditions: (a) if the Ares Shares are listed on a stock exchange, then the exercise price for the options granted will not be less than the minimum prevailing price permitted by such stock exchange; (b) if the Ares Shares are not listed, posted and trading on any stock exchange or quoted on any quotation system, then the exercise price for the options granted will be determined by the Board at the time of granting; and (c) in all other cases, the exercise price shall be determined in accordance with the applicable securities laws and policies of any applicable stock exchange.

The Board shall establish the expiry date for each option at the time such option is granted, subject to the following conditions: (a) the option will expire upon the occurrence of any termination event set out in the Ares Equity Incentive Plan; and (b) the expiry date cannot be longer than the maximum exercise period as determined by the applicable securities laws and policies of any applicable stock exchange.

All options granted under the Ares Equity Incentive Plan are non-transferable and non-assignable.

Options will expire immediately upon the optionee leaving his or her employment/office except that:

(a) in the case of death of an optionee, any vested options held by the deceased at the date of death will become exercisable by the optionee's estate until the earlier of one year after the date of death and the date of expiration of the term otherwise applicable to such option;

(b) options granted to an optionee may be exercised in whole or in part by the optionee for a period of 30 days after the optionee ceases to be employed/provide services but only to the extent that such optionee was vested in the option at the date the optionee ceased to be employed/provide services; and

(c) in the case of an optionee dismissed from employment/service for cause, such options, whether vested or not, will immediately terminate without right to exercise same.

Ares must obtain approval of its shareholders other than votes attaching to securities beneficially owned by related persons to whom securities may be issued as compensation or under that plan.

Accordingly, at the Meeting, disinterested Ares Shareholders will be asked to consider and if thought fit, approve an ordinary resolution ratifying the adoption of the Ares Equity Incentive Plan. In order to be effective, an ordinary resolution requires approval by a majority

As of the date of this Information Circular, to Ares's knowledge, a total of 17,773,387 Ares Shares are held by officers and directors of Ares and will not be included for the purpose of determining whether Ares Shareholder approval of the Ares Equity Incentive Plan has been obtained.of the votes cast by Ares Shareholders for such resolution. The text of the proposed resolution is set forth below. Unless otherwise directed, the persons named in the enclosed proxy intend to vote IN FAVOUR of this resolution.

"RESOLVED, as an ordinary resolution of the disinterested shareholders of Ares Strategic Mining Inc. (the "**Company**"), that:

1. The Company's equity incentive plan (the "**Plan**") described in the Company's information circular dated ♦ , 2022, including the reservation for issuance under the Plan at any time of a maximum of 20% of the issued common shares of the Company, be and is hereby approved, subject to the acceptance of the Plan by the applicable stock exchange;

2. The board of directors of the Company be authorized in its absolute discretion to administer the Plan and amend or modify the Plan in accordance with its terms and conditions and with the policies of the applicable stock exchange; and

3. Any one director or officer of the Company be and is hereby authorized and directed to do all such acts and things and to execute and deliver, under the corporate seal of the Company or otherwise, all such deeds, documents, instruments and assurances as in his opinion may be necessary or desirable to give effect to the foregoing resolutions, including, without limitation, making any changes to the Plan required by the applicable stock exchange or applicable securities regulatory authorities and to complete all transactions in connection with the administration of the Plan."

The form of the resolution to approve the Ares Equity Incentive Plan, as set forth above, is subject to such amendments as management of Ares may propose at the Meeting, but which do not materially affect the substance of the resolution.

A copy of the Ares Equity Incentive Plan is available for review at the offices of Ares at Suite 1001 – 409 Granville Street, Vancouver, British Columbia, V7Y 1T2 during normal business hours up to and including the date of the Meeting.

The Ares Board recommends that the Ares Shareholders vote in favour of the above resolution. Unless otherwise directed, or where the instructions are unclear, the persons named in the enclosed proxy intend to vote FOR the ratification and approval of the Ares Equity Incentive Plan until the next annual meeting of Ares.

Special Resolution to Approve the Continuation

Ares Shareholders will be asked at the Meeting to vote on the Continuation Resolution, the text of which is set out below, approving the Continuation of Ares from the Province of Ontario to the Province of British Columbia.

The Continuation Resolution must be approved by a Special Resolution in order for the Continuation to become effective. If Ares Shareholders do not approve the Continuation, Ares will remain an Ontario corporation, subject to the requirements of the OBCA. If the Continuation Resolution is approved at the Meeting, the Continuation is expected to be effected as soon as possible after the Effective Date of the Arrangement. Ares may nonetheless elect not to complete the Continuation. Registered Holders have certain rights of dissent in respect of the Continuation. See "*The Continuation – Dissent Rights*".

The Continuation

For corporate and administrative reasons, the Ares Board is of the view that it would be appropriate to continue Ares as a British Columbia company. Ares's head office is located in British Columbia. Management believes the BCBCA is a more modern corporate statute that provides additional flexibility to Ares in a number of areas. In British Columbia, Ares will have greater flexibility to attract the most qualified and experienced directors from a global talent pool, who have the expertise and skills required by Ares's business. The BCBCA also provides increased flexibility with respect to capital management, resulting from more flexible rules relating to dividends, share purchases, redemption, consolidations and accounting for capital. In addition, the harmonization of the BCBCA with applicable securities laws has reduced the regulatory burden as compared to other Canadian jurisdictions.

The Continuation Resolution confers discretionary authority on the Ares Board to revoke the Continuation Resolution before the Continuation occurs. The Ares Board may exercise its discretion and elect not to proceed with the Continuation, notwithstanding Ares Shareholder approval, for any number of reasons, including, for example, the number of Registered Holders that dissent in respect of the Continuation Resolution.

Effect of the Continuation

Upon completion of the Continuation, the OBCA will cease to apply to Ares and Ares will become subject to the BCBCA, as if it had been originally incorporated under the BCBCA. The articles and the by-laws of Ares will be replaced by notice of articles and articles, the proposed form of which are attached as Schedule "M". The registration of the Continuation does not create a new legal entity, nor does it prejudice or affect the continuity of Ares; however, the Continuation of Ares under the BCBCA will affect certain rights of Ares Shareholders as they currently exist under the OBCA and Ares's by-laws. Set out below under "*The Continuation – Corporate Law Differences*" is a summary of some of the key differences in corporate law between the OBCA and BCBCA. A description of the key differences between the current articles and by-laws of Ares and the proposed articles can be found under "*The Continuation – Comparison of Ares' Articles and By-Laws and Proposed Articles*".

These summaries are not intended to be exhaustive and Ares Shareholders should consult their legal advisors regarding the implications of the Continuation, which may be of particular importance to them.

Procedure for Continuation

In order to effect the Continuation, the Continuation Resolution must be approved by at least two-thirds of the votes cast by Ares Shareholders present in person or represented by Proxy at the Meeting. If the Continuation Resolution is approved, Ares will apply to the Director appointed under the OBCA to continue under the BCBCA. The Director will generally authorize a continuance from the OBCA to the BCBCA upon: (i) receipt of an application for authorization to continue into another jurisdiction; (ii) being satisfied that certain rights, obligations, liabilities and responsibilities of Ares as set out in Section 181(9) of the OBCA will remain unaffected as a result of the Continuation; and (iii) receipt of the consent of the Ontario Securities Commission and the Ministry of Finance (Ontario) with respect to the Continuation. After the authorization from the Director is obtained, one or more of the directors of Ares signs the proposed articles of Ares, Ares applies to the BC Registrar to continue under the BCBCA, and the BC Registrar issues a certificate of continuation, at which time the Continuation will be effective. Ares then files the certificate of continuation with the Director under the OBCA and the Director issues a certificate of discontinuance under the OBCA.

If the Continuation Resolution is approved at the Meeting, the Continuation is expected to be effected as soon as possible after the Effective Date of the Arrangement.

Corporate Law Differences

The BCBCA provides Ares Shareholders with substantially the same rights as are available to Ares Shareholders under the OBCA, including approval rights over fundamental changes, rights of dissent and appraisal and rights to bring derivative actions and oppressive actions; however, there are certain differences between the two statutes and the regulations made thereunder, which may be relevant to Ares Shareholders.

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 Ares Shareholders should consult their legal or other professional advisors with regard to all of the implications of the Continuation which may be of importance to them.

Charter Documents

Under the OBCA, a corporation's charter documents consist of (i) "articles of incorporation", which set forth, among other things, the name of the corporation, the amount and type of authorized capital and the terms (including any special rights and restrictions) attaching thereto, and the minimum and maximum number of directors of the corporation; and (ii) the "by-laws", which govern the management of the corporation's affairs. 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.

Under the BCBCA, a corporation's charter documents consist of (i) a "notice of articles", which sets forth, among other things, the name of the corporation, the amount and type of authorized capital and whether any special rights and restrictions are attached to each class or series thereof, and certain information about the directors of the corporation; and (ii) the "articles" which govern the management of the corporation's affairs and set forth the special rights and restrictions attached to each authorized class or series of shares. The notice of articles is filed with the BC Registrar, while articles are filed only with the corporation's records office.

Sale of Business or Assets

Under the OBCA a sale, lease or exchange of all or substantially all the property of a corporation other than in the ordinary course of business requires a special resolution passed by two-thirds of votes cast by shareholders at a meeting called to approve such transaction. If such a transaction 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 such transaction, 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.

The BCBCA requires the sale, lease or other disposition of all or substantially all of a corporation's undertaking, other than in the ordinary course of its business, to be authorized by special resolution, being a resolution passed by shareholders where the majority of the votes cast by shareholders entitled to vote on the resolution constitutes a special majority (i.e., two-thirds of the votes cast, unless a greater majority of up to three-quarters is required by the articles). The BCBCA contains a number of exceptions that are not included in the OBCA, such as with respect to dispositions by way of security interests, certain kinds of leases and dispositions to related corporations or entities.

Amendments to the Charter Documents

Any substantive change to the articles of a corporation under the OCBA, such as alteration of the restrictions, if any, on the business that may be carried on by the corporation, a change in the name of the corporation or an increase or reduction of the authorized capital of the corporation requires a special resolution passed by not less than two-thirds of the votes cast by shareholders at a meeting called to approve such change. Other fundamental changes such as an alteration of special rights and restrictions attached to the issued shares or a proposed amalgamation or continuation of a corporation out of the jurisdiction also require a special resolution passed by not less than two thirds of the votes cast by the holders or shares are entitled to vote at a general meeting of the corporation. The holders of shares of a class or of a series are, in certain situations and unless the articles provide otherwise, entitled to vote separately as a class or series upon a proposal to amend the articles.

Pursuant to the BCBCA, fundamental changes generally require a resolution passed by a special majority of the votes cast by shareholders entitled to vote on the resolution (i.e., two-thirds of the votes cast, unless a greater majority of up to three-quarters is required by the articles), unless the BCBCA or the articles require a different type of resolution to make such change. Accordingly, certain alterations to a BCBCA corporation, such as a name change or certain changes in its authorized share structure, can be approved by a different type of resolution where specified in the articles, subject always to the requirement that a right or special right attached to issued shares must not be prejudiced or interfered with under the BCBCA or under the notice of articles or articles unless the shareholders holding shares of the class or series of shares to which sub right or special right is attached consent by a special separate resolution of these shareholders.

While Ares has formulated the proposed articles to ensure the continuity of the rights of Ares Shareholders, the proposed articles permit the Ares Board to make the following changes, among other, by a resolution of the Ares Board: (i) create one or more classes or series of shares or, if none of the shares of a class or series of shares are allotted or issued, eliminate that class or series of shares; (ii) increase, reduce or eliminate the maximum number of shares that Ares is authorized to issue out of any class or series of shares or establish a maximum number of shares

that Ares is authorized to issue out of any class or series of shares for which no maximum is established; (iii) subdivide or consolidate all or any of its unissued, or fully paid issued, shares; (iv) change all or any of its unissued fully-paid issued shares with par value into shares without par value or all or any of its unissued shares without par value into shares with par value; and (v) alter the identifying name of any of its shares.

Rights of Dissent and Appraisal

The OBCA provides that registered shareholders who dissent to 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: (i) amend its articles under Section 168 of the OBCA to add, change or remove restrictions on the issue, transfer or ownership of shares of a class or a series of shares of a corporation; (ii) amend its articles under Section 168 of the OBCA to add, change or remove any restriction on the business or businesses that the corporation may carry on or upon the powers that the corporation may exercise; (iii) amalgamate with another corporation under Section 175 or 176 of the OBCA; (iv) be continued under the laws of another jurisdiction under Section 181 of the OBCA; or (v) sell, lease or exchange all or substantially all of its property under Subsection 184(3) of the OBCA.

The BCBCA contains a similar dissent remedy, although the triggering events and procedure for exercising this remedy are slightly different from those contained in the OBCA. Pursuant to the BCBCA, the dissent right is also available with respect to a resolution to approve an arrangement, if the terms of the arrangement permit dissent, any other resolution if dissent is authorized by the resolution, and with respect to any court order that permits dissent, but is not available with respect to an alteration to the articles to add, change or remove restrictions on the issue, transfer or ownership of shares. In addition, under the BCBCA, such dissent must be exercised with respect to all of the shares to which the dissenting shareholder is the registered and beneficial owner (and cause the registered owner of any such shares beneficially owned by the dissenting shareholder to dissent with respect to all such shares).

Oppression Remedies

Pursuant to the OBCA, a registered holder, beneficial holder or former registered holder or beneficial holder of a security of a corporation or its affiliates, a director, former director, officer or 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 (each, a complainant), 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:

- any act or omission of a corporation or its affiliates effects or threatens to effect a result;
- the business or affairs of the corporation or any of its affiliates are, have been or are threatened to be carried on or conducted in a manner; or
- 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 BCBCA contains a similar oppression remedy. The remedy under the BCBCA is not expressly available for "unfairly disregarding the interests" of the shareholder. Also, in British Columbia, the oppression remedy is only available to shareholders (although in connection with an oppression action, the term "shareholder" includes beneficial shareholders and any other person whom a court considers to be an appropriate person to make such an application). Under the OBCA, the complainant 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 complain only of oppressive conduct of the corporation. Pursuant to 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, under the BCBCA the court may make such order as it sees fit, including an order to prohibit any act proposed by the corporation. Pursuant to 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 (i) the corporation is, or after the payment, would be unable to pay its liabilities as they become due, or (ii) 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 OBCA, a complainant may, with judicial leave, bring an action in the name and on behalf of the corporation or any of its subsidiaries or intervene in an action to which a corporation or any of its subsidiaries is a party, for the purpose of prosecuting, defending or discontinuing the action on behalf of the corporation or subsidiary.

Similar rights to bring a derivative action are contained in the BCBCA, but these rights extend only to shareholders (although in connection with a derivative action, the term "shareholder" includes beneficial shareholders and any other person whom the court considers to be an appropriate person to make such an application) and directors.

Shareholder Proposals

A shareholder of a corporation incorporated under the OBCA who is entitled to vote may submit notice of a shareholder proposal. To be eligible to make a proposal, a person must a registered holder of shares entitled to vote or a beneficial owner of shares that are entitled to be voted at a meeting of shareholders; provided that if a person claims to be a beneficial holder, the company may require the person to provide proof that the person is a beneficial owner of shares.

In order to submit a proposal under the BCBCA, a person must have been a registered owner or beneficial owner of one or more shares carrying the right to vote at general meetings and must have owned such shares for an uninterrupted period of at least two years before the date of signing the proposal. The proposal must be signed by shareholders who, together with the submitter, are registered or beneficial owners of: (a) at least 1% of the issued shares of the corporation that carry the right to vote at general meetings; or (b) shares with a fair market value exceeding an amount prescribed by regulation (currently $2,000).

Requisition of Meetings

The OBCA permits the holders of not less than 5% of the issued shares that carry the right to vote at a meeting to require the directors to call a meeting of shareholders of a corporation for the purposes stated in the requisition. If the directors do not call a meeting within 21 days of receiving the requisition, any shareholder who signed the requisition may call the meeting.

The BCBCA provides that one or more shareholders of a corporation holding not less than 5% of the issued voting shares of the corporation may give notice to the directors requiring them to call and hold a general meeting within four months.

Place of Meetings

The OBCA requires all meetings of shareholders, subject to the articles and any unanimous shareholder agreement, to be held at the place within or outside Ontario as determined by the directors or, in the absence of such a determination, at the place where the registered office of the corporation is located.

The BCBCA provides that meetings of shareholders must be held in British Columbia, unless: (i) the articles provide for a location outside British Columbia, or the articles do not restrict the corporation from approving a location outside British Columbia and the location is approved by the resolution required by the articles for that purpose (or if no resolution is required for that purpose by the articles, by an ordinary resolution); or (ii) the location is approved in writing by the BC Registrar before the meeting is held. The proposed articles contemplate that shareholder meetings can be held within or outside of British Columbia as determined by the Board.

Directors' Residency Requirements

The OBCA does not have any residency requirements for directors.

The BCBCA provides that a public corporation must have at least three directors, and also does not have any residency requirements for directors.

Comparison of Ares's Articles and By-Laws and Proposed Articles

The articles of Ares proposed to be adopted in connection with the Continuation will be substantially similar to the articles of Enyo. The proposed articles have been prepared with a view to corporate governance best practices under the BCBCA, the articles of many British Columbia incorporated public corporations and continuity of rights of Ares Shareholders. It is customary under the BCBCA to not duplicate in the articles provisions of applicable law contained in such legislation, which results in the articles of British Columbia corporations being less duplicative than the by-laws of corporations existing under the OBCA. The omission of certain provisions of the current Ares by-laws from the proposed articles as a result of such matters being governed by the provisions of the BCBCA will not materially affect the substantive rights of Shareholders or the procedural aspects of Ares's by-laws, except to the extent described below or as a result of the differences in the BCBCA and the OBCA, as discussed above under "*The Continuation – Corporate Law Differences*".

Set out below is a summary of the certain differences between Ares's articles and by-laws, as they exist today, and the provisions of the proposed articles. The proposed articles are attached as Schedule "M". Ares's current articles and by-laws can be found on SEDAR under Ares's profile at www.sedar.com. Ares Shareholders are urged to review all such documents before determining whether to vote in favour of the Continuation Resolution. The summary of the provisions of such documents included below is qualified in its entirety by the complete text of such documents.

Advance Notice of Director Nominations

Ares's existing By-law No. 1A sets out advance notice requirements for director nominations. Among other things, the by-laws fix a deadline by which Ares Shareholders must notify Ares of their intention to nominate directors and sets out the information that Ares Shareholders must provide in the notice for it to be valid. These requirements are intended to provide all Ares Shareholders with the opportunity to evaluate and review all proposed nominees and vote in an informed and timely manner regarding those nominees.

After the Continuation, these advance notice requirements will be incorporated directly into Ares's new articles. These requirements will be substantially the same as the existing requirements, except for minor amendments discussed below.

- The deadline by which Ares Shareholders must notify Ares of their intention to nominate directors remains the same in the proposed articles.

- The proposed articles will bring forward the requirement in Ares's existing by-laws that the nominating Ares Shareholder provide information with respect to the nominee director. The nominating Ares Shareholder providing notice, and each beneficial owner on whose behalf the nomination is made will also have to provide fulsome information about themselves.

Quorum

A quorum, pursuant to Ares' By-law No. 1B, shall be a minimum of two (2) individuals present in person, each of whom is either a shareholder entitled to attend and vote at such meeting or a proxyholder appointed by such a shareholder, holding or representing by proxy not less than 15% of the total number of issued shares entitled to vote at a meeting of the shareholders of the corporation. The proposed articles shall be one or more persons present in person, or by proxy.

Record Date

Under Ares's existing by-laws, the Ares Board may fix a record date for the determination of the persons entitled to receive payment of dividends or to exercise the right to subscribe for such securities by not more than 50 days of the date for the such payment or exercise.

Under the proposed articles, the record date for notice must not precede the date on which the meeting is held by fewer than if and for so long as Ares is a public company, 21 days, otherwise, 10 days. The record date for voting must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the BCBCA, by more than four months. Any dividend declared by the directors may be made payable on such date as is fixed by the directors.

Removal of Directors

Under the OBCA, directors may be removed by shareholders by ordinary resolution (simple majority) passed at an annual or special meeting of shareholders. A company may remove a director before the expiration of the director's term of office under the BCBCA by special resolution, or if the articles of the company permit, either by less than a special majority (two- thirds) or by some other method or resolution specified.

The proposed articles stipulate that Ares Shareholders may remove any director before the expiration of his or her term of office by special resolution. The proposed articles also stipulate that directors may remove any director before the expiration of his or her term of office if the director is convicted of an indictable offence, or if the director ceases to be qualified to act as a director of Ares in accordance with the BCBCA and does not promptly resign.

Dissent Rights to the Continuation

A Registered Holder is entitled to dissent from the Continuation Resolution in the manner provided in Section 185 of the OBCA. Section 185 of the OBCA is reprinted in its entirety in Schedule "E". See "*Dissent Rights to the Continuation*" and "*Rights of the Dissenting Ares Shareholders*" for additional particulars of the applicable dissent provisions and a summary of the dissent procedure.

Proposed Continuation Resolution

Ares Shareholders will be asked at the Meeting to vote on the Continuation Resolution, the text of which is set out below, approving the Continuation. The Continuation Resolution must be approved by a Special Resolution in order to become effective. If Ares Shareholders do not approve the Continuation, Ares will remain an Ontario corporation, subject to the requirements of the OBCA. If the Continuation Resolution is approved at the Meeting, the Continuation is expected to be effected as soon as possible after the Effective Date of the Arrangement.

Notwithstanding the above, the Continuation Resolution confers discretionary authority on the Ares Board to revoke the Continuation Resolution before the Continuation occurs. The Ares Board may exercise its discretion and elect not to proceed with the Continuation, notwithstanding Ares Shareholder approval, for any number of reasons, including, for example, the number of Registered Holders that dissent in respect of the Continuation Resolution.

Ares Shareholders will be asked at the Meeting to pass the Continuation Resolution, the text of which will be substantially the form as follows:

"RESOLVED, AS A SPECIAL RESOLUTION, THAT:

1. The continuance of Ares Strategic Mining Inc. (the "**Company**") from the Province of Ontario to the Province of British Columbia pursuant to Section 181 of the Business Corporations Act (Ontario) (the "**OBCA**") and Section 302 of the Business Corporations Act (British Columbia) (the "**BCBCA**"), is hereby authorized and approved;

2. The Company is authorized to make application to the Director under the OBCA, pursuant to Section 181 of the OBCA, for authorization to continue under the BCBCA;

3. The Company is authorized to make application to the Registrar of Companies under the BCBCA, pursuant to section 302 of the BCBCA, for a certificate of continuation continuing the Company under the BCBCA;

4. Upon the issuance of a certificate of continuation continuing the Company under the BCBCA, the articles and by-laws of the Company shall be replaced in their entirety by the notice of articles described in, and the articles substantially in the form attached to Schedule "M" to, the management information circular of the Company dated ♦, 2022;

5. Notwithstanding that the foregoing resolutions have been passed by the holders of the outstanding common shares of the Company (the "**Shareholders**"), the board of directors of Integra may revoke these resolutions and abandon the continuance, in whole or in part, without any further approval of Shareholders; and

6. Any one or more directors of the Company be and are hereby authorized, for and on behalf of the Company, to execute and deliver all other documents and instruments and do all such acts or things, and making all necessary filings with applicable regulatory bodies and stock exchanges, as such directors or officers may determine to be necessary or desirable to carry out the foregoing resolutions."

Accordingly, the Ares Board and Management are recommending that Ares Shareholders vote FOR the approval of the Continuation Resolution. Ares Shareholder proxies received in favour of management will be voted FOR the approval of the Continuation Resolution, unless an Ares Shareholder has specified in the proxy that such Ares Shares are to be voted against the Continuation Resolution.

Special Resolution to Approve the Arrangement

The Arrangement will become effective on the Effective Date, subject to satisfaction of the applicable conditions. The disclosure of the principal features of the Arrangement among Ares, the Ares Shareholders and Enyo, as summarized below, is qualified in its entirety by reference to the full text of the Arrangement Agreement, which is available under Ares's profile on SEDAR at www.SEDAR.com.

Reasons for the Arrangement

Ares believes that the Arrangement is in the best interests of Ares for numerous reasons, including:

1. At the moment, the capital markets value the Liard Property and the Vanadium Property together with all of Ares's other properties. By completing the Arrangement, the markets will value the Liard Property and the Vanadium Property each separately and independently of Ares's other properties, which should create additional value for Ares Shareholders;

2. Separating each of the Liard Property and the Vanadium Property from Ares's other properties is expected to accelerate the development of the Liard Property, which will be Enyo's material property;

3. Ares will be better able to focus on developing its assets, other than the Spinco Properties, without having the constraints of managing and financing the Spinco Properties;

4. Ares Shareholders will benefit by holding shares in two separate public companies;

5. The Fairness Opinion, delivered to the Ares Board, stating to the effect that, as of October♦, 2022, and subject to the assumptions, limitations and qualifications set out in the Fairness Opinion, the Enyo Spinout Shares to be received by Ares Shareholders under the Arrangement is fair, from a financial point of view, to Ares Shareholders; and

6. Separating Ares and Enyo will expand Enyo's potential shareholder base and access to development capital by allowing investors that want specific ownership in a particular geographic location and in respect of specific properties with different geological characteristics the opportunity to invest directly in Enyo rather than through Ares.

In the course of its deliberations, the Ares Board also identified and considered a variety of risks and potentially negative factors, including, but not limited to, the risks set out under "*Approval of the Arrangement – Arrangement Risk Factors*".

The foregoing discussion summarizes the material information and factors considered by the Ares Board in their consideration of the Plan of Arrangement. The Ares Board collectively reached its unanimous decision with respect to the Plan of Arrangement in light of the factors described above and other factors that each member of the Ares Board felt were appropriate. In view of the wide variety of factors and the quality and amount of information considered, the Ares Board did not find it useful or practicable to, and did not make specific assessments of, quantify, rank or otherwise assign relative weights to the specific factors considered in reaching its determination. Individual members of the Ares Board may have given different weight to different factors.

Fairness Opinion

Evans & Evans, Inc. was retained by Ares to provide the Fairness Opinion, regarding the fairness, from a financial point of view of the Arrangement to the Ares Shareholders. Based upon and subject to the assumptions, limitations and qualifications set out in the Fairness Opinion, Evans & Evans, Inc. is of the opinion that, as of October ♦, 2022 the Arrangement is fair, from a financial point of view, to the Ares Shareholders.

After careful consideration, including a thorough review of the information and the Fairness Opinion delivered by Evans & Evans, Inc., a thorough review of the terms of the Arrangement Agreement, and taking into account the best interests of Ares and the impact on Ares's stakeholders, and consultation with its professional advisors, the Ares Board unanimously resolved: (i) to accept the advice of its professional advisors; (ii) that the Arrangement is fair, from a financial point of view, to the Ares Shareholders and is in the best interests of Ares; and (iii) to approve the Arrangement and to recommend that Ares Shareholders vote in favour of the Arrangement Resolution. Ares issued a press release announcing the proposed Arrangement on September ♦, 2022. A summary of the Fairness Opinion is attached as Schedule "L" to this Information Circular. The summary of the Fairness Opinion described in this Information Circular is qualified in its entirety by reference to the full text of the Fairness Opinion.

Principal Steps of the Arrangement

Prior to the Effective Time, Enyo will issue the Enyo Spinout Shares to Ares to complete the acquisition of the Spinco Properties. Commencing at the Effective Time, each of the events set out below shall occur and shall be deemed to occur in the following sequence or as otherwise provided below or herein, without any further act or formality:

(a) each Ares Share outstanding in respect of which a Dissenting Shareholder has validly exercised his, her or its Dissent Rights shall be directly transferred and assigned by such Dissenting Shareholder to Ares, without any further act or formality and free and clear of any liens, charges and encumbrances of any nature whatsoever, and will be cancelled and cease to be outstanding and such Dissenting Shareholders will cease to have any rights as Ares Shareholders other than the right to be paid the fair value for their Ares Shares by Ares;

(b) the authorized share structure of Ares shall be altered by:

(i) renaming and redesignating all of the issued and unissued Ares Shares as "Class A common shares without par value" and amending the special rights and restrictions attached to those shares to provide the holders thereof with two votes in respect of each share held, being the "Ares Class A Shares"; and

(ii) creating a new class consisting of an unlimited number of "common shares without par value" with terms and special rights and restrictions identical to those of the Ares Shares immediately prior to the Effective Time, being the "New Ares Shares";

(c) each Ares Option then outstanding to acquire one Ares Share shall be transferred and exchanged for:

(i) one Ares Replacement Option to acquire one New Ares Share having an exercise price equal to the product of the original exercise price of the Ares Option multiplied by the fair market value of a New Ares Share at the Effective Time divided by the total of the fair market value of a New Ares Share and the fair market value of 0.1 of an Enyo Share at the Effective Time; and

(ii) one Enyo Option to acquire 0.1 of an Enyo Share, each whole Enyo Option having an exercise price equal to the product of the original exercise price of the Ares Option multiplied by the fair market value of 0.1 of an Enyo Share at the Effective Time divided by the total of the fair market value of one New Ares Share and 0.1 of an Enyo Share at the Effective Time,

provided that the aforesaid exercise prices shall be adjusted to the extent, if any, required to ensure that the aggregate In the Money Amount of the Ares Replacement Option and the Enyo Option immediately after the exchange does not exceed the In the Money Amount immediately before the exchange of the Ares Option so exchanged. It is intended that subsection 7(1.4) of the Tax Act apply to the exchange of Ares Options;

(d) each Ares Warrant then outstanding shall be deemed to be amended to entitle the Ares Warrantholder to receive, upon due exercise of the Ares Warrant, for the original exercise price:

(i) one New Ares Share for each Ares Share that was issuable upon due exercise of the Ares Warrant immediately prior to the Effective Time; and

(ii) 0.1 of an Enyo Share for each Ares Share that was issuable upon due exercise of the Ares Warrant immediately prior to the Effective Time;

(e) each issued and outstanding Ares Class A Share outstanding on the Share Distribution Record Date shall be exchanged for: (i) one New Ares Share; and (ii) 0.1 of a Enyo Spinout Share, the holders of the Ares Class A Shares will be removed from the central securities register of Ares as the holders of such and will be added to the central securities register of Ares as the holders of the number of New Ares Shares that they have received on the exchange set forth in section 3.1(e) of the Plan of Arrangement, and the Enyo Spinout Shares transferred to the then holders of the Ares Class A Shares will be registered in the name of the former holders of the Ares Class A Shares and Ares will provide Enyo and its registrar and transfer agent notice to make the appropriate entries in the central securities register of Enyo;

(f) the Ares Class A Shares, none of which will be issued or outstanding once the exchange in section 3.1(e) of the Plan of Arrangement is completed, will be cancelled and the appropriate entries made in the central securities register of Ares and the authorized share structure of Ares will be amended by eliminating the Ares Class A Shares, and the aggregate paid-up capital (as that term is used for purposes of the Tax Act) of the New Ares Shares will be equal to that of the Ares Shares immediately prior to the Effective Time less the fair market value of the Enyo Spinout Shares distributed pursuant to section 3.1(e) of the Plan of Arrangement; and

(g) the Enyo Incorporation Share issued to Ares on incorporation shall be cancelled for no consideration and as a result thereof:

(i) Ares shall cease to be, and shall be deemed to have ceased to be, the holder of the Enyo Incorporation Share and to have any rights as a holder of the Enyo Incorporation Share; and

(ii) Ares shall be removed as the holder of the Enyo Incorporation Share from the register of Enyo Shares maintained by or on behalf of Enyo.

Effect of the Arrangement

As a result of the Arrangement, Ares Shareholders will no longer hold their Ares Shares and instead, will receive one New Ares Share and 0.1 of an Enyo Share for every one Ares Share held at the Effective Time, and as a result, will hold shares in two public companies.

Enyo will be a reporting issuer in the Reporting Jurisdictions. Enyo has not made an application to list the Enyo Shares on the CSE.

Directors and Officers of Enyo

The Enyo Board will be comprised of James Walker, Paul Sarjeant, Changxian Li, Bob Li, Raul Sanabria and Ron Woo. Executive management of Enyo will consist of James Walker, President and Chief Executive Officer, and Viktoriya Griffin, Chief Financial Officer. Enyo may add individuals to the Enyo Board and management to ensure Enyo has the appropriate amount of local knowledge and skill sets to advance the Spinco Properties and any additional assets Enyo may acquire in the future. Since Ares's focus is primarily on mineral exploration assets located in the U.S., and Enyo's focus will be on the Spinco Properties located in British Columbia, Canada, any common directors on the Enyo Board and the Ares Board are not expected to be subject to any conflicts of interest. See "*Enyo Strategic Mining Inc. – Directors and Officers*" in this Information Circular.

Recommendation of the Directors

Ares has reviewed the terms and conditions of the proposed Arrangement and has concluded that the Arrangement is fair and reasonable to the Ares Shareholders and in the best interests of Ares.

In arriving at this conclusion, the Ares Board considered, among other matters:

1. the financial condition, business and operations of Ares, on both a historical and prospective basis;

2. Evans & Evans, Inc. provided its opinion to the Ares Board to the effect that, as of August ♦, 2022, and subject to the assumptions, limitations and qualifications set out in the Fairness Opinion, the Enyo Shares to be received by Ares Shareholders under the Arrangement is fair, from a financial point of view, to Ares Shareholders.

3. the procedures by which the Arrangement is to be approved, including the requirement for approval of the Arrangement by the Court after a hearing at which fairness to Securityholders will be considered;

4. the availability of Dissent Rights to Registered Holders with respect to the Arrangement;

5. the assets to be held by each of Ares and Enyo after completion of the Arrangement and the unrealized value of the Liard Property within Ares;

6. the advantages of segregating the property risk profiles of the Liard Property and Ares's other projects;

7. historical information regarding the price of the Ares Shares;

8. the tax treatment to Ares Shareholders under the Arrangement;

9. Ares Shareholders will own securities of two publicly-listed companies, if the intended listing of the Enyo Shares is obtained; and

10. Enyo will be able to concentrate its efforts on developing the Liard Property and Ares will be able to concentrate its efforts on the advancement of Ares's other mineral project(s) and business.

The Ares Board did not assign a relative weight to each specific factor and each director may have given different weights to different factors. Based on its review of all the factors, the Ares Board considers the Arrangement to be advantageous to Ares and fair and reasonable to the Ares Shareholders. The Ares Board also identified disadvantages associated with the Arrangement including the fact that there will be the additional costs associated with running two companies and there is no assurance that the proposed Arrangement will result in positive benefits to Ares Shareholders. See "*Particulars of Matters to be Acted Upon – Approval of the Arrangement – Arrangement Risk Factors*", "*Ares Strategic Mining Inc. – Risk Factors*" and "*Enyo Strategic Mining Inc. – Risk Factors*".

Pursuant to an agreement dated as of March 18, 2022, Evans & Evans, Inc. was retained by the Ares Board to, among other things, deliver the Fairness Opinion as to the fairness of the Enyo Spinout Shares to be received from Enyo pursuant to the Arrangement, from a financial point of view, to the Ares Shareholders. On October ♦, 2022, Evans & Evans, Inc. delivered to the Ares Board its opinion that, on the basis of the particular assumptions and limitations set forth therein, as of such date, the Enyo Spinout Shares to be received by the Ares Shareholders under the Arrangement is fair, from a financial point of view, to the Ares Shareholders.

Evans & Evans, Inc. will be paid by Ares a fee for its services which is not contingent on the successful outcome of the Arrangement and will be reimbursed of all reasonable legal and out-of-pocket expenses. In addition, Evans & Evans, Inc. and its affiliates and their respective directors, officers, employees, agents and controlling persons are to be indemnified by Ares under certain circumstances from and against certain liabilities arising out of the performance of professional services rendered to Ares. The Fairness Opinion has been provided solely for the use of the Ares Board for the purposes of considering the Arrangement and may not be used or relied upon by any other person or for any other purpose without the prior written consent of Evans & Evans, Inc. The Fairness Opinion is not

to be construed as a valuation of Ares, or any of their respective assets, securities or liabilities (whether on a standalone basis or as a combined entity). The Fairness Opinion does not constitute a recommendation as to whether or not Ares Securityholders should vote in favour of the Arrangement Resolution or any other matter. The Fairness Opinion is one of a number of factors taken into account by the Ares Board in approving the terms of the Arrangement Agreement and the Plan of Arrangement.

The Arrangement Resolution is set out in Schedule "A" to this Information Circular. In order to be approved, the Arrangement Resolution requires the votes in favour of 66 2/3% of the votes cast at the Meeting.

The Ares Board recommends that the Ares Shareholders vote FOR the Arrangement Resolution. Each director and officer of Ares who owns Ares Shares has indicated his or her intention to vote his or her Ares Shares in favour of the Arrangement Resolution.

Arrangement Risk Factors

Ares and Enyo should each be considered as highly speculative investments and the transactions contemplated herein should be considered of a high-risk nature. Ares Shareholders should carefully consider all of the information disclosed in this Information Circular prior to voting on the matters being put before them at the Meeting.

The completion of the Arrangement is subject to a number of conditions precedent, certain of which are outside the control of Ares and Enyo, including receipt of Ares Shareholder approval at the Meeting and receipt of the Final Order. There can be no certainty, nor can Ares or Enyo provide any assurance, that these conditions will be satisfied or, if satisfied, when they will be satisfied.

In addition to the other information presented in this Information Circular (without limitation, see also "*Ares Strategic Mining Inc. – Risk Factors*" and "*Enyo Strategic Mining Inc. – Risk Factors*"), the following risk factors should be given special consideration:

1. The trading price of Ares Shares on the Effective Date may vary from the price as at the date of execution of the Arrangement Agreement, the date of this Information Circular and the date of the Meeting and may fluctuate depending on investors' perceptions of the merits of the Arrangement.

2. The number of Enyo Shares being issued in connection with the Arrangement will not change despite decreases or increases in the market price of the Ares Shares. Many of the factors that affect the market price of the Ares Shares are beyond the control of Ares. These factors include fluctuations in commodity prices, fluctuations in currency exchange rates, changes in the regulatory environment, adverse political developments, prevailing conditions in the capital markets and interest rate fluctuations.

3. There is no assurance that the Arrangement will be completed or that, if completed, the Enyo Shares will be listed and posted for trading on the CSE or on any other stock exchange.

4. There is no assurance that the Arrangement can be completed as proposed or without Ares Shareholders exercising their dissent rights in respect of a substantial number of Ares Shares.

5. There is no assurance that the businesses of Ares or Enyo, after completing the Arrangement, will be successful.

6. While Ares believes that the Enyo Shares to be issued to Ares Shareholders pursuant to the Arrangement will not be subject to any resale restrictions save securities held by control persons and save for any restrictions flowing from current restrictions associated with an Ares

Shareholder's Ares Shares, there is no assurance that this is the case and each Ares Shareholder is urged to obtain appropriate legal advice regarding applicable securities legislation.

7. The transactions may give rise to significant adverse tax consequences to Ares Shareholders and each such Ares Shareholder is urged to consult his, her or its own tax advisor.

8. Certain costs related to the Arrangement, such as legal and accounting fees, must be paid by Ares even if the Arrangement is not completed.

9. If the Arrangement Resolution is not approved by the Ares Shareholders or, even if the Arrangement Resolution is approved, as a result of the Spinco Properties being transferred to Enyo, an entity separate from Ares, the market price of the Ares Shares may decline to the extent that the current market price of the Ares Shares reflects a market assumption that the Plan of Arrangement will be completed or to the extent the current market price of the Ares Shares reflects the value associated with the Spinco Properties, as applicable.

Effects of the Arrangement on Shareholders' Rights

As a result of the Arrangement, Ares Shareholders will continue to be shareholders of Ares and will also be shareholders of Enyo. Shareholders of Ares and Enyo will have the same rights afforded to them as Ares Shareholders of each respective entity, as both Ares and Enyo are governed by the OBCA.

Conduct of Meeting and Other Approvals

Shareholder Approval of the Arrangement

The Arrangement Resolution must be approved, with or without variation, by not less than two-thirds of the votes cast at the Meeting in person or by proxy by Ares Shareholders.

Court Approval of the Arrangement

Under the OBCA, Ares is required to obtain the approval of the Court to the calling and holding of the Meeting and to the Arrangement. On October ♦, 2022, prior to mailing the material in respect of the Meeting, Ares obtained an Interim Order providing for the calling and holding of the Meeting and other procedural matters. A copy of the Interim Order and the Requisition of Hearing of Petition for Final Order are appended as Schedules "C" and "D", respectively, to this Information Circular. As set out in the Requisition of Hearing of Petition for Final Order, the Court hearing in respect of the Final Order is scheduled to take place at 10:00 A.M. (Toronto time) on November ♦, 2022, following the Meeting or as soon thereafter as the Court may direct or counsel for Ares may be heard, at the ♦, Toronto, Ontario, subject to the approval of the Arrangement Resolution at the Meeting. **Securityholders who wish to participate in or be represented at the Court hearing should consult with their legal advisors as to the necessary requirements.**

At the Court hearing, any Ares Securityholders who wish to participate or to be represented or to present evidence or argument may do so, subject to the rules of the Court. Although the authority of the Court is very broad under the OBCA, the Court will consider, among other things, the procedural and substantive fairness and reasonableness of the terms and conditions of the Arrangement and the rights and interests of every person affected. The Court may approve the Arrangement as proposed or as amended in any manner as the Court may direct. The Court's approval is required for the Arrangement to become effective. In addition, it is a condition of the Arrangement that the Court will have determined, prior to approving the Final Order, that the terms and conditions of the issuance of securities comprising the Arrangement are procedurally and substantively fair to the Ares Securityholders.

Under the terms of the Interim Order, each Ares Securityholder will receive proper notice that they will have the right to appear and make representations at the application for the Final Order. Any person desiring to appear at

the hearing to be held by the Court to approve the Arrangement pursuant to the Requisition of Hearing of Petition for Final Order is required to file with the Court and serve upon Ares, at the address set out below, prior to 4:00 P.M. (Vancouver time) on ♦, 2022, the Response to Petition, including his address for service, together with any evidence or materials which are to be presented to the Court. The Response to Petition and supporting materials must be delivered to:

WeirFoulds LLP
4100 – 66 Wellington Street West
Toronto, Ontario
M5K 1B7
Attention: Nadia Chiesa

Regulatory Approvals

If the Arrangement Resolution is approved by the requisite two-thirds of the Ares Shareholders voting together as a single class, final regulatory approval must be obtained for all the transactions contemplated by the Arrangement before the Arrangement may proceed.

The Ares Shares are currently listed and posted for trading on the CSE. Ares is a reporting issuer in the Reporting Jurisdictions. Approval from the CSE is required for the completion of the Arrangement, including listing of the New Ares Shares in substitution for the Ares Shares. Upon completion of the Arrangement, it is expected that Enyo will be a reporting issuer in the Reporting Jurisdictions and intends to seek a listing of the Enyo Shares on the CSE. Enyo has not made an application to list the Enyo Shares on the CSE. Any listing will be subject to the approval of the CSE. There can be no assurances that Enyo will be able to attain a listing on the CSE or any other stock exchange. Enyo has also applied for a waiver of the sponsorship requirements under the rules of the CSE. There is no assurance that such a waiver will be available to Enyo.

Ares Shareholders should be aware that certain of the foregoing approvals, including a listing on the CSE or a determination that Enyo will be a reporting issuer in the specified jurisdictions, have not yet been received from the regulatory authorities referred to above. There is no assurance that such approvals will be obtained.

Procedure for Receipt of New Ares Shares and Enyo Shares

Ares Shareholders on the Share Distribution Record Date will be entitled to receive New Ares Shares and Enyo Shares pursuant to the Arrangement.

Each registered Ares Shareholder will receive a Letter of Transmittal containing instructions with respect to the deposit of certificates for Ares Shares for use in exchanging their Ares Shares for Certificates or Direct Registration System ("**DRS**") statements representing New Ares Shares and Enyo Shares, to which they are entitled under the Arrangement. Upon return of a properly completed Letter of Transmittal, together with certificates formerly representing Ares Shares and such other documents as the Depositary may require, certificates or DRS statements for the appropriate number of New Ares Shares and Enyo Shares will be distributed.

Fees and Expenses

Ares will pay the costs, fees and expenses of the Arrangement.

Effective Date of Arrangement

If:

1. the Arrangement Resolution is approved by Special Resolution of the Ares Shareholders;

2. the Final Order of the Court is obtained approving the Arrangement;

3. the required CSE approvals to the completion of the Arrangement are obtained;

4. every requirement of the OBCA relating to the Arrangement has been complied with; and

5. all other conditions disclosed under "*Arrangement Agreement – Conditions to the Arrangement Becoming Effective*" are met or waived,

the Arrangement will become effective on the Effective Date.

The full particulars of the Arrangement are contained in the Plan of Arrangement appended as Schedule "B" to this Information Circular. See also "*Arrangement Agreement*" below.

Notwithstanding receipt of the above approvals, Ares may abandon the Arrangement without further approval from the Ares Shareholders.

Arrangement Agreement

The Arrangement will be carried out pursuant to the provisions of the OBCA and will be effected in accordance with the Arrangement Agreement, the Interim Order and the Final Order. The steps of the Arrangement, as set out in the Arrangement Agreement, are summarized under "*Particulars of Matters to be Acted Upon – Approval of the Arrangement – Principal Steps of the Arrangement*" herein.

The general description of the Arrangement Agreement which follows is qualified in its entirety by reference to the full text of the Arrangement Agreement, a copy of which is available for review by Ares Shareholders, at the head office of Ares as shown on the Notice of Meeting, during normal business hours prior to the Meeting and under Ares's profile on SEDAR at www.SEDAR.com.

General

On October ♦, 2022, Ares and Enyo entered into the Arrangement Agreement which includes the Plan of Arrangement. The Plan of Arrangement is reproduced as Schedule "B" to this Information Circular. Pursuant to the Arrangement Agreement, Ares and Enyo agree to effect the Arrangement pursuant to the provisions of Section 182 of the OBCA on the terms and subject to the conditions contained in the Arrangement Agreement.

In the Arrangement Agreement, Ares and Enyo provide representations and warranties to one another regarding certain customary commercial matters, including corporate, legal and other matters, relating to their respective affairs.

Under the Arrangement Agreement, Ares agrees to call the Meeting for the purpose of, among other matters, the Ares Shareholders approving the Arrangement Resolution, and that, if the approval of the Ares Shareholders of the Arrangement Resolution as set forth in the Interim Order is obtained by Ares, as soon as reasonably practicable thereafter, Ares will take the necessary steps to submit the Arrangement to the Court and apply for the Final Order.

Conditions to the Arrangement Becoming Effective

The respective obligations of Ares and Enyo to complete the transactions contemplated by the Arrangement Agreement are subject to the satisfaction, on or before the Effective Date, of a number of conditions precedent, certain of which may only be waived in accordance with the Arrangement Agreement. The mutual conditions precedent, among others, are as follows:

(a) the Interim Order shall have been granted in form and substance satisfactory to Ares;

(b) the Arrangement Resolution, with or without amendment, shall have been approved and adopted at the Meeting in accordance with the Arrangement Provisions, the Constating Documents of Ares, the Interim Order and the requirements of any applicable regulatory authorities;

(c) the Final Order shall have been obtained in form and substance satisfactory to each of Ares and Enyo;

(d) the CSE shall have conditionally approved the Arrangement, including the listing of the New Ares Shares issuable under the Arrangement in substitution for the Ares Class A Shares and the delisting of the Ares Class A Shares, as of the Effective Date, subject to compliance with the requirements of the CSE;

(e) all other consents, orders, regulations and approvals, including regulatory and judicial approvals and orders required or necessary or desirable for the completion of the transactions provided for in the Arrangement Agreement and the Plan of Arrangement shall have been obtained or received from the Persons, authorities or bodies having jurisdiction in the circumstances each in form acceptable to Ares and Enyo;

(f) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement and the Plan of Arrangement;

(g) no law, regulation or policy shall have been proposed, enacted, promulgated or applied which interferes or is inconsistent with the completion of the Arrangement and Plan of Arrangement, including any material change to the income tax laws of Canada, which would reasonably be expected to have a material adverse effect on any of Ares, the Ares Shareholders or Enyo if the Arrangement is completed;

(h) notices of dissent pursuant to Article 5 of the Plan of Arrangement shall not have been delivered by Ares Shareholders holding greater than 5% of the outstanding Ares Shares; and

(i) the Agreement shall not have been terminated under Article 6 of the Arrangement Agreement.

Amendment and Termination of Arrangement Agreement

Subject to any mandatory applicable restrictions under the Arrangement Provisions or the Final Order, the Arrangement Agreement, including the Plan of Arrangement, may at any time and from time to time before or after the holding of the Meeting, but prior to the Effective Date, be amended by the written agreement of Ares and Enyo without, subject to applicable law, further notice to or authorization on the part of the Ares Shareholders.

Subject to Section 6.3 of the Arrangement Agreement, the Arrangement Agreement may at any time before or after the holding of the Meeting, and before or after the granting of the Final Order, but in each case prior to the Effective Date, be terminated by direction of the Ares Board without further action on the part of the Ares Shareholders and nothing expressed or implied herein or in the Plan of Arrangement shall be construed as fettering the absolute discretion by the Ares Board to elect to terminate the Agreement and discontinue efforts to effect the Arrangement for whatever reasons it may consider appropriate.

Arrangement Resolution

Ares Shareholders will be asked at the Meeting to vote on the Arrangement Resolution, the text of which is set out in Schedule "A" to this Information Circular. The Arrangement Resolution must be approved by a Special Resolution in order to become effective.

Notwithstanding the above, the Arrangement Resolution confers discretionary authority on the Ares Board to revoke the Arrangement Resolution before the Effective Date. The Ares Board may exercise its discretion and elect not to proceed with the Arrangement, notwithstanding Ares Shareholder approval, for any number of reasons, including, for example, the number of Registered Holders that dissent in respect of the Arrangement Resolution.

Accordingly, the Ares Board and Management are recommending that Ares Shareholders vote FOR the approval of the Arrangement Resolution. Ares Shareholder proxies received in favour of management will be voted FOR the approval of the Arrangement Resolution, unless an Ares Shareholder has specified in the proxy that such Ares Shares are to be voted against the Arrangement Resolution.

RIGHTS OF DISSENTING ARES SHAREHOLDERS

Pursuant to Section 185(1) of the OBCA, Registered Holders are entitled to dissent from the Arrangement and the Continuation Resolution in the manner provided in Section 185 of the OBCA. An Ares Shareholder (a "**Dissenting Shareholder**") who complies with the dissent procedure of Section 185 of the OBCA will be entitled to be paid by Ares the fair value of the Ares Shares held by the Dissenting Shareholder in respect of which such Ares Shareholder dissents, determined as at the close of business on the day before the Arrangement Resolution or the Continuation Resolution is passed.

Beneficial Shareholders of Ares Shares registered in the name of a broker, custodian, nominee or other intermediary who wish to dissent should be aware that only registered Ares Shareholders are entitled to dissent. Accordingly, beneficial holders of Ares Shares desiring to exercise a right of dissent to the Arrangement Resolution or the Continuation Resolution should contact their brokers, custodians, nominees or other intermediary for advice well in advance of the date of the Meeting.

Notice of Dissent

A registered Ares Shareholder who wishes to dissent, must send a notice of dissent (a "**Dissent Notice**") to Ares by registered mail at 1001 – 409 Granville Street, Vancouver, British Columbia V6C 1T2, Attention: James Walker, CEO, at or before the Meeting at which the Arrangement Resolution and the Continuation Resolution are to be voted on.

Notice to Dissenting Shareholders

Ares is required, within 10 days after the Shareholders adopt the Arrangement Resolution or the Continuation Resolution, to send to each registered Ares Shareholder who has filed a Dissent Notice with respect to each resolution, notice that the Arrangement Resolution and / or the Continuation Resolution have been adopted, but such notice is not required to be sent to any registered Ares Shareholder who voted for the Arrangement Resolution and the Continuation Resolution or who has withdrawn such Dissent Notice for the resolutions. Such notice shall set out the rights of the Dissenting Shareholder and the procedures to be followed to exercise those rights.

Payment Demand

A Dissenting Shareholder must, within 20 days after the Dissenting Shareholder receives notice that one or both of the Arrangement Resolution and the Continuation Resolution have been adopted or, if the Dissenting Shareholder does not receive such notice, within 20 days after the Dissenting Shareholder learns that one or both of the Arrangement Resolution and the Continuation Resolution have been adopted, send to Ares a written notice (a "**Payment Demand**") containing the name and address of the Dissenting Shareholder, the number of Ares Shares in respect of which the Dissenting Shareholder dissents and a demand for payment of the fair value of such Ares Shares.

Within 30 days after sending a Payment Demand, the Dissenting Shareholder must send to Ares or TSX Trust Company, 301 – 100 Adelaide Street West, Toronto, Ontario, M5H 4H1, Attention: Corporate Services, the certificates representing the Shares in respect of which such Payment Demand was made. A Dissenting Shareholder who fails to send the Payment Demand and their certificates within the time required will lose any right to make a

claim under Section 185 of the OBCA. Ares or TSX Trust Company will endorse on Share certificates received from a Dissenting Shareholder a notice that the holder is a Dissenting Shareholder and will forthwith return the Ares Share certificates to the Dissenting Shareholder.

On sending a Payment Demand, a Dissenting Shareholder ceases to have any rights as an Ares Shareholder, other than the right to be paid the fair value of the Ares Shares in respect of which such Payment Demand was made, except where:

(a) the Dissenting Shareholder withdraws notice before Ares makes an Offer to Pay (as defined below);

(b) Ares fails to make an Offer to Pay and the Dissenting Shareholder withdraws notice; or

(c) the directors of Ares revoke the Continuation Resolution to apply for a continuance under Section 181(5) of the OBCA.

Offer to Pay

Ares is required, not later than seven days after the later of the day on which the action approved by the Continuation Resolution is effective or the day on which Ares receives the Payment Demand of a Dissenting Shareholder, to send to each Dissenting Shareholder who has sent a Payment Demand a written offer to pay (an "**Offer to Pay**") for the Ares Shares in respect of which such Payment Demand was made in an amount considered by the Board to be the fair value thereof, accompanied by a statement showing the manner in which the fair value was determined.

Ares is required to pay for the Ares Shares of a Dissenting Shareholder within 10 days after an Offer to Pay has been accepted by a Dissenting Shareholder, but any such Offer to Pay lapses if Ares does not receive and acceptance thereof within 30 days after the Offer to Pay has been made.

If Ares fails to make an Offer to Pay for the Shares of a Dissenting Shareholder, or if a Dissenting Shareholder fails to accept an Offer to Pay that has been made, Ares may, within 50 days after the action approved by the Continuation Resolution is effective or within such further period as the court may allow, apply to the court to fix a fair value for the Ares Shares of Dissenting Shareholders.

If Ares fails to apply to the Court within such 50-day period, a Dissenting Shareholder may apply to the court for the same purpose within a further period of 20 days or within such further period as the court may allow.

Upon an application to the court, all Dissenting Shareholders whose Ares Shares have not been purchased by Ares will be joined as parties and bound by the decision of the court, and Ares will be required to notify each affected Dissenting Shareholder of the date, place and consequences of the application and of the right of such Dissenting Shareholder to appear and be heard in person or by counsel. Upon any such application to the court, the court may determine whether any person is a Dissenting Shareholder who should be joined as a party, and the court will then fix a fair value for the Ares Shares of all Dissenting Shareholders.

The final order of the Court will be rendered against Ares in favour of each Dissenting Shareholder and for the amount of the fair value of each Dissenting Shareholder's Ares Shares as fixed by the court. 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 Continuation Resolution is effective until the date of payment of the amount ordered by the court.

The above is only a summary of Section 185 of the OBCA, which is technical and complex. Any Ares Shareholder wishing to exercise a right of dissent should seek legal adv ice as failure to comply strictly with the provisions of the OBCA may prejudice such right of dissent.

CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

THE TAX CONSEQUENCES OF THE ARRANGEMENT MAY VARY DEPENDING UPON THE PARTICULAR CIRCUMSTANCES OF EACH ARES SHAREHOLDER AND OTHER FACTORS. ACCORDINGLY, ARES SHAREHOLDERS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS TO DETERMINE THE PARTICULAR TAX CONSEQUENCES TO THEM OF THE ARRANGEMENT.

The following fairly summarizes the principal Canadian federal income tax consequences under the Tax Act generally applicable to Ares Shareholders in respect of the disposition of Ares Shares pursuant to the Arrangement, and the acquisition, holding, and disposition of New Ares Shares and Enyo Spinout Shares acquired pursuant to the Arrangement.

In this summary, an otherwise undefined term that first appears in quotation marks has the meaning ascribed to it in the Tax Act.

Comment is restricted to Ares Shareholders who, for purposes of the Tax Act, (i) hold their Ares Shares, and will hold their New Ares Shares and Enyo Spinout Shares solely as capital property, and (ii) deal at arm's length with and are not affiliated with Enyo and Ares (each such Ares Shareholder, a "**Holder**").

Generally a Holder's Ares Share, New Ares Share or Enyo Spinout Share will be considered to be capital property of the Holder provided that the Holder does not hold the share in the course of carrying on a business of buying and selling securities and has not acquired the share in one or more transactions considered to be an adventure in the nature of trade.

A Resident Holder (as defined below under "*Certain Canadian Federal Income Tax Considerations - Holders Resident in Canada*") whose Ares Shares, New Ares Shares or Enyo Spinout Shares might not otherwise be capital property may in certain circumstances irrevocably elect under subsection 39(4) of the Tax Act to have those shares, and all other "Canadian securities" held by the Resident Holder in the taxation year of the election or in any subsequent taxation year treated as capital property. Resident Holders should consult their own tax advisers regarding the advisability of making such an election.

This summary does not apply to a Holder that:

(a) is a "financial institution" for the purposes of the mark-to-market rules in the Tax Act or a "specified financial institution";

(b) has elected to report its Canadian federal income tax results in a currency other than Canadian currency;

(c) has entered or will enter into a "derivative forward agreement", a "synthetic disposition arrangement", or a "synthetic equity arrangement";

(d) has acquired Ares Shares, or will acquire New Ares Shares or Enyo Spinout Shares, on the exercise of an employee stock option;

(e) holds one or more Ares Options, in respect of those Ares Options; or

(f) is a person or partnership an interest in which is a "tax shelter investment".

Each such Holder should consult the Holder's own tax advisers with respect to the consequences of the Arrangement.

This summary is based on the current provisions of the Tax Act, the regulations thereunder and counsel's understanding of the current published administrative practices and policies of the CRA. This summary takes into account all specific proposals to amend the Tax Act and Regulations (the "**Proposed Amendments**") announced by the Minister of Finance (Canada) prior to the date. It is assumed that the Proposed Amendments will be enacted as currently proposed and that there will be no other change in law or administrative or assessing practice, whether by legislative, governmental, or judicial action or decision, although no assurance can be given in these respects. This summary does not take into account provincial, territorial or foreign income tax considerations, which may differ materially from the Canadian federal income tax considerations discussed below.

Additional considerations, not discussed in this summary, may be applicable to a Holder that is a corporation resident in Canada, and is, or becomes, or does not deal at arm's length for purposes of the Tax Act with a corporation resident in Canada that is or becomes, as part of a transaction or event or series of transactions or events that includes the acquisition of New Ares Shares or Enyo Spinout Shares, 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 Canadian tax advisers with respect to the consequences of the Arrangement.

This summary is of a general nature only and is not and should not be construed as legal or tax advice to any particular person. Each person who may be affected by the Arrangement should consult the person's own tax advisers with respect to the person's particular circumstances.

Holders Resident in Canada

This portion of this summary applies solely to Holders each of whom is or is deemed to be resident solely in Canada for the purposes of the Tax Act and any applicable income tax treaty or convention (each a "**Resident Holder**").

Exchange of Ares Shares for New Ares Shares and Enyo Shares

A Resident Holder who exchanges his, her or its Ares Shares for New Ares Shares and Enyo Spinout Shares pursuant to the Arrangement (the "**Share Exchange**") will be deemed to have received a taxable dividend equal to the amount, if any, by which the fair market value of the Enyo Spinout Shares distributed to the Resident Holder pursuant to the Share Exchange at the time of the Share Exchange exceeds the "paid-up capital" ("**PUC**") of the Resident Holder's Ares Shares determined at that time. Any such taxable dividend will be taxable as described below under "*Certain Canadian Federal Income Tax Considerations - Holders Resident in Canada - Taxation of Dividends*". Ares expects that the fair market value of all Enyo Spinout Shares distributed to Ares Shareholders pursuant the Share Exchange under the Arrangement will not exceed the PUC of the Ares Shares. Accordingly, Ares does not expect that any Resident Holder will be deemed to receive a taxable dividend on the Share Exchange.

A Resident Holder who exchanges his, her or its Ares Shares for New Ares Shares and Enyo Spinout Shares on the Share Exchange will realize a capital gain equal to the amount, if any, by which the fair market value of those Enyo Spinout Shares at the time of the Share Exchange, less the amount of any taxable dividend deemed to be received by the Resident Holder as described in the preceding paragraph, exceeds the "adjusted cost base" ("**ACB**") of the Resident Holder's Ares Shares determined immediately before the Share Exchange. Any capital gain so realized will be taxable as described below under "*Certain Canadian Federal Income Tax Considerations - Holders Resident in Canada - Taxation of Capital Gains and Losses*".

The Resident Holder will acquire the Enyo Spinout Shares received on the Share Exchange at a cost equal to their fair market value at that time, and the New Ares Shares received on the Share Exchange at a cost equal to the amount, if any, by which the ACB of the Resident Holder's Ares Shares immediately before the Share Exchange exceeds the fair market value of the Enyo Spinout Shares at the time of the Share Exchange.

Disposition of New Ares Shares or Enyo Spinout Shares after the Arrangement

A Resident Holder who disposes or is deemed to dispose of a New Ares Share or Enyo Spinout Share generally will realize a capital gain (or capital loss) equal to the amount, if any, by which the proceeds of disposition therefor are greater (or less) than the ACB of the share to the Resident Holder, less reasonable costs of disposition. Any such capital gain or capital loss will be taxable or deductible as described below under "*Certain Canadian Federal Income Tax Considerations - Holders Resident in Canada – Taxation of Capital Gains and Capital Losses*".

Taxation of Dividends

A Resident Holder who is an individual (other than certain trusts) and receives or is deemed to receive a taxable dividend in a taxation year on the Resident Holder's Ares Shares, New Ares Shares, or Enyo Spinout Shares will be required to include the amount of the dividend in income for the year, subject to the dividend gross-up and tax credit rules applicable to taxable dividends received by a Canadian resident individual from a "taxable Canadian corporation", including the enhanced dividend gross-up and tax credit applicable to the extent that Ares or Enyo, as the case may be, designates the taxable dividend to be an "eligible dividend" in accordance with the Tax Act.

A Resident Holder that is a corporation and receives or is deemed to receive a taxable dividend in a taxation year on its Ares Shares, New Ares Shares, or Enyo Spinout Shares must include the amount in its income for the year, but generally will be entitled to deduct an equivalent amount from its taxable income. A Resident Holder that is a "private corporation" or a "subject corporation" may be liable under Part IV of the Tax Act to pay a tax of 38 1/3% (refundable in certain circumstances) on any such dividends to the extent that the dividend is deductible in computing the corporation's taxable income.

Taxation of Capital Gains and Capital Losses

A Resident Holder who realizes a capital gain or capital loss in a taxation year on the actual or deemed disposition of an Ares Share, New Ares Share or Enyo Spinout Share generally will be required to include one half of any such capital gain (a "**taxable capital gain**") in income for the year, and entitled to deduct one half of any such capital loss (an "**allowable capital loss**") against taxable capital gains realized in the year and, to the extent not so deductible, in any of the three preceding taxation years or any subsequent taxation year, to the extent and in the circumstances specified in the Tax Act.

The amount of any capital loss realized by a Resident Holder that is a corporation on the actual or deemed disposition of an Ares Share, New Ares Share or Enyo Spinout Share may be reduced by the amount of dividends received or deemed to have been received by it on the share (or on a share substituted therefor) to the extent and in the circumstances described in the Tax Act. Similar rules may apply where the corporation is a member or beneficiary of a partnership or trust that held the share, or where a partnership or trust of which the corporation is a member or beneficiary is itself a member of a partnership or a beneficiary of a trust that held the share.

A Resident Holder that is a "Canadian-controlled private corporation" throughout the relevant taxation year may be liable to pay an additional tax of 10 2/3% (refundable in certain circumstances) on its "aggregate investment income", which includes taxable capital gains, for the year.

Alternative Minimum Tax on Individuals

A Resident Holder who is an individual (including certain trusts) and receives a taxable dividend on, or realizes a capital gain on the disposition of, an Ares Share, New Ares Share or Enyo Spinout Share may thereby be liable for alternative minimum tax to the extent and within the circumstances set out in the Tax Act.

Dissenting Ares Shareholders

A Dissenting Ares Shareholder to whom Ares consequently pays the fair value of his, her or its Ares Shares will be deemed to receive a taxable dividend in the taxation year of payment equal to the amount, if any, by which the payment (excluding interest) exceeds the PUC of the Dissenting Ares Shareholder's Ares Shares determined immediately before the Arrangement. Any such taxable dividend will be taxable as described above under "*Canadian Federal Income Tax Considerations – Holders Resident in Canada – Taxation of Dividends*". The Dissenting Ares Shareholder will also realize a capital gain (or capital loss) equal to the amount, if any, by which the payment (excluding interest), less any such deemed taxable dividend, exceeds (is exceeded by) the ACB of the Dissenting Ares Shareholder's Ares Shares determined immediately before the Arrangement. Any such capital gain or loss will generally be taxable or deductible as described above under "*Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Taxation of Capital Gains and Capital Losses*".

The Dissenting Ares Shareholder will be required to include any portion of the payment that is on account of interest in income in the year the interest is received or becomes receivable, depending on the method regularly followed by the Dissenting Ares Shareholder in computing income. **Resident Holders who are contemplating exercising their Dissent Rights should consult their own tax advisers.**

Eligibility for Investment – New Ares Shares and Enyo Spinout Shares

A New Ares Share will be a "qualified investment" for a trust governed by an RRSP, RRIF, deferred profit sharing plan, RESP, RDSP or TFSA (collectively, "**Registered Plans**") at any time at which the New Ares Shares are listed on a "designated stock exchange", or Ares is a "public corporation".

A Enyo Spinout Share will be a qualified investment for a Registered Plan at any time at which the Enyo Spinout Shares are listed on a designated stock exchange, or Enyo is a public corporation. If the Enyo Spinout Shares are not listed on a designated stock exchange at the time they are distributed pursuant to the Arrangement, but become so listed before Enyo's "filing-due date" for its first taxation year and Enyo makes the appropriate election in its tax return for that year, Enyo will be deemed to be a public corporation from the beginning of the year and the Enyo Spinout Shares consequently will be considered to be qualified investments for Registered Plans from their date of issue. Enyo intends that the Enyo Spinout Shares will be listed on a designated exchange before the filing-due date for its first taxation year, and that Enyo will make the appropriate election in its tax return for that year.

Notwithstanding the foregoing, the "controlling individual" of an RRSP, RRIF, RDSP, RESP or TFSA will be subject to a penalty tax in respect of a New Ares Share or an Enyo Spinout Share held in the RRSP, RRIF, RDSP, RESP or TFSA, as applicable, if the share is a "prohibited investment" under the Tax Act. A New Ares Share or an Enyo Spinout Share generally will not be a prohibited investment for an RRSP, RRIF, RDSP, RESP or TFSA, as applicable, provided that (i) the controlling individual of the account does not have a "significant interest" in Ares or Enyo, as applicable, and (ii) Ares or Enyo, as applicable, deals at arm's length with the controlling individual for the purposes of the Tax Act. **Ares Shareholders should consult their own tax advisers to ensure that the New Ares Shares and Enyo Spinout Shares would not be a prohibited investment for a trust governed by a RRSP, RRIF, RDSP, RESP or TFSA in their particular circumstances.**

Holders Not Resident in Canada

This portion of this summary applies solely to Holders each of whom at all material times for the purposes of the Tax Act (i) has not been and is not resident or deemed to be resident in Canada for purposes of the Tax Act, and (ii) does not and will not use or hold Ares Shares, New Ares Shares, or Enyo Spinout Shares in connection with carrying on a business in Canada (each a "**Non-resident Holder**").

Special rules, which are not discussed in this summary, may apply to a Non-resident Holder that is an insurer carrying on business in Canada and elsewhere, or an "authorized foreign bank". Such Non-resident Holders should consult their own tax advisers with respect to the Arrangement.

Exchange of Ares Shares for New Ares Shares and Enyo Spinout Shares

The discussion of the tax consequences of the Share Exchange for Resident Holders under the heading "*Certain Canadian Federal Income Tax Considerations - Holders Resident in Canada - Exchange of Ares Shares for New Ares Shares and Enyo Spinout Shares*" generally will also apply to Non-resident Holders in respect of the Share Exchange. The general taxation rules applicable to Non- resident Holders in respect of a deemed taxable dividend or capital gain arising on the Share Exchange are discussed below under the headings "*Certain Canadian Federal Income Tax Considerations - Holders Not Resident in Canada – Taxation of Dividends*" and "*Certain Canadian Federal Income Tax Considerations - Holders Not Resident in Canada – Taxation of Capital Gains and Capital Losses*" respectively.

Taxation of Dividends

A Non-resident Holder to whom Ares or Enyo pays or credits (or is deemed to pay or credit) an amount as a dividend in respect of the Non-resident Holder's Ares Shares, New Ares Shares, or Enyo Spinout Shares will be subject to Canadian withholding tax equal to 25% of the gross amount of the dividend, or such lower rate as may be available under an applicable income tax convention, if any. The rate of withholding tax under *The Canada- US Income Tax Convention* (1980) (the "**Treaty**") applicable to a Non-resident Holder who is entitled to all of the benefits under the Treaty, and who holds less than 10% of the voting stock of Enyo or Ares (as applicable), will be 15%. The payor of the dividend will be required to withhold the Canadian withholding tax from the dividend and remit the withheld amount to the CRA for the Non-resident Holder's account.

Taxation of Capital Gains and Capital Losses

A Non-resident Holder will not be subject to Canadian federal income tax in respect of any capital gain arising on an actual or deemed disposition of an Ares Share, New Ares Share or Enyo Spinout Share unless at the time of disposition the share is "taxable Canadian property", and is not "treaty-protected property".

Generally, an Ares Share, New Ares Share, or Enyo Spinout Share, as applicable, of the Non-resident Holder will not be taxable Canadian property of the Non-resident Holder at any time at which the share is listed on a designated stock exchange (which includes the CSE) unless, at any time during the 60 months immediately preceding the disposition of the share,

(a) the Non-resident Holder, one or more persons with whom the Non-resident Holder does not deal at arm's length, partnerships in which the Non-resident Holder or persons with whom the Non-resident Holder does not deal at arm's length hold a membership interest in directly or indirectly through one or more partnerships, or any combination thereof, owned 25% or more of the issued shares of any class of the capital stock of Ares or Enyo, as applicable, and

(b) the share derived more than 50% of its fair market value directly or indirectly from, or from any combination of, real property situated in Canada, "Canadian resource properties", "timber resource properties", and interest, rights or options in or in respect of any of the foregoing.

Shares may also be deemed to be taxable Canadian property under other provisions of the Tax Act.

Generally, an Ares Share, New Ares Share, or Enyo Spinout Share, as applicable, of the Non-resident Holder will be treaty-protected property of the Non-resident Holder at the time of disposition if at that time any income or gain of the Non-resident Holder from the disposition of the share would be exempt from Canadian income tax under Part I of the Tax Act because of a tax treaty between Canada and another country.

A Non-resident Holder who disposes or is deemed to dispose of an Ares Share, New Ares Share, or Enyo Spinout Share that, at the time of disposition, is taxable Canadian property and is not treaty-protected property will realize a capital gain (or capital loss) equal to the amount, if any, by which the Non-resident Holder's proceeds of disposition of the share exceeds (or is exceeded by) the Non-resident Holder's ACB in the share and reasonable costs of

disposition. The Non-resident Holder generally will be required to include one half of any such capital gain (taxable capital gain) in the Non-resident Holder's taxable income earned in Canada for the year of disposition, and be entitled to deduct one half of any such capital loss (allowable capital loss) against taxable capital gains included in the Non- resident Holder's taxable income earned in Canada for the year of disposition and, to the extent not so deductible, against such taxable capital gains realized in any of the three preceding taxation years or any subsequent taxation year, to the extent and in the circumstances set out in the Tax Act.

Dissenting Non-Resident Holders

The discussion above applicable to Resident Holders under the heading "*Holders Resident in Canada – Dissenting Ares Shareholders*" will generally also apply to a Non-resident Holder who validly exercises Dissent Rights in respect of the Arrangement. The Non-resident Holder generally will be subject to Canadian federal income tax in respect of any deemed taxable dividend or capital gain or loss arising as a consequence of the exercise of Dissent Rights as discussed above under the headings "*Holders Not Resident in Canada – Taxation of Dividends*" and "*Holders Not Resident in Canada – Taxation of Capital Gains and Capital Losses*" respectively.

CERTAIN UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following discussion summarizes certain material U.S. federal income tax consequences to a U.S. Holder (as defined below), as defined below, of the Arrangement and the ownership and disposition of New Ares Shares and Enyo Spinout Shares received in the Arrangement. This summary does not address the U.S. federal income tax consequences to holders of Ares Options or Ares Warrants regarding the Arrangement or the adjustment to such Ares Options and Ares Warrants to allow the holders thereof to acquire, upon exercise, New Ares Shares and Enyo Shares.

This summary is based on the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), Treasury regulations promulgated under the Code ("**Treasury Regulations**"), administrative pronouncements, rulings or practices, and judicial decisions, all as of the date of this Circular. Future legislative, judicial, or administrative modifications, revocations, or interpretations, which may or may not be retroactive, may result in U.S. federal income tax consequences significantly different from those discussed in this Circular. No legal opinion from U.S. legal counsel has been or will be sought or obtained regarding the U.S. federal income tax consequences of the Arrangement. In addition, this summary is not binding on the U.S. Internal Revenue Service (the "**IRS**"), and no ruling has been or will be sought or obtained from the IRS with respect to any of the U.S. federal income tax consequences discussed in this Circular. There can be no assurance that the IRS will not challenge any of the conclusions described in this Circular or that a U.S. court will not sustain such a challenge.

This summary is for general informational purposes only and does not address all possible U.S. federal tax issues that could apply with respect to the Arrangement. This summary does not take into account the facts unique to any particular U.S. Holder that could impact its U.S. federal income tax consequences with respect to the Arrangement. This discussion is not, and should not be, construed as legal or tax advice to a U.S. Holder. Except as provided below, this summary does not address tax reporting requirements. Each U.S. Holder should consult its own tax advisors regarding the U.S. federal income, the Medicare contribution tax on certain net investment income, the alternative minimum, U.S. state and local, and non-U.S. tax consequences of the Arrangement and the ownership and disposition of Ares Shares, New Ares Shares, or Enyo Spinout Shares.

This summary does not address the U.S. federal income tax consequences to U.S. Holders subject to special rules, including, but not limited to, U.S. Holders that: (i) are banks, financial institutions, or insurance companies; (ii) are regulated investment companies or real estate investment trusts; (iii) are brokers, dealers, or traders in securities or currencies; (iv) are tax-exempt organizations; (v) hold Ares Shares (or after the Arrangement, New Ares Shares or Enyo Spinout Shares) as part of hedges, straddles, constructive sales, conversion transactions, or other integrated investments; (vi) except as specifically provided below, acquire Ares Shares (or after the Arrangement, New Ares Shares or Enyo Spinout Shares) as compensation for services or through the exercise or cancellation of employee stock options or warrants; (vii) have a functional currency other than the U.S. dollar; (viii) own or have owned

directly, indirectly, or constructively 10% or more of the voting power of all outstanding shares of Ares (and after the Arrangement, Ares and Enyo); (ix) are U.S. expatriates; (x) are subject to special tax accounting rules as a result of any item of gross income with respect to Ares Shares (and after the Arrangement, New Ares Shares or Enyo Spinout Shares) being taken into account in an applicable financial statement; (xi) are subject to the alternative minimum tax; (xii) are deemed to sell Ares Shares (or after the Arrangement, New Ares Shares or Enyo Spinout Shares) under the constructive sale provisions of the Code; or (xiii) own or will own Ares Shares, New Ares Shares and/or Enyo Spinout Shares that it acquired at different times or at different market prices or that otherwise have different per share cost bases or holding periods for U.S. tax purposes. In addition, this discussion does not address U.S. federal tax laws other than those pertaining to U.S. federal income tax (such as U.S. federal estate or gift tax and the Medicare contribution tax on certain net investment income), nor does it address any aspects of U.S. state, local or non-U.S. taxes. U.S. Holders that are subject to special provisions under the Code, including U.S. Holders described immediately above, should consult their own tax advisors regarding the U.S. federal income tax consequences of the Arrangement and the ownership and disposition of New Ares Shares and Enyo Spinout Shares.

For the purposes of this summary, "**U.S. Holder**" means a beneficial owner of Ares Shares, Enyo Spinout Shares or New Ares Shares (as applicable) that is: (i) an individual who is a citizen or resident of the U.S. for U.S. federal income tax purposes; (ii) a corporation (or other entity taxable as a corporation for U.S. federal income tax purposes) created or organized under the laws of the U.S., any U.S. state, or the District of Columbia; (iii) an estate, the income of which is subject to U.S. federal income tax regardless of its source; or (iv) a trust that (a) is subject to the primary jurisdiction of a court within the U.S. and for which one or more U.S. persons have authority to control all substantial decisions or (b) has a valid election in effect under applicable Treasury Regulations to be treated as a U.S. person.

If a pass-through entity, including a partnership or other entity taxable as a partnership for U.S. federal income tax purposes, holds Ares Shares, New Ares Shares or Enyo Spinout Shares, the U.S. federal income tax treatment of an owner or partner generally will depend on the status of such owner or partner and on the activities of the pass-through entity. This summary does not address any U.S. federal income tax consequences to such owners or partners of a partnership or other entity taxable as a partnership for U.S. federal income tax purposes holding Ares Shares, New Ares Shares or Enyo Spinout Shares and such persons are urged to consult their own tax advisors.

For purposes of this summary, "non-U.S. Holder" means a beneficial owner of Ares Shares, New Ares Shares or Enyo Spinout Shares (as applicable) other than a U.S. Holder. This summary does not address the U.S. federal income tax consequences of the Arrangement to non-U.S. Holders. Accordingly, non-U.S. Holders should consult their own tax advisors regarding the U.S. federal income, other U.S. federal, U.S. state and local, and non-

U.S. tax consequences (including the potential application and operation of any income tax treaties) of the Arrangement.

This summary assumes that the Ares Shares, New Ares Shares and Enyo Spinout Shares are or will be held as capital assets (generally, property held for investment), within the meaning of the Code, in the hands of a U.S. Holder at all relevant times.

U.S. Federal Income Tax Consequences of the Arrangement

The Arrangement will be effected under applicable provisions of Canadian corporate law, which are technically different from analogous provisions of U.S. corporate law. Accordingly, the U.S. federal income tax consequences of certain aspects of the Arrangement are not certain. Nonetheless, Ares believes, and the following discussion assumes, that (a) the renaming and redesignation of the Ares Shares as Ares Class A Shares and (b) the exchange by the Ares Shareholders of the Ares Class A Shares for New Ares Shares and Enyo Spinout Shares, taken together, will properly be treated for U.S. federal income tax purposes, under the step- transaction doctrine or otherwise, as (i) a tax-deferred exchange by the Ares Shareholders of their Ares Shares for New Ares Shares, either under Section 1036 or Section 368(a)(l)(E) of the Code, combined with (ii) a distribution of the Enyo Spinout Shares to the Ares Shareholders under Section 301 of the Code. In addition, except as discussed below, a U.S. Holder should have the

same basis and holding period in his, her or its New Ares Shares as such U.S. Holder had in its Ares Shares immediately prior to the Arrangement.

There can be no assurance that the IRS will not challenge the U.S. federal income tax treatment of the Arrangement or that, if challenged, a U.S. court would not agree with the IRS. Each U.S. Holder should consult its own tax advisors regarding the proper treatment of the Arrangement for U.S. federal income tax purposes.

Reporting Requirements for Significant Holders

Assuming that the Arrangement qualifies as a reorganization within the meaning of Section 368(a)(1)(E) of the Code, U.S. Holders that are "significant holders" within the meaning of Treasury Regulations Section l.368-3(c) are required to report certain information to the IRS on their U.S. federal income tax returns for the taxable year in which the Arrangement occurs and all such U.S. Holders must retain certain records related to the Arrangement. Each U.S. Holder should consult its own tax advisors regarding its information reporting and record retention responsibilities in connection with the Arrangement.

Receipt of Enyo Spinout Shares pursuant to the Arrangement

Subject to the "passive foreign investment company" ("**PFIC**") rules discussed below under *"Potential Application of the PFIC Rules"*, a U.S. Holder that receives Enyo Spinout Shares pursuant to the Arrangement will be treated as receiving a distribution of property in an amount equal to the fair market value of the Enyo Spinout Shares received on the distribution date (without reduction for any Canadian income or other tax withheld from such distribution). Such distribution would be taxable to the U.S. Holder as a dividend to the extent of Ares's current and accumulated earnings and profits as determined under U.S. federal income tax principles. To the extent the fair market value of the Enyo Spinout Shares distributed exceeds Ares's adjusted tax basis in such shares (as calculated for U.S. federal income tax purposes), the Arrangement can be expected to generate additional earnings and profits for Ares in an amount equal to the extent the fair market value of the Enyo Spinout Shares distributed by Ares exceeds Ares's adjusted tax basis in those shares for U.S. income tax purposes. Any such dividend generally will not be eligible for the "dividends received deduction" in the case of U.S. Holders that are corporations. To the extent that the fair market value of the Enyo Spinout Shares exceeds the current and accumulated earnings and profits of Ares, the distribution of the Enyo Spinout Shares pursuant to the Arrangement will be treated first as a non-taxable return of capital to the extent of a U.S. Holder's tax basis in the Ares Shares, with any remaining amount being taxed as a capital gain. Preferential tax rates apply to long-term capital gains of a U.S. Holder that is an individual, estate, or trust. There are currently no preferential tax rates for long-term capital gains of a U.S. Holder that is a corporation.

A dividend paid by Ares to a U.S. Holder who is an individual, estate or trust generally will be taxed at the preferential tax rates applicable to long-term capital gains if Ares is a '"qualified foreign corporation" ("**QFC**") and certain holding period and other requirements for the Ares Shares are met. Ares generally will be a QFC as defined under Section 1(h)(11) of the Code if Ares is eligible for the benefits of the Treaty or its shares are readily tradable on an established securities market in the U.S. However, even if Ares satisfies one or more of these requirements, Ares will not be treated as a QFC if Ares is a PFIC (as defined below) for the tax year during which it pays a dividend or for the preceding tax year. See the section below under the heading *"Potential Application of the PFIC Rules."*

If a U.S. Holder is not eligible for the preferential tax rates discussed above, a dividend paid by Ares to a U.S. Holder generally will be taxed at ordinary income tax rates (rather than the preferential tax rates applicable to long- term capital gains). The dividend rules are complex, and each U.S. Holder should consult its own tax advisors regarding the application of such rules.

Dissenting U.S. Holders

Subject to the PFIC rules discussed below under *"Potential Application of the PFIC Rules",* a U.S. Holder that exercises Dissent Rights in connection with the Arrangement (a "**Dissenting U.S. Holder**") and receives cash for such U.S. Holder's Ares Shares generally will recognize gain or loss in an amount equal to the difference, if any, between (a)

the amount of cash received by such U.S. Holder in exchange for the Ares Shares (other than amounts, if any, that are or are deemed to be interest for U.S. federal income tax purposes, which amounts will be taxed as ordinary income) and (b) the adjusted tax basis of such U.S. Holder in the Ares Shares surrendered, provided such U.S. Holder does not actually or constructively own any New Ares Shares after the Arrangement. Such gain or loss generally will be capital gain or loss, which will be long-term capital gain or loss if the Ares Shares are held for more than one year. Preferential tax rates apply to long-term capital gains of a U.S. Holder that is an individual, estate, or trust. There are currently no preferential tax rates for long-term capital gains of a U.S. Holder that is a corporation. Deductions for capital losses are subject to complex limitations under the Code.

If a U.S. Holder that exercises Dissent Rights in connection with the Arrangement and receives cash for such U.S. Holder's Ares Shares actually or constructively owns New Ares Shares after the Arrangement, all or a portion of the cash received by such U.S. Holder may be taxable as a distribution under the same rules as discussed under *"Receipt of Enyo Spinout Shares pursuant to the Arrangement"* above.

Potential Application of the PFIC Rules

The tax considerations of the Arrangement to a particular U.S. Holder will depend on whether Ares was a PFIC during any year in which a U.S. Holder owned Ares Shares. In general, a foreign corporation is a PFIC for any taxable year in which either (i) 75% or more of the foreign corporation's gross income is passive income, or (ii) 50% or more of the average quarterly value of the foreign corporation's assets produced are held for the production of passive income. Passive income includes, for example, dividends, interest, certain rents and royalties, certain gains from the sale of stock and securities, and certain gains from commodities transactions. Passive income does not include gains from the sale of commodities that arise in the active conduct of a commodities business by a non-U.S. corporation, provided that certain other requirements are satisfied. In determining whether or not it is classified as a PFIC, a foreign corporation is required to take into account its pro rata portion of the income and assets of each corporation in which it owns, directly or indirectly, at least a 25% interest by value.

The determination of PFIC status is inherently factual and generally cannot be determined until the close of the taxable year in question. Additionally, the analysis depends, in part, on the application of complex U.S. federal income tax rules, which are subject to differing interpretations. U.S. Holders are urged to consult their own U.S. tax advisors regarding the application of the PFIC rules to the Arrangement. Certain subsidiaries and other entities in which a PFIC has a direct or indirect interest could also be PFICs with respect to a U.S. person owning an interest in the first- mentioned PFIC. Ares has not made a determination regarding its PFIC status for any taxable year, including the current taxable year. Although there can be no assurance as to whether Ares will or will not be treated as a PFIC during the current taxable year or any prior or future taxable year, and no legal opinion of counsel or ruling from the IRS concerning the status of Ares as a PFIC has been obtained or is currently planned to or will be requested, U.S. Holders should be aware that Ares may be treated as a PFIC for U.S. federal income tax purposes for its prior, current and future taxable years. U.S. Holders should consult their own tax advisors regarding the PFIC status of Ares.

If Ares is a PFIC or was a PFIC at any time during a U.S. Holder's holding period for his, her or its Ares Shares, the effect of the PFIC rules on a U.S. Holder receiving Enyo Spinout Shares pursuant to the Arrangement will depend on whether such U.S. Holder has made a timely and effective election to treat Ares as a qualified electing fund (a "**QEF**") under Section 1295 of the Code (a "**QEF Election**") or has made a mark-to-market election with respect to its Ares Shares under Section 1296 of the Code (a "**Mark-to-Market Election**"). In this summary, a U.S. Holder that has made a timely QEF Election or Mark-to-Market Election with respect to its Ares Shares is referred to as an "**Electing Ares Shareholder**" and a U.S. Holder that has not made a timely QEF Election or a Mark-to-Market Election with respect to its Ares Shares is referred to as a "**Non-Electing Ares Shareholder**". For a description of the QEF Election and Mark-to-Market Election, U.S. Holders should consult the discussion below under *"U.S. Federal Income Tax Consequences Related to the Ownership and Disposition of Enyo Spinout Shares and New Ares Shares – Passive Foreign Investment Company Rules – QEF Election"* and "*– Mark-to-Market Election".*

An Electing Ares Shareholder generally would not be subject to the default rules of Section 1291 of the Code discussed below upon the receipt of the Enyo Spinout Shares pursuant to the Arrangement. Instead, the Electing

Ares Shareholder generally would be subject to the rules described below under *"U.S. Federal Income Tax Consequences Related to the Ownership and Disposition of Enyo Spinout Shares and New Ares Shares – Passive Foreign Investment Company Rules – QEF Election"* and *"– Mark-to-Market Election".*

With respect to a Non-Electing Ares Shareholder, if Ares is a PFIC or was a PFIC at any time during a U.S. Holder's holding period for his, her or its Ares Shares, the default rules under Section 1291 of the Code will apply to gain recognized on any disposition of Ares Shares and to "excess distributions" from Ares (generally, distributions received in the current taxable year that are in excess of 125% of the average distributions received during the three preceding years (or during the U.S. Holder's holding period for the Ares Shares, if shorter)). Under Section 1291 of the Code, any such gain recognized on the sale or other disposition of Ares Shares and any excess distribution must be ratably allocated to each day in a Non-Electing Ares Shareholder's holding period for the Ares Shares. The amount of any such gain or excess distribution allocated to the tax year of disposition or receipt of the excess distribution and to years before Ares became a PFIC, if any, would be taxed as ordinary income. The amounts allocated to any other tax year would be subject to U.S. federal income tax at the highest tax rate applicable to ordinary income in each such prior year without regard to the Non-Electing Ares Shareholder's U.S. federal income tax net operating losses or other attributes and an interest charge would be imposed on the tax liability for each such year, calculated as if such tax liability had been due in each such prior year. Such Non-Electing Ares Shareholders that are not corporations must treat any such interest paid as "personal interest," which is not deductible.

If the distribution of the Enyo Spinout Shares pursuant to the Arrangement constitutes an "excess distribution" or results in the recognition of capital gain as described above under *"Receipt of Enyo Spinout Shares pursuant to the Arrangement"* with respect to a Non-Electing Ares Shareholder, such Non-Electing Ares Shareholder will be subject to the rules of Section 1291 of the Code discussed above upon the receipt of the Enyo Spinout Shares. In addition, the distribution of the Enyo Spinout Shares pursuant to the Arrangement may be treated, under proposed Treasury Regulations, as the "indirect disposition" by a Non-Electing Ares Shareholder of such Non-Electing Ares Shareholder's indirect interest in Enyo, which generally would be subject to the rules of Section 1291 of the Code discussed above.

U.S. Federal Income Tax Consequences Related to the Ownership and Disposition of Enyo Spinout Shares and New Ares Shares

If the Arrangement is approved by Ares Shareholders, each Ares Shareholder will ultimately receive 0.1 of an Enyo Spinout Share and one New Ares Share for each Ares Share held by such Ares Shareholder. If the Arrangement is not approved by the Ares Shareholders, each Ares Shareholder shall retain his, her or its Ares Shares. The U.S. federal income tax consequences to a U.S. Holder related to the ownership and disposition of Enyo Spinout Shares or New Ares Shares, as the case may be, will generally be the same and are described below.

In General

The following discussion is subject to the rules described below under the heading *"Passive Foreign Investment Company Rules."*

Distributions

A U.S. Holder that receives a distribution, including a constructive distribution, with respect to an Enyo Spinout Share or New Ares Share will be required to include the amount of such distribution in gross income as a dividend (without reduction for any Canadian income tax withheld from such distribution) to the extent of the current or accumulated "earnings and profits" of the distributing company, as computed for U.S. federal income tax purposes. A dividend generally will be taxed to a U.S. Holder at ordinary income tax rates if the distributing company is a PFIC. To the extent that a distribution exceeds the current and accumulated "earnings and profits" of the distributing company, such distribution will be treated first as a tax-free return of capital to the extent of a U.S. Holder's tax basis in the shares of the distributing company and thereafter as gain from the sale or exchange of such shares. See the discussion below under the heading *"Sale or Other Taxable Disposition of Shares."* However, the distributing company may not maintain the calculations of earnings and profits in accordance with U.S. federal income tax

principles, and each U.S. Holder should therefore assume that any distribution with respect to the Enyo Spinout Shares or New Ares Shares will constitute ordinary dividend income. Dividends received on Enyo Spinout Shares or New Ares Shares generally will not be eligible for the "dividends received deduction." In addition, distributions from Enyo or Ares (either on New Ares Shares or Enyo Spinout Shares) will not constitute qualified dividend income eligible for the preferential tax rates applicable to long-term capital gains if the distributing company were a PFIC either in the year of the distribution or in the immediately preceding year, or if the distributing company is not eligible for the benefits of the Treaty and its shares are not readily tradable on an established securities market in the U.S. The dividend rules are complex, and each U.S. Holder should consult its own tax adviser regarding the application of such rules.

Sale or Other Taxable Disposition of Shares

Upon the sale or other taxable disposition of Enyo Spinout Shares or New Ares Shares, a U.S. Holder generally will recognize capital gain or loss in an amount equal to the difference between the U.S. dollar value of cash received plus the fair market value of any property received and such U.S. Holder's adjusted tax basis in such shares sold or otherwise disposed of. A U.S. Holder's tax basis in Enyo Spinout Shares or New Ares Shares generally will be such holder's U.S. dollar cost for such shares. Gain or loss recognized on such sale or other disposition generally will be long-term capital gain or loss if, at the time of the sale or other disposition, the shares have been held for more than one year.

Preferential tax rates apply to long-term capital gain of a U.S. Holder that is an individual, estate, or trust. There are currently no preferential tax rates for long-term capital gain of a U.S. Holder that is a corporation. Deductions for capital losses are subject to significant limitations under the Code.

Passive Foreign Investment Company Rules

If Enyo or Ares were to constitute a PFIC under the meaning of Section 1297 of the Code (as described above under *"US Federal Income Tax Consequences of the Arrangement - Receipt of Enyo Spinout Shares pursuant to the Arrangement")* for any year during a U.S. Holder's holding period, then certain potentially adverse rules will affect the U.S. federal income tax consequences to such U.S. Holder resulting from the acquisition, ownership and disposition of Enyo Spinout Shares or New Ares Shares, as applicable. Ares has not made a determination regarding its PFIC status for any taxable year, including the current taxable year. Ares has also not made a determination regarding whether Enyo should be a PFIC for its initial tax year or whether it may be a PFIC in future tax years. The determination of whether any corporation was, or will be, a PFIC for a tax year depends, in part, on the application of complex U.S. federal income tax rules, which are subject to differing interpretations. In addition, whether any corporation will be a PFIC for any tax year depends on the assets and income of such corporation over the course of each such tax year and, as a result, cannot be predicted with certainty as of the date of this Circular. Accordingly, there can be no assurance that the IRS will not challenge whether Ares (or a Subsidiary PFIC as defined below) was a PFIC in a prior year or whether Enyo or Ares is a PFIC in the current or future years. Each U.S. Holder should consult its own tax advisors regarding the PFIC status of Enyo, Ares and any of their Subsidiary PFICs. Neither Enyo nor Ares currently intend to provide information to its shareholders concerning whether it is a PFIC for the current or future tax years.

Each U.S. Holder generally must file an IRS Form 8621 reporting distributions received and gain realized with respect to each PFIC in which the U.S. Holder holds a direct or indirect interest. In addition, subject to certain rules intended to avoid duplicative filings, U.S. Holders generally must file an annual information return on IRS Form 8621 with respect to each PFIC in which the U.S. Holder holds a direct or indirect interest. Each U.S. Holder should consult its own tax advisors regarding these and any other applicable information or other reporting requirements.

Under certain attribution rules, if either Enyo of Ares is a PFIC, U.S. Holders will generally be deemed to own their proportionate share of its direct or indirect equity interest in any subsidiary that is also a PFIC (a "**Subsidiary PFIC**"), and will be subject to U.S. federal income tax on any indirect gain realized on the stock of a Subsidiary PFIC on the sale of the Enyo Spinout Shares or New Ares Shares, as applicable, and their proportionate share of (a) any excess

distributions on the stock of a Subsidiary PFIC and (b) a disposition or deemed disposition of the stock of a Subsidiary PFIC by Enyo or Ares or another Subsidiary PFIC, both as if such U.S. Holders directly held the shares of such Subsidiary PFIC. Accordingly, U.S. Holders should be aware that they could be subject to tax even if no distributions are received and no redemptions or other dispositions of Enyo Spinout Shares or New Ares Shares are made.

Default PFIC Rules Under Section 1291 of the Code

If either Enyo or Ares is a PFIC for any tax year during which a U.S. Holder owns Enyo Spinout Shares or New Ares Shares, as applicable, the U.S. federal income tax consequences to such U.S. Holder of the acquisition, ownership, and disposition of such shares will depend on whether and when such U.S. Holder makes a QEF Election to treat Enyo or Ares, as applicable, and each Subsidiary PFIC, if any, as a QEF under Section 1295 of the Code or makes a Mark-to-Market Election under Section 1296 of the Code. A U.S. Holder that does not make either a timely QEF Election or a Mark-to-Market Election with respect to its Enyo Spinout Shares or New Ares Shares, as applicable, will be referred to in this summary as a "**Non-Electing Shareholder**".

A Non-Electing Shareholder will be subject to the rules of Section 1291 of the Code (described below) with respect to (a) any gain recognized on the sale or other taxable disposition of Enyo Spinout Shares or New Ares Shares, as applicable, and (b) any excess distribution received on the Enyo Spinout Shares or New Ares Shares, as applicable. A distribution generally will be an "excess distribution" to the extent that such distribution (together with all other distributions received in the current tax year) exceeds 125% of the average distributions received during the three preceding tax years (or during a U.S. Holder's holding period for the applicable shares, if shorter).

Under Section 1291 of the Code, any gain recognized on the sale or other taxable disposition of Enyo Spinout Shares or New Ares Shares, as applicable, (including an indirect disposition of the stock of any Subsidiary PFIC), and any "excess distribution" received on such shares, must be ratably allocated to each day in a Non-Electing Shareholder's holding period for the respective shares. The amount of any such gain or excess distribution allocated to the tax year of disposition or distribution of the excess distribution and to years before the entity became a PFIC, if any, would be taxed as ordinary income. The amounts allocated to any other tax year would be subject to U.S. federal income tax at the highest tax rate applicable to ordinary income in each such year without regard to the shareholder's net operating losses or other U.S. federal income tax attributes, and an interest charge would be imposed on the tax liability for each such year, calculated as if such tax liability had been due in each such year. A Non-Electing Shareholder that is not a corporation must treat any such interest paid as "personal interest," which is not deductible.

If either Enyo or Ares is a PFIC for any tax year during which a Non-Electing Shareholder holds Enyo Spinout Shares or New Ares Shares, as applicable, the applicable company will continue to be treated as a PFIC with respect to such Non-Electing Shareholder, regardless of whether that company ceases to be a PFIC in one or more subsequent tax years. A Non-Electing Shareholder may terminate this deemed PFIC status by electing to recognize gain (which will be taxed under the rules of Section 1291 of the Code discussed above), but not loss, as if such shares were sold on the last day of the last tax year for which the applicable company was a PFIC.

QEF Election

A U.S. Holder that makes a timely and effective QEF Election for the first tax year in which its holding period of its Enyo Spinout Shares or New Ares Shares, as applicable, begins generally will not be subject to the rules of Section 1291 of the Code discussed above with respect to those shares. A U.S. Holder that makes a timely and effective QEF Election will be subject to U.S. federal income tax on such U.S. Holder's pro rata share of (a) the net capital gain of Enyo or Ares, as applicable, which will be taxed as long-term capital gain to such U.S. Holder, and (b) the ordinary earnings of Enyo or Ares, as applicable, which will be taxed as ordinary income to such U.S. Holder. Generally, "net capital gain" is the excess of (a) net long-term capital gain over (b) net short- term capital loss, and "ordinary earnings" are the excess of (a) "earnings and profits" over (b) net capital gain. A U.S. Holder that makes a QEF Election will be subject to U.S. federal income tax on such amounts for each tax year in which Enyo or Ares, as applicable, is a PFIC, regardless of whether such amounts are actually distributed to such U.S. Holder. However, for any tax year

in which Enyo or Ares, as applicable, is a PFIC and has no net income or gain as determined for U.S. income tax purposes, U.S. Holders that have made a QEF Election would not have any income inclusions as a result of the QEF Election. If a U.S. Holder that made a QEF Election has an income inclusion, such a U.S. Holder may, subject to certain limitations, elect to defer payment of current U.S. federal income tax on such amounts, subject to an interest charge. If such U.S. Holder is not a corporation, any such interest paid will be treated as "personal interest," which is not deductible.

A U.S. Holder that makes a timely and effective QEF Election with respect to Enyo or Ares, as applicable, generally (a) may receive a tax-free distribution from the applicable company to the extent that such distribution represents "earnings and profits" of the distributing company that were previously included in income by the U.S. Holder because of such QEF Election and (b) will adjust such U.S. Holder's tax basis in the shares of the applicable company to reflect the amount included in income or allowed as a tax-free distribution because of such QEF Election. In addition, a U.S. Holder that makes a QEF Election generally will recognize capital gain or loss on the sale or other taxable disposition of Enyo Spinout Shares or New Ares Shares, as applicable.

The procedure for making a QEF Election, and the U.S. federal income tax consequences of making a QEF Election, will depend on whether such QEF Election is timely. A QEF Election will be treated as "timely" if such QEF Election is made for the first year in the U.S. Holder's holding period for the Enyo Shares or New Ares Shares in which Enyo or Ares, as applicable, was a PFIC. A U.S. Holder may make a timely QEF Election by filing the appropriate QEF Election documents at the time such U.S. Holder files a U.S. federal income tax return for such year. If a U.S. Holder does not make a timely and effective QEF Election for the first year in the U.S. Holder's holding period for the Enyo Shares or New Ares Shares, the U.S. Holder may still be able to make a timely and effective QEF Election in a subsequent year if such U.S. Holder meets certain requirements and makes a "purging" election to recognize gain (which will be taxed under the rules of Section 1291 of the Code discussed above) as if such shares were sold for their fair market value on the day the QEF Election is effective. If a U.S. Holder owns PFIC stock indirectly through another PFIC, separate QEF Elections must be made for the PFIC in which the U.S. Holder is a direct shareholder and the Subsidiary PFIC in order for the QEF rules to apply to both PFICs.

A QEF Election will apply to the tax year for which such QEF Election is timely made and to all subsequent tax years, unless such QEF Election is invalidated or terminated or the IRS consents to revocation of such QEF Election. If a U.S. Holder makes a QEF Election and, in a subsequent tax year, Enyo or Ares ceases to be a PFIC, the QEF Election will remain in effect (although it will not be applicable) during those tax years in which Enyo or Ares, as applicable, is not a PFIC. Accordingly, if Enyo or Ares becomes a PFIC in another subsequent tax year, the QEF Election will be effective and the U.S. Holder will be subject to the QEF rules described above during any subsequent tax year in which Enyo or Ares, as applicable, qualifies as a PFIC.

U.S. Holders should be aware that there can be no assurances that Enyo or Ares will satisfy the record keeping requirements that apply to a QEF for the current or future years, or that Enyo or Ares will supply U.S. Holders with information that such U.S. Holders require to report under the QEF rules, in the event that Enyo or Ares is a PFIC. Neither Enyo nor Ares commits to provide information to its shareholders that would be necessary to make a QEF Election with respect to Enyo or Ares for any year in which it is a PFIC. Thus, U.S. Holders may not be able to make a QEF Election with respect to their Enyo Spinout Shares or New Ares Shares (or with respect to any Subsidiary PFIC). Each U.S. Holder should consult its own tax advisors regarding the availability of, and procedure for making, a QEF Election.

A U.S. Holder makes a QEF Election by attaching a completed IRS Form 8621, including a PFIC Annual Information Statement, to a timely filed United States federal income tax return. However, if Enyo or Ares does not provide the required information with regard to Enyo, Ares or any of their Subsidiary PFICs, U.S. Holders will not be able to make a QEF Election for such entity and will continue to be subject to the rules discussed above that apply to Non-Electing Shareholders with respect to the taxation of gains and excess distributions.

Mark-to-Market Election

A U.S. Holder may make a Mark-to-Market Election only if the Enyo Spinout Shares or New Ares Shares, as applicable, are marketable stock. These shares generally will be "marketable stock" if they are regularly traded on: (i) a national securities exchange that is registered with the Securities and Exchange Commission; (ii) the national market system established pursuant to section 11A of the Securities and Exchange Act of 1934; or (iii) a foreign securities exchange that is regulated or supervised by a governmental authority of the country in which the market is located, provided that: (i) such foreign exchange has trading volume, listing, financial disclosure, and surveillance requirements, and meets other requirements and the laws of the country in which such foreign exchange is located, and together with the rules of such foreign exchange, ensure that such requirements are actually enforced; and (ii) the rules of such foreign exchange effectively promote active trading of listed stocks. If such stock is traded on such a qualified exchange or other market, such stock generally will be "regularly traded" for any calendar year during which such stock is traded, other than in de minimis quantities, on at least 15 days during each calendar quarter. There is no assurance that the Enyo Spinout Shares or New Ares Shares will be marketable stock for this purpose.

A U.S. Holder that makes a Mark-to-Market Election with respect to its Enyo Spinout Shares or New Ares Shares generally will not be subject to the rules of Section 1291 of the Code discussed above with respect to such shares. However, if a U.S. Holder does not make a Mark-to-Market Election beginning in the first tax year of such U.S. Holder's holding period for such shares or such U.S. Holder has not made a timely QEF Election, the rules of Section 1291 of the Code discussed above will apply to certain dispositions of, and distributions on, those shares.

A U.S. Holder that makes a Mark-to-Market Election with respect to Enyo Spinout Shares or New Ares Shares will include in ordinary income, for each tax year in which Enyo or Ares, as applicable, is a PFIC, an amount equal to the excess, if any, of (a) the fair market value of the applicable shares, as of the close of such tax year over (b) such U.S. Holder's tax basis in such shares. A U.S. Holder that makes a Mark-to-Market Election will be allowed a deduction in an amount equal to the excess, if any, of (a) such U.S. Holder's adjusted tax basis in the applicable shares, over (b) the fair market value of such shares (but only to the extent of the net amount of previously included income as a result of the Mark-to-Market Election for prior tax years).

A U.S. Holder that makes a Mark-to-Market Election with respect to Enyo Spinout Shares or New Ares Shares generally also will adjust such U.S. Holder's tax basis in the applicable shares to reflect the amount included in gross income or allowed as a deduction because of such Mark-to-Market Election. In addition, upon a sale or other taxable disposition of such shares, a U.S. Holder that makes a Mark-to-Market Election will recognize ordinary income or ordinary loss (not to exceed the excess, if any, of (a) the amount included in ordinary income because of such Mark-to-Market Election for prior tax years over (b) the amount allowed as a deduction because of such Mark-to-Market Election for prior tax years). Losses that exceed this limitation are subject to the rules generally applicable to losses provided in the Code and Treasury Regulations.

A Mark-to-Market Election applies to the tax year in which such Mark-to-Market Election is made and to each subsequent tax year, unless the Enyo Spinout Shares or New Ares Shares, as applicable, cease to be "marketable stock" or the IRS consents to revocation of such election. Each U.S. Holder should consult its own tax advisors regarding the availability of, and procedure for making, a Mark-to-Market Election.

Although a U.S. Holder may be eligible to make a Mark-to-Market Election with respect to the Enyo Spinout Shares or New Ares Shares, no such election may be made with respect to the stock of any Subsidiary PFIC that a U.S. Holder is treated as owning, because such stock is not marketable. Hence, the Mark-to-Market Election will not be effective to eliminate the application of the default rules of Section 1291 of the Code described above with respect to deemed dispositions of Subsidiary PFIC stock or distributions from a Subsidiary PFIC.

Other PFIC Rules

Under Section 1291(f) of the Code, the IRS has issued proposed Treasury Regulations that, subject to certain exceptions, would cause a U.S. Holder that had not made a timely QEF Election to recognize gain (but not loss) upon

certain transfers of Enyo Spinout Shares or New Ares Shares that would otherwise be tax- deferred (e.g., gifts and exchanges pursuant to corporate reorganizations). However, the specific U.S. federal income tax consequences to a U.S. Holder may vary based on the manner in which such shares are transferred.

Certain additional adverse rules may apply with respect to a U.S. Holder if Enyo or Ares is a PFIC, regardless of whether such U.S. Holder makes a QEF Election. For example, under Section 1298(b)(6) of the Code, a U.S. Holder that uses Enyo Spinout Shares or New Ares Shares as security for a loan will, except as may be provided in Treasury Regulations, be treated as having made a taxable disposition of such shares.

Special rules also apply to the amount of foreign tax credit that a U.S. Holder may claim on a distribution from a PFIC. Subject to such special rules, foreign taxes paid with respect to any distribution in respect of stock in a PFIC are generally eligible for the foreign tax credit. The rules relating to distributions by a PFIC and their eligibility for the foreign tax credit are complicated, and a U.S. Holder should consult with its own tax adviser regarding the availability of the foreign tax credit with respect to distributions by a PFIC.

The PFIC rules are complex, and each U.S. Holder should consult with its own tax advisors regarding the PFIC rules and how the PFIC rules may affect the U.S. federal income tax consequences of the acquisition, ownership, and disposition of Enyo Spinout Shares or New Ares Shares.

Additional Considerations

Foreign Tax Credit

Subject to the PFIC rules discussed above, a U.S. Holder that pays (whether directly or through withholding) Canadian income tax in connection with the Arrangement or in connection with the ownership or disposition of Enyo Spinout Shares or New Ares Shares may elect to deduct or credit such Canadian income tax paid. Generally, a credit will reduce a U.S. Holder's U.S. federal income tax liability on a dollar-for-dollar basis, whereas a deduction will reduce a U.S. Holder's income subject to U.S. federal income tax. This election is made on a year-by-year basis and applies to all foreign taxes paid (whether directly or through withholding) by a U.S. Holder during a tax year. The foreign tax credit rules are complex and involve the application of rules that depend on a U.S. Holder's particular circumstances. Each U.S. Holder should consult its own U.S. tax advisors regarding the foreign tax credit rules.

Receipt of Foreign Currency

The U.S. dollar value of any cash payment in Canadian dollars to a U.S. Holder will be translated into U.S. dollars calculated by reference to the exchange rate prevailing on the date of actual or constructive receipt of the dividend, regardless of whether the Canadian dollars are converted into U.S. dollars at that time. A U.S. Holder will generally have a tax basis in the Canadian dollars equal to its U.S. dollar value on the date of receipt. Any U.S. Holder who receives payment in Canadian dollars and converts or disposes of the Canadian dollars after the date of receipt may have a foreign currency exchange gain or loss that would be treated as ordinary income or loss, which generally will be U.S. source income or loss for foreign tax credit purposes. Different rules apply to U.S. Holders who use the accrual method of tax accounting.

Each U.S. Holder should consult its own U.S. tax advisors regarding the U.S. federal income tax consequences of receiving, owning, and disposing of Canadian dollars.

Information Reporting and Backup Withholding Tax

Under U.S. federal income tax law and Treasury Regulations, certain categories of U.S. Holders must file information returns with respect to their investment in, or involvement in, a foreign corporation. For example, Section 6038D of the Code generally imposes U.S. return disclosure obligations (and related penalties) on individuals who are U.S. Holders that hold certain specified foreign financial assets in excess of certain thresholds. The definition of specified foreign financial assets includes not only financial accounts maintained in foreign financial institutions, but also,

unless held in accounts maintained by a financial institution, any stock or security issued by a non-U.S. person, any financial instrument or contract held for investment that has an issuer or counterparty other than a U.S. person and any interest in a foreign entity. U.S. Holders may be subject to these reporting requirements unless their shares are held in an account at a domestic financial institution. A U.S. Holder's disclosure of foreign financial assets pursuant to Section 6038D of the Code should be made on IRS Form 8938. Penalties for failure to file certain of these information returns are substantial. U.S. Holders should consult with their own tax advisers regarding the requirements of filing information returns under these rules, including the requirement to file an IRS Form 8938.

Payments made within the U.S. or by a U.S. payor or U.S. middleman, of (a) distributions on the Enyo Spinout Shares or New Ares Shares, (b) proceeds arising from the sale or other taxable disposition of Enyo Spinout Shares or New Ares Shares, or (c) any payments received in connection with the Arrangement (including, but not limited to, U.S. Holders exercising dissent rights under the Arrangement) generally may be subject to information reporting and backup withholding tax, at the current rate of 24% if a U.S. Holder (i) fails to furnish its correct U.S. taxpayer identification number (generally on IRS Form W-9), (ii) furnishes an incorrect U.S. taxpayer identification number, (iii) is notified by the IRS that such U.S. Holder has previously failed to properly report items subject to backup withholding tax, or (iv) fails to certify, under penalty of perjury, that such U.S. Holder has furnished its correct U.S. taxpayer identification number and that the IRS has not notified such U.S. Holder that it is subject to backup withholding tax. However, certain exempt persons generally are excluded from these information reporting and backup withholding rules. Any amounts withheld under the U.S. Backup withholding tax rules will be allowed as a credit against a U.S. Holder's U.S. federal income tax liability, if any, or will be refunded, if such U.S. Holder furnishes required information to the IRS in a timely manner. Each U.S. Holder should consult its own tax advisors regarding the information reporting and backup withholding rules.

THE ABOVE SUMMARY IS NOT INTENDED TO CONSTITUTE A COMPLETE ANALYSIS OF ALL TAX CONSIDERATIONS APPLICABLE TO SECURITYHOLDERS WITH RESPECT TO THE DISPOSITION OF THOSE SECURITIES PURSUANT TO THE ARRANGEMENT OR THE OWNERSHIP AND DISPOSITION OF THOSE SECURITIES RECEIVED PURSUANT TO THE ARRANGEMENT. U.S. HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISERS AS TO THE TAX CONSIDERATIONS APPLICABLE TO THEM IN THEIR PARTICULAR CIRCUMSTANCES.

SECURITIES LAW CONSIDERATIONS

The following is a brief summary of the securities law considerations applicable to the transactions contemplated herein.

Canadian Securities Laws and Resale of Securities

Each Ares Shareholder is urged to consult such holder's professional advisors to determine the Canadian conditions and restrictions applicable to trades in the Enyo Shares.

Ares is a "reporting issuer" in the Reporting Jurisdictions. The Ares Shares are currently listed and posted for trading on the CSE.

Upon completion of the Arrangement, Enyo is expected to be a reporting issuer in the Reporting Jurisdictions. Enyo has not made an application to list the Enyo Shares on the CSE. There can be no assurances that Enyo will be able to obtain such a listing on the CSE or any other stock exchange. Any listing will be subject to the approval of the CSE.

The issuance of the New Ares Shares and Enyo Shares pursuant to the Arrangement will constitute a distribution of securities, which is exempt from the prospectus requirements of Canadian securities legislation. The New Ares Shares and Enyo Shares issued to Ares Shareholders may be resold in each of the provinces and territories of Canada provided the holder is not a 'control person' as defined in the applicable Securities Legislation, no unusual effort is made to prepare the market or create a demand for those securities and no extraordinary commission or consideration is paid in respect of that sale.

U.S. Securities Laws

Status Under U.S. Securities Laws

Each of Ares and Enyo is a "foreign private issuer" as defined in Rule 405 under the U.S. Securities Act. The Ares Shares are quoted in the United States on the OTCQB market. The Enyo Shares are not listed or quoted for trading in the United States, nor does Enyo intend to seek such a listing or quotation at this time.

The following discussion is a general overview of certain requirements of U.S. federal securities laws that may be applicable to U.S. Securityholders. All U.S. Securityholders are urged to consult with their own legal counsel to ensure that any subsequent resale of the New Ares Shares and Enyo Shares, or Enyo Options and Ares Replacement Options issued to them, or the Ares Warrants, as applicable, under the Plan of Arrangement complies with applicable securities legislation. **Further information applicable to U.S. Securityholders is disclosed under the heading "*Note to United States Securityholders*".**

The following discussion does not address the Canadian securities laws that will apply to the issue of the New Ares Shares and Enyo Shares or the resale of these shares by U.S. Securityholders within Canada. U.S. Securityholders reselling their New Ares Shares and Enyo Shares, or Enyo Options and Ares Replacement Options, or Ares Warrants, as applicable, in Canada must comply with Canadian securities laws, as outlined elsewhere in this Information Circular.

Exemption from the Registration Requirements of the U.S. Securities Act

The New Ares Shares and Enyo Shares to be issued to Ares Shareholders in exchange for their Ares Shares pursuant to the Plan of Arrangement, and the Enyo Options and Ares Replacement Options to be issued to Ares Optionholders in exchange for their Ares Options pursuant to the Plan of Arrangement have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States, but will be issued in reliance upon the Section 3(a)(10) Exemption and exemptions provided under the securities laws of each state of the United States in which U.S. Securityholders reside. The Section 3(a)(10) Exemption exempts from registration the issuance of a security that is issued in exchange for one or more outstanding securities where the terms and conditions of such issuance and exchange are approved, after a hearing upon the fairness of such terms and conditions at which all persons to whom it is proposed to issue securities in such exchange have the right to appear and receive timely and adequate notice thereof, by a court or by a governmental authority expressly authorized by law to grant such approval. Accordingly, the Final Order of the Court will, if granted, constitute a basis for the exemption from the registration requirements of the U.S. Securities Act with respect to the New Ares Shares, Enyo Shares, Enyo Options and Ares Replacement Options issued in connection with the Plan of Arrangement. See "*Approval of the Arrangement – Court Approval of the Arrangement*" above.

Resales of Enyo Shares and New Ares Shares after the Effective Date

The manner in which an Ares Shareholder may resell the Enyo Shares and New Ares Shares received on completion of the Plan of Arrangement will depend on whether such holder is, at the time of such resale, an "affiliate" of Enyo or Ares, as applicable, after the Effective Date, or has been such an "affiliate" at any time within 90 days immediately preceding the Effective Date.

As defined in Rule 144 under the U.S. Securities Act, an "affiliate" of an issuer is a person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, that issuer. Typically, persons who are executive officers, directors or 10% (or greater) holders of an issuer are considered to be its "affiliates," as well as any other person or group that actually controls the issuer.

Persons who are affiliates of Enyo or Ares, as applicable, after the Effective Date, or within 90 days immediately preceding the Effective Date may not sell their Enyo Shares and New Ares Shares that they receive in connection with the Plan of Arrangement in the absence of registration under the U.S. Securities Act, unless an exemption from

such registration is available, such as the exemptions provided by Rule 144 under the U.S. Securities Act or Rule 904 of Regulation S.

Rule 144

In general, Rule 144 under the U.S. Securities Act provides that persons who are affiliates of Enyo or Ares, as applicable, after the Effective Date or, at any time during the 90 day period immediately prior to the Effective Date, will be entitled to sell, during any three-month period, a portion of the Enyo Shares and New Ares Shares that they receive in connection with the Plan of Arrangement, provided that the number of each such securities sold does not exceed the greater of one percent of the number of then outstanding securities of such class or, if such securities are listed on a United States securities exchange (which neither Enyo nor Ares intends to seek at this time), the average weekly trading volume of such securities during the four-week period preceding the date of sale, subject to specified restrictions on manner of sale, notice requirements, aggregation rules and the availability of current public information about Enyo or Ares, as applicable. In addition, subject to certain exceptions, Rule 144 will not be available for resales of Enyo Shares or New Ares Shares if the issuer of such securities is, or has at any time previously been, a shell company, which means a company with no or nominal operations and no or nominal assets other than cash and cash equivalents.

Regulation S

Subject to certain limitations, all persons who are affiliates of Enyo or Ares, as applicable, after the Effective Date or, at any time during the 90-day period immediately prior to the Effective Date, may immediately resell such securities outside the United States, without registration under the U.S. Securities Act, pursuant to Regulation S.

Generally, subject to certain limitations, holders of Enyo Shares and New Ares Shares who are not affiliates of Enyo or Ares, as applicable, or who are its affiliates of Enyo or Ares, as applicable, solely by virtue of being an officer and/or director of the applicable corporation and who pay only the usual and customary broker's commission in connection with the transaction, may resell their Enyo Shares or New Ares Shares, as applicable, in an "offshore transaction" (which would generally include a sale through the CSE) if no offer is made to a person in the United States, the sale is not prearranged with a buyer in the United States, neither the seller, any affiliate of the seller, nor any person acting on any of their behalf engages in any "directed selling efforts" in the United States, and subject to certain additional conditions. For the purposes of Regulation S, "directed selling efforts" means "any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the securities being offered" in the resale transaction. Under Regulation S, certain additional restrictions and qualifications are applicable to holders of Enyo Shares or New Ares Shares who are affiliates of Enyo or Ares, as applicable, other than by virtue of being an officer and/or director or the applicable corporation.

The foregoing discussion is only a general overview of the requirements of United States securities laws for the resale of the Enyo Shares and New Ares Shares received pursuant to the Plan of Arrangement. Holders of Enyo Shares and New Ares Shares are urged to seek legal advice prior to any resale of such securities to ensure that the resale is made in compliance with the requirements of applicable securities legislation.

Resales of Enyo Options and Ares Replacement Options after the Effective Date

The Enyo Options and Ares Replacement Options are not generally transferable other than by will or the laws of descent and may be exercised during the lifetime of the optionee only by the optionee.

Issuance of Enyo Options and Ares Replacement Options, and Enyo Shares and New Ares Shares upon Exercise of the Enyo Options and Ares Replacement Options

The issuance of the Enyo Options and Ares Replacement Options to Ares Optionholders will not be registered under the U.S. Securities Act or the securities laws of any state of the United States and will be issued in reliance upon the

Section 3(a)(10) Exemption, and similar exemptions provided under the securities laws of each state of the United States in which Ares Optionholders reside.

The Section 3(a)(10) Exemption does not exempt the issuance of securities issued upon the exercise of securities that were previously issued pursuant to the Section 3(a)(10) Exemption. Therefore, the Enyo Shares issuable upon the exercise of the Enyo Options following the Effective Date, and the New Ares Shares issuable upon the exercise of the Ares Replacement Options following the Effective Date, may not be issued in reliance upon the Section 3(a)(10) Exemption and such options may be exercised only pursuant to an available exemption or exclusion from the registration requirements of the U.S. Securities Act and applicable state securities laws. Prior to the issuance of Enyo Shares or New Ares Shares pursuant to any such exercise, Enyo or Ares, as applicable, may require the delivery of an opinion of counsel or other evidence reasonably satisfactory to Enyo or Ares, as applicable, to the effect that the issuance of such New Ares Shares or Enyo Shares, as applicable, does not require registration under the U.S. Securities Act or applicable state securities laws. Any Enyo Shares or New Ares Shares, as applicable, issued upon exercise of the Enyo Options and Ares Replacement Options, as applicable, pursuant to an exemption from the registration requirements of the U.S. Securities Act will be "restricted securities" as defined in Rule 144 under the U.S. Securities Act and will be subject to restrictions on resales imposed by the U.S. Securities Act.

The foregoing discussion is only a general overview of certain requirements of United States federal securities laws applicable to the resale and exercise of Enyo Options and Ares Replacement Options received upon completion of the Arrangement. **All holders of such securities are urged to consult with counsel to ensure that the resale or exercise of their securities complies with applicable securities legislation.**

Resales of Ares Warrants after the Effective Date

The Ares Warrants are non-transferable.

Modification of Ares Warrants, and Issuance of Enyo Shares and New Ares Shares upon Exercise of the Ares Warrants

The modification of the Ares Warrants pursuant to the Arrangement will not be registered under the U.S. Securities Act or the securities laws of any state of the United States and will be effected in reliance upon the Section 3(a)(10) Exemption, and similar exemptions provided under the securities laws of each state of the United States in which Ares Warrantholders reside.

The Section 3(a)(10) Exemption does not exempt the issuance of securities issued upon the exercise of securities that were previously issued pursuant to the Section 3(a)(10) Exemption. Therefore, the Enyo Shares and the New Ares Shares issuable upon the exercise of the Ares Warrants following the Effective Date may not be issued in reliance upon the Section 3(a)(10) Exemption and the Ares Warrants may be exercised only pursuant to an available exemption or exclusion from the registration requirements of the U.S. Securities Act and applicable state securities laws. Prior to the issuance of Enyo Shares or New Ares Shares pursuant to any such exercise, Enyo or Ares, as applicable, may require the delivery of an opinion of counsel or other evidence reasonably satisfactory to Enyo or Ares, as applicable, to the effect that the issuance of such New Ares Shares or Enyo Shares, as applicable, does not require registration under the U.S. Securities Act or applicable state securities laws. Any Enyo Shares or New Ares Shares, as applicable, issued upon exercise of the Ares Warrants pursuant to an exemption from the registration requirements of the U.S. Securities Act will be "restricted securities" as defined in Rule 144 under the U.S. Securities Act and will be subject to restrictions on resales imposed by the U.S. Securities Act.

The foregoing discussion is only a general overview of certain requirements of United States federal securities laws applicable to the resale and exercise of the Ares Warrants following completion of the Arrangement. **All holders of such securities are urged to consult with counsel to ensure that the resale or exercise of their securities complies with applicable securities legislation.**

APPROVAL OF ENYO EQUITY INCENTIVE PLAN

As neither the Former Plan nor the Ares Equity Incentive Plan will carry forward to Enyo, and in contemplation of the successful completion of the Arrangement, Ares Shareholders will be asked to approve the Enyo Equity Incentive Plan at the Meeting.

A full copy of the Enyo Equity Incentive Plan will be available at the Meeting for review by Ares Shareholders. Shareholders may also obtain copies of the Enyo Equity Incentive Plan from Ares prior to the meeting on written request. Enyo has adopted the Enyo Equity Incentive Plan in order to provide incentive compensation to directors, officers, employees and consultants of Enyo as well as to assist Enyo in attracting, motivating and retaining qualified directors, management personnel and consultants. The purpose of the Enyo Equity Incentive Plan is to provide additional incentive for participants' efforts to promote the growth and success of the business of Enyo. The Enyo Equity Incentive Plan will be administered by Enyo's directors, or committee thereof, which will designate, from time to time, the recipients of grants and the terms and conditions of each grant, in each case in accordance with the applicable securities laws and stock exchange policies.

The Enyo Equity Incentive Plan is a "rolling" plan which, subject to the adjustment provisions provided for therein (including a subdivision or consolidation of Enyo Shares), provides that the aggregate maximum number of Enyo Shares that may be issued upon the exercise or settlement of awards granted under the Enyo Equity Incentive Plan, shall not exceed 20% of the issued and outstanding Enyo Shares from time to time. The Enyo Equity Incentive Plan is considered an "evergreen" plan, since the Enyo Shares covered by awards which have been exercised, settled or terminated shall be available for subsequent grants under the Enyo Equity Incentive Plan and the number of awards available to grant increases as the number of issued and outstanding Enyo Shares increases.

Other terms of the Enyo Equity Incentive Plan are virtually identical as those of the Ares Equity Incentive Plan including, without limitation, with respect to the administration of the Enyo Equity Incentive Plan, insider participation limits, eligibility, the types of awards (Options, RSUs, DSUs, and PSUs), dividends, black-out periods, term and termination of employment or services, change of control, non-transferability of awards and amendments to the Enyo Equity Incentive Plan.

A copy of the Enyo Equity Incentive Plan may be inspected at the offices of Enyo, during normal business hours and at the Meeting.

Unless such authority is withheld, the persons named in the enclosed proxy intend to vote for the approval of the Enyo Equity Incentive Plan.

At the Meeting, Ares Shareholders will be asked to pass an ordinary resolution, with or without amendment, in substantially the form set forth below:

"RESOLVED, AS AN ORDINARY RESOLUTION, THAT:

1. the equity incentive plan adopted by the board of directors of Enyo on September ♦, 2022 (the "**Enyo Equity Incentive Plan**"), be and is hereby confirmed, ratified and approved, and Enyo has the ability to grant awards under the Enyo Equity Incentive Plan until November ♦, 2025, which is the date that is three years from the date of the meeting of the holders (the "**Shareholders**") of common shares of Enyo ("**Shares**") at which Shareholder approval of the Enyo Equity Incentive Plan is being sought.

2. The Awards (as defined in the Enyo Equity Incentive Plan) to be issued under the Enyo Equity Incentive Plan, and all unallocated Awards under the Enyo Equity Incentive Plan, be and are hereby approved;

3. The board of directors (the "**Board**") of Enyo is hereby authorized to make such amendments to the Enyo Equity Incentive Plan from time to time, as may be required by the applicable regulatory authorities, or as may be considered appropriate by the Board, in its sole discretion, provided always that such amendments be subject to the approval of the regulatory authorities, if applicable, and in certain cases, in accordance with the terms of the Enyo Equity Incentive Plan, the approval of the Shareholders.

4. Any one director or officer of Enyo is hereby authorized and directed, acting for, in the name of and on behalf of Enyo, to execute or cause to be executed, under the seal of Enyo or otherwise and to deliver or to cause to be delivered, all such other deeds, documents, instruments and assurances and to do or cause to be done all such other acts as, in the opinion of such director or officer of Enyo, may be necessary or desirable to carry out the terms of the foregoing resolutions

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

Recommendation of the Directors

The Ares Board has reviewed the proposed resolution and concluded that it is fair and reasonable to the Ares Shareholders and in the best interests of Ares. **The Ares Board recommends that the Ares Shareholders vote in favour of the above resolution. Unless otherwise directed, or where the instructions are unclear, the persons named in the enclosed proxy intend to vote FOR the approval of the Enyo Equity Incentive Plan until the next annual meeting of Enyo.**

ARES STRATEGIC MINING INC.

The following information is provided by Ares and is reflective of the current business, financial and share capital position of Ares and includes certain information reflecting the status of Ares following the completion of the Arrangement. Unless otherwise indicated, all currency amounts are stated in Canadian dollars.

Summary Description of Business

Ares is a mineral exploration issuer with properties located in Canada and the United States.

For further information regarding Ares, see the documents incorporated by reference in this Information Circular which are available at www.SEDAR.com under Ares's profile.

Business Objectives

Ares's objective is to complete the Arrangement and to continue to explore and develop its properties located in the United States.

Authorized and Issued Share Capital

The authorized share capital of Ares consists of an unlimited number of Ares Shares and preferred shares, of which ♦136,384,345 Ares Shares are issued and outstanding as of the date of this Information Circular. Upon completion of the Arrangement, all Ares Shares will be exchanged for New Ares Shares having identical rights and restrictions as the Ares Shares. In the section headed "*Ares Strategic Mining Inc.*", all references to "Ares Shares" shall be deemed to be to "New Ares Shares" upon completion of the Arrangement.

Ares Shareholders are entitled to one vote per Ares Share at all meetings of Ares Shareholders. Ares Shareholders are entitled to receive dividends as and when declared by the Ares Board and to receive a *pro rata* share of the

assets of Ares available for distribution to Ares Shareholders in the event of the liquidation, dissolution or winding-up of Ares. All Ares Shares rank equally as to all benefits which might accrue to the Ares Shareholders.

Ares Selected Financial Information

The following table sets out selected financial information for the periods indicated and should be considered in conjunction with the more complete information contained in the financial statements of Ares for the fiscal years ended September 30, 2021 and 2020 incorporated by reference in this Information Circular and filed on SEDAR at www.SEDAR.com.

	Year Ended September 30, 2021 ($)	Year Ended September 30, 2020 ($)
Net Loss	(3,650,182)	(2,226,346)
Comprehensive loss	(3,706,230)	(2,215,990)
Basic and diluted loss per share	(0.04)	(0.03)
Total assets	13,406,696	5,248,500
Mineral interests	8,101,175	4,444,014

Consolidated Capitalization

There have not been any material changes in the share capital of Ares since the date of Ares's most recently filed September 30, 2021 financial statements. As a result of the Arrangement, there will be changes to Ares's share capital. For details of these changes, and the share capital of Ares upon completion of the Arrangement, please see "*The Arrangement*".

Prior Sales

The following table summarizes details of the Ares Shares issued by Ares during the 12 month period prior to the date of this Information Circular.

Date of Issuance	Security	Price per Security	Number of Securities
November 11, 2021	Ares Shares	$0.40	3,000,000
November 30, 2021	Ares Shares	$0.27	3,305,554
January 11, 2022	Ares Shares	$0.38	2,114,873
April 4, 2022	Ares Shares	$0.43	41,667

Ares Options

The following table summarizes details of the Ares Options issued by Ares during the 12 month period prior to the date of this Information Circular.

Date of Issuance	Security	Price per Security[(1)]	Number of Securities
December 16, 2021	Ares Options	$0.31	2,241,636
February 8, 2022	Ares Options	$0.46	6,200,000

(1) Exercise price of the Ares Options.

Ares Warrants

The following table summarizes details of the Ares Warrants issued by Ares during the 12 month period prior to the date of this Information Circular.

Date of Issuance	Security	Price per Security(1)	Number of Securities
February 14, 2022	Ares Warrants	$0.50	837,500
May 30, 2022	Ares Warrants	$0.40	986,297

(1) Exercise price of the Ares Warrants.

Trading Price and Volume

The Ares Shares are listed and posted for trading on the CSE under the symbol "ARS". The Ares Shares commenced trading on the CSE on October 22, 2021. Ares Shares were, from August 26, 2011 to October 21, 2021, listed on the TSX Venture Exchange. The following table sets forth information relating to the trading of the Ares Shares on the CSE on a monthly basis for each month, or, if applicable, partial months of the 12 month period prior to the date of this Information Circular:

Month	High	Low	Volume
September 2022(1)	$♦	$♦	♦
August 2022	$♦	$♦	♦
July 2022	$0.355	$0.215	1,369,919
June 2022	$0.31	$0.23	2,428,225
May 2022	$0.375	$0.295	1,655,276
April 2022	$0.48	$0.35	2,446,357
March 2022	$0.47	$0.32	1,539,235
February 2022	$0.48	$0.37	1,738,265
January 2022	$0.58	$0.32	5,711,545
December 2021	$0.36	$0.275	1,148,170
November 2021	$0.42	$0.27	2,561,422
October 2021(2)	$0.44	$0.36	360,880

(1) From September 1, 2022 to September ♦, 2022.

(2) For the period from October 22,2022 to October 31, 2021. Ares' shares commenced trading on the CSE on October 22, 2021.

At the close of business on October ♦, 2022, the price of the Ares Shares as quoted by the CSE was $♦.

Statement of Executive Compensation for Ares

Definitions

For the purpose of this Information Circular:

"**CEO**" means each individual who, in respect of Ares, during any part of the most recently completed financial year, served as chief executive officer, including an individual performing functions similar to a chief executive officer;

"**CFO**" means each individual who, in respect of Ares, during any part of the most recently completed financial year, served as chief financial officer, including an individual performing functions similar to a chief financial officer;

"**compensation securities**" includes stock options, convertible securities, exchangeable securities and similar instruments, including stock appreciation rights, deferred share units and restricted stock units, granted or issued by Ares or any of its subsidiaries for services provided or to be provided, directly or indirectly, to Ares or any of its subsidiaries;

"**Named Executive Officer**" or "**NEO**" means each of the following individuals:

(a) a CEO;

(b) a CFO;

(c) in respect of Ares and its subsidiaries, the most highly compensated executive officer, other than the CEO and the CFO, at the end of the most recently completed financial year whose total compensation exceeded $150,000, as determined in accordance with subsection 1.3(5) of Form 51- 102F6V *Statement of Executive Compensation – Venture Issuers*, for that financial year;

(d) each individual who would be a Named Executive Officer under paragraph (c) but for the fact that the individual was not an executive officer of Ares, and was not acting in a similar capacity, at the end of that financial year.

During Ares's financial year ended September 30, 2021, the following individuals were the Named Executive Officers of Ares: James Walker, President and CEO, and Viktoriya Griffin, CFO.

Compensation Excluding Compensation Securities

Particulars of compensation, excluding compensation securities, paid to each NEO and director in the two most recently completed financial years is set out in the table below:

Name and position	Year ending	Salary, consulting fee, retainer or commission ($)	Bonus ($)	Committee or meeting fees ($)	Value of perquisities ($)	Value of all other compensation ($)	Total compensation ($)
James Walker[(1)] President, CEO and Director	09/30/21 09/30/20	144,000 124,828	Nil Nil	Nil Nil	Nil Nil	363,633 183,000	507,633 307,828
Viktoriya Griffin[(1)] CFO	09/30/21 09/30/20	108,589 69,495	Nil Nil	Nil Nil	Nil Nil	134,678 24,000	243,267 93,495
Changxian Li Director	09/30/21 09/30/20	Nil Nil	Nil Nil	500 2,000	Nil Nil	94,275 24,000	94,775 26,000
Bob Li Director	09/30/21 09/30/20	Nil Nil	Nil Nil	250 Nil	Nil Nil	121,211 24,000	121,461 24,000
Paul Sarjeant Director	09/30/21 09/30/20	Nil Nil	Nil Nil	1,750 2,750	Nil Nil	188,550 30,000	190,300 32,750

Name and position	Year ending	Salary, consulting fee, retainer or commission ($)	Bonus ($)	Committee or meeting fees ($)	Value of perquisities ($)	Value of all other compensation ($)	Total compensation ($)
Raul Sanabria Director	09/30/21 09/30/20	84,000 55,500	Nil Nil	Nil 2,250	Nil Nil	121,211 Nil	205,211 117,750
Karl Marek[2] Former Director and Chairman	09/30/21 09/30/20	5,000 45,000	Nil Nil	1,750 2,500	Nil Nil	215,486 42,000	222,236 89,500

(1) Mr. Walker and Mrs. Griffin were paid consulting fees and performance bonuses pursuant to consulting agreements as disclosed under *"External Management Contracts"* below.

(2) Mr. Marek resigned as a director and Chairman on March 31, 2022.

External Management Contracts

Neither James Walker, Ares's CEO, nor Viktoriya Griffin, Ares's CFO, are employees of Ares, but derive their compensation indirectly through consulting agreements as set forth below.

Pursuant to a consulting agreement dated February 24 2020, between Ares and Mr. Walker (the "**Walker Agreement**"), Mr. Walker provides his services to Ares as President and Chief Executive Officer. Pursuant to the Walker Agreement, Ares pays Mr. Walker a monthly consulting fee of $12,000. Mr. Walker is also eligible for cash performance bonuses and is entitled to receive stock options, as determined by the Board. Mr. Walker is also entitled to be reimbursed for reasonable out-of-pocket expenses incurred by him on behalf of Ares. The Walker Agreement does not contain any change of control provisions, and is for an indefinite period, unless terminated in accordance with terms set out therein.

On January 21, 2019, Ares and Mrs. Griffin entered into a consulting agreement pursuant to which Ares retained Mrs. Griffin to provide services as Ares' Chief Financial Officer (the "**Griffin Agreement**"). Pursuant to the Griffin Agreement, Ares pays Mrs. Griffin a monthly consulting fee was $4,000. Mrs. Griffin is also entitled to receive stock options, as determined by the Board. Ares shall also reimburse Mrs. Griffin for reasonable out-of-pocket expenses incurred by her on behalf of Ares. The Griffin Agreement does not contain any change of control provisions, and is for an indefinite period, unless terminated in accordance with terms set out therein.

Stock Options and Other Compensation Securities

The following table discloses all compensation securities granted or issued to each NEO and director of Ares during the most recently completed financial year for services provided or to be provided, directly or indirectly, to Ares or any of its subsidiaries:

COMPENSATION SECURITIES							
Name and Position	**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 ($)**	**Expiry date**
James Walker President, CEO and Director	Stock Options	1,350,000	May 19, 2021	0.62	0.62	0.31	May 19, 2023

COMPENSATION SECURITIES							
Name and Position	**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 ($)**	**Expiry date**
Paul Sarjeant Director	Stock Options	700,000	May 19, 2021	0.62	0.62	0.31	May 19, 2023
Changxian Li Director	Stock Options	350,000	May 19, 2021	0.62	0.62	0.31	May 19, 2023
Bob Li Director	Stock Options	450,000	May 19, 2021	0.62	0.62	0.31	May 19, 2023
Raul Sanabria Director	Stock Options	450,000	May 19, 2021	0.62	0.62	0.31	May 19, 2023
Viktoriya Griffin CFO	Stock Options	500,000	May 19, 2021	0.62	0.62	0.31	May 19, 2023
Karl Marek[(1)] Former Director and Chairman	Stock Options	800,000	May 19, 2021[(2)]	0.62	0.62	0.31	May 19, 2023

(1) Mr. Marek resigned as a director of Ares on March 31, 2022. These stock options expire on September 30, 2022.

(2) Options granted on May 19, 2021 were cancelled on January 7, 2022.

On December 16, 2021, Ares granted an aggregate of 879,179 stock options to directors and the NEOs. On February 8, 2022, Ares granted an aggregate of 4,100,000 stock options to directors and the NEOs exercisable at a price of $0.46 until February 7, 2027.

The Black-Scholes calculation on this grant was based on the estimated risk-free rate of 1.68%, expected volatility of 85%, estimated annual dividend of 0%, and the expected life of the options is 5 years.

The following table discloses all stock options held and bonus shares received by each NEO and director of Ares at the end of the most recently completed financial year:

Name and Position	**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 ($)**	**Expiry date**
James Walker President, CEO and Director	Stock Options	17,500 1,350,000 450,000	Jan. 25, 2017 March 9, 2020 Aug.30, 2020	1.30 0.08 0.15	1.30 0.08 0.15	0.31	Jan. 24, 2022 Mar. 8, 2022 Aug. 30, 2022
Paul Sarjeant Director	Stock Option	12,500 250,000	Jan. 25, 2017 Aug. 30, 2020	1.30 0.15	1.30 0.15	0.31	Jan. 24, 2022 Aug. 30, 2022

Name and Position	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 ($)	Expiry date
Changxian Li Director	Stock Options	15,000 200,000	Jan. 25, 2017 Aug. 30, 2020	1.30 0.15	1.30 0.15	0.31	Jan. 24, 2022 Aug. 30, 2022
Bob Li Director	Stock Options	200,000	Aug. 30, 2020	0.13	0.15	0.31	Aug. 30, 2022

No compensation securities were re-priced, cancelled or replaced, extended or otherwise materially modified during the most recently completed financial year.

Exercise of Compensation Securities by Directors and NEO's

Particulars of compensation securities exercised by each NEO and director in the most recently completed financial year is set out in the table below:

Name and Position	Type of compensation security	Number of underlying securities exercised	Exercise price per security ($)	Date of Exercise	Closing price per security on date of exercise ($)	Difference between exercise price and closing price on date of exercise ($)	Total value on exercise date ($)
James Walker President, CEO and Director	Stock Options	100,000 150,000 150,500 100,000 200,000 500,000 200,000	0.10 0.10 0.10 0.10 0.10 0.10 0.10	Dec. 31, 2020 Jan. 5, 2021 Jan. 26, 2021 Jan. 27, 2021 Feb. 9, 2021 Apr. 7, 2021 May 19, 2021	0.53 0.445 0.60 0.55 0.58 0.65 0.62	0.43 0.345 0.50 0.45 0.48 0.55 0.52	53,000 66,750 90,300 55,000 116,000 325,000 124,000
Raul Sanabria Director	Stock Options	200,000 300,000	0.13 0.13	Oct. 22, 2020 Dec 23, 2020	0.295 0.445	0.165 0.315	59,000 133,500
Viktoriya Griffin CFO	Stock Options	200,000	0.13	May 20, 2021	0.65	0.52	130,000
Paul Sarjeant Director	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Changxian Li Director	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Bob Li Director	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Stock Option Plans and Other Incentive Plans

Ares Stock Option Plan

Ares currently has in place the Former Ares Plan previously described in this Information Circular which Former Ares Plan will be replaced by the Ares Equity Incentive Plan, if approved by the Ares Shareholders at the Meeting.

Bonus Share Plan

Ares has previously adopted a bonus share plan (the "**Bonus Share Plan**") enabling the Ares Board to issue bonus shares ("**Ares Bonus Shares**") as compensation to employees, officers and directors of Ares that have performed services for Ares and the value of such services exceeds the value for which the person has otherwise been compensated. If approved by the Ares Shareholders at the Meeting, the Ares Equity Incentive Plan shall replace the Bonus Share Plan.

Employment, Consulting and Management Agreements

Other than as disclosed under *"External Management Contracts"*, no services were provided to Ares during the most recently completed financial year by a director or named executive officer, or any other party who provided services typically provided by a director or named executive officer, pursuant to any employment, consulting or management agreement between Ares and any other party, and Ares has no agreement or arrangement with any director, named executive officer or any other party with respect to any change of control of Ares or any severance, termination or constructive dismissal of any director, named executive officer or any other party, or any incremental payments triggered by any such change of control, severance, termination or constructive dismissal.

Oversight and Description of Director and Named Executive Officer Compensation

Compensation of the Named Executive Officers and directors is determined by the full Ares Board, based on the recommendations of the Compensation Committee. Compensation is determined based on factors considered relevant and appropriate, including the level of service provided, the background and expertise of the individual director or officer, amounts paid by other companies in similar industries at similar stages of development, and compensation levels necessary to attract, retain and develop management of a high calibre. Compensation is typically reviewed annually by the Compensation Committee and the Ares Board, usually in the first fiscal quarter, but may also be reviewed on an ad hoc basis as the need arises.

Ares's compensation structure has two primary components, cash compensation and share-based compensation in the form of incentive stock options and bonus shares. Cash compensation has two components, base salary and bonuses.

For the most recently completed financial year, James Walker, Ares' CEO, received base cash compensation of $144,000 for providing those services. Also for the most recently completed financial year, Viktoriya Griffin, Ares' CFO, received base cash compensation of $108,589. The base cash compensation paid to Ares's NEOs is based on the Board's subjective assessment of the value to Ares of the services provided by each, and the other factors referred to in the foregoing. For further particulars of Ares's agreements with Arriva and GSBC, see "*External Management Contracts*".

Ares may grant stock options pursuant to its stock option plan and/or issue bonus shares pursuant to its Bonus Share Plan to the Named Executive Officers and directors on an ad hoc basis, based on the same subjective performance criteria referred to in the foregoing and other performance criteria considered relevant by the Ares Board. See "*Stock Options and Other Compensation Securities*", "*Stock Options and Other Incentive Plans*" and "*Equity Compensation Plan Information*".

Ares regards the strategic use of incentive stock options and bonus shares as a significant component of its compensation structure. In evaluating option grants and bonus share issues, the Ares Board evaluates a number of factors including, but not limited to: (i) the number of options or bonus shares already held by or issued to an individual; (ii) a fair balance between the number of options held by or bonus shares issued to an individual and those held by or issued to other directors or officers, in light of their responsibilities and objectives; and (iii) the value of the options (generally determined using a Black- Scholes analysis) and bonus shares as a component of the individual's overall compensation.

No significant events occurred during the most recently completed financial year that significantly affected compensation. While the Ares Board considers amounts paid by other companies in similar industries at similar stages of development in determining compensation, no specifically selected peer group has been identified as a comparable. No significant changes were made to Ares's compensation policies since the commencement of the most recently completed financial year.

Disclosure of Corporate Governance Practices

National Instrument 58-101 - *Disclosure of Corporate Governance Practices* requires reporting issuers to disclose the corporate governance practices, on an annual basis, that they have adopted. Ares's approach to corporate governance is provided in Schedule "J".

Securities Authorized for Issuance under Equity Compensation Plans

Equity Compensation Plan Information

The following table sets forth details of Ares's compensation plans under which equity securities of Ares are authorized for issuance at the end of Ares's most recently completed financial year:

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted-average exercise price of outstanding options, warrants and rights	Number of securities remaining available for future issuance under equity compensation plans
Equity compensation plans approved by securityholders	9,148,500	$0.44	1,529,583
Equity compensation plans not approved by securityholders	Nil	Nil	Nil
Total	**9,149,500**	**$0.44**	**1,529,583**

For a description of the terms of the Ares Stock Option Plan and the Bonus Share Plan see "*Particulars of Matters to be Acted Upon –Approval of the Ares Stock Option Plan*" and "*Statement of Executive Compensation for Ares - Stock Option Plans and Other Incentive Plans – Bonus Share Plan*".

Indebtedness of Directors and Executive Officers

No executive officer, director, employee, former executive officer, former director, former employee, proposed nominee for election as a director, or associate of any such person has been indebted to Ares or its subsidiaries at any time since the commencement of Ares's last completed financial year. No guarantee, support agreement, letter of credit or other similar arrangement or understanding has been provided by Ares or its subsidiaries at any time since the beginning of the most recently completed financial year with respect to any indebtedness of any such person.

Management Contracts

Except as otherwise disclosed herein, the management functions of Ares are substantially performed by the directors and officers of Ares and not to any substantial degree by any other persons other than the directors and executive officers of Ares.

Corporate Governance and Compensation Committee

The Corporate Governance and Compensation Committee (the "**CG&CC**") considers a broad range of factors when setting compensation for executive management, including but not limited to, market data, individual performance, corporate performance and sector performance.

Base Salary

The base salary or fee provides an executive with basic compensation and reflects individual responsibility, knowledge and experience, market competitiveness and the contribution expected from each individual. At its discretion, the CG&CC may compare each executive officer's salary with the base salaries for similar positions in the comparator group, and recommends appropriate adjustments, as needed.

Short-Term Incentive Compensation – Bonuses

Short-term incentive compensation is based on annual results. The short-term incentive ensures that a significant portion of an executive's compensation varies with actual results in a given year, while providing financial incentives to executives to achieve short-term financial and strategic objectives. It communicates to executives the key accomplishments the CG&CC wishes to reward and ensures that overall executive compensation correlates with corporate objectives. The short-term incentive component is structured to reward not only increased value for shareholders but also performance with respect to key operational factors and non-financial goals important to long-term success.

Compensation of Directors

The CG&CC reviews director compensation annually and recommends updates to the Board for approval when considered appropriate or necessary to recognize workload, time commitment and responsibility of Board and committee members. The directors are reimbursed for actual expenses reasonably incurred in connection with the performance of their duties as directors.

Non-Executive Directors receive compensation in the amount of $250 per Ares Board, CG&CC or Audit Committee meeting. Both Executive and Non-Executive Directors are eligible to receive grants of stock options under the Former Plan.

NEOs who also act as directors of Ares will not receive any additional compensation for services rendered in such capacity, other than as paid by Ares to such NEOs in their capacity as executive officers.

Compensation Governance

The CG&CC has the responsibility for determining compensation for the Ares Board and the NEOs. The CG&CC is comprised of James Walker, Paul Sarjeant and Raul Sanabria. Each of Messrs. Walker and Sarjeant are considered to be non-independent directors by virtue of their respective roles as President and CEO and Vice-President of Ares. Raul Sanabria is independent as such term is defined in National Instrument 58-101 – *Disclosure of Corporate Governance Practices* ("**NI 58-101**").

The CG&CC meets on compensation matters as and when required with respect to executive compensation. The primary goal of the meetings of CG&CC as they relate to compensation matters is to ensure that the compensation

provided to the NEOs is determined with regard to Ares's business strategies and objectives, such that the financial interest of the executive officers is aligned with the financial interest of shareholders, and to ensure that their compensation is fair and reasonable and sufficient to attract and retain qualified and experienced executives.

To determine compensation payable, the CG&CC reviews compensation paid for directors and CEO of companies of similar size and stage of development in the mineral exploration industry and determine an appropriate compensation reflecting the need to provide incentive and compensation for the time and effort expended by the directors and senior management while taking into account the financial and other resources of Ares. In setting the compensation, the CG&CC annually reviews the performance of the CEO in light of Ares's objectives and considers other factors that may have impacted the success of Ares in achieving its objectives.

As a whole, the members of the CG&CC have direct experience and skills relevant to their responsibilities in executive compensation, including with respect to enabling the CG&CC in making informed decisions on the suitability of Ares's compensation policies and practices. Each of the members of the CG&CC has experience on the board of directors and related committees of other companies, as described under "*Particulars of Matters to be Acted Upon - Election of Directors*" in this Information Circular.

Executive Compensation-Related Fees

In the financial years ending September 30, 2021 and 2020, neither the Board nor the CG&CC retained a compensation consultant or advisor to assist the Board or the CG&CC in determining the compensation for any of Ares's executive officers' or directors' compensation.

Audit Committee

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

Audit Committee Charter

Ares's Audit Committee is governed by the Audit Committee Charter. A copy of the Audit Committee Charter is attached hereto as Schedule "K".

Composition of the Audit Committee

Ares's Audit Committee is comprised of three directors, James Walker, Paul Sarjeant and Raul Sanabria. Also as defined in NI 52-110, all of the Audit Committee members are "financially literate". The experience of the Audit Committee members is set forth in below.

Relevant Education and Experience

All Audit Committee members have the ability to read and understand 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 Ares's financial statements and are therefore considered financially literate.

<u>James Walker, Director</u>

Mr. Walker has extensive experience in engineering and project management; particularly within mining engineering, mechanical engineering, construction, manufacturing, engineering design, infrastructure, safety management, and nuclear engineering. Mr. Walker also has accounting experience, and is a qualified Accounting Technician under The Association of *Accounting* Technicians (*AAT*). Mr. Walker holds degrees in Mechanical

Engineering, Mining Engineering, and Nuclear Engineering, as well as qualifications in Project Management and Accountancy, and is a Chartered Engineer with the IMechE, registered as a Project Manager Professional with the APM, and registered with APEGA as an Engineer.

Paul Sarjeant, Director

Mr. Sarjeant is a professional geologist who has been involved in mineral exploration and development in North and South America and throughout Africa, Asia and Europe for more than 35 years. Mr. Sarjeant holds a BSc (Honours) in geological sciences from Queen's University in Kingston, Ontario and is a member of the Association of Professional Geoscientists of Ontario. Mr. Sarjeant has previously held management positions in several junior mining companies. Mr. Sarjeant currently is founder of Doublewood Consulting Inc., a consulting company that provides management and technical advice and services to the exploration/mining sector. Mr. Sarjeant serves as a director, Qualified Person and consultant to a number of private and public mining companies. Mr. Sarjeant acts as Manager of Geology for Largo Resources Ltd.

Raul Sanabria, Director

Founder of Golden Hammer Exploration Ltd. and served in several management positions in publicly listed issuers that have undertaken financings. Has managed large exploration budges for over 15 years.

Audit Committee Oversight

Since the commencement of Ares's most recently completed financial year, the Ares Board has not failed to adopt a recommendation of the Audit Committee to nominate or compensate an external auditor.

Reliance on Certain Exemptions

At no time since the commencement of Ares's most recently completed financial year has Ares relied on the exemption in Section 2.4 of NI 52-110 (*De Minimis Non-audit Services*), the exemptions in 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)* or an exemption from NI 52-110, in whole or in part, granted under Part 8 of NI 52-110 (*Exemptions)*.

Pre-Approval Policies and Procedures

No specific policies or procedures have been adopted with respect to the provision of non-audit services by Ares's external auditor although, under Ares's Audit Committee Charter, such services are required to be approved by the Audit Committee.

In the following table, "audit fees" are fees billed by Ares's external auditor for services provided in auditing Ares's annual financial statements for the subject year. "Audit-related fees" are fees not included in audit fees that are billed by the auditor for assurance and related services that are reasonably related to the performance of the audit or review of Ares's financial statements. "Tax fees" are fees billed by the auditor for professional services rendered for tax compliance, tax advice and tax planning. "All other fees" are fees billed by the auditor for products and services not included in the foregoing categories.

The fees billed to Ares by its auditor in each of the last two fiscal years, by category, are as follows:

Financial Year Ending	Audit Fees	Audit Related Fees	Tax Fees	All Other Fees
September 30, 2021	$26,500	Nil	$5,775	Nil
September 30, 2020	$26,500	Nil	$8,820	Nil

Exemption

Ares is relying on the exemption provided by section 6.1 of NI 52-110, which provides that Ares, as a venture issuer, is not required to comply with Part 3 (Composition of the Audit Committee) and Part 5 (Reporting Obligations) of NI 52-110.

Interest of Experts

Manning Elliott LLP, Chartered Professional Accountants, is the auditor of Ares and is independent of Ares within the meaning of the Rules of Professional Conduct of the Chartered Professional Accountants of British Columbia.

Toby Hughes, P. Geo. prepared the Technical Report. As of the date of this Information Circular, Mr. Hughes does not own any of the issued and outstanding Ares Shares.

Risk Factors

In addition to the other information contained in this Information Circular, the following factors, among others, should be considered carefully when considering risks related to Ares's business (including, without limitation, the documents incorporated by reference). The risks described herein and in the documents incorporated by reference in this Information Circular are not the only risks facing Ares. Additional risks and uncertainties not currently known to Ares, or that Ares currently deems immaterial, may also materially and adversely affect its business. Furthermore, if the Arrangement is completed, Ares Shareholders will be shareholders of Ares and Enyo and will be subject to the Enyo risk factors. See "*Enyo Strategic Mining Inc. – Risk Factors*".

Future Sales or Issuances of Securities

Ares may issue additional securities to finance future activities. Ares cannot predict the size of future issuances of securities or the effect, if any, that future issuances and sales of securities will have on the market price of the Ares Shares. Sales or issuances of substantial numbers of Ares Shares, or the perception that such sales could occur, may adversely affect prevailing market prices of the Ares Shares. With any additional sale or issuance of Ares Shares, investors will suffer dilution to their voting power and Ares may experience dilution in its earnings per share.

Regulatory Compliance

As a reporting issuer listed on the CSE, Ares is subject to various rules and regulations governing matters such as timely disclosure, continuous disclosure obligations and corporate governance practices. Non-compliance with such rules and regulations may result in enforcement actions by the applicable securities regulatory authorities and/or the CSE.

ENYO STRATEGIC MINING INC.

The following information is provided by Enyo, is presented on a post-Arrangement basis and is reflective of the proposed business, financial and share capital position of Enyo. Unless otherwise indicated, all currency amounts are stated in Canadian dollars. The following information should be read together with the audited financial statements as at the date of incorporation on June 24, 2022 appended hereto as Schedule "F" and related management discussion and analysis appended hereto as Schedule "G", and the audited carve-out consolidated financial statements of Ares for the years ended September 30, 2021 and 2020 and the unaudited carve-out consolidated financial statements for the interim period ended ♦June 30, 2022 (the "**Carve-Out Financial Statements**") appended hereto as Schedule "H" and the related management discussion and analysis appended hereto as Schedule "I".

Prior to the Arrangement, Enyo will have no assets, liabilities, or operations other than those incident to its formation. For this reason, we have not included pro forma financial statements concerning Ares and Enyo that gives

effect to the Arrangement because, immediately after the completion of the Arrangement, the consolidated financial statements of Enyo will be substantially the same as the Carve-Out Financial Statements immediately prior to the Arrangement. Based on management's determination, the inclusion of such pro forma financial statements is not necessary for this Circular to contain full, true and plain disclosure of all material facts relating to the securities to be distributed in connection with the Arrangement.

Name and Incorporation

Enyo was incorporated under the BCBCA on June 24, 2022 for the purposes of the Arrangement. Enyo is currently a private company and is a wholly-owned subsidiary of Ares. No material amendments have been made to Enyo's articles or other constating documents since its incorporation.

Enyo's head and principal business address are all located at Suite 1001 – 409 Granville Street, Vancouver, British Columbia V6C 1T2. Enyo' registered office address is located at Suite 900 – 885 West Georgia Street, Vancouver, British Columbia V6C 3H1.

As at the date of this Information Circular, Enyo does not have any of its securities listed or quoted on any stock exchange, and has not applied to list the Enyo Shares on the CSE.

General Description of the Business

After completion of the Arrangement, Enyo will own the Spinco Properties and have assumed the Spinco Liabilities. Enyo intends to operate as a mineral exploration and development issuer. After completion of the Arrangement, its material property will be the Liard Property. It will continue to advance its Liard Property and Vanadium Property and seek other mining assets. The Liard Property is a fluorspar project situated in the Liard Mining Division, located in Northern British Columbia. See "*Spinco Properties"* below for further details regarding each of the Liard Property and Vanadium Property.

Intercorporate Relationships

Enyo does not have any subsidiaries.

General Development of the Business – Three Year History

Enyo was incorporated on June 24, 2022 and has had no business operations to date. Prior to the Effective Time, Enyo will complete the acquisition of the Spinco Properties and assume the Spinco Liabilities from Ares in consideration of $1,943,000 paid by the issuance of Enyo Spinout Shares. It is anticipated that Enyo will undertake one or more private placement offerings of securities after completion of the Arrangement in order to fund any exploration and development expenditures on the Spinco Properties, to satisfy the initial listing requirements of the CSE and for general working capital purposes.

Trends

Management of Enyo is not aware of any trend, commitment, event or uncertainty that is both presently known to management and reasonably expected to have a material effect on Enyo' business, financial condition or results of operations as at the date of this Information Circular, except as otherwise disclosed herein or except in the ordinary course of business.

Spinco Properties

Pursuant to a conveyance agreement to be entered between Ares and Enyo, Enyo will acquire the Spinco Properties and assume the Spinco Liabilities from Ares in consideration for the Enyo Spinout Shares. Set forth below is a summary of each of the Spinco Properties.

Liard Property

Upon completion of the Arrangement, Enyo's material property will be the Liard Property. Information of a scientific or technical nature in respect of the Liard Property is summarized from the independent NI 43-101 technical report prepared by Toby Hughes, P. Geo., titled "NI 43-101 Technical Report Liard Fluorspar" with an effective date of October ♦, 2022 (the "**Technical Report**"). The Technical Report is incorporated by reference herein and is available under Ares's profile on SEDAR at www.SEDAR.com.

Mr. Toby Hughes, P.Geo., author of the Technical Report, is the qualified person for the purposes of NI 43-101, and has reviewed and approved the scientific and technical information contained herein related to the Liard Property.

Summary of the Liard Property

Ares, and its wholly owned subsidiary, Enyo retained Toby Hughes, P. Geo. to provide a technical report on the Liard Property. Mr. Hughes is responsible for the preparation of the Technical Report on the Liard Property, which has been prepared in accordance with NI 43-101.

The Liard Property is located in the north-central portion of British Columbia (Figure 1 below), centered at approximately longitude 126°07' W and latitude 59°33' N, on NTS map sheet 094M/09. The centre of the project area is approximately 15 km north of the Liard Hot Springs Provincial Park, at Mile 497 on the Alaska Highway (Highway 97), approximately 200 kilometres northwest of Fort Nelson, British Columbia, and approximately 160 kilometres southeast of Watson Lake, Yukon. Known showings extend from approximately 59° 30.9' to 59° 35.7'N, and 126° 5.1' to 126° 9.5' W.

The Liard Property consists of 18 mineral claims, totaling 4,825 hectares. All of the mineral tenures are in the name of Ares, which is the recorded owner as to 100%. Details of each mineral tenure are summarized in Table 1 below.

Figure 1 - Location Map, Liard Property (also known as the Liard Fluorspar Project)

The mineral tenures comprising the Liard Property are set out in Table 1 below:

Table 1 - Mineral Tenure, Liard Property

Title Number	Claim Name	Owner	Title Type	Title Sub Type	Map Number	Issue Date	Area (ha)
1059353	TAM	285034 (100%)	Mineral	Claim	094M	2018/MAR/16	16.4171
1067349	TAM ASS RPT 3975	285034 (100%)	Mineral	Claim	094M	2019/MAR/20	32.828
1070990	TAM FLUORITE BARITE DEP	285034 (100%)	Mineral	Claim	094M	2019/SEP/11	65.6624
1072778	CLIFF	285034 (100%)	Mineral	Claim	094M	2019/NOV /17	32.8389
1075294		285034 (100%)	Mineral	Claim	094M	2020/MAR/18	16.3857
1075304		285034 (100%)	Mineral	Claim	094M	2020/MAR/18	32.8349
1075309		285034 (100%)	Mineral	Claim	094M	2020/MAR/18	16.4235
1075317		285034 (100%)	Mineral	Claim	094M	2020/MAR/18	16.3896
1075376		285034 (100%)	Mineral	Claim	094N	2020/MAR/21	16.3248
1075377		285034 (100%)	Mineral	Claim	094N	2020/MAR/21	16.3306
1075378		285034 (100%)	Mineral	Claim	094N	2020/MAR/21	16.3455

Title Number	Claim Name	Owner	Title Type	Title Sub Type	Map Number	Issue Date	Area (ha)
1075583		285034 (100%)	Mineral	Claim	094M	2020/APR/03	16.4234
1075584		285034 (100%)	Mineral	Claim	094M	2020/APR/03	147.7402
1075585		285034 (100%)	Mineral	Claim	094M	2020/APR/03	32.8308
1075720	SNOW	285034 (100%)	Mineral	Claim	094N	2020/APR/14	216.2537
1083188	LIARD FLUORSPAR BLOCK 1	285034 (100%)	Mineral	Claim	094M	2021/JUN/29	1641.2751
1083190	LIARD BLOCK 2	285034 (100%)	Mineral	Claim	094M	2021/JUN/29	884.8628
1083192	LIARD BLOCK 3	285034 (100%)	Mineral	Claim	094M	2021/JUN/29	1607.3271

Total area: 4,825 hectares

The Liard Property is located in the south of the Liard Plateau physiographic zone and north of the Rocky Mountain Foothills physiographic zone. It is approximately 210 kilometres direct, north-west from Fort Nelson airport, British Columbia, and approximately 160 kilometres south-east of Watson Lake, Yukon.

Access to the Liard Property from Fort Nelson, British Columbia is afforded via the Alaska Highway (No. 97) travelling westward, then proceeding in the north-west direction for 309 kilometres, turning off approximately five kilometres west of the Liard River bridge onto an un-marked, maintained gravel trail proceeding north to a regional communications tower at the top of the ridge.

Just before the tower, there is a trail heading north for at least 12 kilometres to several historic showings and the old exploration camp, near the Coral showing. Although a majority of the road network is visible from the air, it is partially overgrown, with timber fall, with small sections providing limited all-terrain vehicle access. Full access can be relatively easily achieved through brush work and minor chainsaw work.

Topography is uneven with locally, significant changes in slope and gradient. Overall, elevation varies from about approximately 430 metres above sea level at the Liard River, and 441 metres above sea level at the nearby Hot Springs, to 1,530 metres at the peak of Mount Halkett, less than three kilometres west of the Liard Property. Bedrock exposures on and near the Liard Property are typically found along steeper valleys near the top of hills, and in some instances form scarp faces, cliffs and canyons. With much of the Liard Property underlain by limestone, there are multiple karst-related features in the area and regionally.

Natural vegetation comprises white spruce and lodgepole pine with remnant stands of mature growth in a few areas. The majority of the Liard Property has been burned over, particularly in the late 1970's, resulting in expansive second growth pine and aspen.

The nearest major settlement is Fort Nelson, British Columbia, approximately 305km east, south-east, along Hwy 97. With a population of approximately 3,600 residents, and limited industry and services in Fort Nelson due largely to oil and gas downturns, the main source for technical personnel and equipment is Fort St. John, approximately 390 km south of Fort Nelson. Fort St. John, with about 25,000 residents, it is the hub for oil and gas exploration in northern British Columbia and southern Nunavut.

There are a few small hamlets and lodges/outposts between Fort Nelson and Watson Lake, Yukon Territory, however services are very limited and seasonal. The vast majority of goods transported between Alaska, and the contiguous US states are via Hwy 97 for shipment.

Fluorspar mineral showings were first discovered in the Liard River area in 1953 by prospectors in search of uranium mineralization. They identified fluorite, witherite and barite in several places along the gently dipping disconformity between shales of what were then referred to as the Upper Devonian Fort Creek Formation (now called Besa River Formation) and limestones of the Middle Devonian Ramparts Formation (now called Dunedin Formation). These

became the Gem showings, which are the most southerly occurrences in the area, approximately three kilometres north of Liard Hot Springs and seven kilometres south of the Liard Property. In 1954, Conwest Exploration Company Limited ("Conwest") bulldozed a road from Mile 498 on the Alaska Highway to the Gem showings, stripped the known exposures and collected and shipped a ~3.5 tonne (4 ton) bulk sample to Ottawa for metallurgical testing. Several new showings were found in the course of surveying and geological mapping on the property.

No further work was recorded in the area until the early 1970s. In July of 1971, regional prospecting by a four-man helicopter supported crew resulted in the discovery of additional fluorspar occurrences and in September 1971 claims were staked, an access road was built, and additional showings discovered. In total, 10 additional fluorspar mineral showings were found to the north of Gem: Henry, Bar, Fire, Cliff, Coral, Camp, Nick, Tam, Strap and Tee. Henry and Bar are south of the Liard Property, the other eight showings are on the property. Tee, the most northerly showing, is approximately 16 km north of the Gem showing, and 19 km north of the Alaska Highway. In 1971, many of the prospects and some general geology were briefly mapped and in September of that year, bulldozer trenching was completed at the Tam, Camp, Coral and Fire prospects and 576.4 m of BQ drilling was completed, comprising 492.9 mat Tam and the remainder on the Cliff prospect. In early 1972, a new company, Liard Fluorspar Mines Ltd. was formed to acquire the claims staked in 1971. They also acquired the Gem prospect from Conwest. In the summer of 1972, more geological mapping and diamond drilling were completed. Detailed maps of the prospects from this work, show the location of surface outcrops, drill holes, trenches and access trails.

Historic work is summarized in Table 2 below.

Table 2 – Historic Work on the Liard Area Fluorite Showings

Showing	Drilling, # of holes			Other Work	
	1971	1972	Total	Trenching	Grab sampling
Gem		17	17	Yes	
Camp				Yes	
Cliff	2	2	4		
Coral		12	12	Yes	
Fire		18	18	Yes	
Nick				Yes	
Strap					Yes
Tam	12	10	22	Yes	
Tee		3	3		

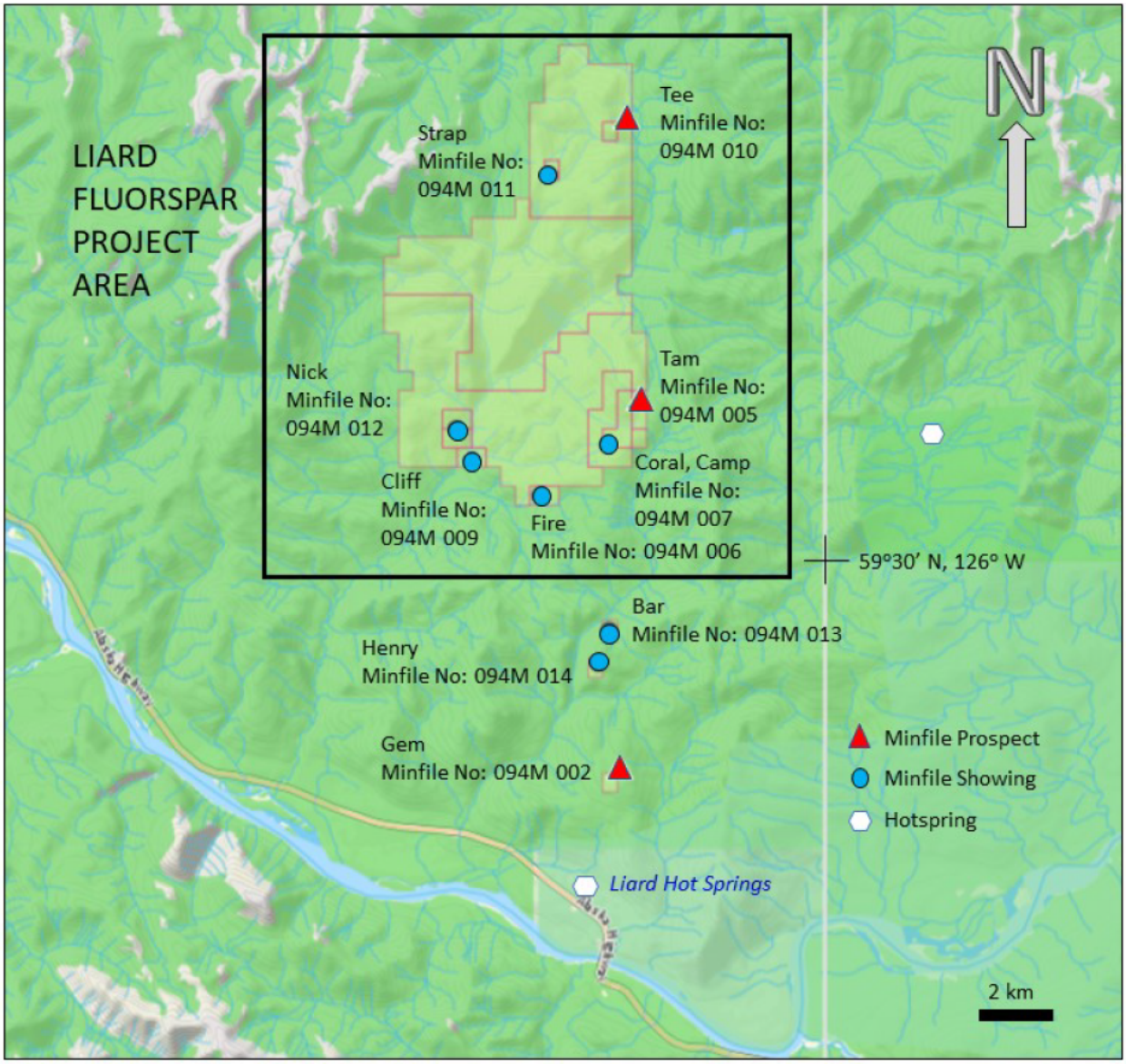
Table 3 - Summary of Historic Work on Liard Property from 2013

Summary of Historic Drilling and Bulk Sampling

Showing	Drill holes			1971-1972 Bulk Sample	
	1971	1972	Total		
GEM A	-	*4*	*4*		
GEM E	-	*15*	*15*		
CLIFF	2	2	4		Current Liard Fluorspar Property
CORAL	-	12	12	2	
FIRE	-	18	18	2	
TAM	12	11	23	6	
TEE	-	3	3		
CAMP	-	-	-		
TOTALS	**14**	**65**	**79**	**10**	

The revised figures for work including bulk samples. With loss of some drill data, totals could not be verified by the author of the Technical Report.

Figure 2 - The GEM showing is not in the Liard Property area.



The drill core from 1971 and 1972 was stored at the camp site set up to complete this work, however, the core racks have collapsed and no markings are visible on the boxes, so it cannot be used for any verification work.

In 1986, the fluorspar showings were re-staked as the Thor property, but there is no record of exploration work being done at that time. In 1988, the Tam, Tee and Gem showings were visited as part of a province-wide fluorspar survey conducted by the provincial government and grab samples collected for geochemical analyses (Table 3). Regional water and stream sediment samples were also collected as part of this study.

In 2012, Prima Fluorspar Corporation ("**Prima**"), which acquired the Liard Property, conducted a brief reconnaissance helicopter-supported exploration programme. The Coral, Fire, Tarn and Tee showings were visited, and 15 grab samples collected for whole-rock geochemistry.

No further work was reported by Prima and with complications arising out of overseas acquisitions and a drop in fluorspar prices, the claims were relinquished in 2014.

In 1971, drill core and surface bulk samples from the Coral, Fire and Tam prospects were submitted to Lakefield Research of Lakefield, Ontario, for metallurgical test work. A total of 39 tests, including mineralogy, grinding, floatation and ore dressing studies were carried out.

As reported by N.G. McCallum in 2013:

> *"Specific attention made to separate samples with varying geological compositions, i.e. limestone-breccia vs shale-breccia.*
>
> *The majority of the flotation tests used a "modified United States Bureau of Mines procedure", also referred to as the lignin sulphonate-sodium fluoride method.*
>
> *In general, a concentrate of greater than 93% CaF_2 was produced from all but one (low- grade) sample, with recoveries between 75 to 95 percent (with the exception of the low- grade sample).*
>
> *A discrepancy in the analytical testing was noted, and the "bidtel method" of analysis gave results which were 3.5 to 4.3 percent higher than the corresponding standard distillation method analysis. The authors of the report thereby concluded that fluorspar concentrate containing 93.5% CaF_2 by distillation would obtain 97%CaF_2 by the Bidtel method, and hence qualify as acid-grade product.*
>
> *The current author believes that the samples are representative of the expected deposits, as the historic operators selected the samples to represent varying amounts of limestone breccia and shale breccia. The assumption that the Bidtel method is more representative should be verified by modern processing and analytical work. The authors of the previous reports did not explain the reasoning behind the different grades, and what went into their assumption that the Bidtel method was more appropriate. The Bidtel analytical method was apparently still in use by some of the last producing fluorite producers (Ozark-Mahoning) in the Illinois-Kentucky district (Peng, 1996).*
>
> *The deleterious elements in a >97% CaF_2 acid-grade fluorspar include up to 1.5% $CaC0_3$, 1.0%$Si0_2$, 0.03 – 0.1% S, 10-12 ppm As and 100 - 550 ppm Pb (Bide et al. 2011).*
>
> *The historic results for those elements are included for three composite samples include between 0.44 - 1.40% CaC03 and 0.96 - 1.28% SiO_2. These indicate that a product below the carbonate threshold, and a silica content that is near the threshold can be produced. The 2012 sampling revealed less than 8 ppm Pb in the grab samples, so even with concentrating; the Pb content is likely to remain low. As and S were not analyzed for, but those levels are also expected to be quite low as the mineralization in general is very sulphur-poor. "*

This historic work has not been verified. Results are summarized in Table 4 below.

Table 4 - Summary of Historic Metallurgical Test Results (1971)

Sample Name	Sample Type	Showing	Sample Rock Type	Sample Weight (kg)	Head Assay % CaF2	Concentrate % CaF2*	% Recovery CaF2
Bulk Sample No. 1	Outcrop/pit composite	TAM	**Limestone breccia**	450- 540	60.5	94	89.5
Bulk Sample No. 2	Outcrop/pit composite	TAM	**Limestone breccia**	450- 540	49.78	93.7	90.4
Bulk Sample No. 3	Outcrop/pit composite	TAM	Shale breccia	450- 540	36.12	94.3	89.6
Bulk Sample No. 4	Outcrop/pit composite	CORAL	Limestone breccia - high grade	450- 540	64.88	93.8	95.3
Bulk Sample No. 5	Outcrop/pit composite	FIRE	Limestone breccia - vuggy	450- 540	42.94	94.2	87.6
Tam Prospect No. 1	Channel/trench composite	TAM	N.S.	N.S.	17.56	89.3	33.2
Tam Prospect No. 2	Channel/trench composite	TAM	N.S.	N.S.	63.44	93.7	95.4
Tam Prospect No. 3	Channel/trench composite	TAM	N.S.	N.S.	59.05	94.9	74.9
Coral Prospect No.1	Channel/trench composite	CORAL	N.S.	N.S.	53.68	95.5	55.8
Fire Prospect	Channel/trench composite	FIRE	N.S.	N.S.	50.75	93.5	89.9
Drill Core LBM Composite	Drill hole composite	TAM	Limestone breccia matrix	N.S.	33.5	93.6	83.5
Drill Core SBM Composite	Drill hole composite	TAM	Shale breccia matrix	N.S.	30.73	93.5	79.6

• *Distillation method; N.S.* = Not *specified*

A number of historic grade and tonnage estimates exist for the Liard Fluorspar deposits, however none of these are NI-43-101-compliant In 2013, N.G. McCallum concluded:

> *"The original drill logs and assays for the 79 drill holes have not been preserved in the public archives; and the search for these records in the private domain continues. This, in combination with the poor condition of the drill-core and the inability to re-locate the historic drill collars requires that the company will need to conduct its own drilling campaign in order to build a current resource estimate."*

The author of the Technical Report concurs with the statement by McCallum set out above. In addition, it is not always clear which showings are included in the historic resource estimates, and some may include showings that are not included in the current Liard Property area. New work will be necessary to evaluate the Liard Property.

The Liard fluorspar showings occur within the Foreland Belt of the Canadian Cordillera, which is an easterly verging zone of shallow thrust faulting and decollement folding, involving supracrustal rocks that were originally deposited on the western North American continental margin. They occur in the southernmost extension of the Mackenzie Mountains, which are dominated by north-south trending structures, and are north of the Rocky Mountains, which are characterized by northwest-southeast trending structures (Figure 3).

To the east of the Liard Property, Triassic (Mesozoic) strata of the Ludington, Toad and Grayling formations are exposed; these rocks were deposited in the Liard Basin, a sub-basin of the Western Canada Sedimentary Basin. Palaeozoic strata crop out at surface elsewhere in the region and become increasing older, as one moves west and southwest across the area (Figure 3). The Palaeozoic strata are a mix of coarse- and fine-grained elastic sediments and carbonate rocks and were deposited along the passive margin of North America. Rift-related elastic-dominated Cambrian and Ordovician strata of the Mount Roosevelt Formation (or equivalent) and Kechika Group are the oldest in the region, cropping out approximately 30 km to the south of the project area. These are unconformably overlain by a carbonate-dominated platform succession (Nonda, Muncho-McConnell, Wokkpash, Stone and Dunedin formations) that were deposited from the Silurian through to the Middle Devonian. The carbonate strata are overlain by a elastic-dominated upper Palaeozoic succession (the middle to upper Devonian, Mississippian and Pennsylvanian Besa River and Kindle formations) that records local block faulting and extension.

The structural style of the Mackenzie Mountains is dominated by broad anticlines that are cored by Neoproterozoic strata, with Palaeozoic strata preserved in the narrow synclines. Deformation occurred during the Cretaceous to early Cenozoic east-west compressional event associated with subduction and terrane accretion at the western margin of North America that resulted in formation of the Canadian Cordillera.

Figure 3 - Regional geology, Liard Property and Liard Basin

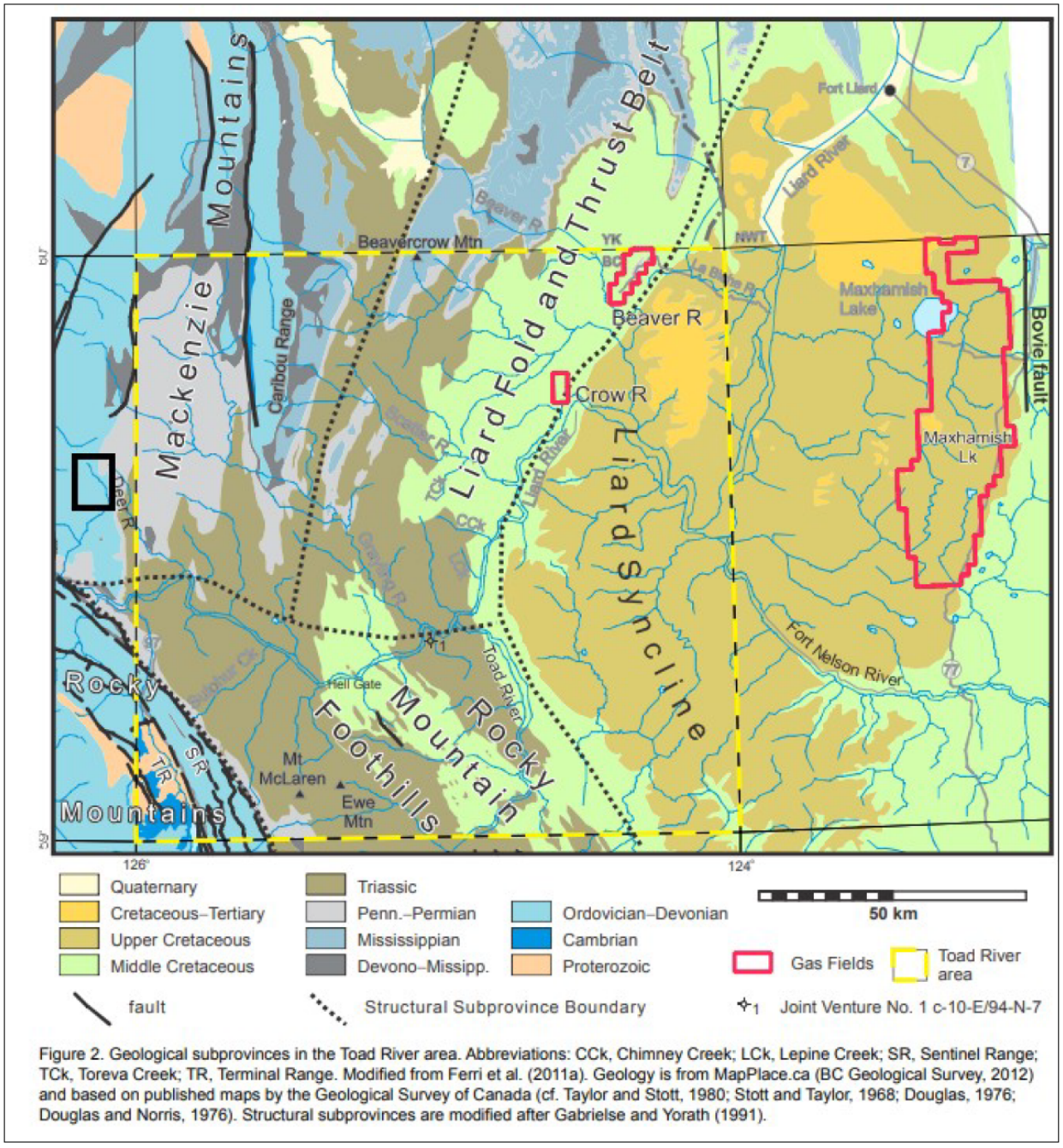


Figure 2. Geological subprovinces in the Toad River area. Abbreviations: CCk, Chimney Creek; LCk, Lepine Creek; SR, Sentinel Range; TCk, Toreva Creek; TR, Terminal Range. Modified from Ferri et al. (2011a). Geology is from MapPlace.ca (BC Geological Survey, 2012) and based on published maps by the Geological Survey of Canada (cf. Taylor and Stott, 1980; Stott and Taylor, 1968; Douglas, 1976; Douglas and Norris, 1976). Structural subprovinces are modified after Gabrielse and Yorath (1991).

Liard Property Geology

The Liard Property is underlain by Middle Devonian Dunedin Formation fossiliferous limestones and Middle to Upper Devonian to early Mississippian Besa River siltstones and shales.

Overlying the Dunedin Formation is a thick sequence of black shale, siltstone, minor calcareous siltstone/shale, sandstone and minor thin buff dolomitic layers that is considered to belong to the Besa River Formation

In the project area, the Dunedin Formation is exposed in the core of a broad, open antiform with a north-south-trending, south-plunging axis. Strata in the area are gently dipping and have been disturbed by localized faulting and brecciation

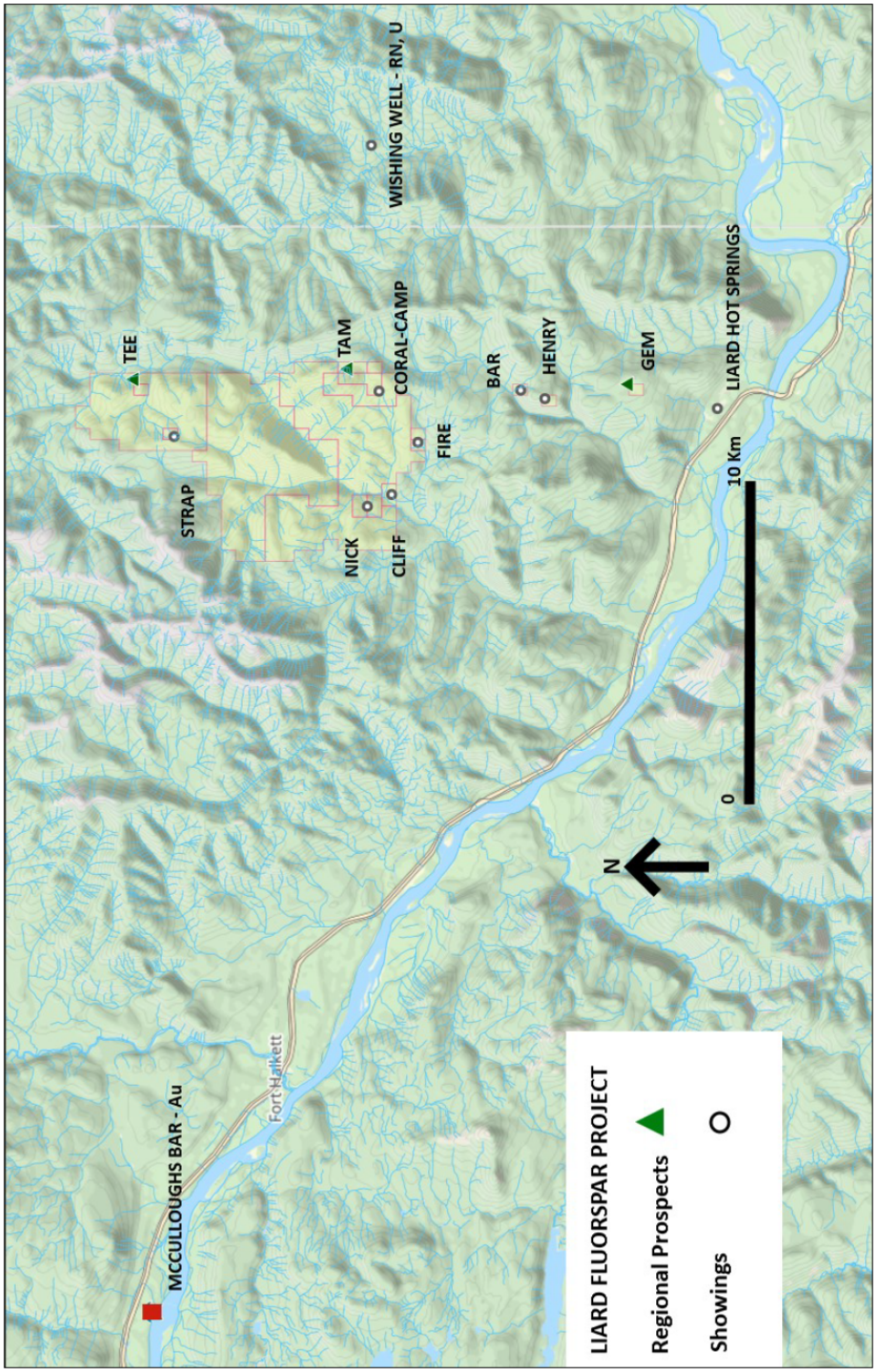
Mineralization

Mineralization in the Liard fluorspar showings consists predominantly of fluorite (CaF_2) and witherite ($BaCO_3$) and occurs at, or near, the contact between the Besa River shales and underlying Dunedin Formation limestones. In most of the showings, the majority of the mineralization occurs in the limestone; however, in some cases, minor amounts of fluorite and witherite are found in the shales overlying mineralized limestone, or, rarely, confined to the shales. Mineralization commonly occurs as infillings and replacements in limestone- or shale- breccias, or as veins or fracture fillings in the surrounding limestones and shales. Various styles of breccia have been reported, including crackle breccia, mosaic breccia and chaotic breccia.

In addition to fluorite and witherite, mineralized zones also contain barytocalcite ($BaCa(CO_3)_2$), minor barite ($BaSO_4$) and quartz. The fluorite can be fine-grained and dark grey to black, or coarse-grained in various shades of purple, mauve, grey or, rarely colourless or pale green. Coloured varieties are bleached pale to white on weathered surfaces. The fine-grained dark grey to black fluorite has a granular texture and is associated with fine-grained carbon. The barium minerals are generally fine-to coarse-grained and grey to white in colour. Calcite, powdery hydrocarbons and H2S gas are sometimes present but, along with some of the silica, are thought to be part of the original carbonate and shale sequence and not related to the mineralizing event.

Eight showings are present in the current Liard Fluorspar project area: TEE, STRAP, TAM, CORAL, CAMP, FIRE, CLIFF and NICK. Four other showings, TEASER, BAR, HENRY and GEM occur south of the current project area. The main showings in the Liard Property area have been previously mapped and described in detail in historical reports. Information from these reports is outlined below. Results of the historic sampling have not been verified, cannot be considered NI-43-101 compliant, and are included in the Technical Report and in this Information Circular for reference only. All the major showings are documented in the British Columbia Geological Survey Mineral Inventory (“Minfile”)

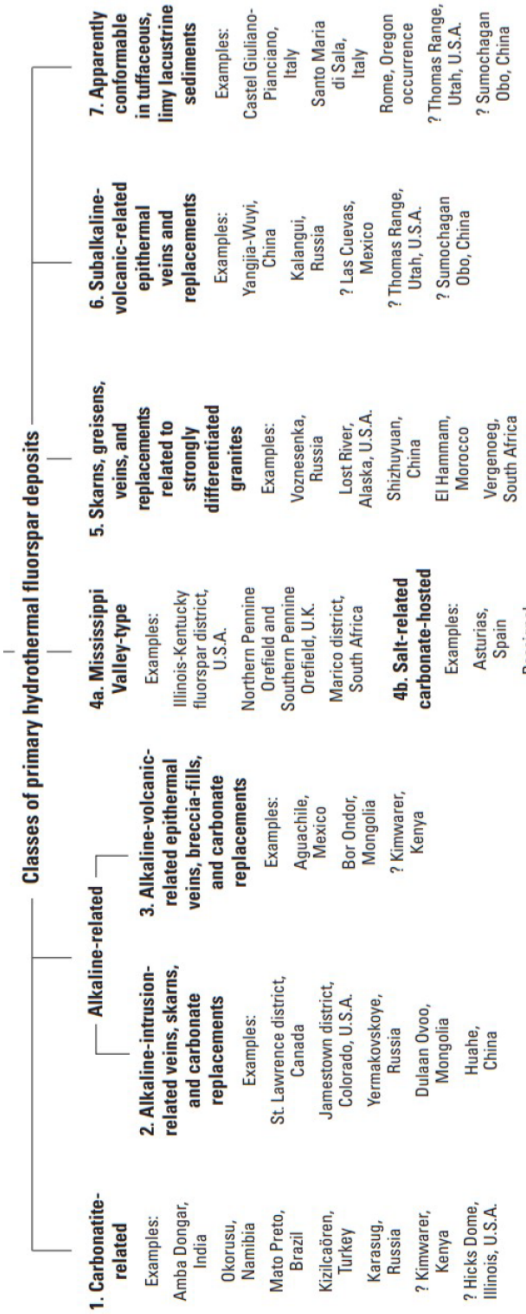
Figure 4


LIARD FLUORSPAR PROJECT
Regional Prospects
Showings
MCCULLOUGHS BAR - Au
Fort Halkett
TEE
STRAP
TAM
CORAL-CAMP
WISHING WELL - RN, U
NICK
CLIFF
FIRE
BAR
HENRY
GEM
LIARD HOT SPRINGS
N
0
10 Km

Deposit Types

Fluorspar deposits occur in a wide variety of geological environments. They can broadly be grouped into seven classes, reflecting a great variation of fluid temperatures and compositions, resulting from highly varied tectonic and magmatic settings (Figure 5).

Figure 5



The Liard fluorspar deposits are predominantly carbonate-hosted and would be most closely associated with the Class 4 (Mississippi Valley-type, “MVT”) deposits.

Exploration

The author of the Technical Report was unable to obtain any information on whether any exploration was conducted on the Liard Property between 2012 and 2021. In 2021, on the Tam occurrence, there was evidence of quite recent (less than one year old), sampling of the fluorspar, with selected grabs taken using apparently discarded or forgotten hammer and chisel (see ff). On September 1, 2021, the author of the Technical Report visited the Liard Property, accompanied by Raul Sanabria, Vice President, Exploration for Ares. The Liard Property examination entailed a preliminary study of the local geology and mineralized occurrences.

Drilling

Other than historical work, no recent drilling has been done at the Liard Property.

Mineral Processing and Metallurgical Testing

No recent mineral processing or metallurgical testing has been conducted. Historic work is summarized in Section 6.2 Historic Mineral Processing and Metallurgical Testing.

No recent NI-43-101 compliant mineral resource estimates exist. Historic work is set out in the Technical Report under the section titled, “Historic Grade and Tonnage Estimates”.

Conclusions and Recommendations

The author of the Technical Report verified two well-developed fluorspar mineralized showings.

The author of the Technical Report believes that the Liard Property is an underexplored exploration project with good potential for the discovery of a large mineralized system indicated by the extent of mineralization, historic showings, and the results from exploration programmes completed by previous operators.

For nearly all known showings, there appears to be a strong spatial relationship between fluorspar mineralization and the Dunedin-Besa River formations contact. At this stage, structural controls are less well defined, but recommended work (below) would improve the understanding of such. Any major change in fold geometry at the Besa-Dunedin boundary could result in the formation of potentially economic ‘traps’ for fluorspar-mineralization.

The Fall LiDAR/DEM survey results provides valuable and detailed information on the extent of historic workings and significantly aids their definition, particularly as several are now partially overgrown. Structural interpretation using the data will be most useful.

All drilling is of an historic nature, and implementation of a new programme requires significant surface work, combining detailed mapping and systematic sampling to establish and verify workings and possibly drill sites, and developing a robust GIS database.

Geophysical surveying by resistivity or IP would be beneficial in locating subsurface mineralization and delineating potentially favourable faulting. Simple VLF-EM can also be effective as would be the use of a portable XRF (X-ray fluorescence) machine.

As stated above, the vast majority of the Liard Property remains underexplored and a better understanding of the geology would be achieved in part by a property-wide reconnaissance mapping and prospecting programme.

The following exploration work was recommended in the Technical Report for the Liard Property:

Phase I

Structural analysis using the DEM data which may show faults and folding pertinent to physical controls on mineralization.

Either establish a base at the Liard Hot Springs resort or an on-property camp, both of which would require helicopter support. For the first 1-2 months, trail restoration would necessitate using the resort as at least a temporary base of operations.

Using the LiDAR/DEM data, flag old routes to all showings and assess them for upgrading to permit at least ATV access on all.

The author of the Technical Report believes that permitting for this work should commence as soon as possible due to the extent of the roads and trails.

Field check old workings and accurately locate using GPS. Amend/correct historic data as where/when necessary. Collate all surface and drill information into a digital format.

The road north from the communications tower should be re-established to permit ATV access to the old camp and TAM. Old roads to other historic showings could also be cleaned out, based on results from mapping and sampling. Road widening to provide larger vehicular access, e.g. bulldozer or backhoe would be predicated on positive findings.

Obtain a work permit for trail or road re-construction to the old camp site and TAM as soon as possible.

Strip and map all the known historic showings to provide accurate modem geological data. Tie in data to historical records to produce a more accurate geology of the historic showings, and extent of past work.

Phase II

Based on the historical work, it is possible Tam will form the priority target. Geophysical surveying is recommended prior to implementing a drill programme with the aim to obtain an indicated resource meeting current industry and regulatory requirements.

Drilling on other targets on the Liard Property would be predicated on results from Tam, including metallurgical work thereon.

Vanadium Property

Pursuant to the Conveyance Agreement, Enyo will also acquire the Vanadium Property from Ares. Below is a summary of certain scientific and technical information respecting the Vanadium Property.

The Vanadium Property is approximately 5.5km long and 4km wide and located near the town of Barrière, British Columbia, approximately 60km north of the city of Kamloops, the central business hub and a historic mining area of British Columbia. Access to the Vanadium Property is by the Westside Road that runs from Kamloops to Barrière along the western shore of the North Thompson River. The underlying geology is characterized by volcanic derived sedimentary rocks of the Late Paleozoic Harper Ranch Group. These rocks, which include mudstones, limestones and andesites, have been intruded by a complex pluton (Poison Creek pluton) composed of: amphibolitic gabbros, amphibolitic diorites, diorites granodiorites, and granites. In the contact between the carbonatic rocks and the igneous rocks, during the emplacement of the pluton, contact metamorphism has produced skarns; resulting in the development of magnetite rich seams and pods of potential economic interest as a source of iron ore.

An exploration program conducted in 2008 by a previous holder included a ground magnetic survey carried out at 25 metre sample intervals in lines spaced 50 meters apart that covered almost the entire magnetic anomaly

delineated by the 2006 airborne geophysical survey conducted by Sanders Geophysics Ltd. The ground magnetic survey was conducted to better define any potential mineralized structures or mineralized zones within this anomaly. Also conducted during the 2008 program was the extension of a 2007 soil survey grid to the south. The soil grid was completed in hopes of delineating new precious or base metal anomalies associated with the intrusion. The survey consisted of 357 samples and covered an area of 1.5 km2. Assay results showed a well-defined vanadium anomaly coincident with the magnetic-high anomalies detected during the ground magnetic survey (portable magnetometer) completed that same year.

The follow up work focused in detail contouring of the coincident magnetic anomaly with a vanadium in-soil anomaly resulted in the discovery of massive and disseminated vanadium-rich magnetite (*coulsonite*) lenses and seams. Two significant magnetic anomalies, Iron Mist (240x300 meters) and Iron Ridge (650x250 meters), were later surveyed with a portable magnetometer in a 5x5 meter spacing grid in order to define continuity of the exposed magnetite-rich seams covered by shallow overburden. A third anomaly, Irony (550x250), shows disseminated magnetite in a coarse-grained amphibolitic gabbro; also coincident with a vanadium in-soil anomaly. Several other anomalies, smaller in size, were also identified and have the potential to host iron mineralization as well, or being connected beyond the penetration capacity of the portable magnetometer at depth to show in the interpreted maps. These magnetite showings appear to be associated with skarn mineralization which developed during the emplacement of the Poison Creek pluton and related intrusive events. The iron mineralization occurs as massive replacements and disseminations of magnetite along the southwestern contact of the complex amphibolitic-gabbro/diorite intrusion and meta-sediments of the Harper Ranch formation (volcaniclastics and sedimentary rocks).

The Vanadium Property is characterized by a vanadium-rich magnetite mineralization was discovered following a release by the Provincial Government of a regional airborne magnetic survey pointing at a very localized and intense magnetic anomaly in Barriere. Follow up surface mapping and ground geophysics resulted in well-defined magnetic anomalies and vanadium-rich magnetite mineralization exposed right at surface within a very coarse grained gabbro and gabbro-diorite intrusion and related *skarns*.

A preliminary diamond drill program was completed in November 2009 to test the continuity of the previously discovered magnetic anomalies at depth for an aggregate of 658 meters of diamond drilling in 7 shallow holes. The program was distributed in two separate zones: the Vanadium Property prioritized targets (magnetic anomalies coincident with Vanadium in-soil anomalies). The program resulted in the discovery of multiple massive magnetite seams and pods. Seven drill holes intersected broad intervals of magnetite mineralization with three of them ending in magnetite-rich mineralized zones. Initial metallurgical testing of the magnetite / vanadium produced concentrate averaging 67% iron, 93% magnetite, and 0.74% vanadium with possible DSO (direct shipping ore). The assays also indicate that the magnetite is coarse-grained, soft, and that silica is not bound in magnetite. Crushing produces a good liberation of silica at 106 microns resulting in a high-grade magnetite concentrate even in samples with disseminated magnetite. Elevated levels of vanadium in the concentrate may prove economically viable thereby adding significant value to the concentrate.

Description of the Enyo Shares

The authorized capital of Enyo consists of an unlimited number Enyo Shares without par value. On completion of the Arrangement, it is anticipated that the only outstanding Enyo Shares will be the Enyo Spinout Shares.

Dividend Policy

Enyo has not paid dividends since its incorporation. Enyo currently intends to retain all available funds, if any, for use in its business and does not anticipate paying any dividends for the foreseeable future.

Voting and Other Rights

Holders of Enyo Shares are entitled to one vote per Enyo Share at all meetings of Enyo Shareholders, to receive dividends as and when declared by the directors and to receive a pro rata share of the assets of Enyo available for

distribution to holders of Enyo Shares in the event of liquidation, dissolution or winding up of Enyo. All rank *pari passu*, each with the other, as to all benefits which might accrue to the holders of Enyo Shares.

Consolidated Capitalization

Enyo has not completed a financial year. There have not been any material changes in the share and loan capital of Enyo since the date of incorporation other than the proposed issuance of the Enyo Spinout Shares to Ares prior to the Effective Time. See the audited financial statements of Enyo as at the date of incorporation on June 24, 2022 appended as Schedule "F" to this Information Circular, and the Carve Out Financial Statements of Ares and related management discussion and analysis appended as Schedule "H" and Schedule "I", respectively, to this Information Circular.

Options and Other Rights to Purchase Shares

The Enyo Board has adopted the Enyo Equity Incentive Plan, subject to approval by the Ares Shareholders and, if required, the CSE. The purpose of the Enyo Equity Incentive Plan is to allow Enyo to grant certain forms of equity-based compensation, such as Options, RSUs, DSUs and PSUs (as such terms are defined in this Information Circular), to directors, officers, employees and consultants, as additional compensation, and as an opportunity to participate in the success of Enyo. The granting of such equity-based forms of compensation is intended to align the interests of such persons with that of the Enyo Shareholders. The terms of the Enyo Equity Incentive Plan are virtually identical to those of the Ares Equity Incentive Plan adopted by the Ares Board, and as further described in this Information Circular. See "*Particulars of Matters to be Acted Upon – Approval of Enyo Equity Incentive Plan*".

No equity-based compensation has been granted under the Enyo Equity Incentive Plan or otherwise since incorporation.

The full text of the Enyo Equity Incentive Plan is available for viewing up to the date of the Meeting at Ares's head office located at Suite 1001 – 409 Granville Street, Vancouver, British Columbia V6C 1T2 and will also be available for review at the Meeting.

Upon completion of the Arrangement, Enyo will have approximately 204,950 Enyo Options outstanding, held by Ares Optionholders which will be issued pursuant to the Plan of Arrangement. These Enyo Options will be issued pursuant to and will be subject to the terms of the Enyo Equity Incentive Plan, and the rules and policies of the CSE. In addition, Enyo will have obligations to issue approximately 1,455,342 Enyo Shares upon exercise of Ares Warrants, all in accordance with the terms of the Plan of Arrangement. In addition, Enyo intends to grant Enyo Options to the new directors, officers, employees and consultants pursuant to and subject to the terms and limits in the Enyo Equity Incentive Plan.

Prior Sales

Enyo has not issued any shares except one incorporation Enyo Share to Ares on June 24, 2022 for consideration of $1.00. This share will be cancelled upon closing of the Arrangement. Prior to the Effective Time, Enyo intends to issue the Enyo Spinout Shares to Ares to complete the acquisition of the Spinco Properties.

Escrowed Securities and Securities Subject to Contractual Restriction on Transfer

There are no Enyo Shares currently held in escrow or that are subject to a contractual restriction on transfer. On completion of the Arrangement, all Enyo Shares held by principals of Enyo will be subject to the escrow requirements of the CSE.

Resale Restrictions

See "*Particulars of matters to be Acted Upon – Approval of the Arrangement -Securities Law Considerations*" in this Information Circular.

There is currently no market through which the Enyo Shares may be sold and, unless the Enyo Shares are listed on a stock exchange, Ares Shareholders may not be able to resell the Enyo Shares. There can be no assurances that Enyo will be able to obtain such a listing on the CSE or any other stock exchange.

Principal Shareholders

To the knowledge of the directors and executive officers of Enyo, and based on existing information as of the date hereof, no person or company, upon completion of the Arrangement will, beneficially own, or control or direct, directly or indirectly, voting securities of Enyo carrying 10% or more of the voting rights attached to any class of voting securities of Enyo.

Directors and Officers

The following table sets forth certain information with respect to each proposed director and executive officer of Enyo:

Name, Province or State, and Country of Residence and Position(s)[1][2]	**Principal Occupation During Past Five Years**[1]	**Number of Enyo Shares Beneficially Owned, Controlled or Directed, Directly or Indirectly, Immediately Following the Completion of the Arrangement**[3]	**Percentage of Enyo Shares Issued and Outstanding Immediately Following the Completion of the Arrangement**[4]
James Walker British Columbia President, CEO and Director	CEO of Enyo since June 24 2022; President, CEO and Director of Ares since December 1, 2019	636,389	4.67%

Name, Province or State, and Country of Residence and Position(s)[1][2]	Principal Occupation During Past Five Years[1]	Number of Enyo Shares Beneficially Owned, Controlled or Directed, Directly or Indirectly, Immediately Following the Completion of the Arrangement[3]	Percentage of Enyo Shares Issued and Outstanding Immediately Following the Completion of the Arrangement[4]
Paul Sarjeant Ontario, Canada Director	Director of Ares since October 13, 2011. Mr. Sarjeant is a Professional Geologist who has been involved in mineral exploration and development in North and South America and throughout Africa, Asia and Europe for more than 25 years. He holds a BSc (Honours) in geological sciences from Queen's University in Kingston, Ontario and is a member of the Association of Professional Geoscientists of Ontario. Mr. Sarjeant has previously held management positions in several junior mining companies. He currently is founder of Doublewood Consulting Inc., a consulting company that provides management and technical advice and services to the exploration/mining sector. Mr. Sarjeant serves as a director, Qualified Person and consultant to a number of private and public mining companies. Currently Mr. Sarjeant acts as Manager of Geology for Largo Resources Ltd.	3,125	0.02%
Changxian Li Beijing, PRC Director	Mr. Changxian Li has over 30 years of experience in trading between China and the rest of the world. As a manager of Mitsubishi Corporation in China, he was responsible for their iron ore trading operations. After this, he established a resources trading investment and company, Normet Industries Limited, which primarily invested in and traded iron ore and steel products between China and the United States, Canada and Australia. He currently is the founder and partner of OMC Investments Limited, which primarily focus on new resource supply for fast growing China market.	96,490	0.71%
Bob Li Shanghai, PRC Director	Director of Ares since June 9, 2020 Mr. Bob Li is the Managing Director of the Mujim Group, one of Asia largest fluorspar producers. Mr. Li operates several fluorspar mines in Thailand and Laos, as well as fluorspar trading companies in India, China, and the UAE.	907,534	6.65%

Name, Province or State, and Country of Residence and Position(s)[1][2]	Principal Occupation During Past Five Years[1]	Number of Enyo Shares Beneficially Owned, Controlled or Directed, Directly or Indirectly, Immediately Following the Completion of the Arrangement[3]	Percentage of Enyo Shares Issued and Outstanding Immediately Following the Completion of the Arrangement[4]
Raul Sanabria British Columbia, Canada Director	Director of Ares since June 1, 2019 Mr. Sanabria has over 20 years of international experience as an exploration and mine geologist in a variety of mineral deposits. He started his career working 5 years for MINERSA Group, the largest European Fluorspar Producer. He is VP Exploration for Rover Metals Corp. and recently worked as Senior Exploration Manager for Tudor Gold Corp., Chief Geologist for Red Eagle Exploration, and VP Exploration of American Creek Resources Ltd., G4G Resources Ltd., and Northern Iron Corp. He was President and CEO of Condor Precious Metals Inc. Currently he is President of Malabar Gold Corp./Minera La Fortuna SAS focused on small scale gold production and toll milling in Colombia	53,200	0.39%
Ron Woo British Columbia, Canada Director	Mining Engineer, P. Eng, MBA, with over 22 years of experience. Currently President of Gold Mountain Mining Corp. Previously: CEO for Bayshore Minerals Inc, COO for Rover Metals, Project Manager for Ledcor; Technical Services Manager for Western Coal Corp, Senior Mine Engineer for Hunter Dickinson.	Nil	Nil%
Viktoriya Griffin British Columbia, Canada CFO	CFO of Ares since January 1, 2018	20,000	0.00%

(1) The information as to residence and principal occupation, not being within the knowledge of Ares or Enyo, has been furnished by the respective directors and officers individually.

(2) Directors serve until the earlier of the next annual general meeting or their resignation.

(3) The information as to securities beneficially owned or over which a director or officer exercises control or direction, not being within the knowledge of Ares or Enyo, has been furnished by the respective directors and officers individually based on shareholdings in Ares as of the date of this Information Circular.

(4) Assuming approximately 13,600,000 Enyo Shares are outstanding after completion of the Arrangement.

Upon the completion of the Arrangement, it is expected that the directors and executive officers of Enyo as a group, will beneficially own, directly or indirectly, or exercise control or direction over an aggregate of approximately 3,915,569 Enyo Shares, representing approximately ♦% of the issued Enyo Shares assuming approximately 13,600,000 Enyo Shares are outstanding after completion of the Arrangement.

The principal occupations of each of the proposed directors and executive officers of Enyo within the past five years are disclosed in the table above.

James Walker – President, Chief Executive Officer and a Director

James Walker, 39

Mr. Walker is expected to commit approximately 50% of his time to Enyo's business. He has not executed a non-competition or non-disclosure agreement with Enyo.

Paul Sarjeant – Director

Paul Sarjeant, 62

Mr. Sarjeant is expected to commit approximately 10% of his time to Enyo's business. He has not executed a non-competition or non-disclosure agreement with Enyo.

Changxian Li – Director

Changxian Li, 53

Mr. Changxian Li will not work full time for Enyo but will devote such time as is required in connection with his duties. Management of Enyo does not anticipate that Mr. Changxian Li will enter into a non-competition or non-disclosure agreement with Enyo.

Bob Li – Director

Bob Li, 43

Mr. Bob Li will not work full time for Enyo but will devote such time as is required in connection with his duties. Management of Enyo does not anticipate that Mr. Bob Li will enter into a non-competition or non-disclosure agreement with Enyo.

Raul Sanabria – Director

Raul Sanabria, 44

Mr. Sanabria will not work full time for Enyo but will devote such time as is required in connection with his duties. Management of Enyo does not anticipate that Mr. Sanabria will enter into a non-competition or non-disclosure agreement with Enyo.

Ron Woo – Director

Ron Woo, 46

Mr. Woo will not work full time for Enyo but will devote such time as is required in connection with his duties. Management of Enyo does not anticipate that Mr. Woo will enter into a non-competition or non-disclosure agreement with Enyo.

Viktoriya Griffin – Chief Financial Officer

Viktoriya Griffin, 38

Mrs. Griffin will not work full time for Enyo, but will devote such time as is required in connection with her duties. She has not entered into a non-competition or non-disclosure agreement with Enyo.

Corporate Cease Trade Orders, Bankruptcies, Penalties or Sanctions or Individual Bankruptcies, Penalties or Sanctions or Individual Bankruptcies

Other than as disclosed below, to the knowledge of Enyo, no director or executive officer:

(a) is, as at the date of this Information Circular, or has been, within ten years before the date of this Information Circular, a director, chief executive officer or chief financial officer of any company (including Enyo) that:

(i) was the subject, while the director was acting in that capacity as a director, chief executive officer or chief financial officer of such company, of a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days; or

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

(c) has, within the ten years before the date of this Information Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the director;

Paul Sarjeant, currently a director of Ares and Enyo, was a director of G4G Resources Ltd. ("**G4G**", subsequently changed to White Gold Corp.) until his departure on May 8, 2013. G4G failed to file its audited annual financial statements and management discussion and analysis and the British Columbia Securities Commission issued a cease trade order respecting the securities of G4G on May 8, 2013. The cease trade order was subsequently revoked on August 7, 2013.

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

(a) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or

(b) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable security holder in deciding whether to vote for a proposed director.

Indebtedness of Directors, Executive Officers and Senior Officers

There is and has been no indebtedness of any director, executive officer or senior officer or associate of any of them, to or guaranteed or supported by Enyo during the period from incorporation.

Conflicts of Interest

The common directors and officers of Ares and Enyo are not expected to be subject to any conflicts of interest.

Statement of Executive Compensation

Compensation Discussion and Analysis

Enyo was incorporated on June 24, 2022 and, accordingly, has not yet completed a financial year and has not yet developed a compensation program. Enyo anticipates that it will adopt a compensation program that reflects its stage of development, the main elements of which are expected to be comprised of base salary, option-based awards and annual cash incentives, which elements are similar to those paid by Ares and described in this Information Circular. Please see "*Ares Strategic Mining Inc. – Statement of Executive Compensation for Ares*" in this Information Circular. There will be a cost-sharing arrangement between Ares and Enyo to be implemented upon completion of the Arrangement.

Summary Compensation

Enyo was incorporated on June 24, 2022 and has not yet completed a financial year. No compensation has been paid to date. In addition, it has no compensatory plan or other arrangements in respect of compensation received or that may be received by its Chief Executive Officer or its Chief Financial Officer in its current financial year.

Following the completion of the Arrangement, Enyo will establish a Compensation Committee (the "**Compensation Committee**"), which will administer the compensation mechanisms to be implemented by the Enyo Board. The individuals that will be appointed to the Compensation Committee, once formed, will each have direct experience that is relevant to their responsibilities in determining executive compensation for Enyo.

On an annual basis, the Compensation Committee will review the compensation of the Named Executive Officers to ensure that each is being compensated in accordance with the objectives of Enyo' compensation program, which will be to:

- provide competitive compensation that attracts and retains talented employees;
- align compensation with shareholder interests;
- pay for performance;
- support the Enyo's vision, mission and values; and
- be flexible to recognize the needs of Enyo in different business environments.

Enyo does not currently have any compensation policies or mechanisms in place. The compensation policies are anticipated to be comprised of three components; namely, base salary, equity compensation in the form of stock options, and discretionary performance-based. In addition, Named Executive Officers will be entitled to participate in a benefits program to be implemented by Enyo. A Named Executive Officer's base salary will be intended to remunerate the Named Executive Officer for discharging job responsibilities and will reflect the executive's performance over time. Base salaries are used as a measure to compare to, and remain competitive with, compensation offered by competitors and as the base to determine other elements of compensation and benefits. The stock option component of a NEO's compensation, which includes a vesting element to ensure retention, will aim to meet the objectives of the compensation program to be implemented, by both motivating the executive towards increasing share value and enabling the executive to share in the future success of Enyo. Discretionary performance-based bonuses will be considered from time to time to reward those who have achieved exceptional

performance and meet the objectives of Enyo' compensation program by rewarding pay for performance. Other benefits will not form a significant part of the remuneration package of any of the Named Executive Officers of Enyo.

The Enyo Board has adopted the Enyo Equity Incentive Plan, which plan is also subject to approval by the CSE. The Enyo Equity Incentive Plan will be substantially similar to the Ares Equity Incentive Plan and which, once implemented, will allow for the granting of incentive stock options to its officers, employees and directors. The purpose of granting such options would be to assist Enyo in compensating, attracting, retaining and motivating the directors of Enyo and to closely align the personal interests of such persons to that of the shareholders of Enyo. For a summary of the terms of the Enyo Equity Incentive Plan see "*Particulars of Matters to be Acted Upon – Approval of Enyo Equity Incentive Plan".*

Equity-Based Awards

The purpose of the Enyo Equity Incentive Plan is to allow Enyo to grant options to directors, officers, employees and consultants, as additional compensation, and as an opportunity to participate in the success of Enyo. The granting of such options is intended to align the interests of such persons with that of the shareholders. The Enyo Equity Incentive Plan, once implemented, will be used to provide stock options which will be awarded based on the recommendations of the directors of Enyo, taking into account the level of responsibility of such person, as well as his or her past impact on or contribution to, and/or his or her ability in future to have an impact on or to contribute to the longer term operating performance of Enyo. In determining the number of options to be granted, Enyo Board will take into account the number of options, if any, previously granted, and the exercise price of any outstanding options to ensure that such grants are in accordance with the policies of the CSE and to closely align the interests of such person with the interests of shareholders. The Enyo Board will determine the vesting provisions of all stock option grants.

Incentive Plan Awards

Enyo does not have any incentive plans, pursuant to which compensation that depends on achieving certain performance goals or similar conditions within a specified period is awarded, earned, paid or payable to its Named Executive Officers. Other than the Enyo Options that the Named Executive Officers will receive on completion of the Arrangement, Enyo has made no option-based or share-based awards to any of its Named Executive Officers.

Pension Plan Benefits

Enyo does not have a pension plan that provides for payments or benefits to the Named Executive Officers at, following, or in connection with retirement.

Termination of Employment, Change in Responsibilities and Employment Contracts

Enyo has no employment contracts between it and either of its Named Executive Officers. Further, it has no contract, agreement, plan or arrangement that provides for payments to a Named Executive Officer following or in connection with any termination (whether voluntary, involuntary or constructive), resignation, retirement, a change of control of Enyo or its subsidiaries, if any, or a change in responsibilities of a Named Executive Officer following a change of control. Enyo will consider entering into contracts with its Named Executive Officers following completion of the Arrangement.

Defined Benefit or Actuarial Plan Disclosure

Enyo has no defined benefit or actuarial plans.

Director Compensation

Enyo currently has no arrangements, standard or otherwise, pursuant to which directors are compensated by Enyo for their services in their capacity as directors, or for committee participation, involvement in special assignments or for services as a consultant or expert since its incorporation on June 24, 2022 and up to and including the date of this Information Circular.

Upon completion of the Arrangement, Enyo will adopt a compensation program for directors. The objectives of the director compensation program will be to attract, retain and inspire performance of members of the Enyo Board of a quality and nature that will enhance Enyo' growth. The compensation will be intended to provide an appropriate level of remuneration considering the experience, responsibilities, time requirements and accountability of directors. The philosophy, and market comparisons and review with respect to director compensation, will be the same as for the executive compensation programs to be implemented by Enyo.

The Enyo Equity Incentive Plan, once implemented, will allow for the granting of incentive stock options to its officers, employees and directors. The purpose of granting such options would be to assist Enyo in compensating, attracting, retaining and motivating the directors of Enyo and to closely align the personal interests of such persons to that of the shareholders of Enyo.

No stock options or any other security-based compensation has been granted or awarded by Enyo since the date of its incorporation on June 24, 2022.

Aggregate Options Exercised and Option Values

No stock options have been granted by Enyo or exercised since the date of its incorporation on June 24, 2022.

Audit Committee and Corporate Governance

Audit Committee

Enyo will appoint an Audit Committee following the completion of the Arrangement. Each member of the Audit Committee to be appointed will have adequate education and experience that is relevant to their performance as an audit committee member and, in particular, the requisite education and experience that have provided the member with 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 Enyo's financial statements.

It is intended that the Audit Committee will establish a practice of approving audit and non-audit services provided by the external auditor. The Audit Committee intends to delegate to its Chair the authority, to be exercised between regularly scheduled meetings of the Audit Committee, to preapprove audit and non-audit services provided by the independent auditor. All such preapprovals would be reported by the Chair at the meeting of the Audit Committee next following the pre-approval.

The charter to be adopted by the Audit Committee is expected to be substantially similar to that of Ares's Audit Committee, which is appended to this Information Circular as Schedule "K".

To date, Enyo has paid no fees to its external auditor.

Corporate Governance

Please refer to Schedule "J" for the required disclosure under National Instrument 58-101 – *Disclosure of Corporate Governance Practices* for Enyo.

Risk Factors

In addition to the other information contained in this Information Circular, the following factors should be considered carefully when considering risk related to Enyo's proposed business.

Nature of the Securities and No Assurance of any Listing

Enyo Shares are not currently listed on any stock exchange and there is no assurance that the Enyo Shares will be listed. Even if a listing is obtained, the holding of Enyo Shares will involve a high degree of risk and should be undertaken only by investors whose financial resources are sufficient to enable them to assume such risks and who have no need for immediate liquidity in their investment. Enyo Shares should not be held by persons who cannot afford the possibility of the loss of their entire investment. Furthermore, an investment in securities of Enyo should not constitute a major portion of an investor's portfolio.

Possible Non-Completion of Arrangement

There is no assurance that the Arrangement will receive regulatory, stock exchange, Court or shareholder approval or will be completed. If the Arrangement is not completed, Enyo will remain a private company and a wholly-owned subsidiary of Ares. If the Arrangement is completed, Enyo Shareholders (which will consist of Ares Shareholders who receive Enyo Shares) will be subject to the risk factors described below relating to resource properties.

Limited Operating History

Enyo was incorporated on June 24, 2022 and has a limited operating history and no operating revenues.

Dependence on Management

Enyo will be very dependent upon the personal efforts and commitment of its directors and officers**.** If one or more of Enyo' proposed executive officers become unavailable for any reason, a severe disruption to the business and operations of Enyo could result, and Enyo may not be able to replace them readily, if at all. As Enyo' business activity grows, Enyo will require additional key financial, administrative and mining personnel as well as additional operations staff. There can be no assurance that Enyo will be successful in attracting, training and retaining qualified personnel as competition for persons with these skill sets increase. If Enyo is not successful in attracting, training and retaining qualified personnel, the efficiency of its operations could be impaired, which could have an adverse impact on Enyo' future cash flows, earnings, results of operations and financial condition.

Enyo's operations are subject to human error

Despite efforts to attract and retain qualified personnel, as well as the retention of qualified consultants, to manage Enyo' interests, and even when those efforts are successful, people are fallible and human error could result in significant uninsured losses to Enyo. These could include loss or forfeiture of mineral claims or other assets for non-payment of fees or taxes, significant tax liabilities in connection with any tax planning effort Enyo might undertake and legal claims for errors or mistakes by Enyo personnel.

Financing Risks

If the Arrangement is completed, additional funding will be required to conduct future exploration programs on the Spinco Properties and to conduct other exploration programs. If Enyo's proposed exploration programs are successful, additional funds will be required for the development of an economic mineral body and to place it in commercial production. The only sources of future funds presently available to Enyo are the sale of equity capital, or the offering by Enyo of an interest in its properties to be earned by another party or parties carrying out exploration or development thereof. There is no assurance that any such funds will be available for operations.

Failure to obtain additional financing on a timely basis could cause Enyo to reduce or terminate its proposed operations.

Conflicts of Interest

Certain directors and officers of Enyo are, and may continue to be, involved in the mining and mineral exploration industry through their direct and indirect participation in corporations, partnerships or joint ventures which are potential competitors of Enyo, including possibly Ares. Situations may arise in connection with potential acquisitions in investments where the other interests of these directors and officers may conflict with the interests of Enyo. Directors and officers of Enyo with conflicts of interest will be subject to the procedures set out in applicable corporate and securities legislation, regulation, rules and policies.

No History of Earnings

Enyo has no history of earnings or of a return on investment, and there is no assurance that the Spinco Properties or any other property or business that Enyo may acquire or undertake will generate earnings, operate profitably or provide a return on investment in the future. Enyo has no plans to pay dividends for some time in the future, if ever. The future dividend policy of Enyo will be determined by the Enyo Board.

Exploration and Development

Resource exploration and development is a speculative business and involves a high degree of risk. There are no known mineral reserves on the Spinco Properties. There is no certainty that the expenditures to be made by Enyo in the exploration of the Spinco Properties or otherwise will result in discoveries of commercial quantities of minerals. The marketability of natural resources which may be acquired or discovered by Enyo will be affected by numerous factors beyond the control of Enyo. These factors include market fluctuations, the proximity and capacity of natural resource markets and processing equipment, government regulations, including regulations relating to prices, taxes, royalties, land tenure, land use, importing and exporting of minerals and environmental protection. The exact effect of these factors cannot be accurately predicted, but the combination of these factors may result in Enyo not receiving an adequate return on invested capital.

Environmental Risks and Other Regulatory Requirements

The current or future operations of Enyo, including future exploration and development activities and commencement of production on its property or properties, will require permits or licences from various federal and local governmental authorities, and such operations are and will be governed by laws and regulations governing prospecting, development, mining, production, taxes, labour standards, occupational health, waste disposal, toxic substances, land use, environmental protection, mine safety and other matters. Companies engaged in the development and operation of mines and related facilities generally experience increased costs and delays as a result of the need to comply with the applicable laws, regulations and permits. There can be no assurance that all permits which Enyo may require for the conduct of its operations will be obtainable on reasonable terms or that such laws and regulations would not have an adverse effect on any project which Enyo might undertake.

Failure to comply with applicable laws, regulations and permitting requirements may result in enforcement actions 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 such activities and may have civil or criminal fines or penalties imposed upon them for violation of applicable laws or regulations.

Amendments to current laws, regulations and permits governing operations and activities of mining companies and mine reclamation and remediation activities, or more stringent implementation thereof, could have a material

adverse impact on Enyo and cause increases in capital expenditures or production costs or reduction in levels of production at producing properties or require abandonment or delays in the development of new mining properties.

Dilution

Issuances of additional securities including, but not limited to, its common shares or some form of convertible debentures, will result in a substantial dilution of the equity interests of any persons who may become Enyo Shareholders as a result of or subsequent to the Arrangement.

Market for securities

There is currently no market through which the Enyo Shares may be sold and Enyo Shareholders may not be able to resell the Enyo Shares acquired under the Plan of Arrangement. There can be no assurance that an active trading market will develop for the Enyo Shares following the completion of the Plan of Arrangement, or if developed, that such a market will be sustained at the trading price of the Enyo Shares on the CSE immediately after the Effective Date. There can be no assurances that any securities regulatory authority will recognize Enyo as a reporting issuer, or that Enyo will be able to obtain a listing on the CSE or any stock exchange.

Nature of Mineral Exploration and Development

All of Enyo's operations are at the exploration stage and there is no guarantee that any such activity will result in commercial production of mineral deposits. The exploration for mineral deposits involves significant risks which even a combination of careful evaluation, experience and knowledge may not eliminate. While the discovery of a mineralization may result in substantial rewards, few properties which are explored are ultimately developed into producing mines. Major expenses may be required to locate and establish mineral reserves, to develop metallurgical processes and to construct mining and processing facilities at a particular site. It is impossible to ensure that the exploration programs planned by Enyo or any future development programs will result in a profitable commercial mining operation. There is no assurance that the Enyo' mineral exploration activities will result in any discoveries of commercial mineralization. There is also no assurance that, even if commercial mineralization is discovered, a mineral property will be brought into commercial production. Whether a mineral deposit will be commercially viable depends on a number of factors, some of which are: the particular attributes of the deposit, such as size, grade and proximity to infrastructure, metal prices which are highly cyclical and government regulations, including regulations relating to prices, taxes, royalties, land tenure, land use, importing and exporting of minerals and environmental protection. The exact effect of these factors cannot be accurately predicted. The long-term profitability of Enyo will be in part directly related to the cost and success of its exploration programs and any subsequent development programs.

No Operating History

Exploration projects have no operating history upon which to base estimates of future cash flows. Substantial expenditures are required to develop mineral projects. It is possible that actual costs and future economic returns may differ materially from Enyo's estimates. There can be no assurance that the underlying assumed levels of expenses for any project will prove to be accurate. Further, it is not unusual in the mining industry for new mining operations to experience unexpected problems during start-up, resulting in delays and requiring more capital than anticipated. There can be no assurance that Enyo's projects will move beyond the exploration stage and be put into production, achieve commercial production or that Enyo will produce revenue, operate profitably or provide a return on investment in the future. Mineral exploration involves considerable financial and technical risk. There can be no assurance that the funds required for exploration and future development can be obtained on a timely basis. There can be no assurance that Enyo will not suffer significant losses in the near future or that Enyo will ever be profitable.

Commodity Prices

The price of the Enyo Shares and Enyo's financial results may be significantly adversely affected by a decline in the price of fluorspar, vanadium and other metals and mineral commodities. Metal prices fluctuate widely and are affected by numerous factors beyond Enyo' control. The level of interest rates, the rate of inflation, world supply of mineral commodities, global and regional consumption patterns, speculative trading activities, the value of the United States and Canadian currencies and stability of exchange rates can all cause significant fluctuations in prices. Such external economic factors are in turn influenced by changes in international investment patterns and monetary systems, political systems and political and economic developments. The price of mineral commodities has fluctuated widely in recent years and future serious price declines could cause potential commercial production to be uneconomic. A severe decline in the price of minerals would have a material adverse effect on Enyo.

Dividend Policy

No dividends on Enyo Shares have been paid by Enyo to date. Enyo anticipates that it will retain all earnings and other cash resources for the foreseeable future for the operation and development of its business. Enyo does not intend to declare or pay any cash dividends in the foreseeable future. Payment of any future dividends will be at the discretion of the Enyo Board after taking into account many factors, including Enyo' operating results, financial condition and current and anticipated cash needs.

Permitting

Enyo's mineral property interests are subject to receiving and maintaining permits from appropriate governmental authorities. There is no assurance that delays will not occur in connection with obtaining all necessary renewals of existing permits, additional permits for any possible future developments or changes to operations or additional permits associated with new legislation. Prior to any development of any of their properties, Enyo must receive permits from appropriate governmental authorities. There can be no assurance that Enyo will continue to hold all permits necessary to develop or continue its activities at any particular property. 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 activities to cease or be curtailed, and may include corrective measures requiring capital expenditures or remedial actions. Amendments to current laws, regulations and permitting requirements, or more stringent application of existing laws, may have a material adverse impact on Enyo, resulting in increased capital expenditures and other costs or abandonment or delays in development of properties.

Land Title

The acquisition of title to resource properties is a very detailed and time-consuming process. No assurances can be given that there are no title defects affecting the properties in which Enyo has an interest. The properties may be subject to prior unregistered liens, agreements, transfers or claims, including native land claims, and title may be affected by, among other things, undetected defects. Other parties may dispute the title to a property or the property may be subject to prior unregistered agreements and transfers or land claims by Indigenous people. The title may also be affected by undetected encumbrances or defects or governmental actions. Enyo has not conducted surveys of properties in which it holds an interest and the precise area and location of claims or the properties may be challenged. Enyo may not be able to register rights and interests it acquires against title to applicable mineral properties. An inability to register such rights and interests may limit or severely restrict Enyo' ability to enforce such acquired rights and interests against third parties or may render certain agreements entered into by Enyo invalid, unenforceable, uneconomic, unsatisfied or ambiguous, the effect of which may cause financial results yielded to differ materially from those anticipated. Although Enyo believes it has taken reasonable measures to ensure proper title to the properties in which it has an interest, there is no guarantee that such title will not be challenged or impaired.

Influence of Third Party Stakeholders

The mineral properties in which Enyo holds an interest, or the exploration equipment and road or other means of access which Enyo intends to utilize in carrying out its work programs or general business mandates, may be subject to interests or claims by third party individuals, groups or companies. In the event that such third parties assert any claims, Enyo's work programs may be delayed even if such claims are not meritorious. Such claims may result in significant financial loss and loss of opportunity for Enyo.

Insurance

Exploration, development and production operations on mineral properties involve numerous risks, including unexpected or unusual geological operating conditions, ground or slope failures, fires, environmental occurrences and natural phenomena such as prolonged periods of inclement weather conditions, floods and earthquakes. It is not always possible to obtain insurance against all such risks and Enyo may decide not to insure against certain risks because of high premiums or other reasons. Such occurrences could result in damage to, or destruction of, mineral properties or production facilities, personal injury or death, environmental damage to Enyo's properties or the properties of others, delays in exploration, development or mining operations, monetary losses and possible legal liability. Enyo expects to maintain insurance within ranges of coverage which it believes to be consistent with industry practice for companies of a similar stage of development. Enyo expects to carry liability insurance with respect to its mineral exploration operations, but is not expected to cover any form of political risk insurance or certain forms of environmental liability insurance, since insurance against political risks and environmental risks (including liability for pollution) or other hazards resulting from exploration and development activities is prohibitively expensive. Should such liabilities arise, they could reduce or eliminate future profitability and result in increasing costs and a decline in the value of the securities of Enyo. If Enyo is unable to fully fund the cost of remedying an environmental problem, it might be required to suspend operations or enter into costly interim compliance measures pending completion of a permanent remedy. The lack of, or insufficiency of, insurance coverage could adversely affect Enyo' future cash flow and overall profitability.

Significant Competition for Attractive Mineral Properties

Significant and increasing competition exists for the limited number of mineral acquisition opportunities available. Enyo expects to selectively seek strategic acquisitions in the future, however, there can be no assurance that suitable acquisition opportunities will be identified. As a result of this competition, some of which is with large established mining companies with substantial capabilities and greater financial and technical resources than Enyo, Enyo may be unable to acquire additional attractive mineral properties on terms it considers acceptable. In addition, Enyo's ability to consummate and to integrate effectively any future acquisitions on terms that are favourable to Enyo may be limited by the number of attractive acquisition targets, internal demands on resources, competition from other mining companies and, to the extent necessary, Enyo's ability to obtain financing on satisfactory terms, if at all.

Promoter

Ares took the initiative in Enyo's organization and, accordingly, may be considered to be the promoter of Enyo within the meaning of applicable securities legislation. Ares will not, at the closing of the Arrangement, beneficially own, or control or direct, any Enyo Shares. During the period from incorporation to and including the closing of the Arrangement, the only property of value which Ares has or will receive from Enyo are the Enyo Spinout Shares to be issued to Ares in consideration for the transfer to Enyo by Ares of the Spinco Properties, which Enyo Spinout Shares will be distributed to the Ares Shareholders pursuant to the Arrangement.

Legal Proceedings

To the best of Enyo's knowledge, following due enquiry, Enyo is not a party to any material legal proceedings and Enyo is not aware of any such proceedings known to be contemplated.

To the best of Enyo's knowledge, following due enquiry, there have been no penalties or sanctions imposed against Enyo by a court relating to federal, state, provincial and territorial securities legislation or by a securities regulatory authority since incorporation, nor have there been any other penalties or sanctions imposed by a court or regulatory body against Enyo and it has not entered into any settlement agreements before a court relating to provincial and territorial securities legislation or with a securities regulatory authority.

Interest of Management and Others in Material Transactions

No director, executive officer or greater than 10% shareholder of Enyo and no associate or affiliate of the foregoing persons has or had any material interest, direct or indirect, in any transaction since incorporation or in any proposed transaction which in either such case has materially affected or will materially affect Enyo save as described herein.

Auditors

The auditor of Enyo is Manning Elliott LLP, Chartered Professional Accountants of 1700 - 1030 West Georgia Street, Vancouver, British Columbia V6E 2Y3.

Registrar and Transfer Agent

The registrar and transfer agent for the Enyo Shares and the Ares Shares is TSX Trust Company at its principal offices at 301 – 100 Adelaide Street West, Toronto, Ontario, M5H 1S3.

Material Contracts

The only agreements or contracts that Enyo has entered into since its incorporation or will enter into as part of or in connection with the Arrangement which may be reasonably regarded as being material are as follows:

- the Arrangement Agreement.
- the Conveyance Agreement

A copy of any material agreement may be inspected at any time up to the commencement of the Meeting during normal business hours at Enyo's offices located Suite 1001 – 409 Granville Street, Vancouver, British Columbia V6C 1T2 and under Ares's profile on the SEDAR website at www.SEDAR.com.

Interest of Experts

Manning Elliott LLP, Chartered Professional Accountants, is the auditor of Enyo and is independent of Enyo within the meaning of the Rules of Professional Conduct of the Chartered Professional Accountants of British Columbia.

Toby Hughes, P. Geo. prepared the Technical Report. As of the date of this Information Circular, Mr. Hughes does own any of the issued and outstanding Enyo Shares.

Other Matters

Management knows of no other matters to come before the Meeting other than those referred to in the Notice of Meeting. Should any other matters properly come before the Meeting, the shares represented by the proxy solicited hereby will be voted on such matters in accordance with the best judgment of the persons voting by proxy.

Additional Information

Additional information relating to Ares is on SEDAR at www.sedar.com. Ares Shareholders may contact Ares at 604.345.1576 to request copies of Ares's financial statements and management's discussion and analysis.

Financial information is provided in Ares's comparative audited financial statements and management's discussion and analysis for its most recently completed financial years ended September 30, 2021 and 2020 which are filed on SEDAR.

DIRECTOR'S APPROVAL

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

DATED at Vancouver, British Columbia, this ♦ day of October, 2022.

BY ORDER OF THE ARES BOARD
(signed) "♦"
President, Chief Executive Officer and Director

SCHEDULE "A"

TO THE MANAGEMENT INFORMATION CIRCULAR OF ARES STRATEGIC MINING INC.

ARRANGEMENT RESOLUTION

(see attached)

ARRANGEMENT RESOLUTION

BE IT RESOLVED AS A SPECIAL RESOLUTION OF THE ARES SHAREHOLDERS THAT:

1. The arrangement (the "**Arrangement**") under section 182 of the *Business Corporations Act* (Ontario) (the "**OBCA**") involving Ares Strategic Mining Inc., a corporation incorporated pursuant to the laws of the Province of Ontario ("**Ares**"), its shareholders and Enyo Strategic Mining Inc., a corporation incorporated pursuant to the laws of the Province of British Columbia ("**Enyo**"), all as more particularly described and set forth in the management information circular (the "**Information Circular**") of Ares dated September 7, 2022 accompanying the notice of meeting (as the Arrangement may be, or may have been, modified or amended in accordance with its terms), is hereby authorized, approved and adopted.

2. The plan of arrangement (the "**Plan of Arrangement**"), implementing the Arrangement, the full text of which is appended to the Information Circular (as the Plan of Arrangement may be, or may have been, modified or amended in accordance with its terms), is hereby authorized, approved and adopted.

3. The arrangement agreement (the "**Arrangement Agreement**") between Ares and Enyo dated September♦, 2022 and all the transactions contemplated therein, the actions of the directors of Ares in approving the Arrangement and the actions of the directors and officers of Ares in executing and delivering the Arrangement Agreement and any amendments thereto are hereby confirmed, ratified, authorized and approved.

4. Notwithstanding that this resolution has been passed (and the Arrangement approved and agreed to) by the shareholders of Ares or that the Arrangement has been approved by the Ontario Superior Court of Justice, the directors of Ares are hereby authorized and empowered, without further notice to, or approval of, the shareholders of Ares:

   (a) to amend the Arrangement Agreement or the Plan of Arrangement to the extent permitted by the Arrangement Agreement or the Plan of Arrangement; or

   (b) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement at any time prior to the Effective Time (as defined in the Arrangement Agreement).

5. Any one director or officer of Ares is hereby authorized and directed, for and on behalf and in the name of Ares, to execute and deliver, whether under the corporate seal of Ares or otherwise, all such deeds, instruments, assurances, agreements, forms, waivers, notices, certificates, confirmations and other documents 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 Arrangement Agreement and the completion of the Plan of Arrangement in accordance with the terms of the Arrangement Agreement, including:

   (a) all actions required to be taken by or on behalf of Ares, 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 Arrangement Agreement or otherwise to be entered into by Ares;

   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 "B"

TO THE MANAGEMENT INFORMATION CIRCULAR OF ARES STRATEGIC MINING INC.

PLAN OF ARRANGEMENT UNDER THE PROVISIONS OF SECTION 182 OF THE BUSINESS CORPORATIONS ACT (ONTARIO)

(see attached)

PLAN OF ARRANGEMENT
UNDER SECTION 182 OF
THE BUSINESS CORPORATIONS ACT (ONTARIO)

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 **Definitions**. In this plan of arrangement, unless there is something in the subject matter or context inconsistent therewith, the following capitalized words and terms shall have the following meanings:

(a) "**Ares**" means Ares Strategic Mining Inc., a corporation incorporated pursuant to the laws of the Province of Ontario;

(b) "**Ares Board**" means the board of directors of Ares;

(c) "**Ares Class A Shares**" means the renamed and redesignated Ares Shares as described in §3.1(b)(i) of this Plan of Arrangement;

(d) "**Ares Meeting**" means the annual and special meeting of the Ares Shareholders and any adjournments thereof to be held to, among other things, consider and, if deemed advisable, approve the Arrangement;

(e) "**Ares Optionholders**" means the holders of Ares Options on the Effective Date;

(f) "**Ares Options**" means options to acquire Ares Shares, including options under the terms of which are deemed exercisable for Ares Shares, that are outstanding immediately prior to the Effective Time;

(g) "**Ares Replacement Option**" means an option to acquire a New Ares Share to be issued by Ares to a holder of a Ares Option pursuant to §3.1(c) of this Plan of Arrangement;

(h) "**Ares Shareholder**" means a holder of Ares Shares;

(i) "**Ares Shares**" means the common shares without par value which Ares is authorized to issue as the same are constituted on the date hereof;

(j) "**Ares Warrantholders**" means the holders of Ares Warrants on the Effective Date;

(k) "**Ares Warrants**" means the share purchase warrants of Ares exercisable to acquire Ares Shares, including warrants under the terms of which are deemed exercisable for Ares Shares, that are outstanding immediately prior to the Effective Time;

(l) "**Arrangement**" means the arrangement pursuant to the Arrangement Provisions as contemplated by the provisions of the Arrangement Agreement and this Plan of Arrangement;

(m) "**Arrangement Agreement**" means the arrangement agreement dated as of ♦, 2022 between Ares and Enyo, as may be supplemented or amended from time to time;

(n) "**Arrangement Provisions**" means Section 182 of the OBCA;

(o) "**Arrangement Resolution**" means the special resolution of the Ares Shareholders to approve the Arrangement, as required by the Interim Order and the OBCA, in the form attached as Schedule "A" hereto;

(p) "**BCBCA**" means the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended;

(q) "**Business Day**" means a day which is not a Saturday, Sunday or statutory holiday in Toronto, Ontario;

(r) **"Certificate of Arrangement"** means the certificate to be endorsed by the Director pursuant to Section 183(2) of the OBCA giving effect to the Arrangement;

(s) "**Court**" means the Ontario Superior Court of Justice;

(t) "**Depositary**" means TSX Trust Company, or such other depositary as Ares may determine;

(u) **"Director"** means the Director appointed under Section 278 of the OBCA;

(v) "**Dissent Procedures**" means the rules pertaining to the exercise of Dissent Rights as set forth in Section 185 of the OBCA and Article 5 of this Plan of Arrangement;

(w) "**Dissent Rights**" means the right of a registered Ares Shareholder to dissent from the Arrangement Resolution in accordance with the provisions of the OBCA, as modified by the Interim Order, and to be paid the fair value of the Ares Shares in respect of which the holder dissents;

(x) "**Dissenting Share**" has the meaning given in §3.1(a) of this Plan of Arrangement;

(y) "**Dissenting Shareholder**" means a registered holder of Ares Shares who dissents in respect of the Arrangement in strict compliance with the Dissent Procedures and who has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights;

(z) "**Effective Date**" means the date that the Arrangement is effective under the OBCA as endorsed by the Certificate of Arrangement;

(aa) "**Effective Time**" means 12:01 a.m. (Toronto time) on the Effective Date as endorsed by the Certificate of Arrangement;

(bb) "**Enyo**" means Enyo Strategic Mining Inc., a corporation incorporated pursuant to the laws of the Province of British Columbia;

(cc) "**Enyo Board**" means the board of directors of Enyo;

(dd) "**Enyo Incorporation Share**" means the one Enyo Share held by Ares that was issued to Ares on the incorporation of Enyo;

(ee) "**Enyo Options**" means share purchase options issued pursuant to the Enyo Equity Incentive Plan, including the Enyo Options pursuant to §3.1(c) of this Plan of Arrangement;

(ff) "**Enyo Shares**" means the common shares without par value which Enyo is authorized to issue as the same are constituted on the date hereof;

(gg) "**Enyo Shareholder**" means a holder of Enyo Shares;

(hh) "**Enyo Spinout Shares**" means the 13,600,000 Enyo Shares (or such other amount determined by the Enyo Board) issued or to be issued to Ares prior to the Effective Date to complete the acquisition of the Liard Property, the Vanadium Ridge Property and certain related assets, such shares to be distributed to the Ares Shareholders pursuant to this Plan of Arrangement;

(ii) "**Enyo Equity Incentive Plan**" means the equity incentive plan to be adopted by Enyo pursuant to the Arrangement Agreement, in substantially similar terms as the equity incentive plan in respect of Ares and may otherwise be modified, amended or restated as more particularly described in the Information Circular;

(jj) "**Final Order**" means the final order of the Court approving the Arrangement;

(kk) "**In the Money Amount**" at a particular time with respect to an Ares Option, Ares Replacement Option or Enyo Option means the amount, if any, by which the fair market value of the underlying security exceeds the exercise price of the relevant option at such time;

(ll) "**Information Circular**" means the management information circular of Ares, including all schedules thereto, to be sent to the Ares Shareholders in connection with the Ares Meeting, together with any amendments or supplements thereto;

(mm) "**Interim Order**" means the interim order of the Court providing advice and directions in connection with the Ares Meeting and the Arrangement;

(nn) "**Letter of Transmittal**" means the letter of transmittal in respect of the Arrangement to be sent to Ares Shareholders together with the Information Circular;

(oo) "**Liard Property**" means the eighteen (18) mineral claims owned or to be owned as to 100% by Enyo, located in north-central British Columbia and known as the Liard fluorspar property;

(pp) "**New Ares Shares**" means a new class of voting common shares without par value which Ares will create and issue as described in §3.1(b)(ii) of this Plan of Arrangement and for which the Ares Class A Shares are, in part, to be exchanged under this Plan of Arrangement and which, immediately after completion of the transactions comprising this Plan of Arrangement, will be identical in every relevant respect to the Ares Shares;

(qq) "**OBCA**" means the *Business Corporations Act*, R.S.O. 1990, c. B.16, as amended;

(rr) "**Plan of Arrangement**" means this plan of arrangement, as the same may be amended from time to time;

(ss) "**Share Distribution Record Date**" means the close of business on the Business Day immediately preceding the Effective Date for the purpose of determining the Ares Shareholders entitled to receive New Ares Shares and Enyo Shares pursuant to this Plan of Arrangement or such other date as the Ares Board may select;

(tt) "**Tax Act**" means the Income Tax Act (Canada), R.S.C. 1985 (5th Supp.) c.1, as amended;

(uu) "**Vanadium Ridge Property**" means the twenty (20) mineral claims owned or to be owned as to 50% by Enyo located near Barriere, British Columbia and known as the Vanadium Ridge property, and for greater certainty, does not include the remaining 50% ownership interest in such claims, which are owned by a third party; and

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

1.2 **Interpretation Not Affected by Headings**. The division of this Plan of Arrangement into articles, sections, subsections, paragraphs and subparagraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement. Unless otherwise specifically indicated, the terms "this Plan of Arrangement", "hereof", "herein", "hereunder" and similar expressions refer to

this Plan of Arrangement as a whole and not to any particular article, section, subsection, paragraph or subparagraph and include any agreement or instrument supplementary or ancillary hereto.

1.3 **Number and Gender**. Unless the context otherwise requires, words importing the singular number only shall include the plural and vice versa, words importing the use of either gender shall include both genders and neuter and words importing persons shall include firms and corporations.

1.4 **Meaning**. Words and phrases used herein and defined in the OBCA or the BCBCA, as the case may be, shall have the same meaning herein as in the OBCA or the BCBCA, as applicable, unless the context otherwise requires.

1.5 **Date for any Action**. If any date on which any action is required to be taken under this Plan of Arrangement is not a Business Day, such action shall be required to be taken on the next succeeding Business Day.

1.6 **Governing Law**. This Plan of Arrangement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

ARTICLE 2
ARRANGEMENT AGREEMENT

2.1 **Arrangement Agreement**. This Plan of Arrangement is made pursuant and subject to the provisions of the Arrangement Agreement.

2.2 **Arrangement Effectiveness**. The Arrangement and this Plan of Arrangement shall become final and conclusively binding on Ares, Enyo, the Ares Shareholders (including Dissenting Shareholders), Ares Optionholders, Ares Warrantholders and Enyo Shareholders at the Effective Time without any further act or formality as required on the part of any person, except as expressly provided herein.

ARTICLE 3
THE ARRANGEMENT

3.1 **The Arrangement**. Commencing at the Effective Time, the following shall occur and be deemed to occur in the following chronological order without further act or formality notwithstanding anything contained in the provisions attaching to any of the securities of Ares or Enyo, but subject to the provisions of Article 5:

(a) each Ares Share outstanding in respect of which a Dissenting Shareholder has validly exercised his, her or its Dissent Rights (each, a "**Dissenting Share**") shall be directly transferred and assigned by such Dissenting Shareholder to Ares, without any further act or formality and free and clear of any liens, charges and encumbrances of any nature whatsoever, and will be cancelled and cease to be outstanding and such Dissenting Shareholders will cease to have any rights as Ares Shareholders other than the right to be paid the fair value for their Ares Shares by Ares;

(b) the authorized share structure of Ares shall be altered by:

(i) renaming and redesignating all of the issued and unissued Ares Shares as "Class A common shares without par value" and amending the special rights and restrictions attached to those shares to provide the holders thereof with two votes in respect of each share held, being the "Ares Class A Shares"; and

(ii) creating a new class consisting of an unlimited number of "common shares without par value" with terms and special rights and restrictions identical to those of the Ares Shares immediately prior to the Effective Time, being the "New Ares Shares";

(c) each Ares Option then outstanding to acquire one Ares Share shall be transferred and exchanged for:

(i) one Ares Replacement Option to acquire one New Ares Share having an exercise price equal to the product of the original exercise price of the Ares Option multiplied by the fair market value of a New Ares Share at the Effective Time divided by the total of the fair market value of a New Ares Share and the fair market value of 0.1 of an Enyo Share at the Effective Time; and

(ii) one Enyo Option to acquire 0.1 of an Enyo Share, each whole Enyo Option having an exercise price equal to the product of the original exercise price of the Ares Option multiplied by the fair market value of 0.1 of an Enyo Share at the Effective Time divided by the total of the fair market value of one New Ares Share and 0.1 of an Enyo Share at the Effective Time,

provided that the aforesaid exercise prices shall be adjusted to the extent, if any, required to ensure that the aggregate In the Money Amount of the Ares Replacement Option and the Enyo Option immediately after the exchange does not exceed the In the Money Amount immediately before the exchange of the Ares Option so exchanged. It is intended that subsection 7(1.4) of the Tax Act apply to the exchange of Ares Options;

(d) each Ares Warrant then outstanding shall be deemed to be amended to entitle the Ares Warrantholder to receive, upon due exercise of the Ares Warrant, for the original exercise price:

(i) one New Ares Share for each Ares Share that was issuable upon due exercise of the Ares Warrant immediately prior to the Effective Time; and

(ii) 0.1 of an Enyo Share for each Ares Share that was issuable upon due exercise of the Ares Warrant immediately prior to the Effective Time;

(e) each issued and outstanding Ares Class A Share outstanding on the Share Distribution Record Date shall be exchanged for: (i) one New Ares Share; and (ii) 0.1 of a Enyo Spinout Share, the holders of the Ares Class A Shares will be removed from the central securities register of Ares as the holders of such and will be added to the central securities register of Ares as the holders of the number of New Ares Shares that they have received on the exchange set forth in this §3.1(e), and the Enyo Spinout Shares transferred to the then holders of the Ares Class A Shares will be registered in the name of the former holders of the Ares Class A Shares and Ares will provide Enyo and its registrar and transfer agent notice to make the appropriate entries in the central securities register of Enyo;

(f) the Ares Class A Shares, none of which will be issued or outstanding once the exchange in §3.1(e) is completed, will be cancelled and the appropriate entries made in the central securities register of Ares and the authorized share structure of Ares will be amended by eliminating the Ares Class A Shares, and the aggregate paid-up capital (as that term is used for purposes of the Tax Act) of the New Ares Shares will be equal to that of the Ares Shares immediately prior to the Effective Time less the fair market value of the Enyo Spinout Shares distributed pursuant to §3.1(e); and

(g) the Enyo Incorporation Share issued to Ares on incorporation shall be cancelled for no consideration and as a result thereof:

(i) Ares shall cease to be, and shall be deemed to have ceased to be, the holder of the Enyo Incorporation Share and to have any rights as a holder of the Enyo Incorporation Share; and

(ii) Ares shall be removed as the holder of the Enyo Incorporation Share from the register of Enyo Shares maintained by or on behalf of Enyo.

3.2 **No Fractional Shares or Options**. Notwithstanding any other provision of this Arrangement, no fractional Enyo Shares shall be distributed to the Ares Shareholders and no fractional Enyo Options shall be distributed to the holders of Ares Options, and, as a result, all fractional amounts arising under this Plan of Arrangement shall be rounded down to the next whole number without any compensation therefor. Any Enyo Shares not distributed as a result of so rounding down shall be cancelled by Enyo.

3.3 **Share Distribution Record Date**. In §3.1(e) the reference to a holder of an Ares Class A Share shall mean a person who is an Ares Shareholder on the Share Distribution Record Date, subject to the provisions of Article 5.

3.4 **Deemed Time for Redemption**. The exchanges, cancellations and steps provided for in this Plan of Arrangement shall be deemed to occur on the Effective Date, notwithstanding that certain of the procedures related thereto are not completed until after the Effective Time.

3.5 **Deemed Fully Paid and Non-Assessable Shares**. All New Ares Shares, Ares Class A Shares and Enyo Shares issued pursuant hereto shall be deemed to be validly issued and outstanding as fully paid and non-assessable shares for all purposes of the OBCA and the BCBCA, as applicable.

3.6 **Supplementary Actions**. Notwithstanding that the transactions and events set out in §3.1 shall occur and shall be deemed to occur in the chronological order therein set out without any act or formality, each of Ares and Enyo shall be required to make, do and execute or cause and procure to be made, done and executed all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may be required to give effect to, or further document or evidence, any of the transactions or events set out in §3.1, including, without limitation, any resolutions of directors authorizing the issue, transfer or redemption of shares, any share transfer powers evidencing the transfer of shares and any receipt therefor, any necessary additions to or deletions from share registers, and agreements for stock options.

3.7 **Withholding**. Each of Ares, Enyo and the Depositary shall be entitled to deduct and withhold from any cash payment or any issue, transfer or distribution of New Ares Shares, Enyo Shares, Ares Replacement Options or Enyo Options made pursuant to this Plan of Arrangement such amounts as may be required to be deducted and withheld pursuant to the Tax Act or any other applicable law, and any amount so deducted and withheld will be deemed for all purposes of this Plan of Arrangement to be paid, issued, transferred or distributed to the person entitled thereto under the Plan of Arrangement. Without limiting the generality of the foregoing, any New Ares Shares or Enyo Shares so deducted and withheld may be sold on behalf of the person entitled to receive them for the purpose of generating cash proceeds, net of brokerage fees and other reasonable expenses, sufficient to satisfy all remittance obligations relating to the required deduction and withholding, and any cash remaining after such remittance shall be paid to the person forthwith.

3.8 **No Liens**. Any exchange or transfer of securities pursuant to this Plan of Arrangement shall be free and clear of any liens, restrictions, adverse claims or other claims of third parties of any kind.

3.9 **U.S. Securities Law Matters**. The Court is advised that the Arrangement will be carried out with the intention that all securities issued on completion of the Arrangement will be issued in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) of the U.S. Securities Act.

ARTICLE 4
CERTIFICATES

4.1 **Ares Class A Shares**. Recognizing that the Ares Shares shall be renamed and redesignated as Ares Class A Shares pursuant to §3.1(b)(i) and that the Ares Class A Shares shall be exchanged partially for New Ares Shares pursuant to §3.1(e), Ares shall not issue replacement share certificates representing the Ares Class A Shares.

4.2 **Enyo Share Certificates**. As soon as practicable following the Effective Date, Ares or Enyo shall deliver or cause to be delivered to the Depositary certificates representing the Enyo Shares required to be distributed to registered holders of Ares Shares as at immediately prior to the Effective Time in accordance with the provisions of §3.1(e) of this Plan of Arrangement, which certificates shall be held by the Depositary as agent and nominee for such holders for distribution thereto in accordance with the provisions of §6.1 hereof.

4.3 **New Ares Share Certificates**. As soon as practicable following the Effective Date, Ares shall deliver or cause to be delivered to the Depositary certificates representing the New Ares Shares required to be issued to registered holders of Ares Shares as at immediately prior to the Effective Time in accordance with the provisions of §3.1(e) of this Plan of Arrangement, which certificates shall be held by the Depositary as agent and nominee for such holders for distribution thereto in accordance with the provisions of §6.1 hereof.

4.4 **Interim Period**. Any Ares Shares traded after the Share Distribution Record Date will represent New Ares Shares as of the Effective Date and shall not carry any rights to receive Enyo Shares.

4.5 **Stock Option Agreements**. The stock option agreements for the Ares Options shall be deemed to be amended by Ares to reflect the adjusted exercise price of, and the replacement of the underlying security under, the Ares Replacement Options, and Enyo shall enter into stock option agreements for the Enyo Options issued pursuant to §3.1(c) of this Plan of Arrangement.

ARTICLE 5
RIGHTS OF DISSENT

5.1 **Dissent Right**. Registered holders of Ares Shares may exercise Dissent Rights with respect to their Ares Shares in connection with the Arrangement pursuant to the Interim Order and in the manner set forth in the Dissent Procedures, as they may be amended by the Interim Order, Final Order or any other order of the Court, and provided that such dissenting Shareholder delivers a written notice of dissent to Ares at least two Business Days before the day of the Ares Meeting or any adjournment or postponement thereof.

5.2 **Dealing with Dissenting Shares**. Ares Shareholders who duly exercise Dissent Rights with respect to their Dissenting Shares and who:

(a) are ultimately entitled to be paid fair value for their Dissenting Shares by Ares shall be deemed to have transferred their Dissenting Shares to Ares for cancellation as of the Effective Time pursuant to §3.1(a); or

(b) for any reason are ultimately not entitled to be paid for their Dissenting Shares, shall be deemed to have participated in the Arrangement on the same basis as a non-dissenting Ares Shareholder and shall receive New Ares Shares and Enyo Shares on the same basis as every other non-dissenting Ares Shareholder;

but in no case shall Ares be required to recognize such persons as holding Ares Shares on or after the Effective Date.

5.3 **Reservation of Enyo Shares**. If an Ares Shareholder exercises Dissent Rights, Ares shall, on the Effective Date, set aside and not distribute that portion of the Enyo Shares which is attributable to the Ares Shares for which Dissent Rights have been exercised. If the dissenting Ares Shareholder is ultimately not entitled to be paid

for their Dissenting Shares, Ares shall distribute to such Ares Shareholder his or her pro rata portion of the Enyo Shares. If an Ares Shareholder duly complies with the Dissent Procedures and is ultimately entitled to be paid for their Dissenting Shares, then Ares shall retain the portion of the Enyo Shares attributable to such Ares Shareholder and such shares will be dealt with as determined by the Ares Board in its discretion.

ARTICLE 6
DELIVERY OF SHARES

6.1 **Delivery of Shares**.

(a) Upon surrender to the Depositary for cancellation of a certificate that immediately before the Effective Time represented one or more outstanding Ares Shares, together with a duly completed and executed Letter of Transmittal and such additional documents and instruments as the Depositary may reasonably require, the holder of such surrendered certificate will be entitled to receive in exchange therefor, and the Depositary shall deliver to such holder following the Effective Time, a certificate representing the New Ares Shares and a certificate representing the Enyo Shares that such holder is entitled to receive in accordance with §3.1 hereof.

(b) After the Effective Time and until surrendered for cancellation as contemplated by §6.1(a) hereof, each certificate that immediately prior to the Effective time represented one or more Ares Shares shall be deemed at all times to represent only the right to receive in exchange therefor a certificate representing the New Ares Shares and a certificate representing the Enyo Shares that such holder is entitled to receive in accordance with §3.1 hereof.

6.2 **Lost Certificates**. If any certificate that immediately prior to the Effective Time represented one or more outstanding Ares Shares that were exchanged for New Ares Shares and Enyo Shares in accordance with §3.1 hereof, shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the holder claiming such certificate to be lost, stolen or destroyed, the Depositary shall deliver in exchange for such lost, stolen or destroyed certificate, the New Ares Shares and Enyo Shares that such holder is entitled to receive in accordance with §3.1 hereof. When authorizing such delivery of New Ares Shares and Enyo Shares that such holder is entitled to receive in exchange for such lost, stolen or destroyed certificate, the holder to whom such securities are to be delivered shall, as a condition precedent to the delivery of such New Ares Shares and Enyo Shares give a bond satisfactory to Ares, Enyo and the Depositary in such amount as Ares, Enyo and the Depositary may direct, or otherwise indemnify Ares, Enyo and the Depositary in a manner satisfactory to Ares, Enyo and the Depositary, against any claim that may be made against Ares, Enyo or the Depositary with respect to the certificate alleged to have been lost, stolen or destroyed and shall otherwise take such actions as may be required by the articles of Ares.

6.3 **Distributions with Respect to Unsurrendered Certificates**. No dividend or other distribution declared or made after the Effective Time with respect to New Ares Shares or Enyo Shares with a record date after the Effective Time shall be delivered to the holder of any unsurrendered certificate that, immediately prior to the Effective Time, represented outstanding Ares Shares unless and until the holder of such certificate shall have complied with the provisions of §6.1 or §6.2 hereof. Subject to applicable law and to §3.7 hereof, at the time of such compliance, there shall, in addition to the delivery of the New Ares Shares and Enyo Shares to which such holder is thereby entitled, be delivered to such holder, without interest, the amount of the dividend or other distribution with a record date after the Effective Time theretofore paid with respect to such New Ares Shares and/or Enyo Shares, as applicable.

6.4 **Limitation and Proscription**. To the extent that a former Ares Shareholder shall not have complied with the provisions of §6.1 or §6.2 hereof, as applicable, on or before the date that is six (6) years after the Effective Date (the "**Final Proscription Date**"), then the New Ares Shares and Enyo Shares that such former Ares Shareholder was entitled to receive shall be automatically cancelled without any repayment of capital in respect thereof and the New Ares Shares and Enyo Shares to which such Ares Shareholder was entitled, shall be delivered to Enyo (in the case of the Enyo Shares) or Ares (in the case of the New Ares Shares) by the Depositary and certificates representing

such New Ares Shares and Enyo Shares shall be cancelled by Ares and Enyo, as applicable, and the interest of the former Ares Shareholder in such New Ares Shares and Enyo Shares or to which it was entitled shall be terminated as of such Final Proscription Date.

6.5 **Paramountcy**. From and after the Effective Time: (i) this Plan of Arrangement shall take precedence and priority over any and all Ares Shares, Ares Options or Ares Warrants issued prior to the Effective Time; and (ii) the rights and obligations of the registered holders of Ares Shares, Ares Options, Ares Warrants, Enyo, the Depositary and any transfer agent or other depositary therefor, shall be solely as provided for in this Plan of Arrangement.

ARTICLE 7
AMENDMENTS & WITHDRAWAL

7.1 **Amendments**. Ares, in its sole discretion, reserves the right to amend, modify and/or supplement this Plan of Arrangement from time to time at any time prior to the Effective Time provided that any such amendment, modification or supplement must be contained in a written document that is filed with the Court and, if made following the Ares Meeting, approved by the Court.

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

7.3 **Amendments Made After the Ares Meeting**. Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Ares after the Ares Meeting but prior to the Effective Time and any such amendment, modification or supplement which is approved by the Court following the Ares Meeting shall be effective and shall become part of the Plan of Arrangement for all purposes. Notwithstanding the foregoing, any amendment, modification or supplement to this Plan of Arrangement may be made following the granting of the Final Order unilaterally by Ares, provided that it concerns a matter which, in the reasonable opinion of Ares, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of any holder of New Ares Shares or Enyo Shares.

Withdrawal**. Notwithstanding any prior approvals by the Court or by Ares Shareholders, the Ares Board may decide not to proceed with the Arrangement and to revoke the Arrangement Resolution at any time prior to the Effective Time, without further approval of the Court or the Ares Shareholders.**

SCHEDULE "A"

ARRANGEMENT RESOLUTION

(See Schedule "A" attached to the Management Information Circular of Ares Strategic Mining Inc.)

SCHEDULE "C"

TO THE MANAGEMENT INFORMATION CIRCULAR OF ARES STRATEGIC MINING INC.

INTERIM ORDER

(see attached)

SCHEDULE "D"

TO THE MANAGEMENT INFORMATION CIRCULAR OF ARES STRATEGIC MINING INC.

REQUISITION OF HEARING OF PETITION FOR FINAL ORDER

(see attached)

SCHEDULE "E"

TO THE MANAGEMENT INFORMATION CIRCULAR OF ARES STRATEGIC MINING INC.

DISSENT PROVISIONS

(see attached)

Section 185 – *Business Corporations Act* (Ontario) Rights of dissenting shareholders

185 (1) 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

Note: On a day to be named by proclamation of the Lieutenant Governor, subsection 185 (1) of the Act is amended by striking out "or" at the end of clause (d) and by adding the following clauses: (See: 2017, c. 20, Sched. 6, s. 24)

(d.1) be continued under the *Co-operative Corporations Act* under section 181.1;

(d.2) be continued under the *Not-for-Profit Corporations Act, 2010* under section 181.2; 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. R.S.O. 1990, c. B.16, s. 185 (1).

Idem

(2) 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). R.S.O. 1990, c. B.16, s. 185 (2).

One class of shares

(2.1) The right to dissent described in subsection (2) applies even if there is only one class of shares. 2006, c. 34, Sched. B, s. 35.

Exception

(3) 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. R.S.O. 1990, c. B.16, s. 185 (3).

Shareholder's right to be paid fair value

(4) 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. R.S.O. 1990, c. B.16, s. 185 (4).

No partial dissent

(5) 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. R.S.O. 1990, c. B.16, s. 185 (5).

Objection

(6) 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. R.S.O. 1990, c. B.16, s. 185 (6).

Idem

(7) The execution or exercise of a proxy does not constitute a written objection for purposes of subsection (6). R.S.O. 1990, c. B.16, s. 185 (7).

Notice of adoption of resolution

(8) 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. R.S.O. 1990, c. B.16, s. 185 (8).

Idem

(9) 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. R.S.O. 1990, c. B.16, s. 185 (9).

Demand for payment of fair value

(10) 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. R.S.O. 1990, c. B.16, s. 185 (10).

Certificates to be sent in

(11) Not later than the thirtieth day after the sending of a notice under subsection (10), a dissenting shareholder shall send the certificates, if any, representing the shares in respect of which the shareholder dissents to the corporation or its transfer agent. R.S.O. 1990, c. B.16, s. 185 (11); 2011, c. 1, Sched. 2, s. 1 (9).

Idem

(12) A dissenting shareholder who fails to comply with subsections (6), (10) and (11) has no right to make a claim under this section. R.S.O. 1990, c. B.16, s. 185 (12).

Endorsement on certificate

(13) 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. R.S.O. 1990, c. B.16, s. 185 (13).

Rights of dissenting shareholder

(14) 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). R.S.O. 1990, c. B.16, s. 185 (14); 2011, c. 1, Sched. 2, s. 1 (10).

Same

(14.1) A dissenting shareholder whose rights are reinstated under subsection (14) is entitled, upon presentation and surrender to the corporation or its transfer agent of any share certificate that has been endorsed in accordance with subsection (13),

(a) to be issued, without payment of any fee, a new certificate representing the same number, class and series of shares as the certificate so surrendered; or

(b) if a resolution is passed by the directors under subsection 54 (2) with respect to that class and series of shares,

(i) to be issued the same number, class and series of uncertificated shares as represented by the certificate so surrendered, and

(ii) to be sent the notice referred to in subsection 54 (3). 2011, c. 1, Sched. 2, s. 1 (11).

Same

(14.2) A dissenting shareholder whose rights are reinstated under subsection (14) and who held uncertificated shares at the time of sending a notice to the corporation under subsection (10) is entitled,

(a) to be issued the same number, class and series of uncertificated shares as those held by the dissenting shareholder at the time of sending the notice under subsection (10); and

(b) to be sent the notice referred to in subsection 54 (3). 2011, c. 1, Sched. 2, s. 1 (11).

Offer to pay

(15) 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. R.S.O. 1990, c. B.16, s. 185 (15).

Idem

(16) Every offer made under subsection (15) for shares of the same class or series shall be on the same terms. R.S.O. 1990, c. B.16, s. 185 (16).

Idem

(17) 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. R.S.O. 1990, c. B.16, s. 185 (17).

Application to court to fix fair value

(18) 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. R.S.O. 1990, c. B.16, s. 185 (18).

Idem

(19) 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. R.S.O. 1990, c. B.16, s. 185 (19).

Idem

(20) A dissenting shareholder is not required to give security for costs in an application made under subsection (18) or (19). R.S.O. 1990, c. B.16, s. 185 (20).

Costs

(21) 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. R.S.O. 1990, c. B.16, s. 185 (21).

Notice to shareholders

(22) 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. R.S.O. 1990, c. B.16, s. 185 (22).

Parties joined

(23) 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. R.S.O. 1990, c. B.16, s. 185 (23).

Idem

(24) 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. R.S.O. 1990, c. B.16, s. 185 (24).

Appraisers

(25) 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. R.S.O. 1990, c. B.16, s. 185 (25).

Final order

(26) 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). R.S.O. 1990, c. B.16, s. 185 (26).

Interest

(27) 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. R.S.O. 1990, c. B.16, s. 185 (27).

Where corporation unable to pay

(28) 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. R.S.O. 1990, c. B.16, s. 185 (28).

Idem

(29) 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. R.S.O. 1990, c. B.16, s. 185 (29).

Idem

(30) 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. R.S.O. 1990, c. B.16, s. 185 (30).

Court order

(31) 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. 1994, c. 27, s. 71 (24).

Commission may appear

(32) 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. 1994, c. 27, s. 71 (24).

SCHEDULE "F"

TO THE MANAGEMENT INFORMATION CIRCULAR OF ARES STRATEGIC MINING INC.

ENYO STRATEGIC MINING INC. – AUDITED FINANCIAL STATEMENTS

(see attached)

SCHEDULE "G"

TO THE MANAGEMENT INFORMATION CIRCULAR OF ARES STRATEGIC MINING INC.

ENYO STRATEGIC MINING INC. MANAGEMENT DISCUSSION AND ANALYSIS AS AT THE DATE OF INCORPORATION (JUNE 24, 2022)

(see attached)

SCHEDULE "H"

TO THE MANAGEMENT INFORMATION CIRCULAR OF ARES STRATEGIC MINING INC.

AUDITED CARVE-OUT FINANCIAL STATEMENTS
FOR THE YEARS ENDED SEPTEMBER 30, 2021 AND 2020 AND
UNAUDITED CARVE-OUT FINANCIAL STATEMENTS FOR THE NINE-MONTH PERIOD ENDED JUNE 30, 2022

(see attached)

SCHEDULE "I"

TO THE MANAGEMENT INFORMATION CIRCULAR OF ARES STRATEGIC MINING INC.

ARES STRATEGIC MINING INC. CARVE-OUT MANAGEMENT DISCUSSION AND ANALYSIS FOR THE YEARS ENDED SEPTEMBER 30, 2021 AND 2020 AND FOR THE INTERIM PERIOD ENDED JUNE 30, 2022

(see attached)

SCHEDULE "J"

TO THE MANAGEMENT INFORMATION CIRCULAR OF ARES STRATEGIC MINING INC.

ARES STRATEGIC MINING INC.
STATEMENT OF CORPORATE GOVERNANCE PRACTICES

(see attached)

ARES STRATEGIC MINING INC.
STATEMENT OF GOVERNANCE PRACTICES

Governance Disclosure Requirement Under the Corporate Governance National Instrument 58-101 ("NI 58-101")	Comments
Board of Directors	
1. Board of Directors—Disclose how the board of directors (the "**Board**") of Ares Strategic Mining Inc. (the "**Corporation**") facilitates its exercise of independent supervision over management, including (i) the identity of directors that are independent, and (ii) the identity of directors who are not independent, and the basis for that determination.	The Board currently consists of a total of six directors of which Mr. Sarjeant, Mr. Changxian Li and Mr. Bo Li are considered "independent", as such term is defined in NI 58-101. Mr. Marek, Mr . Walker and Mr.Sanabria are not considered independent as their role as the Chairman, President and CEO and VP Exploration of the Corporation.
2. Directorships—If a director is presently a director of any other issuer that is a reporting issuer (or the equivalent) in a jurisdiction or a foreign jurisdiction, identify both the director and the other issuer.	Please refer to the accompanying management information circular (the "**Circular**") under the heading "Particulars of Matters to be Acted Upon - Election of Directors".
Orientation and Continuing Education	
3. Describe what steps, if any, the Board takes to orient new Board members, and describe any measures the Board takes to provide continuing education for directors.	Each new director brings a different skill set and professional background, and with this information, the Board is able to determine what orientation to the nature and operations of the Corporation's business will be necessary and relevant to each new director. The Corporation provides continuing education to its directors as such need arises and encourages open discussion at all meetings which format encourages learning by the directors.

Governance Disclosure Requirement Under the Corporate Governance National Instrument 58-101 ("NI 58-101")	Comments
Ethical Business Conduct	
4. Describe what steps, if any, the Board takes to encourage and promote a culture of ethical business conduct.	To ensure that an ethical business culture is maintained and promoted, directors are encouraged to exercise their independent judgment. If a director has a material interest in any transaction or agreement that the Corporation proposes to enter into, such director is expected to disclose such interest to the Board in compliance with the applicable laws, rules and policies which govern conflicts of interest in connection with such transaction or agreement. Further, any director who has a material interest in any proposed transaction or agreement will be excluded from the portion of the Board meeting concerning such matters and will be further precluded from voting on such matters.
Nomination of Directors	
5. Disclose what steps, if any, are taken to identify new candidates for Board nomination, including: (i) who identifies new candidates, and (ii) the process of identifying new candidates.	The Board is responsible for the identification and assessment of potential directors. The Board considers its size each year when it considers the number of directors to recommend to the shareholders for election at the annual meeting of shareholders, taking into account the number required to carry out the Board's duties effectively and to maintain a diversity of views and experience. While no formal nomination procedures are in place to identify new candidates, the Board does review the experience and performance of nominees for election to the Board. Members of the Board are canvassed with respect to the qualifications of a prospective candidate and each candidate is evaluated with respect to his or her experience and expertise, with particular attention paid to those areas of expertise that could complement and enhance current management. The Board also assesses any potential conflicts, independence or time commitment concerns that the candidate may present.

Governance Disclosure Requirement Under the Corporate Governance National Instrument 58-101 ("NI 58-101")	Comments
Compensation	
6. Disclose what steps, if any, are taken to determine compensation for the directors and CEO, including: (i) who determines compensation, and (ii) the process of determining compensation.	The process undertaken by the Board in respect of compensation is more fully described in the "Director and Named Executive Officer Compensation" section of the accompanying Circular.
Other Board Committees	
7. If the Board has standing committees other than the audit, compensation and nominating committees, identify the committees and describe their function.	The Corporate Governance and Compensation Committee is the only standing committee of the Board other than the Audit Committee. The primary function of the Corporate Governance and Compensation Committee is to consider the compensation of Named Executive Officers and directors and to make recommendations to the Board with respect to compensation-related matters.
Assessments	
8. Disclose what steps, if any, that the Board takes to satisfy itself that the Board, its committees, and its individual directors are performing effectively.	The Corporation has contemplated a plan for the annual review of the performance of every director and officer, however to date no formal plan or procedure has been adopted. The Board feels its corporate governance practices are appropriate and effective for the Corporation, given its relatively small size and level of activity. The Corporation's corporate governance structure allows for the Corporation to operate efficiently, with simple checks and balances that control and monitor management and corporate functions without undue administrative burden.

SCHEDULE "K"

TO THE MANAGEMENT INFORMATION CIRCULAR OF ARES STRATEGIC MINING INC.

ARES AUDIT COMMITTEE CHARTER

(see attached)

ARES STRATEGIC MINING INC.
CHARTER OF THE AUDIT COMMITTEE OF THE BOARD OF DIRECTORS

The following is the Corporation's "**Audit Committee Charter**":

Purpose

The primary function of the audit committee of the Corporation (the "Committee") is to assist the board of directors (the "Board") of the Corporation in fulfilling its responsibilities by reviewing the financial reports and other financial information provided by the Corporation to any regulatory body or the public, the Corporation's systems of internal controls regarding preparation of those financial statements and related disclosures that management and the Board have established and the Corporation's auditing, accounting and financial reporting processes generally. Consistent with this function, the Committee encourages continuous improvement of, and fosters adherence to, the Corporation's policies, procedures and practices at all levels. The Committee's primary objectives are to:

1. Assist directors in meeting their responsibilities in respect of the preparation and disclosure of the financial statements of the Corporation and related matters;
2. Provide for open communication between directors and external auditors;
3. Enhance the external auditor's independence;
4. Increase the credibility, transparency and objectivity of financial reports; and
5. Strengthen the role of the outside or "independent" directors by facilitating in depth discussions between directors on the Committee, management and external auditors.

Composition

The Committee is comprised of three or more directors as determined by the Board, if at all possible with the majority of whom shall be "independent" (as such term is used in National Instrument 52-110 – *Audit Committees* ("**NI 52-110**") unless the Board shall have determined that the exemption contained in section 3.6 of NI 52-110 would be applicable and is to be adopted by the Corporation.

All of the members of the Committee shall be "financially literate" (as defined in NI 52-110) unless the Board shall determine that an exemption under NI 52-110 from such requirement in respect of any particular member would be applicable is to be adopted by the Corporation in accordance with the provisions of NI 52-110.

The members of the Committee shall be elected by the Board at the annual organizational meeting of the Board and remain as members of the Committee until their successors shall be duly elected and qualified.

Unless a Chair is elected by the full Board, the members of the Committee may designate a Chair by majority vote of the full Committee membership. The Chair of the Committee shall be an independent director.

Meetings

The Committee shall meet at least four times annually, or more frequently as circumstances dictate. As part of its mandate to foster open communication, the Committee should meet at least annually with management and the external auditors in separate executive sessions to discuss any matters that the Committee or each of these groups believe should be discussed privately. The Chief Financial Officer (if appointed) is required to be present at the meetings of the Committee and may be excused from all or part of any such meetings by the independent sitting members.

Minutes of all meetings of the Committee shall be taken and the Committee shall report the results of its meetings and reviews undertaken and any associated recommendations or resolutions to the Board. A written resolution signed by all Committee members entitled to vote on that resolution at a meeting of the Committee shall be valid resolution of the Committee.

A quorum for meetings of the Committee shall be majority of its members, and the rules for calling, holding, conducting and adjourning meetings of the committee shall be the same as those governing the Board.

Members of the Committee may participate in a meeting of the Committee by means of telephone or other communication device or facilities that permit all persons participating in any such meeting to hear one another.

Responsibilities and Duties

To fulfil its responsibilities and duties, the Committee shall:

A. Documents/Reports Review

1. Review and update this Charter, as conditions dictate.
2. Review the financial statements, prospectuses, MD&A, annual information forms and all public disclosures containing audited or unaudited financial information (including, without limitation, annual and interim press releases and any other press releases disclosing earnings or financial results) before release and prior to Board approval where required.
3. Review the reports to management prepared by the external auditors and management responses.
4. Establish procedures for:
   (a) the receipt, retention and treatment of complaints received by the Corporation regarding accounting, internal accounting controls, or auditing matters; and
   (b) the confidential, anonymous submission by employees of the issuer of concerns regarding questionable accounting or auditing matters.
5. Review and approve the Corporation's hiring policies regarding employees and former employees of the present and former external auditors of the issuer.
6. Review of significant auditor findings during the year, including the status of previous audit recommendations.
7. Be satisfied with and periodically assess the adequacy of procedures for the review of corporate disclosure that is derived or extracted from the financial statements.

B. External Auditors

1. Be directly responsible for overseeing the work of the external auditors, including the resolution of disagreements between management and the external auditors regarding financial reporting.
2. Recommend to the Board the external auditors to be nominated for appointment by the shareholders.
3. Recommend to the Board the terms of engagement of the external auditor, including their compensation and a confirmation that the external auditors shall report directly to the Committee.
4. On an annual basis, review and discuss with the auditors all significant relationships the auditors have with the Corporation to determine the auditors' independence.
5. Review the performance of the external auditors and approve any proposed discharge of the external auditors when circumstances warrant.
6. When there is to be a change in auditors, review the issues related to the change and the information to be included in the required notice to securities regulators of such change.
7. Periodically consult with the external auditors, without the presence of management, about internal controls and the fullness and accuracy of the organization's financial statements.
8. Consider, in consultation with the external auditor, the audit scope and plan of the external auditor.
9. To one or more independent members of the Committee the authority to pre-approve non-audit services, provided that such member(s) reports to the Committee at the next scheduled meeting such pre-approval and the members(s) complies with such other procedures as may be established by the Committee from time to time.

C. Financial Reporting Processes

1. In consultation with the external auditors and management, review the integrity of the organization's financial reporting processes both internal and external. Consider judgments concerning the appropriateness of the Corporation's accounting policies.

2. Consider and approve, if appropriate, major changes to the Corporation's auditing and accounting principles and practices as suggested by the external auditors or management.

3. Review risk management policies and procedures of the Corporation (i.e., hedging, litigation and insurance).

D. Process Improvement

1. Review with external auditors their assessment of internal controls, their written reports containing recommendations for improvement, and management's response and follow-up to any identified weaknesses. The Committee shall also review annually with the external auditors their plan for their audit, and upon completion of the audit, their reports upon the financial statements.

E. Ethical and Legal Compliance

1. Ensure that management has the proper review system in place to ensure that the Corporation's financial statements, reports and other financial information disseminated to regulatory organizations and the public satisfy legal requirements.

2. Conduct and authorize investigations into any matters within the Committee's scope of responsibilities. The Committee shall be empowered to retain, and to set and pay compensation for any independent counsel and other professionals to assist in the conduct of any investigation, subject to the Board approving any expenditure in excess of $10,000 in this regard.

3. Perform any other activities consistent with this Charter, the Corporation's by-laws and governing law, as the Committee or the Board deems necessary or appropriate.

SCHEDULE "L"

TO THE MANAGEMENT INFORMATION CIRCULAR OF ARES STRATEGIC MINING INC.

ARES – SUMMARY OF FAIRNESS OPINION

Summary of Fairness Opinion prepared by Evans & Evans, Inc.

The Transaction between Ares Strategic Mining Inc. (the "**Company**") and Enyo involves the spin out of the Company's respective interests in the Liard Property and Vanadium Ridge Property (the "**Spinco Properties**") located in British Columbia, Canada to its shareholders by way of a share capital reorganization effected through the plan of arrangement (the "**Arrangement**"). Following the Arrangement, the Company's shareholders will own shares in two public companies: Enyo and Ares, and Enyo will own the Spinco Properties.

Evans & Evans, Inc. ("**Evans & Evans**") was engaged by the Board as an independent advisor to the Company to provide a Fairness Opinion (the "**Opinion**") with respect to the fairness of the Arrangement from a financial standpoint, to the shareholders of Ares.

In assessing the fairness of the Arrangement, Evans & Evans reviewed the Company's and Enyo's market, and the industry sentiment for fluorspar companies. Fluorspar (also known as Fluorite) is an important industrial mineral used in many chemical, ceramic and metallurgical processes. Evans & Evans ascertained that the global fluorspar market size was estimated to be worth US$2.6164 billion in 2020, US$1.424 billion in 2021 due to the COVID-19 pandemic and is forecast to reach US$2.08 billion by 2025 through review of excerpts from various market research reports. A report from Industry Research says that the global fluorspar market is projected to reach US$3.1607 billion by 2026.

Evans & Evans conducted a review of guideline companies similar to Ares to determine if the market capitalization of the Company would be impacted by the Arrangement.

In connection with the Arrangement, Enyo will require financing to fund, among other things, a first phase exploration program and general working capital requirements. In the view of Evans & Evans, splitting the Company and Enyo into separate companies may improve access to financing for each going forward as the investor profile for production properties can differ from early stage projects.

Evans & Evans concluded, in the Opinion, that the Arrangement is fair, from a financial point of view to the Ares Shareholders. In arriving at the conclusion set out in the Opinion, Evans & Evans considered the following:

(a) The Arrangement does not change the ownership position of current shareholders of Ares.

(b) Ares is a near-term producer through its Lost Sheep project, which is the primary focus of much of the Issuer's public disclosure.

(c) Ares has not conducted any material activity since acquiring the Liard Property and expanding it by staking in 2019 and 2020. Transferring ownership to Enyo creates the opportunity to explore areas of the Spinco Properties which have shown to have the possibility of mineralization.

(d) Splitting Ares and Enyo into separate companies may improve access to financing for each going forward as the investor profile for production properties can differ from early stage projects.

SCHEDULE "M"

TO THE MANAGEMENT INFORMATION CIRCULAR OF ARES STRATEGIC MINING INC.

ARES – PROPOSED FORM OF ARTICLES

Incorporation No.
C_____

BUSINESS CORPORATIONS ACT

ARTICLES

OF

ARES STRATEGIC MINING INC.

Table of Contents

Incorporation No.
C_____

BUSINESS CORPORATIONS ACT

ARTICLES

OF

ARES STRATEGIC MINING INC.

(the "**Company**")

PART 1– INTERPRETATION

1.1 Definitions

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

(a) **"adjourned meeting"** means the meeting to which a meeting is adjourned under Article 8.6 or 8.9;

(b) **"board"** and **"directors"** mean the board of directors of the Company for the time being;

(c) **"Business Corporations Act"** means the Business Corporations Act, S.B.C. 2002, c.57, and includes its regulations;

(d) **"Company"** means Ares Strategic Mining Inc.;

(e) **"Interpretation Act"** means the Interpretation Act, R.S.B.C. 1996, c. 238; and

(f) **"trustee",** in relation to a shareholder, means the personal or other legal representative of the shareholder, and includes a trustee in bankruptcy of the shareholder.

1.2 Business Corporations Act definitions apply

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

1.3 Interpretation Act applies

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

1.4 Conflict in definitions

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

1.5 Conflict between Articles and legislation

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

PART 2 – SHARES AND SHARE CERTIFICATES

2.1 Form of share certificate

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

2.2 Shareholder Entitled to Certificate or Acknowledgement

Unless the shares are uncertificated shares, each shareholder is entitled, without charge, to (a) one share certificate representing the shares of each class or series of shares registered in the shareholder's name or (b) a non-transferable written acknowledgement of the shareholder's right to obtain such a share certificate, provided that in respect of a share held jointly by several persons, the Company is not bound to issue more than one share certificate and delivery of a share certificate for a share to one of several joint shareholders or to one of the shareholders' duly authorized agents will be sufficient delivery to all.

2.3 Sending of share certificate

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

2.4 Replacement of worn out or defaced certificate

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

(a) order the certificate to be cancelled; and

(b) issue a replacement share certificate.

2.5 Replacement of lost, stolen or destroyed certificate

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

(a) proof satisfactory to them that the certificate is lost, stolen or destroyed; and

(b) any indemnity the directors consider adequate.

2.6 Splitting share certificates

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

2.7 Shares may be uncertificated

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

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

(b) any specified shares may be uncertificated shares.

PART 3 – ISSUE OF SHARES

3.1 Directors authorized to issue shares

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

3.2 Company need not recognize unregistered interests

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

PART 4 – SHARE TRANSFERS

4.1 Recording or registering transfer

A transfer of shares of the Company must not be registered:

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

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

4.2 Form of instrument of transfer

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

4.3 Signing of instrument of transfer

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

(a) in the name of the person named as transferee in that instrument of transfer; or

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

4.4 Enquiry as to title not required

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

4.5 Transfer fee

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

PART 5 – ACQUISITION OF SHARES

5.1 Company authorized to purchase shares

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

5.2 Company authorized to accept surrender of shares

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

5.3 Company authorized to convert fractional shares into whole shares

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

PART 6 – BORROWING POWERS

6.1 Powers of directors

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

(a) borrow money in the manner and amount, on the security, from the sources and on the terms and conditions that they consider appropriate;

(b) issue bonds, debentures and other debt obligations either outright or as security for any liability or obligation of the Company or any other person, and at any discount or premium and on such other terms as they consider appropriate;

(c) guarantee the repayment of money by any other person or the performance of any obligation of any other person; and

(d) mortgage or charge, whether by way of specific or floating charge, or give other security on the whole or any part of the present and future assets and undertaking of the Company.

PART 7 – GENERAL MEETINGS

7.1 Annual general meetings

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

7.2 When annual general meeting is deemed to have been held

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

select as the Company's annual reference date a date that would be appropriate for the holding of the applicable annual general meeting.

7.3 Calling of shareholder meetings

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

7.4 Notice for meetings of shareholders

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

(a) if and for so long as the Company is a public company, 21 days;

(b) otherwise, 10 days.

7.5 Record date for notice

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

(a) if and for so long as the Company is a public company, 21 days;

(b) otherwise, 10 days.

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

7.6 Record date for voting

The directors may set a date as the record date for the purpose of determining shareholders entitled to vote at any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the *Business Corporations Act*, by more than four months. If no record date is set as provided above, the record date for determining the shareholders entitled to vote at the meeting shall be 5:00 p.m. the day before the meeting.

7.7 Failure to give notice and waiver of notice

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

7.8 Notice of special business at meetings of shareholders

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

(a) state the general nature of the special business; and

(b) if the special business includes considering, approving, ratifying, adopting or authorizing any document or the signing of or giving of effect to any document, have attached to it a copy of the document or state that a copy of the document will be available for inspection by shareholders:

(i) at the Company's records office, or at such other reasonably accessible location in British Columbia as is specified in the notice, and

(ii) during statutory business hours on any one or more specified days before the day set for the holding of the meeting.

PART 8 – PROCEEDINGS AT MEETINGS OF SHAREHOLDERS

8.1 Special business

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

(a) at a meeting of shareholders that is not an annual general meeting, all business is special business except business relating to the conduct of or voting at the meeting or the election or appointment of directors;

(b) at an annual general meeting, all business is special business except for the following:

(i) business relating to the conduct of or voting at the meeting,

(ii) consideration of any financial statements of the Company presented to the meeting,

(iii) consideration of any reports of the directors or auditor,

(iv) the setting or changing of the number of directors,

(v) the election or appointment of directors,

(vi) the appointment of an auditor,

(vii) the setting of the remuneration of an auditor,

(viii) business arising out of a report of the directors not requiring the passing of a special resolution or an exceptional resolution, and

(ix) any other business which, under these Articles or the *Business Corporations Act*, may be transacted at a meeting of shareholders without prior notice of the business being given to the shareholders.

8.2 Special resolution

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

8.3 Quorum

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

8.4 Other persons may attend

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

8.5 Requirement of quorum

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

8.6 Lack of quorum

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

(a) in the case of a general meeting convened by requisition of shareholders, the meeting is dissolved; and

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

8.7 Chair

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

(a) the chair of the board, if any;

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

8.8 Alternate chair

At any meeting of shareholders, the directors present must choose one of their number to be chair of the meeting if:

(a) there is no chair of the board or president present within 15 minutes after the time set for holding the meeting;

(b) the chair of the board and the president are unwilling to act as chair of the meeting; or

(c) if the chair of the board and the president have advised the secretary, if any, or any director present at the meeting, that they will not be present at the meeting. If, in any of the foregoing circumstances, all of the directors present decline to accept the position of chair or fail to choose one of their number to be chair of the meeting, or if no director is present, the shareholders present in person or by proxy must choose any person present at the meeting to chair the meeting.

8.9 Adjournments

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

8.10 Notice of adjourned meeting

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

8.11 Motion need not be seconded

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

8.12 Manner of taking a poll

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

(a) the poll must be taken:

(i) at the meeting, or within 7 days after the date of the meeting, as the chair of the meeting directs, and

(ii) in the manner, at the time and at the place that the chair of the meeting directs;

(b) the result of the poll is deemed to be a resolution of, and passed at, the meeting at which the poll is demanded; and

(c) the demand for the poll may be withdrawn.

8.13 Demand for a poll on adjournment

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

8.14 Demand for a poll not to prevent continuation of meeting

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

8.15 Poll not available in respect of election of chair

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

8.16 Casting of votes on poll

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

8.17 Chair must resolve dispute

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

8.18 Chair has no second vote

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

8.19 Declaration of result

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

8.20 Meetings by telephone or other communications medium

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

(a) each such shareholder or proxy holder shall be deemed to be present at the meeting; and

(b) the meeting shall be deemed to be held at the location specified in the notice of the meeting.

PART 9 – ALTERATIONS AND RESOLUTIONS

9.1 Alteration of Authorized Share Structure

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

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

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

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

(i) decrease the par value of those shares,

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

(iii) subdivide all or any of its unissued or fully paid issued shares with par value into shares of smaller par value, or

(iv) consolidate all or any of its unissued or fully paid issued shares with par value into shares of larger par value;

(d) subdivide or consolidate all or any of its unissued or fully paid issued shares without par value;

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

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

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

9.2 Change of Name

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

9.3 Other Alterations or Resolutions

If the *Business Corporations Act* does not specify:

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

(b) the type of shareholders' resolution and these Articles do not specify another type of shareholders' resolution, the Company may by ordinary resolution authorize any act of the Company.

PART 10 – VOTES OF SHAREHOLDERS

10.1 Voting rights

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

(a) on a vote by show of hands, every person present who is a shareholder or proxy holder and entitled to vote at the meeting has one vote; and

(b) on a poll, every shareholder entitled to vote has one vote in respect of each share held by that shareholder that carries the right to vote on that poll and may exercise that vote either in person or by proxy.

10.2 Trustee of shareholder may vote

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

10.3 Votes by joint shareholders

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

(a) any one of the joint shareholders, but not both or all, may vote at any meeting, either personally or by proxy, in respect of the share as if that joint shareholder were solely entitled to it; or

(b) if more than one of the joint shareholders is present at any meeting, personally or by proxy, the joint shareholder present whose name stands first on the central securities register in respect of the share is alone entitled to vote in respect of that share.

10.4 Trustees as joint shareholders

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

10.5 Representative of a corporate shareholder

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

(a) for that purpose, the instrument appointing a representative must

(i) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least two (2) business days before the day set for the holding of the meeting, or

(ii) unless the notice of the meeting provides otherwise, be provided, at the meeting, to the chair of the meeting; and

(b) if a representative is appointed under this Article 10.5:

(i) the representative is entitled to exercise in respect of and at that meeting the same rights on behalf of the corporation that the representative represents as that corporation could exercise if it were a shareholder who is an individual, including, without limitation, the right to appoint a proxy holder, and

(ii) the representative, if present at the meeting, is to be counted for the purpose of forming a quorum and is deemed to be a shareholder present in person at the meeting.

10.6 When proxy provisions do not apply

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

10.7 Appointment of proxy holder

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

10.8 Alternate proxy holders

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

10.9 When proxy holder need not be shareholder

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

(a) the person appointing the proxy holder is a corporation or a representative of a corporation appointed under Article 10.5;

(b) the Company has at the time of the meeting for which the proxy holder is to be appointed only one shareholder entitled to vote at the meeting; or

(c) the shareholders present in person or by proxy at and entitled to vote at the meeting for which the proxy holder is to be appointed, by a resolution on which the proxy holder is not entitled to vote but in respect of which the proxy holder is to be counted in the quorum, permit the proxy holder to attend and vote at the meeting.

10.10 Form of proxy

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

(Name of Company)

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

Signed this ..... day of ....., ...

.....
Signature of shareholder

10.11 Provision of proxies

A proxy for a meeting of shareholders must:

(a) be received at the registered office of the Company or at any other place specified in the notice calling the meeting for the receipt of proxies, at least the number of business days specified in the notice or, if no number of days is specified, two (2) business days before the day set for the holding of the meeting; or

(b) unless the notice of the meeting provides otherwise, be provided at the meeting to the chair of the meeting.

10.12 Revocation of proxies

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

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

(b) provided at the meeting to the chair of the meeting.

10.13 Revocation of proxies must be signed

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

(a) if the shareholder for whom the proxy holder is appointed is an individual, the instrument must be signed by the shareholder or his or her trustee; or

(b) if the shareholder for whom the proxy holder is appointed is a corporation, the instrument must be signed by the corporation or by a representative appointed for the corporation under Article 10.5.

10.14 Validity of proxy votes

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

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

(b) by the chair of the meeting, before the vote is taken.

10.15 Production of evidence of authority to vote

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

10.16 Chair May Determine Validity of Proxy

Unless prohibited by applicable law, the chair of any meeting of shareholders may determine whether or not a proxy deposited for use at the meeting, which may not strictly comply with the requirements of this Article 10 as to form, execution, accompanying documentation, time of filing or otherwise, shall be valid for use at the meeting and any such determination made in good faith shall be final, conclusive and binding upon the meeting.

PART 11 – DIRECTORS

11.1 First directors; number of directors

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

(a) subject to paragraphs (b) and (c), the number of directors that is equal to the number of the Company's first directors;

(b) if the Company is a public company, the greater of three and the number most recently elected by ordinary resolution (whether or not previous notice of the resolution was given); and

(c) if the Company is not a public company, the number most recently elected by ordinary resolution (whether or not previous notice of the resolution was given).

11.2 Change in number of directors

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

(a) the shareholders may elect or appoint the directors needed to fill any vacancies in the board of directors up to that number;

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

11.3 Directors' acts valid despite vacancy

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

11.4 Qualifications of directors

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

11.5 Remuneration of directors

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

11.6 Reimbursement of expenses of directors

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

11.7 Special remuneration for directors

If any director performs any professional or other services for the Company that in the opinion of the directors are outside the ordinary duties of a director, or if any director is otherwise specially occupied in or about the Company's business, he or she may be paid remuneration fixed by the directors, or, at the option of that director, fixed by ordinary resolution, and such remuneration may be either in addition to, or in substitution for, any other remuneration that he or she may be entitled to receive.

11.8 Gratuity, pension or allowance on retirement of director

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

PART 12 – ELECTION AND REMOVAL OF DIRECTORS

12.1 Election at annual general meeting

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

(a) the shareholders entitled to vote at the annual general meeting for the election of directors may elect, or in the unanimous resolution appoint, a board of directors consisting of up to the number of directors for the time being set under these Articles; and

(b) all the directors cease to hold office immediately before the election or appointment of directors under paragraph (a), but are eligible for re-election or re-appointment.

12.2 Consent to be a director

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

(a) that individual consents to be a director in the manner provided for in the Business Corporations Act;

(b) that individual is elected or appointed at a meeting at which the individual is present and the individual does not refuse, at the meeting, to be a director; or

(c) with respect to first directors, the designation is otherwise valid under the Business Corporations Act.

12.3 Failure to elect or appoint directors

If:

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

(b) the shareholders fail, at the annual general meeting or in the unanimous resolution contemplated by Article 7.2, to elect or appoint any directors;

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

(c) the date on which his or her successor is elected or appointed; and

(d) the date on which he or she otherwise ceases to hold office under the Business Corporations Act or these Articles.

12.4 Directors may fill casual vacancies

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

12.5 Remaining directors' power to act

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

12.6 Shareholders may fill vacancies

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

12.7 Additional directors

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

(a) one-third of the number of first directors, if, at the time of the appointments, one or more of the first directors have not yet completed their first term of office; or

(b) in any other case, one-third of the number of the current directors who were elected or appointed as directors other than under this Article 12.7.

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

12.8 Ceasing to be a director

A director ceases to be a director when:

(a) the term of office of the director expires;

(b) the director dies;

(c) the director resigns as a director by notice in writing provided to the Company or a lawyer for the Company; or

(d) the director is removed from office pursuant to Articles 12.9 or 12.10.

12.9 Removal of director by shareholders

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

12.10 Removal of director by directors

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

12.11 Nominations of directors

(a) Only persons who are nominated in accordance with the following procedures shall be eligible for election as directors of the Company.

(b) Nominations of persons for election to the board may be made at any annual meeting of shareholders or at any special meeting of shareholders (if one of the purposes for which the special meeting was called was the election of directors):

(i) by or at the direction of the board, including pursuant to a notice of meeting,

(ii) by or at the direction or request of one or more shareholders pursuant to a proposal made in accordance with the provisions of the *Business Corporations Act*, or a requisition of the shareholders made in accordance with the provisions of the *Business Corporations Act*, or

(iii) by any person (a "**Nominating Shareholder**"): (A) who, at the close of business on the date of the giving of the notice provided for below in this Article 12.11 and on the record date for notice of such meeting, is entered in the securities register as a holder of one or more shares carrying the right to vote at such meeting or who beneficially owns shares that are entitled to be voted at such meeting; and (B) who complies with the notice procedures set forth below in this Article 12.11.

(c) In addition to any other applicable requirements, for a nomination to be made by a Nominating Shareholder, the Nominating Shareholder must have given timely notice thereof (as provided for in Article 12.11(d)) in proper written form to the secretary of the Company at the principal executive offices of the Company.

(d) To be timely, a Nominating Shareholder's notice to the secretary of the Company must be given:

(i) in the case of an annual meeting of shareholders, not less than 30 nor more than 65 days prior to the date of the annual meeting of shareholders; provided, however, that in the event that the annual meeting of shareholders is to be held on a date that is less than 50 days after the date (the "**Notice Date"**) on which the first public announcement (as defined below) of the date of the annual meeting was made, notice by the Nominating Shareholder may be given not later than the close of business on the tenth (10th) day after the Notice Date in respect of such meeting; and

(ii) in the case of a special meeting (which is not also an annual meeting) of shareholders called for the purpose of electing directors (whether or not called for other purposes), not later than the close of business on the fifteenth (15th) day following the day on which the first public announcement of the date of the special meeting of shareholders was made.

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

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

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

(ii) as to the Nominating Shareholder giving the notice: (A) any proxy, contract, arrangement, understanding or relationship pursuant to which such Nominating Shareholder has a right to vote any shares of the Company; (B) the class or series and number of shares in the capital of the Company which are controlled or which are owned beneficially or of the record by the Nominating Shareholder as of the record date for the meeting of shareholders (if such date shall then have been made publicly available and shall have occurred) and as of the date of such notice, and (C) any other information relating to such Nominating Shareholder that would be required to be made in a dissident's proxy circular in connection with solicitations of proxies for election of directors pursuant to the *Business Corporations Act* and Applicable Securities Laws (as defined below).

(f) The Company may require any proposed nominee to furnish such other information as may reasonably be required by the Company to determine the eligibility of such proposed nominee to

serve as an independent director of the Company or that could be material to a reasonable shareholder's understanding of the independence, or lack thereof, of such proposed nominee.

(g) The chair of the meeting shall have the power and duty to determine whether a nomination was made in accordance with the provisions set forth in this Article 12.11 and, if any proposed nomination is not in compliance with such provisions, to declare that such defective nomination shall be disregarded.

(h) For purposes of this Article 12.11:

(i) "**Affiliate**", when used to indicate a relationship with a person, means a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such specified person;

(ii) "**Applicable Securities Laws**" means the applicable securities legislation of each relevant province and territory of Canada, as amended from time to time, the rules, regulations and forms made or promulgated under any such statute and the published national instruments, multilateral instruments, policies, bulletins and notices of the securities commission and similar regulatory authority of each province and territory of Canada;

(iii) "**Associate**", when used to indicate a relationship with a specified person, means:

A. any corporation or trust of which such person beneficially owns, directly or indirectly, voting securities carrying more than 10% of the voting rights attached to all voting securities of such corporation or trust for the time being outstanding,

B. any partner of that person,

C. any trust or estate in which such person has a substantial beneficial interest or as to which such person serves as trustee or in a similar capacity,

D. a spouse of such specified person,

E. any person of either sex with whom such specified person is living in a conjugal relationship outside marriage, or

F. any relative of such specified person or of a person mentioned in clauses D or E of this definition if that relative has the same residence as the specified person;

(iv) "**Derivatives Contract**" means a contract between two parties (the "**Receiving Party**" and the "**Counterparty**") that is designed to expose the Receiving Party to economic benefits and risks that correspond substantially to the ownership by the Receiving Party of a number of shares in the capital of the Company or securities convertible into such shares specified or referenced in such contract (the number corresponding to such economic benefits and risks, the "**Notional Securities**"), regardless of whether obligations under such contract are required or permitted to be settled through the delivery of cash, shares in the capital of the Company or securities convertible into such shares or other property, without regard to any short position under the same or any other Derivatives Contract. For the avoidance of doubt, interests in broad-based index options, broad-based index futures and broad-based publicly traded market baskets of stocks approved for trading by the appropriate governmental authority shall not be deemed to be Derivatives Contracts;

(v) "**owned beneficially**" or "**owns beneficially**" means, in connection with the ownership of shares in the capital of the Company by a person:

A. any such shares as to which such person or any of such person's Affiliates or Associates owns at law or in equity, or has the right to acquire or become the owner at law or in equity, where such right is exercisable immediately or after the passage of time and whether or not on condition or the happening of any contingency or the making of any payment, upon the exercise of any conversion right, exchange right or purchase right attaching to any securities, or pursuant to any agreement, arrangement, pledge or understanding whether or not in writing,

B. any such shares as to which such person or any of such person's Affiliates or Associates has the right to vote, or the right to direct the voting, where such right is exercisable immediately or after the passage of time and whether or not on condition or the happening of any contingency or the making of any payment, pursuant to any agreement, arrangement, pledge or understanding whether or not in writing,

C. any such shares which are beneficially owned, directly or indirectly, by a Counterparty (or any of such Counterparty's Affiliates or Associates) under any Derivatives Contract (without regard to any short or similar position under the same or any other Derivatives Contract) to which such person or any of such person's Affiliates or Associates is a Receiving Party; provided, however, that the number of shares that a person owns beneficially pursuant to this clause in connection with a particular Derivatives Contract shall not exceed the number of Notional Securities with respect to such Derivatives Contract; provided, further, that the number of securities owned beneficially by each Counterparty (including their respective Affiliates and Associates) under a Derivatives Contract shall for purposes of this clause be deemed to include all securities that are owned beneficially, directly or indirectly, by any other Counterparty (or any of such other Counterparty's Affiliates or Associates) under any Derivatives Contract to which such first Counterparty (or any of such first Counterparty's Affiliates or Associates) is a Receiving Party and this proviso shall be applied to successive Counterparties as appropriate, and

D. any such shares which are owned beneficially within the meaning of this definition by any other person with whom such person is acting jointly or in concert with respect to the Company or any of its securities, and

(vi) "**public announcement**" shall mean disclosure in a press release reported by a national news service in Canada, or in a document publicly filed by the Company under its profile on the System of Electronic Document Analysis and Retrieval at www.sedar.com.

(i) Notwithstanding any other provision of this Article 12.11, notice given to the secretary of the Company pursuant to this Article 12.11 may only be given by personal delivery, facsimile transmission or by email (at such email address as stipulated from time to time by the secretary of the Company for purposes of this notice), and shall be deemed to have been given and made only at the time it is served by personal delivery, email (at the address as aforesaid, provided that receipt of confirmation of such transmission has been received) or sent by facsimile transmission (provided that receipt of confirmation of such transmission has been received) to the secretary at the address of the principal executive offices of the Company; provided that if such delivery or electronic communication is made on a day which is a not a business day or later than 5:00 p.m. (Vancouver time) on a day which is a business day, then such delivery or electronic communication shall be deemed to have been made on the subsequent day that is a business day.

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

PART 13 – PROCEEDINGS OF DIRECTORS

13.1 Meetings of directors

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

13.2 Chair of meetings

Meetings of directors are to be chaired by:

(a) the chair of the board, if any;

(b) in the absence of the chair of the board, the president, if any, if the president is a director; or

(c) any other director chosen by the directors if:

(i) neither the chair of the board nor the president, if a director, is present at the meeting within 15 minutes after the time set for holding the meeting,

(ii) neither the chair of the board nor the president, if a director, is willing to chair the meeting, or

(iii) the chair of the board and the president, if a director, have advised the secretary, if any, or any other director, that they will not be present at the meeting.

13.3 Voting at meetings

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

13.4 Meetings by telephone or other communications medium

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

13.5 Who may call extraordinary meetings

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

13.6 Notice of extraordinary meetings

Subject to Articles 13.7 and 13.8, if a meeting of the board is called under Article 13.5, reasonable notice of that meeting, specifying the place, date and time of that meeting, must be given to each of the directors:

(a) by mail addressed to the director's address as it appears on the books of the Company or to any other address provided to the Company by the director for this purpose;

(b) by leaving it at the director's prescribed address or at any other address provided to the Company by the director for this purpose; or

(c) orally, by delivery of written notice or by telephone, voice mail, e-mail, fax or any other method of legibly transmitting messages.

13.7 When notice not required

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

(a) the meeting is to be held immediately following a meeting of shareholders at which that director was elected or appointed or is the meeting of the directors at which that director is appointed;

(b) the director has filed a waiver under Article 13.9; or

(c) the director attends such meeting.

13.8 Meeting valid despite failure to give notice

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

13.9 Waiver of notice of meetings

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

13.10 Effect of waiver

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

13.11 Quorum

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

13.12 If only one director

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

PART 14 – COMMITTEES OF DIRECTORS

14.1 Appointment of committees

The directors may, by resolution:

(a) appoint one or more committees consisting of the director or directors that they consider appropriate;

(b) delegate to a committee appointed under paragraph (a) any of the directors' powers, except:

(i) the power to fill vacancies in the board,

(ii) the power to change the membership of, or fill vacancies in, any committee of the board, and

(iii) the power to appoint or remove officers appointed by the board; and

(c) make any delegation referred to in paragraph (b) subject to the conditions set out in the resolution.

14.2 Obligations of committee

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

(a) conform to any rules that may from time to time be imposed on it by the directors; and

(b) report every act or thing done in exercise of those powers to the earliest meeting of the directors to be held after the act or thing has been done.

14.3 Powers of board

The board may, at any time:

(a) revoke the authority given to a committee, or override a decision made by a committee, except as to acts done before such revocation or overriding;

(b) terminate the appointment of, or change the membership of, a committee; and

(c) fill vacancies in a committee.

14.4 Committee meetings

Subject to Article 14.2(a):

(a) the members of a directors' committee may meet and adjourn as they think proper;

(b) a directors' committee may elect a chair of its meetings but, if no chair of the meeting is elected, or if at any meeting the chair of the meeting is not present within 15 minutes after the time set for holding the meeting, the directors present who are members of the committee may choose one of their number to chair the meeting;

(c) a majority of the members of a directors' committee constitutes a quorum of the committee; and

(d) questions arising at any meeting of a directors' committee are determined by a majority of votes of the members present, and in case of an equality of votes, the chair of the meeting has no second or casting vote.

PART 15 – OFFICERS

15.1 Appointment of officers

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

15.2 Functions, duties and powers of officers

The board may, for each officer:

(a) determine the functions and duties the officer is to perform;

(b) entrust to and confer on the officer any of the powers exercisable by the directors on such terms and conditions and with such restrictions as the directors think fit; and

(c) from time to time revoke, withdraw, alter or vary all or any of the functions, duties and powers of the officer.

15.3 Remuneration

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

PART 16 – CERTAIN PERMITTED ACTIVITIES OF DIRECTORS

16.1 Other office of director

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

16.2 No disqualification

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

16.3 Professional services by director or officer

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

16.4 Remuneration and benefits received from certain entities

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

PART 17 – INDEMNIFICATION

17.1 Indemnification of directors

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

17.2 Deemed contract

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

PART 18 – AUDITOR

18.1 Remuneration of an auditor

The directors may set the remuneration of the auditor of the Company without the prior approval of the shareholders.

18.2 Waiver of appointment of an auditor

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

PART 19 – DIVIDENDS

19.1 Declaration of dividends

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

19.2 No notice required

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

19.3 Directors may determine when dividend payable

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

19.4 Dividends to be paid in accordance with number of shares

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

19.5 Manner of paying dividend

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

19.6 Dividend bears no interest

No dividend bears interest against the Company.

19.7 Fractional dividends

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

19.8 Payment of dividends

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

(a) subject to paragraphs (b) and (c), to the address of the shareholder;

(b) subject to paragraph (c), in the case of joint shareholders, to the address of the joint shareholder whose name stands first on the central securities register in respect of the shares; or

(c) to the person and to the address as the shareholder or joint shareholders may direct in writing.

19.9 Receipt by joint shareholders

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

PART 20 – ACCOUNTING RECORDS

20.1 Recording of financial affairs

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

PART 21 – EXECUTION OF INSTRUMENTS

21.1 Who may attest seal

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

(a) any two (2) directors;

(b) any officer, together with any director;

(c) if the Company has only one director, that director; or

(d) any one or more directors or officers or persons as may be determined by resolution of the directors.

21.2 Sealing copies

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

21.3 Execution of documents not under seal

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

PART 22 – NOTICES

22.1 Method of giving notice

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

(a) mail addressed to the person at the applicable address for that person as follows:

(i) for a record mailed to a shareholder, the shareholder's registered address,

(ii) for a record mailed to a director or officer, the prescribed address for mailing shown for the director or officer in the records kept by the Company or the mailing address provided by the recipient for the sending of that record or records of that class, or

(iii) in any other case, the mailing address of the intended recipient;

(b) delivery at the applicable address for that person as follows, addressed to the person:

(i) for a record delivered to a shareholder, the shareholder's registered address,

(ii) for a record delivered to a director or officer, the prescribed address for delivery shown for the director or officer in the records kept by the Company or the delivery address provided by the recipient for the sending of that record or records of that class,

(iii) in any other case, the delivery address of the intended recipient;

(c) sending the record by fax to the fax number provided by the intended recipient for the sending of that record or records of that class;

(d) sending the record by email to the email address provided by the intended recipient for the sending of that record or records of that class;

(e) physical delivery to the intended recipient; or

(f) such other manner of delivery as is permitted by applicable legislation governing electronic delivery.

22.2 Deemed receipt of mailing

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

22.3 Certificate of sending

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

22.4 Notice to joint shareholders

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

22.5 Notice to trustees

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

(a) mailing the record, addressed to them:

(i) by name, by the title of the legal personal representative of the deceased or incapacitated shareholder, by the title of trustee of the bankrupt shareholder or by any similar description, and

(ii) at the address, if any, supplied to the Company for that purpose by the persons claiming to be so entitled; or

(b) if an address referred to in Article 22.5(a)(ii) has not been supplied to the Company, by giving the notice in a manner in which it might have been given if the death, bankruptcy or incapacity had not occurred.

PART 23 – RESTRICTION ON SHARE TRANSFER

23.1 Application

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

23.2 Consent required for transfer

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

Full Name and Signature of Director	Date of Signing
ARES STRATEGIC MINING INC. Per: _____ Authorized Signatory	_____, 2022

TAB 2

This is **Exhibit "2"** to the

Affidavit of **James Walker**

sworn remotely this 3rd day of October, 2022.

A Commissioner for Taking Affidavits, etc.

Alfred Pepushaj (LSO #84973C)

Court File No. CV-22-00687750-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MADAM	)	THURSDAY, THE 6TH
JUSTICE KIMMEL	)	DAY OF OCTOBER, 2022
	)	

IN THE MATTER OF an application under section 182 of the *Business Corporations Act,* R.S.O. 1990, c. B. 16, as amended

AND IN THE MATTER OF Rule 14.05(2) of the *Rules of Civil Procedure*

AND IN THE MATTER OF a proposed arrangement of **ARES STRATEGIC MINING INC.** involving its shareholders and **ENYO STRATEGIC MINING INC.**

INTERIM ORDER

THIS MOTION made by the Applicant, Ares Strategic Mining Inc. ("**Ares**"), for an interim order for advice and directions pursuant to section 182(5) of the *Business Corporations Act*, R.S.O. 1990, c. B.16, as amended ("**OBCA**") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, the Notice of Application issued on September 23, 2022, and the affidavit of James Walker sworn October ____, 2022, (the "**Walker Affidavit**"), including the Arrangement Agreement, which is attached as Schedule B to the draft management information circular of Ares (the "**Information Circular**"), which is attached as Exhibit 1 to the Walker Affidavit, and on hearing the submissions of counsel for Ares.

Definitions

1. **THIS COURT ORDERS** that all definitions used in this Interim Order shall have the meaning ascribed thereto in the Information Circular or otherwise as specifically defined herein.

The Meeting

2. **THIS COURT ORDERS** that the timeframe for Ares to call its annual meeting of holders of voting common shares in the capital of Ares (the "**Shareholders**") is hereby extended.

3. **THIS COURT ORDERS** that Ares is permitted to call, hold and conduct an annual and special meeting (the "**Meeting**") of the Shareholders to be held Suite 900 – 885 West Georgia Street, Vancouver, British Columbia on November 14, 2022, at 10:00 A.M. (Vancouver Time) in order for the Shareholders to consider and, if determined advisable, pass special resolutions authorizing, adopting and approving, with or without variation, the Arrangement and the Plan of Arrangement (collectively, the "**Arrangement Resolution**"), among other things.

4. **THIS COURT ORDERS** that the Meeting shall be called, held and conducted in accordance with the OBCA, the notice of meeting of Shareholders, which accompanies the Information Circular (the "**Notice of Meeting**") and the articles and by-laws of Ares, subject to what may be provided hereafter and subject to further order of this court.

5. **THIS COURT ORDERS** that the record date (the "Record Date") for determination of the shareholders entitled to notice of, and to vote at, the Meeting shall be October 7, 2022.

6. **THIS COURT ORDERS** that the only persons entitled to attend or speak at the Meeting shall be:

a) the Shareholders or their respective proxyholders;

b) the Ares Optionholders and Ares Warrantholders;

c) the officers, directors, auditors and advisors of Ares;

d) representatives and advisors of Enyo Strategic Mining Inc. ("**Enyo**"); and

e) other persons who may receive the permission of the Chair of the Meeting.

7. **THIS COURT ORDERS** that Ares may transact such other business at the Meeting as is contemplated in the Information Circular, or as may otherwise be properly before the Meeting.

Quorum

8. **THIS COURT ORDERS** that the Chair of the Meeting shall be determined by Ares and that the quorum at the Meeting shall be such number of individuals representing at least 25% of the Ares Shares entitled to vote at the Meeting either as Shareholders or proxyholders.

Amendments to the Arrangement and Plan of Arrangement

9. **THIS COURT ORDERS** that Ares is authorized to make, subject to the terms of the Arrangement Agreement, and paragraph 10, below, such amendments, modifications or supplements to the Arrangement as it may determine without any additional notice to the Shareholders, or others entitled to receive notice under paragraphs 13 and 14 hereof and the Arrangement and Plan of Arrangement, as so amended, modified or supplemented shall be the Arrangement and Plan of Arrangement to be submitted to the Shareholders at the Meeting and shall be the subject of the Arrangement Resolution. Amendments, modifications or supplements may be made following the Meeting, but shall be subject to review and, if appropriate, further direction by this Honourable Court at the hearing for the final approval of the Arrangement.

10. **THIS COURT ORDERS** that, if any amendments, modifications or supplements to the Arrangement as referred to in paragraph 9, above, would, if disclosed, reasonably be expected to affect a Shareholder's decision to vote for or against the Arrangement Resolution, notice of such amendment, modification or supplement shall be distributed, subject to further order of this Honourable Court, by press release, newspaper advertisement, prepaid ordinary mail, or by the method most reasonably practicable in the circumstances, as Ares may determine.

Amendments to the Information Circular

11. **THIS COURT ORDERS** that Ares is authorized to make such amendments, revisions and/or supplements to the draft Information Circular as it may determine and

the Information Circular, as so amended, revised and/or supplemental, shall be the Information Circular to be distributed in accordance with paragraphs 13 and 14.

Adjournments and Postponements

12. **THIS COURT ORDERS** that Ares, if it deems advisable and subject to the terms of the Arrangement Agreement, is specifically authorized to adjourn or postpone the Meeting on one or more occasions, without the necessity of first convening the Meeting or first obtaining any vote of the Shareholders respecting the adjournment or postponement, and notice of any such adjournment or postponement shall be given by such method as Ares may determine is appropriate in the circumstances. This provision shall not limit the authority of the Chair of the Meeting in respect of adjournments and postponements.

Notice of Meeting

13. **THIS COURT ORDERS** that, in order to effect notice of the Meeting, Ares shall send the Information Circular (including the Notice of Application and this Interim Order), the Notice of Meeting, the form of proxy and the letter of transmittal, along with such amendments or additional documents as Ares may determine are necessary or desirable and are not inconsistent with the terms of this Interim Order (collectively, the "Meeting Materials"), to the following:

a) the registered Shareholders at the close of business on the Record Date, at least twenty-one (21) days prior to the date of the Meeting, excluding the date of sending and the date of the Meeting, by one or more of the following methods:

i) by electronic transmission to the e-mail address of the Shareholders as they appear on the books and records of Ares, or its registrar and transfer agent, at the close of business on the Record Date and if no address is shown therein, then by pre-paid ordinary mail at the last address of the person known to the Corporate Secretary of Ares;

ii) by pre-paid ordinary or first-class mail at the addresses of the Shareholders as they appear on the books and records of Ares, or its registrar and transfer agent, at the close of business on the Record Date and if no address is shown therein, then the last address of the person known to the Corporate Secretary of Ares;

iii) by delivery, in person or by recognized courier service or inter-office mail, to the address specified in (i) above; or

iv) by facsimile or electronic transmission to any Shareholder, who is identified to the satisfaction of Ares, who requests such transmission in writing and, if required by Ares, who is prepared to pay the charges for such transmission;

b) non-registered Shareholders by providing sufficient copies of the Meeting Materials to intermediaries and registered nominees in a timely manner, in accordance with National Instrument 54-101 of the Canadian Securities Administrators; and

c) the respective directors and auditors of Ares, by delivery in person, by recognized courier service, by pre-paid ordinary or first-class mail or, with the consent of the person, by facsimile or electronic transmission, at least twenty-one (21) days prior to the date of the Meeting, excluding the date of sending and the date of the Meeting;

and that compliance with this paragraph shall constitute sufficient notice of the Meeting.

14. **THIS COURT ORDERS** that, in the event that Ares elects to distribute the Meeting Materials, Ares is hereby directed to distribute the Information Circular (including the Notice of Application, and this Interim Order), and any other communications or documents determined by Ares to be necessary or desirable (collectively, the "Court Materials") the holders of Ares Warrants or Ares Options by any method permitted for notice to Shareholders as set forth in paragraphs 13(a) or 13(b), above, concurrently with the distribution described in paragraph 13 of this Interim Order. Distribution to such persons shall be to their addresses as they appear on the books and records of Ares or its registrar and transfer agent at the close of business on the Record Date.

15. **THIS COURT ORDERS** that accidental failure or omission by Ares to give notice of the meeting or to distribute the Meeting Materials or Court Materials to any person entitled by this Interim Order to receive notice, or any failure or omission to give such notice as a result of events beyond the reasonable control of Ares, or the non-receipt of such notice shall, subject to further order of this Honourable Court, not

constitute a breach of this Interim Order nor shall it invalidate any resolution passed or proceedings taken at the Meeting. If any such failure or omission is brought to the attention of Ares, it shall use its best efforts to rectify it by the method and in the time most reasonably practicable in the circumstances.

16. **THIS COURT ORDERS** that Ares is hereby authorized to make such amendments, revisions or supplements to the Meeting Materials and Court Materials, as Ares may determine in accordance with the terms of the Arrangement Agreement ("**Additional Information**"), and that notice of such Additional Information may, subject to paragraph 10, above, be distributed by press release, newspaper advertisement, pre-paid ordinary mail, or by the method most reasonably practicable in the circumstances, as Ares may determine.

17. **THIS COURT ORDERS** that distribution of the Meeting Materials and Court Materials pursuant to paragraphs 13 and 14 of this Interim Order shall constitute notice of the Meeting and good and sufficient service of the within Application upon the persons described in paragraphs 13 and 14 and that those persons are bound by any orders made on the within Application. Further, no other form of service of the Meeting Materials or the Court Materials or any portion thereof need to be made, or notice given or other material served in respect of these proceedings and/or the Meeting to such persons or to any other persons, except to the extent required by paragraph 10, above.

Solicitation and Revocation of Proxies

18. **THIS COURT ORDERS** that Ares is authorized to use the letter of transmittal and proxies substantially in the form of the drafts accompanying the Information Circular, with such amendments and additional information as Ares may determine are necessary or desirable, subject to the terms of the Arrangement Agreement. Ares is authorized, at its expense, to solicit proxies, directly or through its officers, directors or employees, and through such agents or representatives as they may retain for that purpose, and by mail or such other forms of personal or electronic communication as it may determine. Ares may waive generally, in its discretion, the time limits set out in the Information Circular for the deposit or revocation of proxies by Shareholders, if Ares deems it advisable to do so.

19. **THIS COURT ORDERS** that the Shareholders shall be entitled to revoke their proxies in accordance with section 110(4) of the OBCA (except as the procedures of that section are varied by this paragraph) provided that any instruments in writing delivered pursuant to section 110(4)(a) of the OBCA: (a) may be deposited at the registered office of Ares or with the transfer agent of Ares as set out in the Information Circular; and (b) any such instruments must be received by Ares or its transfer agent not later than 5:00 pm (Vancouver time) two (2) business days prior to the Meeting (or any adjournment or postponement thereof).

Voting

20. **THIS COURT ORDERS** that the only persons entitled to vote in person or by proxy on the Arrangement Resolution, or such other business as may be properly

brought before the Meeting, shall be those Shareholders who hold voting common shares of Ares as of the close of business on the Record Date. Illegible votes, spoiled votes, defective votes and abstentions shall be deemed to be votes not cast. Proxies that are properly signed and dated but which do not contain voting instructions shall be voted in favour of the Arrangement Resolution.

21. **THIS COURT ORDERS** that votes shall be taken at the Meeting on the basis of one vote per common share and that in order for the Plan of Arrangement to be implemented, subject to further Order of this Honourable Court, the Arrangement Resolution must be passed, with or without variation, at the Meeting by an affirmative vote of at least two-thirds ($66^{2}/_{3}$%) of the votes cast in respect of the Arrangement Resolution at the Meeting in person or by proxy by the Shareholders. Such votes shall be sufficient to authorize Ares to do all such acts and things as may be necessary or desirable to give effect to the Arrangement and the Plan of Arrangement on a basis consistent with what is provided for in the Information Circular without the necessity of any further approval by the Shareholders, subject only to final approval of the Arrangement by this Honourable Court.

22. **THIS COURT ORDERS** that in respect of matters properly brought before the Meeting pertaining to items of business affecting Ares (other than in respect of the Arrangement Resolution), each Shareholder is entitled to one vote for each voting common share held.

Dissent Rights

23. **THIS COURT ORDERS** that each registered Shareholder shall be entitled to exercise Dissent Rights in connection with the Arrangement Resolution in accordance with section 185 of the OBCA (except as the procedures of that section are varied by this Interim Order and the Plan of Arrangement) provided that, notwithstanding subsection 185(6) of the OBCA, any Shareholder who wishes to dissent must, as a condition precedent thereto, provide written objection to the Arrangement Resolution to Ares in the form required by section 185 of the OBCA and the Arrangement Agreement, which written objection must be received by Ares not later than 5:00 p.m. (Eastern time) on the last business day immediately preceding the Meeting (or any adjournment or postponement thereof), and must otherwise strictly comply with the requirements of the OBCA. For purposes of these proceedings, the "court" referred to in section 185 of the OBCA means this Honourable Court.

24. **THIS COURT ORDERS** that any Shareholder who duly exercises such Dissent Rights set out in paragraph 22 above and who:

i) is ultimately determined by this Honourable Court to be entitled to be paid fair value for his, her or its voting common shares, shall be deemed to have transferred those voting common shares as of the Effective Time, without any further act or formality and free and clear of all liens, claims, encumbrances, charges, adverse interests or security interests to Enyo for cancellation in consideration for a payment of cash from Enyo equal to such fair value; or

ii) is for any reason ultimately determined by this Honourable Court not to be entitled to be paid fair value for his, her or its voting common shares pursuant to the exercise of the Dissent Right, shall be deemed to have participated in the Arrangement on the same basis and at the same time as any non-dissenting Shareholder;

but in no case shall Ares, Enyo or any other person be required to recognize such Shareholders as holders of voting common shares of Ares at or after the date upon which the Arrangement becomes effective and the names of such Shareholders shall be deleted from Ares' register of holders of voting common shares at that time.

Hearing of Application for Approval of the Arrangement

25. **THIS COURT ORDERS** that upon approval by the Shareholders of the Plan of Arrangement in the manner set forth in this Interim Order, Ares may apply to this Honourable Court for final approval of the Arrangement.

26. **THIS COURT ORDERS** that distribution of the Notice of Application and the Interim Order in the Information Circular, when sent in accordance with paragraphs 13 and 14 shall constitute good and sufficient service of the Notice of Application and this Interim Order and no other form of service need be effected and no other material need be served unless a Notice of Appearance is served in accordance with this Order.

27. **THIS COURT ORDERS** that any Notice of Appearance served in response to the Notice of Application shall be served on the solicitors for Ares, with a copy to

counsel for Enyo, as soon as reasonably practicable, and, in any event, no less than five days before the hearing of this Application at the following addresses:

WEIRFOULDS LLP
Barristers & Solicitors
66 Wellington Street West, Suite 4100
TD Bank Tower
P.O. Box 35
Toronto, ON M5K 1B7

Attention: Conor Dooley
cdooley@weirfoulds.com

Solicitors for Ares

Clark Wilson LLP
900-885 West Georgia Street
Vancouver, British Columbia
V6C 3H1

Attention: Cam McTavish
cmctavish@cwilson.com

Solicitors for Enyo

28. **THIS COURT ORDERS** that, subject to further order of this Honourable Court, the only persons entitled to appear and be heard at the hearing of the within application shall be:

i) the Applicant Ares;

ii) Enyo; and

iii) any person who has filed a Notice of Appearance herein in accordance with the Notice of Application, this Interim Order and the *Rules of Civil Procedure*.

29. **THIS COURT ORDERS** that any materials to be filed by Ares in support of the within Application for final approval of the Arrangement may be filed up to one day prior to the hearing of the Application without further order of this Honourable Court.

30. **THIS COURT ORDERS** that in the event the within Application for final approval does not proceed on the date set forth in the Notice of Application, and is adjourned, only those persons who served and filed a Notice of Appearance in accordance with paragraph 27 shall be entitled to be given notice of the adjourned date.

Precedence

31. **THIS COURT ORDERS** that, to the extent of any inconsistency or discrepancy between this Interim Order and the terms of any instrument creating, governing or collateral to the voting common shares, Ares Options, Ares Warrants or other rights to acquire voting common shares of Ares, or the articles or by-laws of Ares, this Interim Order shall govern.

Extra-Territorial Assistance

32. **THIS COURT** seeks and requests the aid and recognition of any court or any judicial, regulatory or administrative body in any province of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province and any court or any judicial, regulatory or administrative body of the United States or other country to act in aid of and to assist this Honourable Court in carrying out the terms of this Interim Order.

Variance

33. **THIS COURT ORDERS** that Ares shall be entitled to seek leave to vary this Interim Order upon such terms and upon the giving of such notice as this Honourable Court may direct.

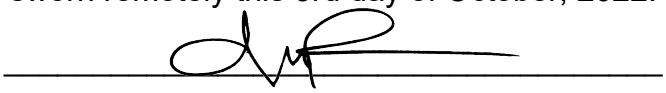
18189236

TAB 3

This is **Exhibit "3"** to the

Affidavit of **James Walker**

sworn remotely this 3rd day of October, 2022.



A Commissioner for Taking Affidavits, etc.

Alfred Pepushaj (LSO #84973C)

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF AN APPLICATION UNDER SECTION 182 OF THE *BUSINESS CORPORATIONS ACT*, R.S.O. 1990, c. B.16, AS AMENDED,

AND IN THE MATTER OF RULE 14.05(2) OF THE *RULES OF CIVIL PROCEDURE*

AND IN THE MATTER OF A PROPOSED ARRANGEMENT OF ARES STRATEGIC MINING INC. INVOLVING ITS SHAREHOLDERS AND ENYO STRATEGIC MINING INC.

ARES STRATEGIC MINING INC., APPLICANT

NOTICE OF APPLICATION

TO THE RESPONDENTS:

A LEGAL PROCEEDING HAS BEEN COMMENCED by the applicant. The claim made by the applicant appears on the following page.

THIS APPLICATION will come on for a hearing before the Commercial List on a date to be scheduled via Zoom, 330 University Avenue, Toronto, ON M5G 1R7.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the Rules of Civil Procedure, serve it on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS

APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date: September 23, 2022

Issued by Gurwinderjit Singh Brar
Digitally signed by Gurwinderjit Singh Brar
Date: 2022.09.23 15:32:26 -04'00'
Local Registrar

Address of court office: 330 University Avenue
9th Floor
Toronto, ON
M5G 1R7

TO: **ALL SHAREHOLDERS OF ARES STRATEGIC MINING INC.**

AND TO: **ALL HOLDERS OF ARES OPTIONS AND ARES WARRANTS (AS DEFINED IN THE ARRANGEMENT AGREEMENT)**

AND TO: **THE DIRECTORS OF ARES STRATEGIC MINING INC.**

AND TO: **THE AUDITOR OF ARES STRATEGIC MINING INC.**

AND TO: **THE DIRECTOR APPOINTED UNDER THE *BUSINESS CORPORATIONS ACT***

AND TO: **ENYO STRATEGIC MINING INC.**

c/o Clark Wilson LLP
900-885 West Georgia Street
Vancouver, British Columbia
V6C 3H1

Attn: Cam McTavish
cmctavish@cwilson.com

Lawyers for Enyo Strategic Mining Inc.

APPLICATION

1. THE APPLICANT, ARES STRATEGIC MINING INC., MAKES APPLICATION FOR:

(a) an interim order for advice and directions under section 182(5) of the *Business Corporations Act*, R.S.O. 1990, c. B.16, as amended ("**OBCA**") in connection with a proposed arrangement ("**Arrangement**") of Ares Strategic Mining Inc. ("**Ares**");

(b) a final order approving the Arrangement pursuant to section 182(5) of the OBCA;

(c) an order extending the time for Ares to call its annual meeting of shareholders pursuant to section 94 of the OBCA;

(d) if necessary, an order abridging the time, or dispensing with the requirements for service of the application materials herein; and

(e) such further and other relief as this Court may deem just.

2. THE GROUNDS FOR THE APPLICATION ARE:[1]

(a) Ares is a corporation governed by the OBCA;

(b) Ares and Enyo Strategic Mining Inc. ("**Enyo**"), a wholly owned subsidiary of Ares, will enter into an agreement where Enyo will acquire from Ares certain properties and related assets as well as assume certain related liabilities;

(c) Enyo will issue 13,600,000 common shares without par value ("**Enyo Shares**") (or such other number of shares as determined by the board of directors of Enyo) ("**Enyo Spinout Shares**") to Ares to complete the acquisition of these properties, such shares to be distributed to the Ares Shareholders pursuant to the Arrangement;

(d) Following completion of the steps at (b) and (c) above, pursuant to the Arrangement, among other events:

i) the existing Ares Shares will be redesignated as Ares Class A Shares;

ii) Ares will create a new class of common shares known as the New Ares Shares;

iii) each Ares Class A Share will be exchanged for one New Ares Share and 0.1 of an Enyo Spinout Share;

[1] All terms as defined in the Arrangement Agreement.

iv) the Ares Class A Shares will be cancelled; and

v) all outstanding Ares Options will be transferred and exchange, and all outstanding Ares Warrants will be amended to allow holders to acquire, upon exercise, New Ares Shares and Enyo Shares in amounts reflective of the relative fair market values of Ares and Enyo at the date the Arrangement is effective under the OBCA.

(e) As a result of the Arrangement, Ares Shareholders will own the Enyo Spinout Shares, and Ares will have no further interest in Enyo or the Enyo Shares.

(f) the Arrangement is an "arrangement" as defined in section 182(1)(h) of the OBCA;

(g) it is not practicable for Ares to effect the Arrangement under any other provision of the OBCA;

(h) all statutory procedures under the OBCA have been or will have been met by the return date of this Application;

(i) the Arrangement and application is put forward in good faith;

(j) the Arrangement is fair and reasonable;

(k) the directions set out and shareholder approvals required pursuant to any Interim Order this Court may grant will have been followed and obtained by the return date of this Application;

(l) section 182 of the OBCA;

(m) section 3(a)(10) of the *United States Securities Act of 1933*, as amended (the "**U.S. Securities Act**"), exempts from the registration requirements of the U.S. Securities Act those securities which are issued in exchange for *bona fide* outstanding securities, claims or property interests, or partly in exchange and partly for cash, where the terms and conditions of such issuance and exchange are approved after a hearing by a court upon the fairness of such terms and conditions, at which all persons to whom it is proposed to issue securities in such exchange shall have the right to appear. Based on the Court's approval of the Arrangement, Enyo intends to rely upon the exemption under section 3(a)(10) of the U.S. Securities Act to issue securities pursuant to the Arrangement;

(n) Ares held its last annual meeting of shareholders on July 7, 2021. Pursuant to section 94 of the OBCA, Ares is required to hold its next annual meeting of shareholders no later than October 7, 2022. Ares requires the Court's interim order for advice and directions related to the Arrangement and as a result, it will not be able to call its next annual meeting of shareholders prior to the expiry of the statutory fifteen-month period. Ares intends to call its next annual meeting

of shareholders as soon as possible after the Court has issued its interim order for advice and directions.

(o) rules 3.02, 14.05(2), 14.05(3), 16.04, 17.02, 37 and 38 of the *Rules of Civil Procedure*;

(p) National Instrument 54-101 – Communication with Beneficial Owners of Securities of a Reporting Issuer, of the Canadian Securities Administrators; and

(q) such further and other grounds as counsel may advise and this Court may permit.

3. THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED AT THE HEARING OF THE APPLICATION:

(a) affidavit(s) of James Walker, CEO, with exhibits thereto;

(b) a further or supplementary affidavit, to be affirmed, with the exhibits thereto, reporting as to compliance with any interim order, if granted, and the results of the meeting conducted pursuant to such interim order; and

(c) such further and other material as counsel may advise and this Court may permit.

Date: September 23, 2022

WEIRFOULDS LLP
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TD Bank Tower, PO Box 35
Toronto, ON M5K 1B7

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Lawyers for the Applicant, Ares Strategic Mining Inc.

IN THE MATTER OF AN APPLICATION UNDER SECTION 182 OF THE *BUSINESS CORPORATIONS ACT*, R.S.O. 1990, c. B.16, AS AMENDED,
AND IN THE MATTER OF RULE 14.05(2) OF THE RULES OF CIVIL PROCEDURE,
AND IN THE MATTER OF A PROPOSED ARRANGEMENT OF ARES STRATEGIC MINING INC. INVOLVING ITS SHAREHOLDERS AND ENYO STRATEGIC MINING INC.
ARES STRATEGIC MINING INC., APPLICANT

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding Commenced at Toronto

NOTICE OF APPLICATION

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Lawyers for the Applicant,
Ares Strategic Mining Inc.

TAB 4

This is **Exhibit "4"** to the

Affidavit of **James Walker**

sworn remotely this 3rd day of October, 2022.

A Commissioner for Taking Affidavits, etc.

Alfred Pepushaj (LSO #84973C)

ARRANGEMENT AGREEMENT

THIS ARRANGEMENT AGREEMENT is dated as of the ♦ day of September, 2022.

BETWEEN:

ARES STRATEGIC MINING INC., a corporation existing under the *Business Corporations Act* (Ontario)

("**Ares**")

AND:

ENYO STRATEGIC MINING INC., a corporation existing under the *Business Corporations Act* (British Columbia)

("**Enyo**")

WHEREAS:

A. Ares and Enyo wish to implement a corporate restructuring by way of a statutory arrangement;

B. Prior to the Effective Time of the Arrangement, Ares will have sold and transferred the Liard Property, the Vanadium Ridge Property and certain related assets to its wholly-owned subsidiary, Enyo, and Enyo will have assumed certain liabilities relating to the foregoing and issued the Enyo Spinout Shares to Ares, all upon and subject to the terms and conditions set forth in a conveyance agreement;

C. Pursuant to the Arrangement, Ares and Enyo wish to participate in a series of transactions whereby, among other things, Ares will distribute the Enyo Spinout Shares such that the holders of Ares Shares (other than Dissenting Shareholders) will become the holders of the Enyo Spinout Shares;

D. Ares proposes to convene a meeting of the Ares Shareholders to consider the Arrangement pursuant to Section 182 of the OBCA, on the terms and conditions set forth in the Plan of Arrangement; and

E. Each of the parties to this Agreement has agreed to participate in and support the Arrangement.

NOW THEREFORE, in consideration of the premises and the respective covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto hereby covenant and agree as follows:

ARTICLE 1
DEFINITIONS, INTERPRETATION AND EXHIBIT

1.1 **Definitions**. In this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following capitalized words and terms shall have the following meanings:

(a) "**Agreement**" means this arrangement agreement, including the exhibits attached hereto, as the same may be supplemented or amended from time to time;

(b) "**Ares**" means Ares Strategic Mining Inc., a corporation incorporated pursuant to the laws of the Province of Ontario;

(c) "**Ares Board**" means the board of directors of Ares;

(d) "**Ares Class A Shares**" means the renamed and redesignated Ares Shares as described in §3.1(b)(i) of the Plan of Arrangement;

(e) "**Ares Meeting**" means the annual and special meeting of the Ares Shareholders and any adjournments thereof to be held to, among other things, consider and, if deemed advisable, approve the Arrangement;

(f) "**Ares Options**" means options to acquire Ares Shares, including options under the terms of which are deemed exercisable for Ares Shares, that are outstanding immediately prior to the Effective Time;

(g) "**Ares Replacement Option**" means an option to acquire a New Ares Share to be issued by Ares to a holder of a Ares Option pursuant to §3.1(c) of the Plan of Arrangement;

(h) "**Ares Shareholder**" means a holder of Ares Shares;

(i) "**Ares Shares**" means the common shares without par value which Ares is authorized to issue as the same are constituted on the date hereof;

(j) "**Ares Warrants**" means the share purchase warrants of Ares exercisable to acquire Ares Shares, including warrants under the terms of which are deemed exercisable for Ares Shares, that are outstanding immediately prior to the Effective Time;

(k) "**Arrangement Provisions**" means Section 182 of the OBCA;

(l) "**Arrangement Resolution**" means the special resolution of the Ares Shareholders to approve the Arrangement, as required by the Interim Order and the OBCA in the form attached as Schedule "A" to the Plan of Arrangement;

(m) "**Arrangement**" means the arrangement pursuant to the Arrangement Provisions as contemplated by the provisions of this Agreement and the Plan of Arrangement;

(n) "**Authority**" means any: (i) multinational, federal, provincial, state, municipal, local or foreign governmental or public department, court or commission, domestic or foreign; (ii) subdivision or authority of any of the foregoing; or (iii) quasi-governmental or self-regulatory organization exercising any regulatory, expropriation or taxing authority under or for the account of its members or any of the above;

(o) "**BCBCA**" means the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended;

(p) "**Business Day**" means a day which is not a Saturday, Sunday or statutory holiday in Toronto, Ontario;

(q) **"Certificate of Arrangement"** means the certificate to be endorsed by the Director pursuant to Section 183(2) of the OBCA giving effect to the Arrangement;

(r) "**Constating Documents**" means, in respect of Ares, the Articles and related Notice of Articles under the OBCA and, in respect of Enyo, the Articles and related Notice of Articles under the BCBCA;

(s) "**Court**" means the Ontario Superior Court of Justice;

(t) "**CSE**" means the Canadian Securities Exchange, operated by CNSX Inc.;

(u) **"Director"** means the Director appointed under Section 278 of the OBCA;

(v) "**Dissent Procedures**" means the rules pertaining to the exercise of Dissent Rights as set forth in Section 185 of the OBCA and Article 5 of the Plan of Arrangement;

(w) "**Dissent Rights**" means the right of a registered Ares Shareholder to dissent from the Arrangement Resolution in accordance with the provisions of the OBCA, as modified by the Interim Order, and to be paid the fair value of the Ares Shares in respect of which the holder dissents;

(x) "**Dissenting Shareholder**" means a registered holder of Ares Shares who dissents in respect of the Arrangement in strict compliance with the Dissent Procedures and who has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights;

(y) "**Effective Date**" means the date that the Arrangement is effective under the OBCA as endorsed by the Certificate of Arrangement;

(z) "**Effective Time**" means 12:01 a.m. (Toronto time) on the Effective Date as endorsed by the Certificate of Arrangement;

(aa) "**Enyo**" means Enyo Strategic Mining Inc., a corporation incorporated pursuant to the laws of the Province of British Columbia;

(bb) "**Enyo Board**" means the board of directors of Enyo;

(cc) "**Enyo Options**" means share purchase options issued pursuant to the Enyo Equity Incentive Plan, including the Enyo Options pursuant to §3.1(c) of the Plan of Arrangement;

(dd) "**Enyo Shares**" means the common shares without par value which Enyo is authorized to issue as the same are constituted on the date hereof;

(ee) "**Enyo Spinout Shares**" means the 13,600,000 Enyo Shares (or such other amount determined by the Enyo Board) issued or to be issued to Ares prior to the Effective Time to complete the acquisition of the Liard Property, the Vanadium Ridge Property and certain related assets, such shares to be distributed to the Ares Shareholders pursuant to the Plan of Arrangement;

(ff) "**Enyo Equity Incentive Plan**" means the equity incentive plan to be adopted by Enyo pursuant to Section 4.3 of this Agreement, in substantially similar terms as the equity incentive plan in respect of Ares and may otherwise be modified, amended or restated as more particularly described in the Information Circular;

(gg) "**Final Order**" means the final order of the Court pursuant to Section 182 of the OBCA approving the Arrangement;

(hh) "**In the Money Amount**" at a particular time with respect to an Ares Option, Ares Replacement Option or Enyo Option means the amount, if any, by which the fair market value of the underlying security exceeds the exercise price of the relevant option at such time;

(ii) "**Information Circular**" means the management information circular of Ares, including all schedules thereto, to be sent to the Ares Shareholders in connection with the Ares Meeting, together with any amendments or supplements thereto;

(jj) "**Interim Order**" means the interim order of the Court pursuant to Section 182 of the OBCA providing advice and directions in connection with the Ares Meeting and the Arrangement;

(kk) "**Laws**" means all laws, by-laws, statutes, rules, regulations, principles of law, orders, ordinances, protocols, codes, guidelines, policies, notices, directions and judgments or other requirements and the terms and conditions of any grant of approval, permission, authority or license of any Authority, to the extent of the foregoing have the force of law, and the term "applicable" with respect to such laws and in a context that refers to one or more parties, means such laws as are applicable to such party or its business, undertaking, property or securities and emanate from a Person having jurisdiction over the party or parties or its or their business, undertaking, property or securities;

(ll) "**Liard Property**" means the eighteen (18) mineral claims owned or to be owned as to 100% by Enyo, located in north-central British Columbia and known as the Liard fluorspar property;

(mm) "**New Ares Shares**" means the new class of voting common shares without par value which Ares will create and issue as described in §3.1(b)(ii) of the Plan of Arrangement and for which the Ares Class A Shares are, in part, to be exchanged under the Plan of Arrangement and which, immediately after completion of the transactions comprising the Plan of Arrangement, will be identical in every relevant respect to the Ares Shares;

(nn) "**OBCA**" means the *Business Corporations Act*, R.S.O. 1990, c.B.16, as amended;

(oo) "**party**" means either Ares or Enyo and "parties" means, collectively, Ares and Enyo;

(pp) "**Person**" means and includes an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, a trustee, executor, administrator or other legal representative and the Crown or any agency or instrumentality thereof;

(qq) "**Plan of Arrangement**" means the plan of arrangement attached to this Agreement as Exhibit I, as the same may be amended from time to time;

(rr) "**Tax Act**" means the *Income Tax Act* (Canada), R.S.C. 1985 (5th Supp.) c.1, as amended;

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

(tt) "**Vanadium Ridge Property**" means the twenty (20) mineral claims owned or to be owned as to 50% by Enyo located near Barriere, British Columbia and known as the Vanadium Ridge property, and for greater certainty, does not include the remaining 50% ownership interest in such claims, which are owned by a third party;

1.2 **Currency**. All amounts of money which are referred to in this Agreement are expressed in lawful money of Canada unless otherwise specified.

1.3 **Interpretation Not Affected by Headings**. The division of this Agreement into articles, sections, subsections, paragraphs and subparagraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of the provisions of this Agreement. The terms "this Agreement", "hereof", "herein", "hereunder" and similar expressions refer to this Agreement and the exhibits hereto as a whole and not to any particular article, section, subsection, paragraph or subparagraph hereof and include any agreement or instrument supplementary or ancillary hereto.

1.4 **Number and Gender**. In this Agreement, unless the context otherwise requires, words importing the singular shall include the plural and vice versa and words importing the use of either gender shall include both genders and neuter and words importing persons shall include firms and corporations.

1.5 **Date for any Action**. In the event that any date on which any action is required to be taken hereunder by Ares or Enyo is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.6 **Meaning**. Words and phrases used herein and defined in the OBCA or the BCBCA, as the case may be, shall have the same meaning herein as in the OBCA or the BCBCA, as applicable, unless the context otherwise requires.

1.7 **Exhibits**. Attached hereto and deemed to be incorporated into and form part of this Agreement as Exhibit I is the Plan of Arrangement.

ARTICLE 2
ARRANGEMENT

2.1 **Arrangement**. The parties agree to effect the Arrangement pursuant to the Arrangement Provisions on the terms and subject to the conditions contained in this Agreement and the Plan of Arrangement.

2.2 **Effective Date of Arrangement**. The Arrangement shall become effective on the Effective Date as set out in the Plan of Arrangement.

2.3 **Commitment to Effect**. Subject to termination of this Agreement pursuant to Article 6 hereof, the parties shall each use all commercially reasonable efforts and do all things reasonably required to cause the Plan of Arrangement to become effective by no later than December 31, 2022, or by such other date as Ares and Enyo may determine, and in conjunction therewith to cause the conditions described in Section 5.1 to be complied with prior to the Effective Date. Without limiting the generality of the foregoing, the parties shall proceed forthwith to apply for the Interim Order and Ares shall call the Ares Meeting and mail the Information Circular to the Ares Shareholders.

2.4 **Filing of Final Order**. Subject to the rights of termination contained in Article 6 hereof, upon the Ares Shareholders approving the Arrangement Resolution in accordance with the provisions of the Interim Order and the OBCA, Ares obtaining the Final Order and the other conditions contained in Article 5 hereof being complied with or waived, Ares on its behalf and on behalf of Enyo shall file with the Director:

(a) the records and information required by the Director pursuant to the Arrangement Provisions; and

(b) a copy of the Final Order.

2.5 **U.S. Securities Law Matters**. The parties agree that the Arrangement will be carried out with the intention that the New Ares Shares and Enyo Shares, the Ares Replacement Options and Enyo Options and the modified Ares Warrants delivered or deemed to be delivered upon completion of the Arrangement to Ares Shareholders, holders of Ares Options and holders of Ares Warrants will be issued by Ares and Enyo in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) thereof. In order to ensure the availability of the exemption under Section 3(a)(10) of the U.S. Securities Act, the parties agree that the Arrangement will be carried out on the following basis:

(a) the Arrangement will be subject to the approval of the Court and the Court will hold a hearing approving the fairness of the terms and conditions of the Arrangement;

(b) prior to the hearing required to approve the Arrangement, the Court will be advised as to the intention of the Parties to rely on the exemption under Section 3(a)(10) of the U.S. Securities Act;

(c) the Court will be required to satisfy itself as to the substantive and procedural fairness of the terms and conditions of the Arrangement to the Ares Shareholders, holders of Ares Options and holders of Ares Warrants subject to the Arrangement;

(d) Ares will ensure that each Ares Shareholder, holder of Ares Options and holder of Ares Warrants entitled to receive New Ares Shares and Enyo Shares, Ares Replacement Options and Enyo Options or modified Ares Warrants on completion of the Arrangement will be given adequate notice advising them of their right to attend the hearing of the Court to give approval of the Arrangement and providing them with sufficient information necessary for them to exercise that right;

(e) the Ares Shareholders, holders of Ares Options and holders of Ares Warrants entitled to receive such securities on completion of the Arrangement will be advised that such securities issued in the Arrangement have not been registered under the U.S. Securities Act and will be issued in reliance on the exemption under Section 3(a)(10) of the U.S. Securities Act;

(f) the Final Order approving the Arrangement that is obtained from the Court will expressly state that the terms and conditions of the Arrangement is approved by the Court as being fair, substantively and procedurally, to the Ares Shareholders, holders of Ares Options and holders of Ares Warrants;

(g) the Interim Order approving the Ares Meeting will specify that each Ares Shareholder will have the right to appear before the Court at the hearing of the Court to give approval of the Arrangement so long as the Ares Shareholder, holder of Ares Options or holder of Ares Warrants enters an appearance within a reasonable time and in accordance with the requirements of Section 3(a)(10) under the U.S. Securities Act; and

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

> "This Order will serve as a basis of a claim to an exemption, pursuant to Section 3(a)(10) of the United States Securities Act of 1933, as amended, from the registration requirements otherwise imposed by that Act, regarding the issuance or deemed issuance of New Ares Shares and Enyo Shares, Ares Replacement Options and Enyo Options and modified Ares Warrants pursuant to the Plan of Arrangement."

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 **Representations and Warranties**. Each of the parties hereby represents and warrants to the other party that:

(a) it is a corporation duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation, and has full capacity and authority to enter into this Agreement and to perform its covenants and obligations hereunder;

(b) it has taken all corporate actions necessary to authorize the execution and delivery of this Agreement and to consummate the transactions contemplated herein and this Agreement has been duly executed and delivered by it;

(c) neither the execution and delivery of this Agreement nor the performance of any of its covenants and obligations hereunder will constitute a material default under, or be in any material contravention or breach of (i) any provision of its Constating Documents or other governing

corporate documents, (ii) any judgment, decree, order, law, statute, rule or regulation applicable to it, or (iii) any agreement or instrument to which it is a party or by which it is bound; and

(d) no dissolution, winding up, bankruptcy, liquidation or similar proceedings has been commenced or are pending or proposed in respect of it.

ARTICLE 4
COVENANTS

4.1 **Covenants**. Each of the parties covenants with the other that it will do and perform all such acts and things, and execute and deliver all such agreements, assurances, notices and other documents and instruments, as may reasonably be required to facilitate the carrying out of the intent and purpose of this Agreement.

4.2 **Interim Order and Final Order**. The parties acknowledge that Ares will apply to and obtain from the Court, pursuant to the Arrangement Provisions, the Interim Order providing for, among other things, the calling and holding of the Ares Meeting for the purpose of considering and, if deemed advisable, approving and adopting the Arrangement Resolution. The parties each covenant and agree that if the approval of the Arrangement by the Ares Shareholders as set out in Section 5.1(b) hereof is obtained, Ares will thereafter (subject to the exercise of any discretionary authority granted to Ares's directors) take the necessary actions to submit the Arrangement to the Court for approval and apply for the Final Order and, subject to compliance with any of the other conditions provided for in Article 5 hereof and to the rights of termination contained in Article 6 hereof, file the material described in Section 2.4 with the Director.

4.3 **Enyo Equity Incentive Plan**. In connection with, but prior to, the Arrangement, Enyo shall adopt the Enyo Equity Incentive Plan.

4.4 **Ares Options**. The parties acknowledge that pursuant to the Arrangement, each Ares Option then outstanding to acquire one Ares Share shall be transferred and exchanged for:

(a) one Ares Replacement Option to acquire one New Ares Share having an exercise price equal to the product of the original exercise price of the Ares Option multiplied by the fair market value of a New Ares Share at the Effective Time divided by the total of the fair market value of a New Ares Share and the fair market value of 0.1 of an Enyo Share at the Effective Time; and

(b) one Enyo Option to acquire 0.1 of an Enyo Share, each whole Enyo Option having an exercise price equal to the product of the original exercise price of the Ares Option multiplied by the fair market value of 0.1 of an Enyo Share at the Effective Time divided by the total of the fair market value of one New Ares Share and 0.1 of an Enyo Share at the Effective Time,

provided that the aforesaid exercise prices shall be adjusted to the extent, if any, required to ensure that the aggregate In the Money Amount of the Ares Replacement Option and the Enyo Option immediately after the exchange does not exceed the In the Money Amount immediately before the exchange of the Ares Option so exchanged. It is intended that subsection 7(1.4) of the Tax Act apply to the exchange of Ares Options, and Enyo agrees to promptly issue Enyo Shares upon the due exercise of Enyo Options.

4.5 **Ares Warrants**. The parties acknowledge that, from and after the Effective Date, all Ares Warrants shall entitle the holder to receive, upon due exercise of the Ares Warrant, for the original exercise price:

(a) one New Ares Share for each Ares Share that was issuable upon due exercise of the Ares Warrant immediately prior to the Effective Time; and

(b) 0.1 of an Enyo Share for each Ares Share that was issuable upon due exercise of the Ares Warrant immediately prior to the Effective Time;

and Enyo hereby covenants that it shall forthwith upon receipt of written notice from Ares from time to time issue, as directed by Ares, that number of Enyo Shares as may be required to satisfy the foregoing.

Ares shall, as agent for Enyo, collect and pay to Enyo an amount for each 0.1 of an Enyo Share so issued that is equal to the exercise price under the Ares Warrant multiplied by the fair market value of 0.1 of an Enyo Share at the Effective Time divided by the total of the fair market value of one New Ares Share and 0.1 of an Enyo Share at the Effective Time.

4.6 **Fair Market Value**. For the purposes of Sections 4.4 and 4.5 and Section 3.1 of the Plan of Arrangement, fair market value of the New Ares Shares and the Enyo Shares shall be determined by the Ares Board, acting in good faith.

4.7 **Issuance of Enyo Spinout Shares to Ares**. Prior to the Effective Time, Enyo shall have issued the Enyo Spinout Shares to Ares to complete the acquisition of the Liard Property, the Vanadium Ridge Property and certain related assets.

ARTICLE 5
CONDITIONS

5.1 **Conditions Precedent**. The respective obligations of the parties to complete the transactions contemplated by this Agreement shall be subject to the satisfaction of the following conditions:

(a) the Interim Order shall have been granted in form and substance satisfactory to Ares;

(b) the Arrangement Resolution, with or without amendment, shall have been approved by the required number of votes cast by Ares Shareholders at the Ares Meeting in accordance with the Interim Order;

(c) the Arrangement and this Agreement, with or without amendment, shall have been approved by the shareholder of Enyo, to the extent required by, and in accordance with the applicable Laws and the constating documents of Enyo;

(d) the Final Order shall have been obtained in form and substance satisfactory to each of Ares and Enyo;

(e) the CSE shall have conditionally approved the Arrangement to the extent required, including the listing of the New Ares Shares issuable under the Arrangement in substitution for the Ares Class A Shares and the delisting of the Ares Class A Shares, as of the Effective Date, subject to compliance with the requirements of the CSE;

(f) all other consents, orders, regulations and approvals, including regulatory and judicial approvals and orders required or necessary or desirable for the completion of the transactions provided for in this Agreement and the Plan of Arrangement shall have been obtained or received from the Persons, authorities or bodies having jurisdiction in the circumstances each in form acceptable to Ares and Enyo;

(g) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement and the Plan of Arrangement;

(h) no law, regulation or policy shall have been proposed, enacted, promulgated or applied which interferes or is inconsistent with the completion of the Arrangement and Plan of Arrangement, including any material change to the income tax laws of Canada, which would reasonably be

expected to have a material adverse effect on any of Ares, the Ares Shareholders or Enyo if the Arrangement is completed;

(i) notices of dissent pursuant to Article 5 of the Plan of Arrangement shall not have been delivered by Ares Shareholders holding greater than 5% of the outstanding Ares Shares; and

(j) this Agreement shall not have been terminated under Article 6 hereof.

Except for the conditions set forth in Sections 5.1(a), (b), (d), (e), (f), (g), (h) and (i), which may not be waived, any of the other conditions in this Section 5.1 may be waived by either Ares or Enyo at its discretion.

5.2 **Pre-Closing**. Unless this Agreement is terminated earlier pursuant to the provisions hereof, the parties shall meet at the offices of Clark Wilson LLP, Suite 900 - 885 West Georgia Street, Vancouver, British Columbia V6C 3H1, at 9:00 a.m. on the Business Day immediately preceding the Effective Date, or at such other location or at such other time or on such other date as they may mutually agree, and each of them shall deliver to the other of them:

(a) the documents required to be delivered by it hereunder to complete the transactions contemplated hereby, provided that each such document required to be dated the Effective Date shall be dated as of, or become effective on, the Effective Date and shall be held in escrow to be released upon the occurrence of the Effective Date; and

(b) written confirmation as to the satisfaction or waiver by it of the conditions in its favour contained in this Agreement.

5.3 **Merger of Conditions**. The conditions set out in Section 5.1 hereof shall be conclusively deemed to have been satisfied, waived or released upon the occurrence of the Effective Date.

5.4 **Merger of Representations, Warranties and Covenants**. The representations and warranties in Section 3.1 shall be conclusively deemed to be correct as of the Effective Date and the covenants in Section 4.1 hereof shall be conclusively deemed to have been complied with in all respects as of the Effective Date, and each shall accordingly merge in and not survive the effectiveness of the Arrangement.

ARTICLE 6
AMENDMENT AND TERMINATION

6.1 **Amendment**. Subject to any mandatory applicable restrictions under the Arrangement Provisions or the Final Order, this Agreement, including the Plan of Arrangement, may at any time and from time to time before or after the holding of the Ares Meeting, but prior to the Effective Date, be amended by the written agreement of the parties hereto without, subject to applicable law, further notice to or authorization on the part of the Ares Shareholders.

6.2 **Termination**. Subject to Section 6.3, this Agreement may at any time before or after the holding of the Ares Meeting, and before or after the granting of the Final Order, but in each case prior to the Effective Date, be terminated by direction of the Ares Board without further action on the part of the Ares Shareholders and nothing expressed or implied herein or in the Plan of Arrangement shall be construed as fettering the absolute discretion by the Ares Board to elect to terminate this Agreement and discontinue efforts to effect the Arrangement for whatever reasons it may consider appropriate.

6.3 **Cessation of Right**. The right of Ares or Enyo or any other party to amend or terminate the Plan of Arrangement pursuant to Section 6.1 and Section 6.2 shall be extinguished upon the occurrence of the Effective Date.

ARTICLE 7
GENERAL

7.1 **Notices**. All notices which may or are required to be given pursuant to any provision of this Agreement shall be given or made in writing and shall be delivered or sent by facsimile or email, addressed as follows:

(a) in the case of Ares or Enyo:

1001 – 409 Granville Street
Vancouver, British Columbia
V6C 1T2

Attention: James Walker
Email: jwalker@aresmining.com
Facsimile: 604.345.1576

(b) in each case with a copy to:

Clark Wilson LLP
900 - 885 West Georgia Street
Vancouver, British Columbia
V6C 3H1

Attention: Cam McTavish
Email: cmctavish@cwilson.com
Facsimile: 604.891.7731

7.2 **Assignment**. Neither of the parties may assign its rights or obligations under this Agreement or the Arrangement without the prior written consent of the other.

7.3 **Binding Effect**. This Agreement and the Arrangement shall be binding upon and shall enure to the benefit of the parties and their respective successors and permitted assigns.

7.4 **Waiver**. Any waiver or release of the provisions of this Agreement, to be effective, must be in writing and executed by the party granting such waiver or release.

7.5 **Governing Law**. This Agreement shall be governed by and be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

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

7.7 **Expenses**. All expenses incurred by a party in connection with this Agreement, the Arrangement and the transactions contemplated hereby and thereby shall be borne by Ares or as otherwise mutually agreed by the parties.

7.8 **Entire Agreement**. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties.

7.9 **Time of Essence**. Time is of the essence of this Agreement.

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

ARES STRATEGIC MINING INC.

Per: _____
Authorized Signatory

ENYO STRATEGIC MINING INC.

Per: _____
Authorized Signatory

EXHIBIT I

TO THE ARRANGEMENT AGREEMENT
DATED AS OF THE ♦ DAY OF SEPTEMBER, 2022 BETWEEN
ARES STRATEGIC MINING INC. AND
ENYO STRATEGIC MINING INC.

PLAN OF ARRANGEMENT
UNDER SECTION 182 OF
THE BUSINESS CORPORATIONS ACT (ONTARIO)

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 **Definitions**. In this plan of arrangement, unless there is something in the subject matter or context inconsistent therewith, the following capitalized words and terms shall have the following meanings:

(a) "**Ares**" means Ares Strategic Mining Inc., a corporation incorporated pursuant to the laws of the Province of Ontario;

(b) "**Ares Board**" means the board of directors of Ares;

(c) "**Ares Class A Shares**" means the renamed and redesignated Ares Shares as described in §3.1(b)(i) of this Plan of Arrangement;

(d) "**Ares Meeting**" means the annual and special meeting of the Ares Shareholders and any adjournments thereof to be held to, among other things, consider and, if deemed advisable, approve the Arrangement;

(e) "**Ares Optionholders**" means the holders of Ares Options on the Effective Date;

(f) "**Ares Options**" means options to acquire Ares Shares, including options under the terms of which are deemed exercisable for Ares Shares, that are outstanding immediately prior to the Effective Time;

(g) "**Ares Replacement Option**" means an option to acquire a New Ares Share to be issued by Ares to a holder of a Ares Option pursuant to §3.1(c) of this Plan of Arrangement;

(h) "**Ares Shareholder**" means a holder of Ares Shares;

(i) "**Ares Shares**" means the common shares without par value which Ares is authorized to issue as the same are constituted on the date hereof;

(j) "**Ares Warrantholders**" means the holders of Ares Warrants on the Effective Date;

(k) "**Ares Warrants**" means the share purchase warrants of Ares exercisable to acquire Ares Shares, including warrants under the terms of which are deemed exercisable for Ares Shares, that are outstanding immediately prior to the Effective Time;

(l) "**Arrangement**" means the arrangement pursuant to the Arrangement Provisions as contemplated by the provisions of the Arrangement Agreement and this Plan of Arrangement;

(m) "**Arrangement Agreement**" means the arrangement agreement dated as of ♦, 2022 between Ares and Enyo, as may be supplemented or amended from time to time;

(n) "**Arrangement Provisions**" means Section 182 of the OBCA;

(o) "**Arrangement Resolution**" means the special resolution of the Ares Shareholders to approve the Arrangement, as required by the Interim Order and the OBCA, in the form attached as Schedule "A" hereto;

(p) "**BCBCA**" means the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended;

(q) "**Business Day**" means a day which is not a Saturday, Sunday or statutory holiday in Toronto, Ontario;

(r) **"Certificate of Arrangement"** means the certificate to be endorsed by the Director pursuant to Section 183(2) of the OBCA giving effect to the Arrangement;

(s) "**Court**" means the Ontario Superior Court of Justice;

(t) "**Depositary**" means TSX Trust Company, or such other depositary as Ares may determine;

(u) **"Director"** means the Director appointed under Section 278 of the OBCA;

(v) "**Dissent Procedures**" means the rules pertaining to the exercise of Dissent Rights as set forth in Section 185 of the OBCA and Article 5 of this Plan of Arrangement;

(w) "**Dissent Rights**" means the right of a registered Ares Shareholder to dissent from the Arrangement Resolution in accordance with the provisions of the OBCA, as modified by the Interim Order, and to be paid the fair value of the Ares Shares in respect of which the holder dissents;

(x) "**Dissenting Share**" has the meaning given in §3.1(a) of this Plan of Arrangement;

(y) "**Dissenting Shareholder**" means a registered holder of Ares Shares who dissents in respect of the Arrangement in strict compliance with the Dissent Procedures and who has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights;

(z) "**Effective Date**" means the date that the Arrangement is effective under the OBCA as endorsed by the Certificate of Arrangement;

(aa) "**Effective Time**" means 12:01 a.m. (Toronto time) on the Effective Date as endorsed by the Certificate of Arrangement;

(bb) "**Enyo**" means Enyo Strategic Mining Inc., a corporation incorporated pursuant to the laws of the Province of British Columbia;

(cc) "**Enyo Board**" means the board of directors of Enyo;

(dd) "**Enyo Incorporation Share**" means the one Enyo Share held by Ares that was issued to Ares on the incorporation of Enyo;

(ee) "**Enyo Options**" means share purchase options issued pursuant to the Enyo Equity Incentive Plan, including the Enyo Options pursuant to §3.1(c) of this Plan of Arrangement;

(ff) "**Enyo Shares**" means the common shares without par value which Enyo is authorized to issue as the same are constituted on the date hereof;

(gg) "**Enyo Shareholder**" means a holder of Enyo Shares;

(hh) "**Enyo Spinout Shares**" means the 13,600,000 Enyo Shares (or such other amount determined by the Enyo Board) issued or to be issued to Ares prior to the Effective Time to complete the acquisition of the Liard Property, the Vanadium Ridge Property and certain related assets, such shares to be distributed to the Ares Shareholders pursuant to this Plan of Arrangement;

(ii) "**Enyo Equity Incentive Plan**" means the equity incentive plan to be adopted by Enyo pursuant to the Arrangement Agreement, in substantially similar terms as the equity incentive plan in respect of Ares and may otherwise be modified, amended or restated as more particularly described in the Information Circular;

(jj) "**Final Order**" means the final order of the Court approving the Arrangement;

(kk) "**In the Money Amount**" at a particular time with respect to an Ares Option, Ares Replacement Option or Enyo Option means the amount, if any, by which the fair market value of the underlying security exceeds the exercise price of the relevant option at such time;

(ll) "**Information Circular**" means the management information circular of Ares, including all schedules thereto, to be sent to the Ares Shareholders in connection with the Ares Meeting, together with any amendments or supplements thereto;

(mm) "**Interim Order**" means the interim order of the Court providing advice and directions in connection with the Ares Meeting and the Arrangement;

(nn) "**Letter of Transmittal**" means the letter of transmittal in respect of the Arrangement to be sent to Ares Shareholders together with the Information Circular;

(oo) "**Liard Property**" means the eighteen (18) mineral claims owned or to be owned as to 100% by Enyo, located in north-central British Columbia and known as the Liard fluorspar property;

(pp) "**New Ares Shares**" means a new class of voting common shares without par value which Ares will create and issue as described in §3.1(b)(ii) of this Plan of Arrangement and for which the Ares Class A Shares are, in part, to be exchanged under this Plan of Arrangement and which, immediately after completion of the transactions comprising this Plan of Arrangement, will be identical in every relevant respect to the Ares Shares;

(qq) "**OBCA**" means the *Business Corporations Act*, R.S.O. 1990, c. B.16, as amended;

(rr) "**Plan of Arrangement**" means this plan of arrangement, as the same may be amended from time to time;

(ss) "**Share Distribution Record Date**" means the close of business on the Business Day immediately preceding the Effective Date for the purpose of determining the Ares Shareholders entitled to receive New Ares Shares and Enyo Shares pursuant to this Plan of Arrangement or such other date as the Ares Board may select;

(tt) "**Tax Act**" means the Income Tax Act (Canada), R.S.C. 1985 (5th Supp.) c.1, as amended;

(uu) "**Vanadium Ridge Property**" means the twenty (20) mineral claims owned or to be owned as to 50% by Enyo located near Barriere, British Columbia and known as the Vanadium Ridge property, and for greater certainty, does not include the remaining 50% ownership interest in such claims, which are owned by a third party; and

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

1.2 **Interpretation Not Affected by Headings**. The division of this Plan of Arrangement into articles, sections, subsections, paragraphs and subparagraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement. Unless otherwise specifically indicated, the terms "this Plan of Arrangement", "hereof", "herein", "hereunder" and similar expressions refer to this Plan of Arrangement as a whole and not to any particular article, section, subsection, paragraph or subparagraph and include any agreement or instrument supplementary or ancillary hereto.

1.3 **Number and Gender**. Unless the context otherwise requires, words importing the singular number only shall include the plural and vice versa, words importing the use of either gender shall include both genders and neuter and words importing persons shall include firms and corporations.

1.4 **Meaning**. Words and phrases used herein and defined in the OBCA or the BCBCA, as the case may be, shall have the same meaning herein as in the OBCA or the BCBCA, as applicable, unless the context otherwise requires.

1.5 **Date for any Action**. If any date on which any action is required to be taken under this Plan of Arrangement is not a Business Day, such action shall be required to be taken on the next succeeding Business Day.

1.6 **Governing Law**. This Plan of Arrangement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

ARTICLE 2
ARRANGEMENT AGREEMENT

2.1 **Arrangement Agreement**. This Plan of Arrangement is made pursuant and subject to the provisions of the Arrangement Agreement.

2.2 **Arrangement Effectiveness**. The Arrangement and this Plan of Arrangement shall become final and conclusively binding on Ares, Enyo, the Ares Shareholders (including Dissenting Shareholders), Ares Optionholders, Ares Warrantholders and Enyo Shareholders at the Effective Time without any further act or formality as required on the part of any person, except as expressly provided herein.

ARTICLE 3
THE ARRANGEMENT

3.1 **The Arrangement**. Commencing at the Effective Time, the following shall occur and be deemed to occur in the following chronological order without further act or formality notwithstanding anything contained in the provisions attaching to any of the securities of Ares or Enyo, but subject to the provisions of Article 5:

(a) each Ares Share outstanding in respect of which a Dissenting Shareholder has validly exercised his, her or its Dissent Rights (each, a "**Dissenting Share**") shall be directly transferred and assigned by such Dissenting Shareholder to Ares, without any further act or formality and free and clear of any liens, charges and encumbrances of any nature whatsoever, and will be cancelled and cease to be outstanding and such Dissenting Shareholders will cease to have any rights as Ares Shareholders other than the right to be paid the fair value for their Ares Shares by Ares;

(b) the authorized share structure of Ares shall be altered by:

(i) renaming and redesignating all of the issued and unissued Ares Shares as "Class A common shares without par value" and amending the special rights and restrictions attached to those shares to provide the holders thereof with two votes in respect of each share held, being the "Ares Class A Shares"; and

(ii) creating a new class consisting of an unlimited number of "common shares without par value" with terms and special rights and restrictions identical to those of the Ares Shares immediately prior to the Effective Time, being the "New Ares Shares";

(c) each Ares Option then outstanding to acquire one Ares Share shall be transferred and exchanged for:

(i) one Ares Replacement Option to acquire one New Ares Share having an exercise price equal to the product of the original exercise price of the Ares Option multiplied by the fair market value of a New Ares Share at the Effective Time divided by the total of the fair market value of a New Ares Share and the fair market value of 0.1 of an Enyo Share at the Effective Time; and

(ii) one Enyo Option to acquire 0.1 of an Enyo Share, each whole Enyo Option having an exercise price equal to the product of the original exercise price of the Ares Option multiplied by the fair market value of 0.1 of an Enyo Share at the Effective Time divided by the total of the fair market value of one New Ares Share and 0.1 of an Enyo Share at the Effective Time,

provided that the aforesaid exercise prices shall be adjusted to the extent, if any, required to ensure that the aggregate In the Money Amount of the Ares Replacement Option and the Enyo Option immediately after the exchange does not exceed the In the Money Amount immediately before the exchange of the Ares Option so exchanged. It is intended that subsection 7(1.4) of the Tax Act apply to the exchange of Ares Options;

(d) each Ares Warrant then outstanding shall be deemed to be amended to entitle the Ares Warrantholder to receive, upon due exercise of the Ares Warrant, for the original exercise price:

(i) one New Ares Share for each Ares Share that was issuable upon due exercise of the Ares Warrant immediately prior to the Effective Time; and

(ii) 0.1 of an Enyo Share for each Ares Share that was issuable upon due exercise of the Ares Warrant immediately prior to the Effective Time;

(e) each issued and outstanding Ares Class A Share outstanding on the Share Distribution Record Date shall be exchanged for: (i) one New Ares Share; and (ii) 0.1 of a Enyo Spinout Share, the holders of the Ares Class A Shares will be removed from the central securities register of Ares as the holders of such and will be added to the central securities register of Ares as the holders of the number of New Ares Shares that they have received on the exchange set forth in this §3.1(e), and the Enyo Spinout Shares transferred to the then holders of the Ares Class A Shares will be registered in the name of the former holders of the Ares Class A Shares and Ares will provide Enyo and its registrar and transfer agent notice to make the appropriate entries in the central securities register of Enyo;

(f) the Ares Class A Shares, none of which will be issued or outstanding once the exchange in §3.1(e) is completed, will be cancelled and the appropriate entries made in the central securities register of Ares and the authorized share structure of Ares will be amended by eliminating the Ares Class

A Shares, and the aggregate paid-up capital (as that term is used for purposes of the Tax Act) of the New Ares Shares will be equal to that of the Ares Shares immediately prior to the Effective Time less the fair market value of the Enyo Spinout Shares distributed pursuant to §3.1(e); and

(g) the Enyo Incorporation Share issued to Ares on incorporation shall be cancelled for no consideration and as a result thereof:

(i) Ares shall cease to be, and shall be deemed to have ceased to be, the holder of the Enyo Incorporation Share and to have any rights as a holder of the Enyo Incorporation Share; and

(ii) Ares shall be removed as the holder of the Enyo Incorporation Share from the register of Enyo Shares maintained by or on behalf of Enyo.

3.2 **No Fractional Shares or Options**. Notwithstanding any other provision of this Arrangement, no fractional Enyo Shares shall be distributed to the Ares Shareholders and no fractional Enyo Options shall be distributed to the holders of Ares Options, and, as a result, all fractional amounts arising under this Plan of Arrangement shall be rounded down to the next whole number without any compensation therefor. Any Enyo Shares not distributed as a result of so rounding down shall be cancelled by Enyo.

3.3 **Share Distribution Record Date**. In §3.1(e) the reference to a holder of an Ares Class A Share shall mean a person who is an Ares Shareholder on the Share Distribution Record Date, subject to the provisions of Article 5.

3.4 **Deemed Time for Redemption**. The exchanges, cancellations and steps provided for in this Plan of Arrangement shall be deemed to occur on the Effective Date, notwithstanding that certain of the procedures related thereto are not completed until after the Effective Time.

3.5 **Deemed Fully Paid and Non-Assessable Shares**. All New Ares Shares, Ares Class A Shares and Enyo Shares issued pursuant hereto shall be deemed to be validly issued and outstanding as fully paid and non-assessable shares for all purposes of the OBCA and the BCBCA, as applicable.

3.6 **Supplementary Actions**. Notwithstanding that the transactions and events set out in §3.1 shall occur and shall be deemed to occur in the chronological order therein set out without any act or formality, each of Ares and Enyo shall be required to make, do and execute or cause and procure to be made, done and executed all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may be required to give effect to, or further document or evidence, any of the transactions or events set out in §3.1, including, without limitation, any resolutions of directors authorizing the issue, transfer or redemption of shares, any share transfer powers evidencing the transfer of shares and any receipt therefor, any necessary additions to or deletions from share registers, and agreements for stock options.

3.7 **Withholding**. Each of Ares, Enyo and the Depositary shall be entitled to deduct and withhold from any cash payment or any issue, transfer or distribution of New Ares Shares, Enyo Shares, Ares Replacement Options or Enyo Options made pursuant to this Plan of Arrangement such amounts as may be required to be deducted and withheld pursuant to the Tax Act or any other applicable law, and any amount so deducted and withheld will be deemed for all purposes of this Plan of Arrangement to be paid, issued, transferred or distributed to the person entitled thereto under the Plan of Arrangement. Without limiting the generality of the foregoing, any New Ares Shares or Enyo Shares so deducted and withheld may be sold on behalf of the person entitled to receive them for the purpose of generating cash proceeds, net of brokerage fees and other reasonable expenses, sufficient to satisfy all remittance obligations relating to the required deduction and withholding, and any cash remaining after such remittance shall be paid to the person forthwith.

3.8 **No Liens**. Any exchange or transfer of securities pursuant to this Plan of Arrangement shall be free and clear of any liens, restrictions, adverse claims or other claims of third parties of any kind.

3.9 **U.S. Securities Law Matters**. The Court is advised that the Arrangement will be carried out with the intention that all securities issued on completion of the Arrangement will be issued in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) of the U.S. Securities Act.

ARTICLE 4
CERTIFICATES

4.1 **Ares Class A Shares**. Recognizing that the Ares Shares shall be renamed and redesignated as Ares Class A Shares pursuant to §3.1(b)(i) and that the Ares Class A Shares shall be exchanged partially for New Ares Shares pursuant to §3.1(e), Ares shall not issue replacement share certificates representing the Ares Class A Shares.

4.2 **Enyo Share Certificates**. As soon as practicable following the Effective Date, Ares or Enyo shall deliver or cause to be delivered to the Depositary certificates representing the Enyo Shares required to be distributed to registered holders of Ares Shares as at immediately prior to the Effective Time in accordance with the provisions of §3.1(e) of this Plan of Arrangement, which certificates shall be held by the Depositary as agent and nominee for such holders for distribution thereto in accordance with the provisions of §6.1 hereof.

4.3 **New Ares Share Certificates**. As soon as practicable following the Effective Date, Ares shall deliver or cause to be delivered to the Depositary certificates representing the New Ares Shares required to be issued to registered holders of Ares Shares as at immediately prior to the Effective Time in accordance with the provisions of §3.1(e) of this Plan of Arrangement, which certificates shall be held by the Depositary as agent and nominee for such holders for distribution thereto in accordance with the provisions of §6.1 hereof.

4.4 **Interim Period**. Any Ares Shares traded after the Share Distribution Record Date will represent New Ares Shares as of the Effective Date and shall not carry any rights to receive Enyo Shares.

4.5 **Stock Option Agreements**. The stock option agreements for the Ares Options shall be deemed to be amended by Ares to reflect the adjusted exercise price of, and the replacement of the underlying security under, the Ares Replacement Options, and Enyo shall enter into stock option agreements for the Enyo Options issued pursuant to §3.1(c) of this Plan of Arrangement.

ARTICLE 5
RIGHTS OF DISSENT

5.1 **Dissent Right**. Registered holders of Ares Shares may exercise Dissent Rights with respect to their Ares Shares in connection with the Arrangement pursuant to the Interim Order and in the manner set forth in the Dissent Procedures, as they may be amended by the Interim Order, Final Order or any other order of the Court, and provided that such dissenting Shareholder delivers a written notice of dissent to Ares at least two Business Days before the day of the Ares Meeting or any adjournment or postponement thereof.

5.2 **Dealing with Dissenting Shares**. Ares Shareholders who duly exercise Dissent Rights with respect to their Dissenting Shares and who:

(a) are ultimately entitled to be paid fair value for their Dissenting Shares by Ares shall be deemed to have transferred their Dissenting Shares to Ares for cancellation as of the Effective Time pursuant to §3.1(a); or

(b) for any reason are ultimately not entitled to be paid for their Dissenting Shares, shall be deemed to have participated in the Arrangement on the same basis as a non-dissenting Ares Shareholder

and shall receive New Ares Shares and Enyo Shares on the same basis as every other non-dissenting Ares Shareholder;

but in no case shall Ares be required to recognize such persons as holding Ares Shares on or after the Effective Date.

5.3 **Reservation of Enyo Shares**. If an Ares Shareholder exercises Dissent Rights, Ares shall, on the Effective Date, set aside and not distribute that portion of the Enyo Shares which is attributable to the Ares Shares for which Dissent Rights have been exercised. If the dissenting Ares Shareholder is ultimately not entitled to be paid for their Dissenting Shares, Ares shall distribute to such Ares Shareholder his or her pro rata portion of the Enyo Shares. If an Ares Shareholder duly complies with the Dissent Procedures and is ultimately entitled to be paid for their Dissenting Shares, then Ares shall retain the portion of the Enyo Shares attributable to such Ares Shareholder and such shares will be dealt with as determined by the Ares Board in its discretion.

ARTICLE 6
DELIVERY OF SHARES

6.1 **Delivery of Shares**.

(a) Upon surrender to the Depositary for cancellation of a certificate that immediately before the Effective Time represented one or more outstanding Ares Shares, together with a duly completed and executed Letter of Transmittal and such additional documents and instruments as the Depositary may reasonably require, the holder of such surrendered certificate will be entitled to receive in exchange therefor, and the Depositary shall deliver to such holder following the Effective Time, a certificate representing the New Ares Shares and a certificate representing the Enyo Shares that such holder is entitled to receive in accordance with §3.1 hereof.

(b) After the Effective Time and until surrendered for cancellation as contemplated by §6.1(a) hereof, each certificate that immediately prior to the Effective time represented one or more Ares Shares shall be deemed at all times to represent only the right to receive in exchange therefor a certificate representing the New Ares Shares and a certificate representing the Enyo Shares that such holder is entitled to receive in accordance with §3.1 hereof.

6.2 **Lost Certificates**. If any certificate that immediately prior to the Effective Time represented one or more outstanding Ares Shares that were exchanged for New Ares Shares and Enyo Shares in accordance with §3.1 hereof, shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the holder claiming such certificate to be lost, stolen or destroyed, the Depositary shall deliver in exchange for such lost, stolen or destroyed certificate, the New Ares Shares and Enyo Shares that such holder is entitled to receive in accordance with §3.1 hereof. When authorizing such delivery of New Ares Shares and Enyo Shares that such holder is entitled to receive in exchange for such lost, stolen or destroyed certificate, the holder to whom such securities are to be delivered shall, as a condition precedent to the delivery of such New Ares Shares and Enyo Shares give a bond satisfactory to Ares, Enyo and the Depositary in such amount as Ares, Enyo and the Depositary may direct, or otherwise indemnify Ares, Enyo and the Depositary in a manner satisfactory to Ares, Enyo and the Depositary, against any claim that may be made against Ares, Enyo or the Depositary with respect to the certificate alleged to have been lost, stolen or destroyed and shall otherwise take such actions as may be required by the articles of Ares.

6.3 **Distributions with Respect to Unsurrendered Certificates**. No dividend or other distribution declared or made after the Effective Time with respect to New Ares Shares or Enyo Shares with a record date after the Effective Time shall be delivered to the holder of any unsurrendered certificate that, immediately prior to the Effective Time, represented outstanding Ares Shares unless and until the holder of such certificate shall have complied with the provisions of §6.1 or §6.2 hereof. Subject to applicable law and to §3.7 hereof, at the time of such compliance, there shall, in addition to the delivery of the New Ares Shares and Enyo Shares to which such holder is thereby entitled, be delivered to such holder, without interest, the amount of the dividend or other distribution with

a record date after the Effective Time theretofore paid with respect to such New Ares Shares and/or Enyo Shares, as applicable.

6.4 **Limitation and Proscription**. To the extent that a former Ares Shareholder shall not have complied with the provisions of §6.1 or §6.2 hereof, as applicable, on or before the date that is six (6) years after the Effective Date (the "**Final Proscription Date**"), then the New Ares Shares and Enyo Shares that such former Ares Shareholder was entitled to receive shall be automatically cancelled without any repayment of capital in respect thereof and the New Ares Shares and Enyo Shares to which such Ares Shareholder was entitled, shall be delivered to Enyo (in the case of the Enyo Shares) or Ares (in the case of the New Ares Shares) by the Depositary and certificates representing such New Ares Shares and Enyo Shares shall be cancelled by Ares and Enyo, as applicable, and the interest of the former Ares Shareholder in such New Ares Shares and Enyo Shares or to which it was entitled shall be terminated as of such Final Proscription Date.

6.5 **Paramountcy**. From and after the Effective Time: (i) this Plan of Arrangement shall take precedence and priority over any and all Ares Shares, Ares Options or Ares Warrants issued prior to the Effective Time; and (ii) the rights and obligations of the registered holders of Ares Shares, Ares Options, Ares Warrants, Enyo, the Depositary and any transfer agent or other depositary therefor, shall be solely as provided for in this Plan of Arrangement.

ARTICLE 7
AMENDMENTS & WITHDRAWAL

7.1 **Amendments**. Ares, in its sole discretion, reserves the right to amend, modify and/or supplement this Plan of Arrangement from time to time at any time prior to the Effective Time provided that any such amendment, modification or supplement must be contained in a written document that is filed with the Court and, if made following the Ares Meeting, approved by the Court.

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

7.3 **Amendments Made After the Ares Meeting**. Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Ares after the Ares Meeting but prior to the Effective Time and any such amendment, modification or supplement which is approved by the Court following the Ares Meeting shall be effective and shall become part of the Plan of Arrangement for all purposes. Notwithstanding the foregoing, any amendment, modification or supplement to this Plan of Arrangement may be made following the granting of the Final Order unilaterally by Ares, provided that it concerns a matter which, in the reasonable opinion of Ares, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of any holder of New Ares Shares or Enyo Shares.

7.4 **Withdrawal**. Notwithstanding any prior approvals by the Court or by Ares Shareholders, the Ares Board may decide not to proceed with the Arrangement and to revoke the Arrangement Resolution at any time prior to the Effective Time, without further approval of the Court or the Ares Shareholders.

SCHEDULE "A"

ARRANGEMENT RESOLUTION

BE IT RESOLVED AS A SPECIAL RESOLUTION OF THE ARES SHAREHOLDERS THAT:

1. The arrangement (the "**Arrangement**") under section 182 of the *Business Corporations Act* (Ontario) (the "**OBCA**") involving Ares Strategic Mining Inc., a corporation incorporated pursuant to the laws of the Province of Ontario ("**Ares**"), its shareholders and Enyo Strategic Mining Inc., a corporation incorporated pursuant to the laws of the Province of British Columbia ("**Enyo**"), all as more particularly described and set forth in the management information circular (the "**Information Circular**") of Ares dated September ♦, 2022 accompanying the notice of meeting (as the Arrangement may be, or may have been, modified or amended in accordance with its terms), is hereby authorized, approved and adopted.

2. The plan of arrangement (the "**Plan of Arrangement**"), implementing the Arrangement, the full text of which is appended to the Information Circular (as the Plan of Arrangement may be, or may have been, modified or amended in accordance with its terms), is hereby authorized, approved and adopted.

3. The arrangement agreement (the "**Arrangement Agreement**") between Ares and Enyo dated September♦, 2022 and all the transactions contemplated therein, the actions of the directors of Ares in approving the Arrangement and the actions of the directors and officers of Ares in executing and delivering the Arrangement Agreement and any amendments thereto are hereby confirmed, ratified, authorized and approved.

4. Notwithstanding that this resolution has been passed (and the Arrangement approved and agreed to) by the shareholders of Ares or that the Arrangement has been approved by the Ontario Superior Court of Justice, the directors of Ares are hereby authorized and empowered, without further notice to, or approval of, the shareholders of Ares:

   (a) to amend the Arrangement Agreement or the Plan of Arrangement to the extent permitted by the Arrangement Agreement or the Plan of Arrangement; or

   (b) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement at any time prior to the Effective Time (as defined in the Arrangement Agreement).

5. Any one director or officer of Ares is hereby authorized and directed, for and on behalf and in the name of Ares, to execute and deliver, whether under the corporate seal of Ares or otherwise, all such deeds, instruments, assurances, agreements, forms, waivers, notices, certificates, confirmations and other documents 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 Arrangement Agreement and the completion of the Plan of Arrangement in accordance with the terms of the Arrangement Agreement, including:

   (a) all actions required to be taken by or on behalf of Ares, 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 Arrangement Agreement or otherwise to be entered into by Ares;

   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.

IN THE MATTER OF AN APPLICATION UNDER SECTION 182 OF THE *BUSINESS CORPORATIONS ACT*, R.S.O. 1990, c. B.16, AS AMENDED,
AND IN THE MATTER OF RULE 14.05(2) OF THE RULES OF CIVIL PROCEDURE,
AND IN THE MATTER OF A PROPOSED ARRANGEMENT OF ARES STRATEGIC MINING INC. INVOLVING ITS SHAREHOLDERS AND ENYO STRATEGIC MINING INC.
ARES STRATEGIC MINING INC., APPLICANT

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding Commenced at Toronto

AFFIDAVIT OF JAMES WALKER

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Nadia Chiesa (LSO #60391A)

Tel: (416) 365-1110
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Lawyers for the Applicant,
Ares Strategic Mining Inc.

18203594

IN THE MATTER OF AN APPLICATION UNDER SECTION 182 OF THE *BUSINESS CORPORATIONS ACT*, R.S.O. 1990, c. B.16, AS AMENDED,
AND IN THE MATTER OF RULE 14.05(2) OF THE RULES OF CIVIL PROCEDURE**,**
AND IN THE MATTER OF A PROPOSED ARRANGEMENT OF ARES STRATEGIC MINING INC. INVOLVING ITS SHAREHOLDERS AND ENYO STRATEGIC MINING INC.
ARES STRATEGIC MINING INC., APPLICANT

Court File No. CV-22-00687750-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding Commenced at Toronto

MOTION RECORD

WEIRFOULDS LLP
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Ares Strategic Mining Inc.

Court File No. CV-22-00687750-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF AN APPLICATION UNDER SECTION 182 OF THE *BUSINESS CORPORATIONS ACT*, R.S.O. 1990, c. B.16, AS AMENDED,

AND IN THE MATTER OF RULE 14.05(2) OF THE *RULES OF CIVIL PROCEDURE*

AND IN THE MATTER OF A PROPOSED ARRANGEMENT OF ARES STRATEGIC MINING INC. INVOLVING ITS SHAREHOLDERS AND ENYO STRATEGIC MINING INC.

ARES STRATEGIC MINING INC., APPLICANT

SUPPLEMENTARY MOTION RECORD

October 5, 2022

WEIRFOULDS LLP
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Tel: (416) 365-1110
Fax: (416) 365-1876

Lawyers for the Applicant, Ares Strategic Mining Inc.

TO: **ALL SHAREHOLDERS OF ARES STRATEGIC MINING INC.**

AND TO: **ALL HOLDERS OF ARES OPTIONS AND ARES WARRANTS (AS DEFINED IN THE ARRANGEMENT AGREEMENT)**

AND TO: **THE DIRECTORS OF ARES STRATEGIC MINING INC.**

AND TO: **THE AUDITOR OF ARES STRATEGIC MINING INC.**

AND TO: **ENYO STRATEGIC MINING INC.**

c/o Clark Wilson LLP
900-885 West Georgia Street
Vancouver, British Columbia
V6C 3H1

Attn: Cam McTavish
cmctavish@cwilson.com

Lawyers for Enyo Strategic Mining Inc.

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TAB A

Court File No. CV-22-00687750-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF AN APPLICATION UNDER SECTION 182 OF THE *BUSINESS CORPORATIONS ACT*, R.S.O. 1990, c. B.16, AS AMENDED,

AND IN THE MATTER OF RULE 14.05(2) OF THE *RULES OF CIVIL PROCEDURE*

AND IN THE MATTER OF A PROPOSED ARRANGEMENT OF ARES STRATEGIC MINING INC. INVOLVING ITS SHAREHOLDERS AND ENYO STRATEGIC MINING INC.

ARES STRATEGIC MINING INC., APPLICANT

AFFIDAVIT OF NICOLE DUNFORD
(sworn October 5, 2022)

I, **NICOLE DUNFORD**, of the Town of Markway-Warren, in the Province of Ontario, **MAKE OATH AND SAY**:

1. I am a law clerk at WeirFoulds LLP, counsel for the Applicant. As such, I have personal knowledge of the matters set out below. Where my knowledge is based on information and belief, I have stated the source of my knowledge and believe it to be true.

2. Further to paragraph 3 of the Affidavit of James Walker sworn October 3, 2022, a blackline comparing the Interim Order in the form attached as Schedule "A" to the Notice of Motion to the Toronto Region Commercial List model order is attached hereto as **Exhibit "1"**.

3. I swear this affidavit in support of the within Application and for no other purpose.

SWORN remotely from the Town of Markstay-Warren, in the Province of Ontario, before me in the City of Toronto, in the Province of Ontario, on October 5, 2022, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits

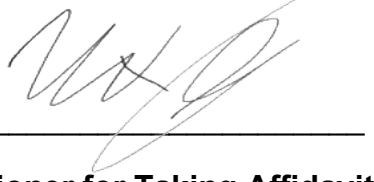
Max Skrow LSO # 79799L

NICOLE DUNFORD

This is **Exhibit "1"** to the

Affidavit of Nicole Dunford

sworn remotely this 5th day of October, 2022



_____

A Commissioner for Taking Affidavits, etc.

~~June 7, 2010~~

Court File No. ~~—~~CV-22-00687750-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE ~~—~~MADAM JUSTICE ~~—~~KIMMEL	)))	~~WEEKDAY~~THURSDAY, THE ~~#~~6TH DAY OF ~~MONTH~~OCTOBER, ~~20YR~~2022

IN THE MATTER OF an application under section ~~192~~182 of the ~~*Canada*~~ *Business Corporations Act,* R.S.~~C~~O. ~~1985~~1990, c. ~~C-44~~B. 16, as amended~~,~~

AND IN THE MATTER OF Rule 14.05(2) of the *Rules of Civil Procedure*

AND IN THE MATTER OF a proposed arrangement of ~~ABC COMPANY [~~**ARES STRATEGIC MINING INC.** involving its shareholders and ~~XYZ COMPANY]~~**ENYO STRATEGIC MINING INC.**

INTERIM ORDER

THIS MOTION made by the Applicant, ~~ABC Company~~Ares Strategic Mining Inc. ("~~ABC~~**Ares**"), for an interim order for advice and directions pursuant to section ~~192~~182(5) of the ~~*Canada*~~ *Business Corporations Act*, R.S.~~C~~O. ~~1985~~1990, c. ~~C-44~~B.16, as amended~~,~~ (~~the~~ "~~CBCA~~**OBCA**") was heard this day at 330 University Avenue, Toronto, Ontario.[1]

[1] ~~This Model Order has been prepared by the Commercial List Users Committee of the Ontario Superior Court of Justice. It assumes the arrangement involves a CBCA company. For OBCA companies, the terms of this Model Order may generally be applied under section 182 of the OBCA, subject to specific differences in statutory requirements.~~

ON READING the Notice of Motion, the Notice of Application issued on ~~, 20~~ September 23, 2022, and the affidavit of ~~John Doe~~James Walker sworn ~~October~~ ____, ~~20~~ 2022, (the "~~Doe~~**Walker Affidavit**"), including the ~~Plan of~~ Arrangement Agreement, which is attached as Schedule B to the draft management ~~proxy~~[2]information circular of ~~ABC~~Ares (the "**Information Circular**"), which is attached as Exhibit ~~A~~1 to the ~~Doe~~Walker Affidavit, and on hearing the submissions of counsel for ~~ABC and counsel for XYZ Company and on being advised that the Director appointed under the CBCA (the "Director") does not consider it necessary to appear~~Ares.[3]

Definitions

1. **THIS COURT ORDERS** that all definitions used in this Interim Order shall have the meaning ascribed thereto in the Information Circular or otherwise as specifically defined herein.

The Meeting

2. **THIS COURT ORDERS** that ~~ABC~~the timeframe for Ares to call its annual meeting of holders of voting common shares in the capital of Ares (the "**Shareholders**") is hereby extended.

[2] ~~"management proxy circular" for CBCA and "management information circular" for OBCA~~

[3] ~~Notice to the Director must be given pursuant to s. 192(5) of the CBCA. There is no such requirement under the OBCA. It is the practice of the Director under the CBCA to review the meeting materials and discuss them with counsel. If satisfied with the materials, the Director will usually provide a letter advising that the Director believes it is not necessary to appear at the hearing. See also "Policy Statement 15.1 – Policy of the Director Concerning Arrangements under section 192 of the CBCA", for details of the Director's expectations on how arrangement transactions should proceed.~~

3. **THIS COURT ORDERS** that Ares is permitted to call, hold and conduct ~~a~~an annual and special meeting (the "**Meeting**") of the ~~holders of voting common shares (the "~~Shareholders~~") in the capital of ABC~~ to be held ~~at Plaza B, The Hotel, 123 Main~~Suite 900 – 885 West Georgia Street, ~~Toronto, Ontario on , 20~~ Vancouver, British Columbia on November 14, 2022, at ~~2:00 p~~10:00 A.~~m~~M. (~~Toronto time~~Vancouver Time) in order for the Shareholders to consider and, if determined advisable, pass ~~[~~special ~~and ordinary]~~ resolutions authorizing, adopting and approving, with or without variation, the Arrangement and the Plan of Arrangement (collectively, the "**Arrangement Resolution**"), among other things.

4. ~~3.~~ **THIS COURT ORDERS** that the Meeting shall be called, held and conducted in accordance with the ~~CBCA~~OBCA, the notice of meeting of Shareholders, which accompanies the Information Circular (the "**Notice of Meeting**") and the articles and by-laws of ~~ABC~~Ares, subject to what may be provided hereafter and subject to further order of this court.

5. ~~4.~~ **THIS COURT ORDERS** that the record date (the "Record Date") for determination of the shareholders entitled to notice of, and to vote at, the Meeting shall be ~~date~~October 7, 2022.

6. ~~5.~~ **THIS COURT ORDERS** that the only persons entitled to attend or speak at the Meeting shall be:

a) the Shareholders or their respective proxyholders;

b) the Ares Optionholders and Ares Warrantholders;

c) ~~b)~~ the officers, directors, auditors and advisors of ~~ABC~~Ares;

d) ~~c)~~ representatives and advisors of ~~XYZ;~~

~~d) the Director~~Enyo Strategic Mining Inc. ("**Enyo**"); and

e) other persons who may receive the permission of the Chair of the Meeting.[4]

7. ~~6.~~ **THIS COURT ORDERS** that ~~ABC~~Ares may transact such other business at the Meeting as is contemplated in the Information Circular, or as may otherwise be properly before the Meeting.

Quorum

8. ~~7.~~ **THIS COURT ORDERS** that the Chair of the Meeting shall be determined by ~~ABC~~Ares and that the quorum at the Meeting shall be ~~not less than [two] persons present in person at the opening~~such number of individuals representing at least 25% of the ~~Meeting who are~~Ares Shares entitled to vote at the Meeting either as Shareholders or proxyholders.[5]

[4] ~~If holders of options or other instruments will have their rights affected by the arrangement, consideration should be given to whether such holders should have the right to attend, or speak at the meeting.~~

[5] ~~The quorum requirement should match the by-laws of ABC, although this may not be appropriate where the company is widely held and the quorum requirement is very low.~~

Amendments to the Arrangement and Plan of Arrangement

9. ~~8.~~ **THIS COURT ORDERS** that ~~ABC~~Ares is authorized to make, subject to the terms of the Arrangement Agreement, and paragraph ~~9~~10, below, such amendments, modifications or supplements to the Arrangement ~~and the Plan of Arrangement~~ as it may determine without any additional notice to the Shareholders, or others entitled to receive notice under paragraphs ~~12 and~~ 13 and 14 hereof and the Arrangement and Plan of Arrangement, as so amended, modified or supplemented shall be the Arrangement and Plan of Arrangement to be submitted to the Shareholders at the Meeting and shall be the subject of the Arrangement Resolution. Amendments, modifications or supplements may be made following the Meeting, but shall be subject to review and, if appropriate, further direction by this Honourable Court at the hearing for the final approval of the Arrangement.

10. ~~9.~~ **THIS COURT ORDERS** that, if any amendments, modifications or supplements to the Arrangement ~~or Plan of Arrangement~~ as referred to in paragraph ~~8~~9, above, would, if disclosed, reasonably be expected to affect a Shareholder's decision to vote for or against the Arrangement Resolution, notice of such amendment, modification or supplement shall be distributed, subject to further order of this Honourable Court, by press release, newspaper advertisement, prepaid ordinary mail, or by the method most reasonably practicable in the circumstances, as ~~ABC~~Ares may determine.[6]

[6] ~~If a change to the Arrangement Agreement or Plan of Arrangement is to be made prior to the Meeting, and that change would reasonably be expected to affect the decision of the holder of securities subject to the arrangement to vote for or against the Arrangement Resolution, applicable securities law may require prompt disclosure. The circumstances that may mandate further notice will vary widely. A change in the date of the Meeting may or may~~

Amendments to the Information Circular

11. ~~10.~~ **THIS COURT ORDERS** that ~~ABC~~Ares is authorized to make such amendments, revisions and/or supplements to the draft Information Circular as it may determine and the Information Circular, as so amended, revised and/or supplemental, shall be the Information Circular to be distributed in accordance with paragraphs ~~12~~13 and ~~13~~14.~~7~~

Adjournments and Postponements

12. ~~11.~~ **THIS COURT ORDERS** that ~~ABC~~Ares, if it deems advisable and subject to the terms of the Arrangement Agreement, is specifically authorized to adjourn or postpone the Meeting on one or more occasions, without the necessity of first convening the Meeting or first obtaining any vote of the Shareholders respecting the adjournment or postponement, and notice of any such adjournment or postponement shall be given by such method as ~~ABC~~Ares may determine is appropriate in the circumstances. This provision shall not limit the authority of the Chair of the Meeting in respect of adjournments and postponements.

Notice of Meeting

13. ~~12.~~ **THIS COURT ORDERS** that, in order to effect notice of the Meeting, ~~ABC~~Ares shall send the Information Circular (including the Notice of Application and

~~not be required. Accordingly, the Applicant may wish to seek the Court's direction prior to the Meeting if there is a question regarding whether the form of notice is adequate or whether sufficient time to assess the change can be given.~~

~~7 Counsel should note that any material changes to the Information Circular including any changes that may affect the defined terms in the Interim Order, must be brought to the attention of the Court at the hearing for approval of the Arrangement.~~

this Interim Order), the Notice of Meeting, the form of proxy and the letter of transmittal, along with such amendments or additional documents as ~~ABC~~Ares may determine are necessary or desirable and are not inconsistent with the terms of this Interim Order (collectively, the "Meeting Materials"), to the following:

a) the registered Shareholders at the close of business on the Record Date, at least twenty-one (21) days prior to the date of the Meeting, excluding the date of sending and the date of the Meeting, by one or more of the following methods:

i) by electronic transmission to the e-mail address of the Shareholders as they appear on the books and records of Ares, or its registrar and transfer agent, at the close of business on the Record Date and if no address is shown therein, then by pre-paid ordinary mail at the last address of the person known to the Corporate Secretary of Ares;

ii) ~~i)~~ by pre-paid ordinary or first -class mail at the addresses of the Shareholders as they appear on the books and records of ~~ABC~~Ares, or its registrar and transfer agent, at the close of business on the Record Date and if no address is shown therein, then the last address of the person known to the Corporate Secretary of ~~ABC~~Ares;

iii) ~~ii)~~ by delivery, in person or by recognized courier service or inter-office mail, to the address specified in (i) above; or

iv) ~~iii)~~ by facsimile or electronic transmission to any Shareholder, who is identified to the satisfaction of ~~ABC~~Ares, who requests such transmission in writing and, if required by ~~ABC~~Ares, who is prepared to pay the charges for such transmission;

b) non-registered Shareholders by providing sufficient copies of the Meeting Materials to intermediaries and registered nominees in a timely manner, in accordance with National Instrument 54-101 of the Canadian Securities Administrators; and

c) the respective directors and auditors of ~~ABC, and to the Director appointed under the CBCA~~Ares, by delivery in person, by recognized courier service, by pre-paid ordinary or first -class mail or, with the consent of the person, by facsimile or electronic transmission, at least twenty-one (21) days prior to the date of the Meeting, excluding the date of sending and the date of the Meeting;

and that compliance with this paragraph shall constitute sufficient notice of the Meeting.

14. ~~13.~~ **THIS COURT ORDERS** that, in the event that ~~ABC~~Ares elects to distribute the Meeting Materials, ~~ABC~~Ares is hereby directed to distribute the Information

Circular (including the Notice of Application, and this Interim Order), and any other communications or documents determined by ~~ABC~~Ares to be necessary or desirable (collectively, the "Court Materials") ~~to~~ the holders of ~~[ABC options, warrants, convertible debentures, performance units, deferred share units, deferred share equivalents or other rights to acquire voting common shares of ABC[8],]~~Ares Warrants or Ares Options by any method permitted for notice to Shareholders as set forth in paragraphs ~~12~~13(a) or ~~12~~13(b), above, concurrently with the distribution described in paragraph ~~12~~13 of this Interim Order. Distribution to such persons shall be to their addresses as they appear on the books and records of ~~ABC~~Ares or its registrar and transfer agent at the close of business on the Record Date.[9]

15. ~~14.~~ **THIS COURT ORDERS** that accidental failure or omission by ~~ABC~~Ares to give notice of the meeting or to distribute the Meeting Materials or Court Materials to any person entitled by this Interim Order to receive notice, or any failure or omission to give such notice as a result of events beyond the reasonable control of ~~ABC~~Ares, or the non-receipt of such notice shall, subject to further order of this Honourable Court, not constitute a breach of this Interim Order nor shall it invalidate any resolution passed or proceedings taken at the Meeting. If any such failure or omission is brought to the attention of ~~ABC~~Ares, it shall use its best efforts to rectify it by the method and in the time most reasonably practicable in the circumstances.

~~[8] This paragraph is to be used, and notice is to be given, where there are holders of options or other instruments that may be converted to voting shares prior to the record date for voting (the Record Date), or where the holders may be affected by the transaction but will not be voting at the meeting.~~

~~[9] Delivery by e-mail may also be appropriate for holders of options or other instruments who are employees, officers or directors of ABC or its subsidiaries.~~

16. ~~15.~~ **THIS COURT ORDERS** that ~~ABC~~Ares is hereby authorized to make such amendments, revisions or supplements to the Meeting Materials and Court Materials, as ~~ABC~~Ares may determine in accordance with the terms of the Arrangement Agreement ("**Additional Information**"), and that notice of such Additional Information may, subject to paragraph ~~9~~10, above, be distributed by press release, newspaper advertisement, pre-paid ordinary mail, or by the method most reasonably practicable in the circumstances, as ~~ABC~~Ares may determine.

17. ~~16.~~ **THIS COURT ORDERS** that distribution of the Meeting Materials and Court Materials pursuant to paragraphs ~~12~~13 and ~~13~~14 of this Interim Order shall constitute notice of the Meeting and good and sufficient service of the within Application upon the persons described in paragraphs ~~12~~13 and ~~13~~14 and that those persons are bound by any orders made on the within Application. Further, no other form of service of the Meeting Materials or the Court Materials or any portion thereof need to be made, or notice given or other material served in respect of these proceedings and/or the Meeting to such persons or to any other persons, except to the extent required by paragraph ~~9~~10, above.

Solicitation and Revocation of Proxies

18. ~~17.~~ **THIS COURT ORDERS** that ~~ABC~~Ares is authorized to use the letter of transmittal and proxies substantially in the form of the drafts accompanying the Information Circular, with such amendments and additional information as ~~ABC~~Ares may determine are necessary or desirable, subject to the terms of the Arrangement Agreement. ~~ABC [and XYZ]~~Ares is authorized, at its expense, to solicit proxies,

directly or through its officers, directors or employees, and through such agents or representatives as they may retain for that purpose, and by mail or such other forms of personal or electronic communication as it may determine. ~~ABC~~Ares may waive generally, in its discretion, the time limits set out in the Information Circular for the deposit or revocation of proxies by Shareholders, if ~~ABC~~Ares deems it advisable to do so.

19. ~~18.~~ **THIS COURT ORDERS** that the Shareholders shall be entitled to revoke their proxies in accordance with section ~~148(4~~110(4) of the ~~CBCA~~OBCA (except as the procedures of that section are varied by this paragraph) provided that any instruments in writing delivered pursuant to ~~s.148(4~~section 110(4)(a)~~(i)~~ of the ~~CBCA~~OBCA: (a) may be deposited at the registered office of ~~ABC~~Ares or with the transfer agent of ~~ABC~~Ares as set out in the Information Circular; and (b) any such instruments must be received by ~~ABC~~Ares or its transfer agent not later than ~~<> on the~~5:00 pm (Vancouver time) two (2) business ~~day immediately preceding~~days prior to the Meeting (or any adjournment or postponement thereof).[10]

Voting

20. ~~19.~~ **THIS COURT ORDERS** that the only persons entitled to vote in person or by proxy on the Arrangement Resolution, or such other business as may be properly brought before the Meeting, shall be those Shareholders who hold voting common

[10] ~~Section 148(4) provides that proxies may be revoked by depositing an instrument in writing at the registered office of the corporation, on the business day immediately preceding the meeting or with the Chair of the meeting on the day thereof, or by any other means permitted by law. This paragraph provides for a precise time by which the instrument must be deposited with the transfer agent. The fact that paragraph 18, above, departs from the wording of section 148(4) must be brought to the attention of the court.~~

shares of ~~ABC~~Ares as of the close of business on the Record Date. Illegible votes, spoiled votes, defective votes and abstentions shall be deemed to be votes not cast. Proxies that are properly signed and dated but which do not contain voting instructions shall be voted in favour of the Arrangement Resolution.

21. ~~20.~~ **THIS COURT ORDERS** that votes shall be taken at the Meeting on the basis of one vote per common share and that in order for the Plan of Arrangement to be implemented, subject to further Order of this Honourable Court, the Arrangement Resolution must be passed, with or without variation, at the Meeting by~~:(i)~~ an affirmative vote of at least two-thirds ($66^{2}/_{3}$%) of the votes cast in respect of the Arrangement Resolution at the Meeting in person or by proxy by the Shareholders~~;~~ ~~[and]~~

~~(ii) [a simple majority of the votes cast in respect of the Arrangement Resolution at the Meeting in person or proxy by the Shareholders, other than ABC Investments Inc.]~~[11] Such votes shall be sufficient to authorize ~~ABC~~Ares to do all such acts and things as may be necessary or desirable to give effect to the Arrangement and the Plan of Arrangement on a basis consistent with what is provided for in the Information Circular without the necessity of any further approval by the Shareholders, subject only to final approval of the Arrangement by this Honourable Court.

~~[11] Voting requirements will be transaction specific such as where a "majority of the minority" is required. See also the discussion under "Voting Requirements" at paragraphs 3.09-3.12 of Policy Statement 15.1 ("Policy of the Director Concerning Arrangements under section 192 of the CBCA") and paragraphs 131-135 of *BCE Inc. v. 1976 Debentureholders*, 2008 SCC 69, concerning the "extraordinary circumstances" when "non-legal interests" will be considered on a section 192 application.~~

22. ~~21.~~ **THIS COURT ORDERS** that in respect of matters properly brought before the Meeting pertaining to items of business affecting ~~ABC~~Ares (other than in respect of the Arrangement Resolution), each Shareholder is entitled to one vote for each voting common share held.

Dissent Rights

23. ~~22.~~ **THIS COURT ORDERS** that each registered Shareholder shall be entitled to exercise Dissent Rights in connection with the Arrangement Resolution in accordance with section ~~190~~185 of the ~~CBCA~~OBCA (except as the procedures of that section are varied by this Interim Order and the Plan of Arrangement) provided that, notwithstanding subsection ~~190(5~~185(6) of the ~~CBCA~~OBCA, any Shareholder who wishes to dissent must, as a condition precedent thereto, provide written objection to the Arrangement Resolution to ~~ABC~~Ares in the form required by section ~~190~~185 of the ~~CBCA~~OBCA and the Arrangement Agreement, which written objection must be received by ~~ABC~~Ares not later than 5:00 p.m. (Eastern time) on the last business day immediately preceding the Meeting (or any adjournment or postponement thereof), and must otherwise strictly comply with the requirements of the ~~CBCA~~OBCA. For purposes of these proceedings, the "court" referred to in section ~~190~~185 of the ~~CBCA~~OBCA means this Honourable Court.[12]

[12] ~~Dissent rights are contemplated (but not required) by s. 192(4) of the CBCA and s. 182(5) of the OBCA. The court may make "any interim or final order it thinks fit". It may (or may not) permit shareholders to dissent and may tailor the procedure to the circumstances. For instance, section 190(5) of the CBCA provides that written objection may be "sent at or before" the meeting. The provision of this order, providing for notice by 5:00 p.m. on the day prior to the meeting, (two days notice is also often provided) is generally used so that the applicant has some notice of the level of dissent.~~

~~23. **THIS COURT ORDERS** that, notwithstanding section 190(3) of the CBCA, XYZ Sub, not ABC, shall be required to offer to pay fair value, as of the day prior to approval of the Arrangement Resolution, for voting common shares held by Shareholders who duly exercise Dissent Rights, and to pay the amount to which such Shareholders may be entitled pursuant to the terms of the Arrangement Agreement [or Plan of Arrangement]. In accordance with the Plan of Arrangement and the Information Circular, all references to the "corporation" in subsections 190(3) and 190(11) to 190(26), inclusive, of the CBCA (except for the second reference to the "corporation" in subsection 190(12) and the two references to the "corporation" in subsection 190(17)) shall be deemed to refer to "XYZ Sub" in place of the "corporation", and XYZ Sub shall have all of the rights, duties and obligations of the "corporation" under subsections 190(11) to 190(26), inclusive, of the CBCA.[13]~~

24. **THIS COURT ORDERS** that any Shareholder who duly exercises such Dissent Rights set out in paragraph 22 above and who:

i) is ultimately determined by this Honourable Court to be entitled to be paid fair value for his, her or its voting common shares, shall be deemed to have transferred those voting common shares as of the Effective Time, without any further act or formality and free and clear of all liens, claims, encumbrances, charges, adverse interests or security interests to ~~XYZ~~Enyo for cancellation in consideration for a payment of cash from ~~XYZ~~Enyo equal to such fair value; or

~~[13] This provision may be used to identify the party that will be paying dissenting shareholders. Details of the corporate entity that has the obligation to pay is transaction specific.~~

ii) is for any reason ultimately determined by this Honourable Court not to be entitled to be paid fair value for his, her or its voting common shares pursuant to the exercise of the Dissent Right, shall be deemed to have participated in the Arrangement on the same basis and at the same time as any non-dissenting Shareholder;

but in no case shall ~~ABC~~Ares, ~~XYZ Company~~Enyo or any other person be required to recognize such Shareholders as holders of voting common shares of ~~ABC~~Ares at or after the date upon which the Arrangement becomes effective and the names of such Shareholders shall be deleted from ~~ABC~~Ares'~~s~~ register of holders of voting common shares at that time.

Hearing of Application for Approval of the Arrangement

25. **THIS COURT ORDERS** that upon approval by the Shareholders of the Plan of Arrangement in the manner set forth in this Interim Order, ~~ABC~~Ares may apply to this Honourable Court for final approval of the Arrangement.

26. **THIS COURT ORDERS** that distribution of the Notice of Application and the Interim Order in the Information Circular, when sent in accordance with paragraphs ~~12~~13 and ~~13~~14 shall constitute good and sufficient service of the Notice of Application and this Interim Order and no other form of service need be effected and no other material need be served unless a Notice of Appearance is served in accordance with ~~paragraph 27~~this Order.

27. **THIS COURT ORDERS** that any Notice of Appearance served in response to the Notice of Application shall be served on the solicitors for ~~ABC~~Ares, with a copy to counsel for ~~XYZ~~Enyo, as soon as reasonably practicable, and, in any event, no less than ~~—~~five days before the hearing of this Application at the following addresses:

~~Solicitors for ABC~~

~~.~~

WEIRFOULDS LLP
Barristers & Solicitors
66 Wellington Street West, Suite 4100
TD Bank Tower
P.O. Box 35
Toronto, ON M5K 1B7

Attention: Conor Dooley
cdooley@weirfoulds.com

Solicitors for Ares

Clark Wilson LLP
900-885 West Georgia Street
Vancouver, British Columbia
V6C 3H1

Attention: Cam McTavish
cmctavish@cwilson.com

Solicitors for Enyo

28. **THIS COURT ORDERS** that, subject to further order of this Honourable Court, the only persons entitled to appear and be heard at the hearing of the within application shall be:

~~i) ABC ;~~

~~ii) XYZ;~~

i) ~~iii)~~ the ~~Director~~ Applicant Ares;

ii) Enyo; and

iii) ~~iv)~~ any person who has filed a Notice of Appearance herein in accordance with the Notice of Application, this Interim Order and the *Rules of Civil Procedure*.

29. **THIS COURT ORDERS** that any materials to be filed by ~~ABC~~Ares in support of the within Application for final approval of the Arrangement may be filed up to one day prior to the hearing of the Application without further order of this Honourable Court.[14]

30. **THIS COURT ORDERS** that in the event the within Application for final approval does not proceed on the date set forth in the Notice of Application, and is adjourned, only those persons who served and filed a Notice of Appearance in accordance with paragraph 27 shall be entitled to be given notice of the adjourned date.

Precedence

31. **THIS COURT ORDERS** that, to the extent of any inconsistency or discrepancy between this Interim Order and the terms of any instrument creating, governing or

[14] ~~In most circumstances, the affidavit setting out the results of the vote and confirming compliance with the Interim Order may be filed the day before the hearing. If the Applicant anticipates that the hearing will be contested, earlier filing is advisable so as to avoid an adjournment.~~

collateral to the voting common shares, ~~[ABC options, warrants, convertible debentures, performance units, deferred share units, deferred share equivalents~~Ares Options, Ares Warrants or other rights to acquire voting common shares of ~~ABC]~~Ares, or the articles or by-laws of ~~ABC~~Ares, this Interim Order shall govern.~~15~~

Extra-Territorial Assistance

32. **THIS COURT** seeks and requests the aid and recognition of any court or any judicial, regulatory or administrative body in any province of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province and any court or any judicial, regulatory or administrative body of the United States or other country to act in aid of and to assist this Honourable Court in carrying out the terms of this Interim Order.

Variance

33. **THIS COURT ORDERS** that ~~ABC~~Ares shall be entitled to seek leave to vary this Interim Order upon such terms and upon the giving of such notice as this Honourable Court may direct.

~~15 It is the responsibility of the Applicants, and their counsel, to advise the court of any material inconsistencies between the Interim Order and the applicable instruments, by-laws, articles or statutes. The parties should also be aware that, on transactions where an income trust is converted to a corporate structure, the court does not consider departures from the terms of the Declaration of Trust to be part of the statutory "arrangement" it is being asked to approve. Further, the Interim Order on income trust conversions should indicate that the Meeting will be called and held in accordance with the Declaration of Trust and should refer to and comply with the provisions of the Declaration of Trust relied upon in relation to all matters covered by the Interim Order.~~

Document comparison by Workshare Compare on October 4, 2022 8:13:03 AM

Input:	
Document 1 ID	file://C:\Users\apastrana\Downloads\interim-order-plan-of-arrangement-EN (2).docx
Description	interim-order-plan-of-arrangement-EN (2)
Document 2 ID	file://C:\Users\apastrana\Downloads\Ares - Draft Interim Order.docx
Description	Ares - Draft Interim Order
Rendering set	Standard

Legend:	
Insertion	
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Moved to	
Style change	
Format change	
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Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	190
Deletions	231
Moved from	1
Moved to	1
Style changes	0
Format changes	0
Total changes	423

IN THE MATTER OF AN APPLICATION UNDER SECTION 182 OF THE *BUSINESS CORPORATIONS ACT*, R.S.O. 1990, c. B.16, AS AMENDED,
AND IN THE MATTER OF RULE 14.05(2) OF THE RULES OF CIVIL PROCEDURE**,**
AND IN THE MATTER OF A PROPOSED ARRANGEMENT OF ARES STRATEGIC MINING INC. INVOLVING ITS SHAREHOLDERS AND ENYO STRATEGIC MINING INC.
ARES STRATEGIC MINING INC., APPLICANT

Court File No. CV-22-00687750-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding Commenced at Toronto

AFFIDAVIT OF NICOLE DUNFORD
(Sworn October 5, 2022)

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Lawyers for the Applicant,
Ares Strategic Mining Inc.

IN THE MATTER OF AN APPLICATION UNDER SECTION 182 OF THE *BUSINESS CORPORATIONS ACT*, R.S.O. 1990, c. B.16, AS AMENDED,
AND IN THE MATTER OF RULE 14.05(2) OF THE RULES OF CIVIL PROCEDURE**,**
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ARES STRATEGIC MINING INC., APPLICANT

Court File No. CV-22-00687750-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding Commenced at Toronto

SUPPLEMENTARY MOTION RECORD

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Ares Strategic Mining Inc.

Court File No. CV-22-00687750-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF AN APPLICATION UNDER SECTION 182 OF THE *BUSINESS CORPORATIONS ACT*, R.S.O. 1990, c. B.16, AS AMENDED,

AND IN THE MATTER OF RULE 14.05(2) OF THE *RULES OF CIVIL PROCEDURE*

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ARES STRATEGIC MINING INC., APPLICANT

MOTION RECORD

October 19, 2022

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Lawyers for the Applicant, Ares Strategic Mining Inc.

TO: **ALL SHAREHOLDERS OF ARES STRATEGIC MINING INC.**

AND TO: **ALL HOLDERS OF ARES OPTIONS AND ARES WARRANTS (AS DEFINED IN THE ARRANGEMENT AGREEMENT)**

AND TO: **THE DIRECTORS OF ARES STRATEGIC MINING INC.**

AND TO: **THE AUDITOR OF ARES STRATEGIC MINING INC.**

AND TO: **ENYO STRATEGIC MINING INC.**

c/o Clark Wilson LLP
900-885 West Georgia Street
Vancouver, British Columbia
V6C 3H1

Attn: Cam McTavish
cmctavish@cwilson.com

Lawyers for Enyo Strategic Mining Inc.

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TAB 1

Court File No. CV-22-00687750-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF AN APPLICATION UNDER SECTION 182 OF THE *BUSINESS CORPORATIONS ACT*, R.S.O. 1990, c. B.16, AS AMENDED,

AND IN THE MATTER OF RULE 14.05(2) OF THE *RULES OF CIVIL PROCEDURE*

AND IN THE MATTER OF A PROPOSED ARRANGEMENT OF ARES STRATEGIC MINING INC. INVOLVING ITS SHAREHOLDERS AND ENYO STRATEGIC MINING INC.

ARES STRATEGIC MINING INC., APPLICANT

NOTICE OF MOTION
(returnable October 21, 2022)

The Applicant, Ares Strategic Mining Inc. ("Ares"), will make a motion to the Court on **October 21, 2022 at 12:00 p.m.**, or as soon after that time as the motion can be heard by judicial videoconference via Zoom at Toronto, Ontario.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

□ In writing under subrule 37.12.1 (1) because it is unopposed;

□ In writing as an opposed motion under subrule 37.12.1 (4);

□ In person;

□ By telephone conference;

X By video conference.

THE MOTION IS FOR:

1. An Order pursuant to sections 59.06(1) and/or 59.06(2)(d) of the *Rules of*

Civil Procedure, R.R.O. 1990, Reg. 194, varying the Interim Order which was issued by the Honourable Justice Kimmel on October 6, 2022 ("**Interim Order**") by replacing paragraph 8 thereof with the following:

> **THIS COURT ORDERS** that the Chair of the Meeting shall be determined by Ares and that the quorum at the Meeting shall be a minimum of two (2) individuals present, each of whom is either a Shareholder entitled to attend and vote at the Meeting or a proxyholder appointed by such a Shareholder, holding or representing by proxy not less than 15% of the total number of issued shares entitled to vote at a meeting of the shareholders of the corporation.

A revised draft Interim Order in the form described above is attached hereto as Schedule "A";

2. if necessary, an order abridging the time for the service and filing, validating service, or dispensing with further service of the Notice of Motion and Motion Record; and

3. Such further and other relief as this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

1. Ares Strategic Mining Inc. ("**Ares**") is a corporation governed by the *Business Corporations Act*, R.S.O. 1990, c. B.16, as amended ("**OBCA**").

2. On October 4, 2022, Ares brought a motion for an interim order for advice and directions under section 182(5) of the OBCA in connection with a proposed arrangement ("**Arrangement**") between Ares and Enyo Strategic Mining Inc., on the terms of a draft Interim Order attached to Ares' motion materials.

3. The draft Interim Order attached to Ares' motion materials was prepared by revising the Commercial Lists' Model Interim Order based on specific provisions in a draft

Circular to be provided to Ares Shareholders ahead of the Meeting. As set out below, that draft Circular contained an error with respect to the quorum threshold at special meetings of Ares Shareholders.

4. Counsel for Ares appeared before the Honourable Justice Kimmel on October 6, 2022, after which Justice Kimmel issued the Interim Order in a form similar to the draft order attached to Ares' motion materials.

5. Upon receiving the Interim Order, Ares realized that the draft interim order attached to its motion materials – and by extension the Interim Order issued by Justice Kimmel based thereon – contained an error.

6. Specifically, paragraph 8 of the Interim Order specifies that the quorum threshold at the meeting to be held pursuant to the Interim Order would be "such number of individuals representing at least 25% of the Ares Shares entitled to vote at the Meeting either as Shareholders or proxyholders."

7. Ares' bylaws prescribe a different quorum threshold. Ares' bylaws provide that:

> Quorum shall be a minimum of two (2) individuals present in person, each of whom is either a shareholder entitled to attend and vote at such meeting or a proxyholder appointed by such a shareholder, holding or representing by proxy not less than 15% of the total number of issued shares entitled to vote at a meeting of the shareholders of the corporation.

8. Accordingly, the quorum specified by the Interim Order is not aligned with the quorum requirements prescribed in Ares' bylaws.

9. Ares asks that this error be corrected on an urgent basis. The record date in respect of the Meeting is October 24, 2022.

10. The relief sought by Ares on this motion will not result in any prejudice to other parties or persons.

11. Rule 59.06(1) of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194; and

12. Such further grounds as this Honourable Court deems just.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

1. The Affidavit of Nicole Dunford sworn October 19, 2022 ; and

2. Such further and other material as counsel may advise and this Honourable Court permit.

Date: October 19, 2022

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Lawyers for the Applicant, Ares Strategic Mining Inc.

TO: **ALL SHAREHOLDERS OF ARES STRATEGIC MINING INC.**

AND TO: **ALL HOLDERS OF ARES OPTIONS AND ARES WARRANTS (AS DEFINED IN THE ARRANGEMENT AGREEMENT)**

AND TO: **THE DIRECTORS OF ARES STRATEGIC MINING INC.**

AND TO: **THE AUDITOR OF ARES STRATEGIC MINING INC.**

AND TO: **ENYO STRATEGIC MINING INC.**

c/o Clark Wilson LLP
900-885 West Georgia Street
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V6C 3H1

Attn: Cam McTavish
cmctavish@cwilson.com

Lawyers for Enyo Strategic Mining Inc.

Schedule "A"

Court File No. CV-22-00687750-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MADAM	)	THURSDAY, THE 6TH
JUSTICE KIMMEL	)	DAY OF OCTOBER, 2022

IN THE MATTER OF an application under section 182 of the *Business Corporations Act,* R.S.O. 1990, c. B. 16, as amended

AND IN THE MATTER OF Rule 14.05(2) of the *Rules of Civil Procedure*

AND IN THE MATTER OF a proposed arrangement of **ARES STRATEGIC MINING INC.** involving its shareholders and **ENYO STRATEGIC MINING INC.**

INTERIM ORDER

THIS MOTION made by the Applicant, Ares Strategic Mining Inc. ("**Ares**"), for an interim order for advice and directions pursuant to section 182(5) of the *Business Corporations Act*, R.S.O. 1990, c. B.16, as amended ("**OBCA**") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, the Notice of Application issued on September 23, 2022, and the affidavit of James Walker sworn October 3, 2022 (the "**Walker Affidavit**"), including the Arrangement Agreement, which is attached as Schedule B to the draft management information circular of Ares (the "**Information Circular**"), which is

attached as Exhibit 1 to the Walker Affidavit, the affidavit of Nicole Dunford sworn October 5, 2022, and on hearing the submissions of counsel for Ares.

Definitions

1. **THIS COURT ORDERS** that all definitions used in this Interim Order shall have the meaning ascribed thereto in the Information Circular or otherwise as specifically defined herein.

The Meeting

2. **THIS COURT ORDERS** that the timeframe for Ares to call its annual meeting of holders of voting common shares in the capital of Ares (the "**Shareholders**") is hereby extended.

3. **THIS COURT ORDERS** that Ares is permitted to call, hold and conduct an annual and special meeting (the "**Meeting**") of the Shareholders to be held Suite 900 – 885 West Georgia Street, Vancouver, British Columbia on November 23, 2022, at 10:00 A.M. (Vancouver Time) in order for the Shareholders to consider and, if determined advisable, pass special resolutions authorizing, adopting and approving, with or without variation, the Arrangement and the Plan of Arrangement (collectively, the "**Arrangement Resolution**"), among other things.

4. **THIS COURT ORDERS** that the Meeting shall be called, held and conducted in accordance with the OBCA, the notice of meeting of Shareholders, which accompanies the Information Circular (the "**Notice of Meeting**") and the articles and by-laws of Ares, subject to what may be provided hereafter and subject to further order of this court.

5. **THIS COURT ORDERS** that the record date (the "Record Date") for determination of the shareholders entitled to notice of, and to vote at, the Meeting shall be October 24, 2022.

6. **THIS COURT ORDERS** that the only persons entitled to attend or speak at the Meeting shall be:

a) the Shareholders or their respective proxyholders;

a) the Ares Optionholders and Ares Warrantholders;

b) the officers, directors, auditors and advisors of Ares;

b) representatives and advisors of Enyo Strategic Mining Inc. ("**Enyo**"); and

c) other persons who may receive the permission of the Chair of the Meeting.

7. **THIS COURT ORDERS** that Ares may transact such other business at the Meeting as is contemplated in the Information Circular, or as may otherwise be properly before the Meeting.

Quorum

8. **THIS COURT ORDERS** that the Chair of the Meeting shall be determined by Ares and that the quorum at the Meeting shall be a minimum of two (2) individuals present, each of whom is either a Shareholder entitled to attend and vote at the Meeting or a proxyholder appointed by such a Shareholder, holding or representing by proxy not less than 15% of the total number of issued shares entitled to vote at a meeting of the shareholders of the corporation.

Amendments to the Arrangement and Plan of Arrangement

9. **THIS COURT ORDERS** that Ares is authorized to make, subject to the terms of the Arrangement Agreement, and paragraph 10, below, such amendments, modifications or supplements to the Arrangement as it may determine without any additional notice to the Shareholders, or others entitled to receive notice under paragraphs 13 and 14 hereof and the Arrangement and Plan of Arrangement, as so amended, modified or supplemented shall be the Arrangement and Plan of Arrangement to be submitted to the Shareholders at the Meeting and shall be the subject of the Arrangement Resolution. Amendments, modifications or supplements may be made following the Meeting, but shall be subject to review and, if appropriate, further direction by this Honourable Court at the hearing for the final approval of the Arrangement.

10. **THIS COURT ORDERS** that, if any amendments, modifications or supplements to the Arrangement as referred to in paragraph 9, above, would, if disclosed, reasonably be expected to affect a Shareholder's decision to vote for or against the Arrangement Resolution, notice of such amendment, modification or supplement shall be distributed, subject to further order of this Honourable Court, by press release, newspaper advertisement, prepaid ordinary mail, or by the method most reasonably practicable in the circumstances, as Ares may determine.

Amendments to the Information Circular

11. **THIS COURT ORDERS** that Ares is authorized to make such amendments, revisions and/or supplements to the draft Information Circular as it may determine and the Information Circular, as so amended, revised and/or supplemental, shall be the Information Circular to be distributed in accordance with paragraphs 13 and 14.

Adjournments and Postponements

12. **THIS COURT ORDERS** that Ares, if it deems advisable and subject to the terms of the Arrangement Agreement, is specifically authorized to adjourn or postpone the Meeting on one or more occasions, without the necessity of first convening the Meeting or first obtaining any vote of the Shareholders respecting the adjournment or postponement, and notice of any such adjournment or postponement shall be given by such method as Ares may determine is appropriate in the circumstances. This provision shall not limit the authority of the Chair of the Meeting in respect of adjournments and postponements.

Notice of Meeting

13. **THIS COURT ORDERS** that, in order to effect notice of the Meeting, Ares shall send the Information Circular (including the Notice of Application and this Interim Order), the Notice of Meeting, the form of proxy and the letter of transmittal, along with such amendments or additional documents as Ares may determine are necessary or desirable and are not inconsistent with the terms of this Interim Order (collectively, the "Meeting Materials"), to the following:

a) the registered Shareholders at the close of business on the Record Date, at least twenty-one (21) days prior to the date of the Meeting, excluding the date of sending and the date of the Meeting, by one or more of the following methods:

i) by electronic transmission to the e-mail address of the Shareholders as they appear on the books and records of Ares, or its registrar and

transfer agent, at the close of business on the Record Date and if no address is shown therein, then by pre-paid ordinary mail at the last address of the person known to the Corporate Secretary of Ares;

i) by pre-paid ordinary or first-class mail at the addresses of the Shareholders as they appear on the books and records of Ares, or its registrar and transfer agent, at the close of business on the Record Date and if no address is shown therein, then the last address of the person known to the Corporate Secretary of Ares;

ii) by delivery, in person or by recognized courier service or inter-office mail, to the address specified in (i) above; or

ii) by facsimile or electronic transmission to any Shareholder, who is identified to the satisfaction of Ares, who requests such transmission in writing and, if required by Ares, who is prepared to pay the charges for such transmission;

b) non-registered Shareholders by providing sufficient copies of the Meeting Materials to intermediaries and registered nominees in a timely manner, in accordance with National Instrument 54-101 of the Canadian Securities Administrators; and

c) the respective directors and auditors of Ares, and to the Director appointed under the OBCA, by delivery in person, by recognized courier service, by pre-paid ordinary or first-class mail or, with the consent of the person, by

facsimile or electronic transmission, at least twenty-one (21) days prior to the date of the Meeting, excluding the date of sending and the date of the Meeting;

and that compliance with this paragraph shall constitute sufficient notice of the Meeting.

14. **THIS COURT ORDERS** that, in the event that Ares elects to distribute the Meeting Materials, Ares is hereby directed to distribute the Information Circular (including the Notice of Application, and this Interim Order), and any other communications or documents determined by Ares to be necessary or desirable (collectively, the "Court Materials") the holders of Ares Warrants or Ares Options by any method permitted for notice to Shareholders as set forth in paragraphs 13(a) or 13(b), above, concurrently with the distribution described in paragraph 13 of this Interim Order. Distribution to such persons shall be to their addresses as they appear on the books and records of Ares or its registrar and transfer agent at the close of business on the Record Date.

15. **THIS COURT ORDERS** that accidental failure or omission by Ares to give notice of the meeting or to distribute the Meeting Materials or Court Materials to any person entitled by this Interim Order to receive notice, or any failure or omission to give such notice as a result of events beyond the reasonable control of Ares, or the non-receipt of such notice shall, subject to further order of this Honourable Court, not constitute a breach of this Interim Order nor shall it invalidate any resolution passed or proceedings taken at the Meeting. If any such failure or omission is brought to the attention of Ares, it shall use its best efforts to rectify it by the method and in the time most reasonably practicable in the circumstances.

16. **THIS COURT ORDERS** that Ares is hereby authorized to make such amendments, revisions or supplements to the Meeting Materials and Court Materials, as Ares may determine in accordance with the terms of the Arrangement Agreement ("**Additional Information**"), and that notice of such Additional Information may, subject to paragraph 10, above, be distributed by press release, newspaper advertisement, pre-paid ordinary mail, or by the method most reasonably practicable in the circumstances, as Ares may determine.

17. **THIS COURT ORDERS** that distribution of the Meeting Materials and Court Materials pursuant to paragraphs 13 and 14 of this Interim Order shall constitute notice of the Meeting and good and sufficient service of the within Application upon the persons described in paragraphs 13 and 14 and that those persons are bound by any orders made on the within Application. Further, no other form of service of the Meeting Materials or the Court Materials or any portion thereof need to be made, or notice given or other material served in respect of these proceedings and/or the Meeting to such persons or to any other persons, except to the extent required by paragraph 10, above.

Solicitation and Revocation of Proxies

18. **THIS COURT ORDERS** that Ares is authorized to use the letter of transmittal and proxies substantially in the form of the drafts accompanying the Information Circular, with such amendments and additional information as Ares may determine are necessary or desirable, subject to the terms of the Arrangement Agreement. Ares is authorized, at its expense, to solicit proxies, directly or through its officers, directors or employees, and through such agents or representatives as they may retain for that purpose, and by mail or such other forms of personal or electronic communication as it may determine. Ares

may waive generally, in its discretion, the time limits set out in the Information Circular for the deposit or revocation of proxies by Shareholders, if Ares deems it advisable to do so.

19. **THIS COURT ORDERS** that the Shareholders shall be entitled to revoke their proxies in accordance with section 110(4) of the OBCA (except as the procedures of that section are varied by this paragraph) provided that any instruments in writing delivered pursuant to section 110(4)(a) of the OBCA: (a) may be deposited at the registered office of Ares or with the transfer agent of Ares as set out in the Information Circular; and (b) any such instruments must be received by Ares or its transfer agent not later than 5:00 pm (Vancouver time) two (2) business days prior to the Meeting (or any adjournment or postponement thereof).

Voting

20. **THIS COURT ORDERS** that the only persons entitled to vote in person or by proxy on the Arrangement Resolution, or such other business as may be properly brought before the Meeting, shall be those Shareholders who hold voting common shares of Ares as of the close of business on the Record Date. Illegible votes, spoiled votes, defective votes and abstentions shall be deemed to be votes not cast. Proxies that are properly signed and dated but which do not contain voting instructions shall be voted in favour of the Arrangement Resolution.

21. **THIS COURT ORDERS** that votes shall be taken at the Meeting on the basis of one vote per common share and that in order for the Plan of Arrangement to be implemented, subject to further Order of this Honourable Court, the Arrangement Resolution must be passed, with or without variation, at the Meeting by

a) an affirmative vote of at least two-thirds ($66^2/3\%$) of the votes cast in respect of the Arrangement Resolution at the Meeting in person or by proxy by the Shareholders; and

d) a simple majority of the votes cast in respect of the Arrangement Resolution at the Meeting in person or proxy by the Shareholders, other than the directors of Ares.

Such votes shall be sufficient to authorize Ares to do all such acts and things as may be necessary or desirable to give effect to the Arrangement and the Plan of Arrangement on a basis consistent with what is provided for in the Information Circular without the necessity of any further approval by the Shareholders, subject only to final approval of the Arrangement by this Honourable Court.

22. **THIS COURT ORDERS** that in respect of matters properly brought before the Meeting pertaining to items of business affecting Ares (other than in respect of the Arrangement Resolution), each Shareholder is entitled to one vote for each voting common share held.

Dissent Rights

23. **THIS COURT ORDERS** that each registered Shareholder shall be entitled to exercise Dissent Rights in connection with the Arrangement Resolution in accordance with section 185 of the OBCA (except as the procedures of that section are varied by this Interim Order and the Plan of Arrangement) provided that, notwithstanding subsection 185(6) of the OBCA, any Shareholder who wishes to dissent must, as a condition precedent thereto, provide written objection to the Arrangement Resolution to Ares in the

form required by section 185 of the OBCA and the Arrangement Agreement, which written objection must be received by Ares not later than 5:00 p.m. (Eastern time) on the last business day immediately preceding the Meeting (or any adjournment or postponement thereof), and must otherwise strictly comply with the requirements of the OBCA. For purposes of these proceedings, the "court" referred to in section 185 of the OBCA means this Honourable Court.

24. **THIS COURT ORDERS** that any Shareholder who duly exercises such Dissent Rights set out in paragraph 22 above and who:

i) is ultimately determined by this Honourable Court to be entitled to be paid fair value for his, her or its voting common shares, shall be deemed to have transferred those voting common shares as of the Effective Time, without any further act or formality and free and clear of all liens, claims, encumbrances, charges, adverse interests or security interests to Enyo for cancellation in consideration for a payment of cash from Enyo equal to such fair value; or

i) is for any reason ultimately determined by this Honourable Court not to be entitled to be paid fair value for his, her or its voting common shares pursuant to the exercise of the Dissent Right, shall be deemed to have participated in the Arrangement on the same basis and at the same time as any non-dissenting Shareholder;

but in no case shall Ares, Enyo or any other person be required to recognize such Shareholders as holders of voting common shares of Ares at or after the date upon which

the Arrangement becomes effective and the names of such Shareholders shall be deleted from Ares' register of holders of voting common shares at that time.

Hearing of Application for Approval of the Arrangement

25. **THIS COURT ORDERS** that upon approval by the Shareholders of the Plan of Arrangement in the manner set forth in this Interim Order, Ares may apply to this Honourable Court for final approval of the Arrangement.

26. **THIS COURT ORDERS** that distribution of the Notice of Application and the Interim Order in the Information Circular, when sent in accordance with paragraphs 13 and 14 shall constitute good and sufficient service of the Notice of Application and this Interim Order and no other form of service need be effected and no other material need be served unless a Notice of Appearance is served in accordance with this Order.

27. **THIS COURT ORDERS** that any Notice of Appearance served in response to the Notice of Application shall be served on the solicitors for Ares, with a copy to counsel for Enyo, as soon as reasonably practicable, and, in any event, no less than five days before the hearing of this Application at the following addresses:

WEIRFOULDS LLP
Barristers & Solicitors
66 Wellington Street West, Suite 4100
TD Bank Tower
P.O. Box 35
Toronto, ON M5K 1B7

Attention: Conor Dooley
cdooley@weirfoulds.com

Solicitors for Ares

Clark Wilson LLP
900-885 West Georgia Street

Vancouver, British Columbia
V6C 3H1

Attention: Cam McTavish
cmctavish@cwilson.com

Solicitors for Enyo

28. **THIS COURT ORDERS** that, subject to further order of this Honourable Court, the only persons entitled to appear and be heard at the hearing of the within application shall be:

i) the Applicant Ares;

ii) Enyo; and

ii) any person who has filed a Notice of Appearance herein in accordance with the Notice of Application, this Interim Order and the *Rules of Civil Procedure*.

29. **THIS COURT ORDERS** that any materials to be filed by Ares in support of the within Application for final approval of the Arrangement may be filed up to one day prior to the hearing of the Application without further order of this Honourable Court.

30. **THIS COURT ORDERS** that in the event the within Application for final approval does not proceed on the date set forth in the Notice of Application, and is adjourned, only those persons who served and filed a Notice of Appearance in accordance with paragraph 27 shall be entitled to be given notice of the adjourned date.

Precedence

31. **THIS COURT ORDERS** that, to the extent of any inconsistency or discrepancy between this Interim Order and the terms of any instrument creating, governing or collateral to the voting common shares, Ares Options, Ares Warrants or other rights to acquire voting common shares of Ares, or the articles or by-laws of Ares, this Interim Order shall govern.

Extra-Territorial Assistance

32. **THIS COURT** seeks and requests the aid and recognition of any court or any judicial, regulatory or administrative body in any province of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province and any court or any judicial, regulatory or administrative body of the United States or other country to act in aid of and to assist this Honourable Court in carrying out the terms of this Interim Order.

Variance

33. **THIS COURT ORDERS** that Ares shall be entitled to seek leave to vary this Interim Order upon such terms and upon the giving of such notice as this Honourable Court may direct.

IN THE MATTER OF AN APPLICATION UNDER SECTION 182 OF THE *BUSINESS CORPORATIONS ACT*, R.S.O. 1990, c. B.16, AS AMENDED,
AND IN THE MATTER OF RULE 14.05(2) OF THE RULES OF CIVIL PROCEDURE**,**
AND IN THE MATTER OF A PROPOSED ARRANGEMENT OF ARES STRATEGIC MINING INC. INVOLVING ITS SHAREHOLDERS AND ENYO STRATEGIC MINING INC.
ARES STRATEGIC MINING INC., APPLICANT

Court File No. CV-22-00687750-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding Commenced at Toronto

NOTICE OF MOTION

WEIRFOULDS LLP
Barristers & Solicitors
66 Wellington St. W., Suite 4100
TD Bank Tower, PO Box 35
Toronto, ON M5K 1B7

Nadia Chiesa (LSO #60391A)
nchiesa@weirfoulds.com

Max Skrow (LSO #79799L)
mskrow@weirfoulds.com

Tel: (416) 365-1110
Fax: (416) 365-1876

Lawyers for the Applicant,
Ares Strategic Mining Inc.

TAB 2

Court File No. CV-22-00687750-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF AN APPLICATION UNDER SECTION 182 OF THE *BUSINESS CORPORATIONS ACT*, R.S.O. 1990, c. B.16, AS AMENDED,

AND IN THE MATTER OF RULE 14.05(2) OF THE *RULES OF CIVIL PROCEDURE*

AND IN THE MATTER OF A PROPOSED ARRANGEMENT OF ARES STRATEGIC MINING INC. INVOLVING ITS SHAREHOLDERS AND ENYO STRATEGIC MINING INC.

AFFIDAVIT OF NICOLE DUNFORD
(sworn October 19, 2022)

I, **NICOLE DUNFORD**, of the Town of Markstay-Warren, in the Province of Ontario, **MAKE OATH AND SAY**:

1. I am a Law Clerk at WeirFoulds LLP, counsel for the Applicant. As such, I have personal knowledge of the matters set out below. Where my knowledge is based on information and belief, I have stated the source of my knowledge and believe it to be true.

2. On October 4, 2022, Ares moved before this Court for an interim order for advice and directions under section 182(5) of the OBCA in connection with a proposed arrangement ("**Arrangement**") between Ares and Enyo Strategic Mining Inc. A copy of Ares' Motion Record dated October 4, 2022 is attached as **Exhibit "A"**.

3. Tab "B" to Ares' Motion Record is the Affidavit of James Walker, the CEO of Ares. Mr. Walker's Affidavit sets out the Arrangement in detail.

4. Exhibit "1" to Mr. Walker's Affidavit is a Draft Management Information Circular ("**Circular**") which, according to Mr. Walker's Affidavit, summarizes the Arrangement and is in substantially the same form as what Ares will deliver to all holders of shares in Ares.

5. I am advised by Nadia Chiesa of WeirFoulds LLP, counsel to Ares, and verily believe, that the draft interim order for inclusion in Ares' Motion Record was based on information contained in the Circular.

6. Ms. Chiesa appeared before the Honourable Justice Kimmel with respect to Ares' motion for an Interim Order on October 6, 2022, after which Justice Kimmel issued an interim order in a form similar to the draft order attached to Ares' motion materials ("**Interim Order**"). A copy of the Interim Order is attached as **Exhibit "B"**.

7. I am advised by Ms. Chiesa, and verily believe, that upon receiving the Interim Order it was brought to her attention that it contained an error with respect to the quorum threshold required at the meeting to be held pursuant to it.

8. Specifically, paragraph 8 of the Interim Order specifies that the quorum threshold at the meeting to be held pursuant to the it would be "such number of individuals representing at least 25% of the Ares Shares entitled to vote at the Meeting either as Shareholders or proxyholders." Ares' bylaws prescribe a different quorum threshold. Ares' bylaws provide that:

> Quorum shall be a minimum of two (2) individuals present in person, each of whom is either a shareholder entitled to attend and vote at such meeting or a proxyholder appointed by such a shareholder, holding or representing by proxy not less than 15% of the total number of issued shares entitled to vote at a meeting of the shareholders of the corporation.

Copies of Ares' bylaws are attached as **Exhibit** "**C**". The above language is found in By-Law No. 1B: *a by-law amending By-Law No. 1 of Northern Iron Corp*. I am advised by Ms. Chiesa and verily believe that Northern Iron Corp. was Ares' corporate name prior to a name change.

9. I am further advised by Ms. Chiesa, and verily believe, that this error is the result of an error in the draft Circular on which the draft interim order was based. On page 28 of the Circular (found at page 77 of Ares' Motion Record) it states that the quorum shall be any number of individuals representing at least 25% of the Ares shares entitled to vote. As set out above, Ares' bylaws provide for a different quorum threshold.

10. Based on the timelines set out in the Interim Order, this error must be corrected on an urgent basis because the record date in respect of the Meeting to be held pursuant to the Interim Order is October 24, 2022.

11. I swear this affidavit in support of the within Motion and for no other purpose.

SWORN remotely from the Town of Markstay-Warren, in the Province of Ontario, before me in the City of Toronto, in the Province of Ontario, on October 19, 2022, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

_____

A Commissioner for Taking Affidavits, etc.

Nicole Dunford

This is **Exhibit "A"** to the

Affidavit of Nicole Dunford

sworn remotely this 19th day of October, 2022

_____

A Commissioner for Taking Affidavits, etc.

Court File No. CV-22-00687750-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF AN APPLICATION UNDER SECTION 182 OF THE *BUSINESS CORPORATIONS ACT*, R.S.O. 1990, c. B.16, AS AMENDED,

AND IN THE MATTER OF RULE 14.05(2) OF THE *RULES OF CIVIL PROCEDURE*

AND IN THE MATTER OF A PROPOSED ARRANGEMENT OF ARES STRATEGIC MINING INC. INVOLVING ITS SHAREHOLDERS AND ENYO STRATEGIC MINING INC.

ARES STRATEGIC MINING INC., APPLICANT

MOTION RECORD

October 4, 2022

WEIRFOULDS LLP
Barristers & Solicitors
66 Wellington St. W., Suite 4100
TD Bank Tower, PO Box 35
Toronto, ON M5K 1B7

Nadia Chiesa (LSO #60391A)
nchiesa@weirfoulds.com

Tel: (416) 365-1110
Fax: (416) 365-1876

Lawyers for the Applicant, Ares Strategic Mining Inc.

TO: **ALL SHAREHOLDERS OF ARES STRATEGIC MINING INC.**

AND TO: **ALL HOLDERS OF ARES OPTIONS AND ARES WARRANTS (AS DEFINED IN THE ARRANGEMENT AGREEMENT)**

AND TO: **THE DIRECTORS OF ARES STRATEGIC MINING INC.**

AND TO: **THE AUDITOR OF ARES STRATEGIC MINING INC.**

AND TO: **ENYO STRATEGIC MINING INC.**

c/o Clark Wilson LLP
900-885 West Georgia Street
Vancouver, British Columbia
V6C 3H1

Attn: Cam McTavish
cmctavish@cwilson.com

Lawyers for Enyo Strategic Mining Inc.

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TAB A

Court File No. CV-22-00687750-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF AN APPLICATION UNDER SECTION 182 OF THE *BUSINESS CORPORATIONS ACT*, R.S.O. 1990, c. B.16, AS AMENDED,

AND IN THE MATTER OF RULE 14.05(2) OF THE *RULES OF CIVIL PROCEDURE*

AND IN THE MATTER OF A PROPOSED ARRANGEMENT OF ARES STRATEGIC MINING INC. INVOLVING ITS SHAREHOLDERS AND ENYO STRATEGIC MINING INC.

ARES STRATEGIC MINING INC., APPLICANT

NOTICE OF MOTION

The Applicant, Ares Strategic Mining Inc. ("Ares"), will make a motion to the Court on **October 6, 2022 at 10:30 a.m.**, or as soon after that time as the motion can be heard by judicial videoconference via Zoom at Toronto, Ontario.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

□ In writing under subrule 37.12.1 (1) because it is unopposed;

□ In writing as an opposed motion under subrule 37.12.1 (4);

□ In person;

□ By telephone conference;

X By video conference.

THE MOTION IS FOR:

1. an interim order for advice and directions under section 182(5) of the *Business Corporations Act*, R.S.O. 1990, c. B.16, as amended ("**OBCA**") in connection with a proposed arrangement ("**Arrangement**") between Ares and Enyo Strategic Mining Inc. ("**Enyo**"), on the terms of the draft Interim Order attached hereto as Schedule "A";

2. an order extending the time for Ares to call its annual general and special meeting of shareholders pursuant to section 94 of the OBCA;

3. if necessary, an order abridging the time for the service and filing, validating service, or dispensing with further service of the Notice of Motion and Motion Record; and

4. Such further and other relief as this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

1. Ares is a corporation governed by the OBCA;

2. In connection with a meeting (the "**Meeting**") of the holders of the common shares without par value (the "**Ares Shares**") to consider and vote upon the Arrangement, Ares seeks advice and directions regarding the calling, holding and conduct of the Meeting, and regarding the hearing of the within Application;

3. Ares and Enyo, a wholly owned subsidiary of Ares, will enter into an agreement where Enyo will acquire from Ares certain properties and related assets as well as assume certain related liabilities;

4. Enyo will issue 13,700,000 common shares without par value (or such other number of shares as determined by the board of directors of Enyo) ("**Enyo Spinout**

Shares") to Ares to complete the acquisition of these properties, such shares to be distributed to the Ares Shareholders pursuant to the Arrangement;

5. Following completion of the steps above, pursuant to the Arrangement, among other events:

(i) the existing Ares Shares will be redesignated as Ares Class A Shares;

(ii) Ares will create a new class of common shares known as the New Ares Shares;

(iii) each Ares Class A Share will be exchanged for one New Ares Share and 0.1 of an Enyo Spinout Share;

(iv) the Ares Class A Shares will be cancelled; and

(v) all outstanding Ares Options will be transferred and exchanged, and all outstanding Ares Warrants will be amended to allow holders to acquire, upon exercise, New Ares Shares and Enyo Spinout Shares in amounts reflective of the relative fair market values of Ares and Enyo at the date the Arrangement is effective under the OBCA;

6. As a result of the Arrangement, Ares Shareholders will own the Enyo Spinout Shares, and Ares will have no further interest in Enyo or the Enyo Spinout Shares;

7. The Arrangement is an "arrangement" as defined in section 182(1)(h) of the OBCA;

8. It is not practicable for the Applicants to effect a fundamental change in the nature of the Arrangement under any other provision of the OBCA;

9. The Arrangement is being put forward by the Applicants in good faith and for a valid business purpose;

10. The proposed Interim Order:

(a) is substantially in the form of the model interim order for arrangements of the Commercial List Court;

(b) will provide sufficient notice of the Application to potentially interested parties;

(c) is within the scope of section 182(5) of the OBCA; and

(d) will ultimately assist this Court in considering whether to approve the Arrangement on the return of the Application;

11. Section 182(5) of the OBCA provides that this Court may make such orders as it thinks appropriate in connection with the Arrangement;

12. Section 3(a)(10) of the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), exempts from the registration requirements of the U.S. Securities Act those securities which are issued in exchange for bona fide outstanding securities, claims or property interests, or partly in exchange and partly for cash, where the terms and conditions of such issuance and exchange

are approved after a hearing by a court upon the fairness of such terms and conditions, at which all persons to whom it is proposed to issue securities in such exchange shall have the right to appear. Based on the Court's approval of the Arrangement, Enyo intends to rely upon the exemption under section 3(a)(10) of the U.S. Securities Act to issues shares pursuant to the Arrangement to Shareholders who are resident in the United States;

13. Ares held its last annual meeting of shareholders on July 7, 2021. Pursuant to section 94 of the OBCA, Ares is required to hold its next annual meeting of shareholders no later than October 7, 2022. Ares requires the Court's interim order for advice and directions related to the Arrangement and as a result, it will not be able to call its next annual meeting of shareholders prior to the expiry of the statutory fifteen-month period. Ares intends to call its next annual meeting of shareholders as soon as possible after the Court has issued its interim order for advice and directions;

14. Sections 94 and 182 of the OBCA;

15. Rules 1.05, 3.02, 14.05, 16.04, 17.02, 37, 38 and 39 of the *Rules of Civil Procedure*; and

16. Such further and other grounds as counsel may advise and this Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

1. The Affidavit of James Walker sworn October 3, 2022;

2. The Notice of Application issued September 23, 2022; and

3. Such further and other material as counsel may advise and this Honourable Court permit.

Date: October 4, 2022

WEIRFOULDS LLP
Barristers & Solicitors
66 Wellington St. W., Suite 4100
TD Bank Tower, PO Box 35
Toronto, ON M5K 1B7

Nadia Chiesa (LSO #60391A)
nchiesa@weirfoulds.com

Tel: (416) 365-1110
Fax: (416) 365-1876

Lawyers for the Applicant, Ares Strategic Mining Inc.

TO: **ALL SHAREHOLDERS OF ARES STRATEGIC MINING INC.**

AND TO: **ALL HOLDERS OF ARES OPTIONS AND ARES WARRANTS (AS DEFINED IN THE ARRANGEMENT AGREEMENT)**

AND TO: **THE DIRECTORS OF ARES STRATEGIC MINING INC.**

AND TO: **THE AUDITOR OF ARES STRATEGIC MINING INC.**

AND TO: **ENYO STRATEGIC MINING INC.**

c/o Clark Wilson LLP
900-885 West Georgia Street
Vancouver, British Columbia

V6C 3H1

Attn: Cam McTavish
cmctavish@cwilson.com

Lawyers for Enyo Strategic Mining Inc.

Schedule "A"

Court File No. CV-22-00687750-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MADAM	)	THURSDAY, THE 6TH
	)	
JUSTICE KIMMEL	)	DAY OF OCTOBER, 2022

IN THE MATTER OF an application under section 182 of the *Business Corporations Act,* R.S.O. 1990, c. B. 16, as amended

AND IN THE MATTER OF Rule 14.05(2) of the *Rules of Civil Procedure*

AND IN THE MATTER OF a proposed arrangement of **ARES STRATEGIC MINING INC.** involving its shareholders and **ENYO STRATEGIC MINING INC.**

INTERIM ORDER

THIS MOTION made by the Applicant, Ares Strategic Mining Inc. ("**Ares**"), for an interim order for advice and directions pursuant to section 182(5) of the *Business Corporations Act*, R.S.O. 1990, c. B.16, as amended ("**OBCA**") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, the Notice of Application issued on September 23, 2022, and the affidavit of James Walker sworn October ____, 2022, (the "**Walker Affidavit**"), including the Arrangement Agreement, which is attached as Schedule B to the draft management information circular of Ares (the "**Information Circular**"), which is

attached as Exhibit 1 to the Walker Affidavit, and on hearing the submissions of counsel for Ares.

Definitions

1. **THIS COURT ORDERS** that all definitions used in this Interim Order shall have the meaning ascribed thereto in the Information Circular or otherwise as specifically defined herein.

The Meeting

2. **THIS COURT ORDERS** that the timeframe for Ares to call its annual meeting of holders of voting common shares in the capital of Ares (the "**Shareholders**") is hereby extended.

THIS COURT ORDERS that Ares is permitted to call, hold and conduct an annual and special meeting (the "**Meeting**") of the Shareholders to be held Suite 900 – 885 West Georgia Street, Vancouver, British Columbia on November 14, 2022, at 10:00 A.M. (Vancouver Time) in order for the Shareholders to consider and, if determined advisable, pass special resolutions authorizing, adopting and approving, with or without variation, the Arrangement and the Plan of Arrangement (collectively, the "**Arrangement Resolution**"), among other things.

3. **THIS COURT ORDERS** that the Meeting shall be called, held and conducted in accordance with the OBCA, the notice of meeting of Shareholders, which accompanies the Information Circular (the "**Notice of Meeting**") and the articles and by-laws of Ares, subject to what may be provided hereafter and subject to further order of this court.

THIS COURT ORDERS that the record date (the "Record Date") for determination of the shareholders entitled to notice of, and to vote at, the Meeting shall be October 7, 2022.

4. **THIS COURT ORDERS** that the only persons entitled to attend or speak at the Meeting shall be:

a) the Shareholders or their respective proxyholders;

the Ares Optionholders and Ares Warrantholders;

b) the officers, directors, auditors and advisors of Ares;

representatives and advisors of Enyo Strategic Mining Inc. ("**Enyo**"); and

c) other persons who may receive the permission of the Chair of the Meeting.

5. **THIS COURT ORDERS** that Ares may transact such other business at the Meeting as is contemplated in the Information Circular, or as may otherwise be properly before the Meeting.

Quorum

6. **THIS COURT ORDERS** that the Chair of the Meeting shall be determined by Ares and that the quorum at the Meeting shall be such number of individuals representing at least 25% of the Ares Shares entitled to vote at the Meeting either as Shareholders or proxyholders.

Amendments to the Arrangement and Plan of Arrangement

7. **THIS COURT ORDERS** that Ares is authorized to make, subject to the terms of the Arrangement Agreement, and paragraph 10, below, such amendments, modifications

or supplements to the Arrangement as it may determine without any additional notice to the Shareholders, or others entitled to receive notice under paragraphs 13 and 14 hereof and the Arrangement and Plan of Arrangement, as so amended, modified or supplemented shall be the Arrangement and Plan of Arrangement to be submitted to the Shareholders at the Meeting and shall be the subject of the Arrangement Resolution. Amendments, modifications or supplements may be made following the Meeting, but shall be subject to review and, if appropriate, further direction by this Honourable Court at the hearing for the final approval of the Arrangement.

THIS COURT ORDERS that, if any amendments, modifications or supplements to the Arrangement as referred to in paragraph 9, above, would, if disclosed, reasonably be expected to affect a Shareholder's decision to vote for or against the Arrangement Resolution, notice of such amendment, modification or supplement shall be distributed, subject to further order of this Honourable Court, by press release, newspaper advertisement, prepaid ordinary mail, or by the method most reasonably practicable in the circumstances, as Ares may determine.

Amendments to the Information Circular

8. **THIS COURT ORDERS** that Ares is authorized to make such amendments, revisions and/or supplements to the draft Information Circular as it may determine and the Information Circular, as so amended, revised and/or supplemental, shall be the Information Circular to be distributed in accordance with paragraphs 13 and 14.

Adjournments and Postponements

9. **THIS COURT ORDERS** that Ares, if it deems advisable and subject to the terms of the Arrangement Agreement, is specifically authorized to adjourn or postpone the Meeting on one or more occasions, without the necessity of first convening the Meeting or first obtaining any vote of the Shareholders respecting the adjournment or postponement, and notice of any such adjournment or postponement shall be given by such method as Ares may determine is appropriate in the circumstances. This provision shall not limit the authority of the Chair of the Meeting in respect of adjournments and postponements.

Notice of Meeting

10. **THIS COURT ORDERS** that, in order to effect notice of the Meeting, Ares shall send the Information Circular (including the Notice of Application and this Interim Order), the Notice of Meeting, the form of proxy and the letter of transmittal, along with such amendments or additional documents as Ares may determine are necessary or desirable and are not inconsistent with the terms of this Interim Order (collectively, the "Meeting Materials"), to the following:

a) the registered Shareholders at the close of business on the Record Date, at least twenty-one (21) days prior to the date of the Meeting, excluding the date of sending and the date of the Meeting, by one or more of the following methods:

i) by electronic transmission to the e-mail address of the Shareholders as they appear on the books and records of Ares, or its registrar and

transfer agent, at the close of business on the Record Date and if no address is shown therein, then by pre-paid ordinary mail at the last address of the person known to the Corporate Secretary of Ares;

by pre-paid ordinary or first-class mail at the addresses of the Shareholders as they appear on the books and records of Ares, or its registrar and transfer agent, at the close of business on the Record Date and if no address is shown therein, then the last address of the person known to the Corporate Secretary of Ares;

ii) by delivery, in person or by recognized courier service or inter-office mail, to the address specified in (i) above; or

by facsimile or electronic transmission to any Shareholder, who is identified to the satisfaction of Ares, who requests such transmission in writing and, if required by Ares, who is prepared to pay the charges for such transmission;

b) non-registered Shareholders by providing sufficient copies of the Meeting Materials to intermediaries and registered nominees in a timely manner, in accordance with National Instrument 54-101 of the Canadian Securities Administrators; and

the respective directors and auditors of Ares, by delivery in person, by recognized courier service, by pre-paid ordinary or first-class mail or, with the consent of the person, by facsimile or electronic transmission, at least twenty-one

(21) days prior to the date of the Meeting, excluding the date of sending and the date of the Meeting;

and that compliance with this paragraph shall constitute sufficient notice of the Meeting.

11. **THIS COURT ORDERS** that, in the event that Ares elects to distribute the Meeting Materials, Ares is hereby directed to distribute the Information Circular (including the Notice of Application, and this Interim Order), and any other communications or documents determined by Ares to be necessary or desirable (collectively, the "Court Materials") the holders of Ares Warrants or Ares Options by any method permitted for notice to Shareholders as set forth in paragraphs 13(a) or 13(b), above, concurrently with the distribution described in paragraph 13 of this Interim Order. Distribution to such persons shall be to their addresses as they appear on the books and records of Ares or its registrar and transfer agent at the close of business on the Record Date.

THIS COURT ORDERS that accidental failure or omission by Ares to give notice of the meeting or to distribute the Meeting Materials or Court Materials to any person entitled by this Interim Order to receive notice, or any failure or omission to give such notice as a result of events beyond the reasonable control of Ares, or the non-receipt of such notice shall, subject to further order of this Honourable Court, not constitute a breach of this Interim Order nor shall it invalidate any resolution passed or proceedings taken at the Meeting. If any such failure or omission is brought to the attention of Ares, it shall use its best efforts to rectify it by the method and in the time most reasonably practicable in the circumstances.

12. **THIS COURT ORDERS** that Ares is hereby authorized to make such amendments, revisions or supplements to the Meeting Materials and Court Materials, as Ares may determine in accordance with the terms of the Arrangement Agreement ("**Additional Information**"), and that notice of such Additional Information may, subject to paragraph 10, above, be distributed by press release, newspaper advertisement, pre-paid ordinary mail, or by the method most reasonably practicable in the circumstances, as Ares may determine.

THIS COURT ORDERS that distribution of the Meeting Materials and Court Materials pursuant to paragraphs 13 and 14 of this Interim Order shall constitute notice of the Meeting and good and sufficient service of the within Application upon the persons described in paragraphs 13 and 14 and that those persons are bound by any orders made on the within Application. Further, no other form of service of the Meeting Materials or the Court Materials or any portion thereof need to be made, or notice given or other material served in respect of these proceedings and/or the Meeting to such persons or to any other persons, except to the extent required by paragraph 10, above.

Solicitation and Revocation of Proxies

13. **THIS COURT ORDERS** that Ares is authorized to use the letter of transmittal and proxies substantially in the form of the drafts accompanying the Information Circular, with such amendments and additional information as Ares may determine are necessary or desirable, subject to the terms of the Arrangement Agreement. Ares is authorized, at its expense, to solicit proxies, directly or through its officers, directors or employees, and through such agents or representatives as they may retain for that purpose, and by mail or such other forms of personal or electronic communication as it may determine. Ares

may waive generally, in its discretion, the time limits set out in the Information Circular for the deposit or revocation of proxies by Shareholders, if Ares deems it advisable to do so.

THIS COURT ORDERS that the Shareholders shall be entitled to revoke their proxies in accordance with section 110(4) of the OBCA (except as the procedures of that section are varied by this paragraph) provided that any instruments in writing delivered pursuant to section 110(4)(a) of the OBCA: (a) may be deposited at the registered office of Ares or with the transfer agent of Ares as set out in the Information Circular; and (b) any such instruments must be received by Ares or its transfer agent not later than 5:00 pm (Vancouver time) two (2) business days prior to the Meeting (or any adjournment or postponement thereof).

Voting

14. **THIS COURT ORDERS** that the only persons entitled to vote in person or by proxy on the Arrangement Resolution, or such other business as may be properly brought before the Meeting, shall be those Shareholders who hold voting common shares of Ares as of the close of business on the Record Date. Illegible votes, spoiled votes, defective votes and abstentions shall be deemed to be votes not cast. Proxies that are properly signed and dated but which do not contain voting instructions shall be voted in favour of the Arrangement Resolution.

THIS COURT ORDERS that votes shall be taken at the Meeting on the basis of one vote per common share and that in order for the Plan of Arrangement to be implemented, subject to further Order of this Honourable Court, the Arrangement Resolution must be passed, with or without variation, at the Meeting by an affirmative vote of at least two-

thirds ($66^{2}/_{3}$%) of the votes cast in respect of the Arrangement Resolution at the Meeting in person or by proxy by the Shareholders. Such votes shall be sufficient to authorize Ares to do all such acts and things as may be necessary or desirable to give effect to the Arrangement and the Plan of Arrangement on a basis consistent with what is provided for in the Information Circular without the necessity of any further approval by the Shareholders, subject only to final approval of the Arrangement by this Honourable Court.

15. **THIS COURT ORDERS** that in respect of matters properly brought before the Meeting pertaining to items of business affecting Ares (other than in respect of the Arrangement Resolution), each Shareholder is entitled to one vote for each voting common share held.

Dissent Rights

16. **THIS COURT ORDERS** that each registered Shareholder shall be entitled to exercise Dissent Rights in connection with the Arrangement Resolution in accordance with section 185 of the OBCA (except as the procedures of that section are varied by this Interim Order and the Plan of Arrangement) provided that, notwithstanding subsection 185(6) of the OBCA, any Shareholder who wishes to dissent must, as a condition precedent thereto, provide written objection to the Arrangement Resolution to Ares in the form required by section 185 of the OBCA and the Arrangement Agreement, which written objection must be received by Ares not later than 5:00 p.m. (Eastern time) on the last business day immediately preceding the Meeting (or any adjournment or postponement thereof), and must otherwise strictly comply with the requirements of the OBCA. For purposes of these proceedings, the “court” referred to in section 185 of the OBCA means this Honourable Court.

17. **THIS COURT ORDERS** that any Shareholder who duly exercises such Dissent Rights set out in paragraph 22 above and who:

i) is ultimately determined by this Honourable Court to be entitled to be paid fair value for his, her or its voting common shares, shall be deemed to have transferred those voting common shares as of the Effective Time, without any further act or formality and free and clear of all liens, claims, encumbrances, charges, adverse interests or security interests to Enyo for cancellation in consideration for a payment of cash from Enyo equal to such fair value; or

is for any reason ultimately determined by this Honourable Court not to be entitled to be paid fair value for his, her or its voting common shares pursuant to the exercise of the Dissent Right, shall be deemed to have participated in the Arrangement on the same basis and at the same time as any non-dissenting Shareholder;

but in no case shall Ares, Enyo or any other person be required to recognize such Shareholders as holders of voting common shares of Ares at or after the date upon which the Arrangement becomes effective and the names of such Shareholders shall be deleted from Ares' register of holders of voting common shares at that time.

Hearing of Application for Approval of the Arrangement

18. **THIS COURT ORDERS** that upon approval by the Shareholders of the Plan of Arrangement in the manner set forth in this Interim Order, Ares may apply to this Honourable Court for final approval of the Arrangement.

19. **THIS COURT ORDERS** that distribution of the Notice of Application and the Interim Order in the Information Circular, when sent in accordance with paragraphs 13 and 14 shall constitute good and sufficient service of the Notice of Application and this Interim Order and no other form of service need be effected and no other material need be served unless a Notice of Appearance is served in accordance with this Order.

20. **THIS COURT ORDERS** that any Notice of Appearance served in response to the Notice of Application shall be served on the solicitors for Ares, with a copy to counsel for Enyo, as soon as reasonably practicable, and, in any event, no less than five days before the hearing of this Application at the following addresses:

WEIRFOULDS LLP
Barristers & Solicitors
66 Wellington Street West, Suite 4100
TD Bank Tower
P.O. Box 35
Toronto, ON M5K 1B7

Attention: Conor Dooley
cdooley@weirfoulds.com

Solicitors for Ares

Clark Wilson LLP
900-885 West Georgia Street
Vancouver, British Columbia
V6C 3H1

Attention: Cam McTavish
cmctavish@cwilson.com

Solicitors for Enyo

21. **THIS COURT ORDERS** that, subject to further order of this Honourable Court, the only persons entitled to appear and be heard at the hearing of the within application shall be:

i) the Applicant Ares;

Enyo; and

ii) any person who has filed a Notice of Appearance herein in accordance with the Notice of Application, this Interim Order and the *Rules of Civil Procedure*.

22. **THIS COURT ORDERS** that any materials to be filed by Ares in support of the within Application for final approval of the Arrangement may be filed up to one day prior to the hearing of the Application without further order of this Honourable Court.

23. **THIS COURT ORDERS** that in the event the within Application for final approval does not proceed on the date set forth in the Notice of Application, and is adjourned, only those persons who served and filed a Notice of Appearance in accordance with paragraph 27 shall be entitled to be given notice of the adjourned date.

Precedence

24. **THIS COURT ORDERS** that, to the extent of any inconsistency or discrepancy between this Interim Order and the terms of any instrument creating, governing or collateral to the voting common shares, Ares Options, Ares Warrants or other rights to acquire voting common shares of Ares, or the articles or by-laws of Ares, this Interim Order shall govern.

Extra-Territorial Assistance

25. **THIS COURT** seeks and requests the aid and recognition of any court or any judicial, regulatory or administrative body in any province of Canada and any judicial,

regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province and any court or any judicial, regulatory or administrative body of the United States or other country to act in aid of and to assist this Honourable Court in carrying out the terms of this Interim Order.

Variance

26. **THIS COURT ORDERS** that Ares shall be entitled to seek leave to vary this Interim Order upon such terms and upon the giving of such notice as this Honourable Court may direct.

Electronically filed / Déposé par voie électronique : 19-Oct-2022
Toronto Superior Court of Justice / Cour supérieure de justice

IN THE MATTER OF AN APPLICATION UNDER SECTION 182 OF THE *BUSINESS CORPORATIONS ACT*, R.S.O. 1990, c. B.16, AS AMENDED,
AND IN THE MATTER OF RULE 14.05(2) OF THE RULES OF CIVIL PROCEDURE,
AND IN THE MATTER OF A PROPOSED ARRANGEMENT OF ARES STRATEGIC MINING INC. INVOLVING ITS SHAREHOLDERS AND ENYO STRATEGIC MINING INC.
ARES STRATEGIC MINING INC., APPLICANT

Court File No. CV-22-00687750-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding Commenced at Toronto

NOTICE OF MOTION

WEIRFOULDS LLP
Barristers & Solicitors
66 Wellington St. W., Suite 4100
TD Bank Tower, PO Box 35
Toronto, ON M5K 1B7

Nadia Chiesa (LSO #60391A)
nchiesa@weirfoulds.com
Tel: (416) 365-1110
Fax: (416) 365-1876

Lawyers for the Applicant,
Ares Strategic Mining Inc.

TAB B

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF AN APPLICATION UNDER SECTION 182 OF THE *BUSINESS CORPORATIONS ACT*, R.S.O. 1990, c. B.16, AS AMENDED,

AND IN THE MATTER OF RULE 14.05(2) OF THE *RULES OF CIVIL PROCEDURE*

AND IN THE MATTER OF A PROPOSED ARRANGEMENT OF ARES STRATEGIC MINING INC. INVOLVING ITS SHAREHOLDERS AND ENYO STRATEGIC MINING INC.

AFFIDAVIT OF JAMES WALKER
(sworn October 3, 2022)

I, **JAMES WALKER**, of the City of Vancouver, in the Province of British Columbia, **MAKE OATH AND SAY:**

1. I am the Chief Executive Officer of Ares Strategic Mining Inc. ("**Ares**" or the "**Company**"), a corporation incorporated pursuant to the *Business Corporations Act,* R.S.O. 1990, c. B-16, as amended (the "**OBCA**"). As such, I have personal knowledge of the facts set out in this Affidavit, except where otherwise indicated to be on the basis of my information and belief. Where I have indicated that my knowledge is based on my information and belief, I state the source of that knowledge and believe that information to be true.

2. All capitalized terms not otherwise defined in this affidavit have the meanings ascribed to them in the Arrangement Agreement to be entered into between Ares and Enyo Strategic Mining Inc. ("**Enyo**") (the "**Arrangement Agreement**") and

summarized in the draft management information circular of Ares (the "**Circular**"), attached hereto as **Exhibit "1"**, and which is in substantially the same form that will be e-mailed or mailed to all holders of shares in Ares ("**Ares Shareholders**").

3. This Affidavit is sworn in support of the Ares' Motion seeking advice and directions from this Honourable Court pursuant to section 182 of the OBCA and for an Interim Order, in the form attached as **Exhibit "2"**.

4. In anticipation that the Ares Shareholders will pass the resolution approving the Arrangement (the "**Arrangement Resolution**") and vote in favour of the Arrangement, Ares has commenced an application pursuant to section 182 of the OBCA (the "**Application**") to request this Court's approval of the Arrangement. A copy of the Notice of Application issued September 23, 2022 is attached hereto as **Exhibit "3"**.

5. I understand that, at the hearing of the Application, the Court will consider, among other matters, the fairness of the Arrangement. A supplementary affidavit (or affidavits) will be filed prior to the hearing of the Application.

I. The Parties

6. Ares is a corporation incorporated pursuant to the OBCA. Ares' common shares are listed on the Canadian Securities Exchange ("**CSE**") as a mineral exploration issuer and it possesses several mineral exploration projects and properties located in the U.S. and Canada.

7. Enyo is a corporation incorporation pursuant to the laws of the Province of British Columbia. Enyo was incorporated under the BCBCA on June 24, 2022 for the

purposes of the Arrangement. Enyo is currently a private company and is a wholly owned subsidiary of Ares

II. Overview of the Arrangement

8. Ares and Enyo will enter into an agreement where Enyo will acquire from Ares certain mineral exploration properties located in British Columbia and related assets as well as assume certain related liabilities.

9. Enyo will issue 13,700,000 common shares without par value (or such other number of shares as determined by the board of directors of Enyo) ("**Enyo Spinout Shares**") to Ares to complete the acquisition of the properties, such shares to be distributed to the Ares Shareholders pursuant to the Arrangement;

10. Following completion of these steps, pursuant to the Arrangement, among other events:

(a) the existing Ares Shares will be redesignated as Ares Class A Shares;

(b) Ares will create a new class of common shares known as the New Ares Shares;

(c) each Ares Class A Share will be exchanged for one New Ares Share and 0.1 of an Enyo Spinout Share;

(d) the Ares Class A Shares will be cancelled; and

(e) all outstanding Ares Options will be transferred and exchanged, and all outstanding Ares Warrants will be amended to allow holders to acquire,

upon exercise, New Ares Shares and Enyo Spinout Shares in amounts reflective of the relative fair market values of Ares and Enyo at the date the Arrangement is effective under the OBCA.

11. As a result of the Arrangement, Ares Shareholders will own the Enyo Spinout Shares, and Ares will have no further interest in Enyo or the Enyo Spinout Shares.

III. Background

12. The background to the Arrangement is described in detail beginning at page 13 of the Circular, which I have reviewed and adopt in its entirety. Below I have set out a brief summary of some of the more salient events.

13. Ares owns an interest in, among other properties:

(a) The "**Liard Property**", being all of Ares' right, title, and interest in and to eighteen (18) mineral claims totaling approximately 4,825 hectares located in the Liard Mining Division, North-Central British Columbia; and

(b) The "**Vanadium Property**", being all of Ares' right, title and interest in and to the twenty (20) mineral claims totaling 2,110.47 hectares located near Barriere, British Columbia (together, the Liard Property and the Vanadium Property are referred to herein as the "**Spinco Properties**").

14. Ares proposes to sell and transfer its interest in each of the Spinco Properties, along with certain related assets, to Enyo prior to the Arrangement.

15. Ares believes that the Arrangement is in the best interests of Ares for numerous reasons, including:

(a) At the moment, the capital markets value the Liard Property and the Vanadium Property together with all of Ares's other properties. By completing the Arrangement, the markets will value the Liard Property and the Vanadium Property each separately and independently of Ares's other properties, which should create additional value for Ares Shareholders;

(b) Separating each of the Liard Property and the Vanadium Property from Ares's other properties is expected to accelerate the development of the Liard Property, which will be Enyo's material property;

(c) Ares will be better able to focus on developing its assets, other than the Spinco Properties, without having the constraints of managing and financing the Spinco Properties;

(d) Ares Shareholders will benefit by holding shares in two separate public companies;

(e) A Fairness Opinion to be delivered to the Ares Board, to the effect that, subject to the assumptions, limitations and qualifications set out in the Fairness Opinion, the Enyo Spinout Shares to be received by Ares Shareholders under the Arrangement is fair, from a financial point of view, to Ares Shareholders; and

(f) Separating Ares and Enyo will expand Enyo's potential shareholder base and access to development capital by allowing investors that want specific ownership in a particular geographic location and in respect of specific properties with different geological characteristics the opportunity to invest directly in Enyo rather than through Ares.

16. In the course of its deliberations, the Ares Board also identified and considered a variety of risks and potentially negative factors, including, but not limited to, the risks set out at pages 54-55 of the Circular.

IV. Summary of the Arrangement

17. For ease of reference, the current form of the Arrangement Agreement, without appendices, is attached hereto as **Exhibit "4"**. I have summarized below the principal steps of the Arrangement for the Court.

A. Principal Steps of the Arrangement

18. Prior to the Effective Time, being 12:01 a.m. (Toronto time) on the Effective Date as endorsed by the Certificate of Arrangement,[1] Enyo will issue the Enyo Spinout Shares to Ares to complete the acquisition of the Spinco Properties. The Enyo Spinout Shares are the 13,700,000 Enyo Spinout Shares (or such other amount determined by the Enyo Board) issued or to be issued to Ares prior to the Effective Date to complete the

[1] "**Effective Date**" means the date that the Arrangement is effective under the OBCA as endorsed by the Certificate of Arrangement

acquisition of the Spinco Properties and certain related assets, such shares to be distributed to the Ares Shareholders pursuant to the Plan of Arrangement.

19. Commencing at the Effective Time, each of the events set out below shall occur and shall be deemed to occur in the following sequence or as otherwise provided below or herein, without any further act or formality:

(a) each Ares Share outstanding in respect of which a Dissenting Shareholder has validly exercised his, her or its Dissent Rights shall be directly transferred and assigned by such Dissenting Shareholder to Ares, without any further act or formality and free and clear of any liens, charges and encumbrances of any nature whatsoever, and will be cancelled and cease to be outstanding and such Dissenting Shareholders will cease to have any rights as Ares Shareholders other than the right to be paid the fair value for their Ares Shares by Ares;

(i) the authorized share structure of Ares shall be altered by:

(A) renaming and redesignating all of the issued and unissued Ares Shares as “Class A common shares without par value” and amending the special rights and restrictions attached to those shares to provide the holders thereof with two votes in respect of each share held, being the “Ares Class A Shares”; and

(B) creating a new class consisting of an unlimited number of "common shares without par value" with terms and special rights and restrictions identical to those of the Ares Shares immediately prior to the Effective Time, being the "New Ares Shares";

(b) each Ares Option then outstanding to acquire one Ares Share shall be transferred and exchanged for:

(i) one Ares Replacement Option to acquire one New Ares Share having an exercise price equal to the product of the original exercise price of the Ares Option multiplied by the fair market value of a New Ares Share at the Effective Time divided by the total of the fair market value of a New Ares Share and the fair market value of 0.1 of an Enyo Share at the Effective Time; and

(ii) one Enyo Option to acquire 0.1 of an Enyo Share, each whole Enyo Option having an exercise price equal to the product of the original exercise price of the Ares Option multiplied by the fair market value of 0.1 of an Enyo Share at the Effective Time divided by the total of the fair market value of one New Ares Share and 0.1 of an Enyo Share at the Effective Time,

provided that the aforesaid exercise prices shall be adjusted to the extent, if any, required to ensure that the aggregate In the Money Amount of the Ares Replacement Option and the Enyo Option immediately after the

exchange does not exceed the In the Money Amount immediately before the exchange of the Ares Option so exchanged. It is intended that subsection 7(1.4) of the Tax Act apply to the exchange of Ares Options;

(c) each Ares Warrant then outstanding shall be deemed to be amended to entitle the Ares Warrantholder to receive, upon due exercise of the Ares Warrant, for the original exercise price:

(i) one New Ares Share for each Ares Share that was issuable upon due exercise of the Ares Warrant immediately prior to the Effective Time; and

(ii) 0.1 of an Enyo Share for each Ares Share that was issuable upon due exercise of the Ares Warrant immediately prior to the Effective Time;

(d) each issued and outstanding Ares Class A Share outstanding on the Share Distribution Record Date shall be exchanged for: (i) one New Ares Share; and (ii) 0.1 of a Enyo Spinout Share, the holders of the Ares Class A Shares will be removed from the central securities register of Ares as the holders of such and will be added to the central securities register of Ares as the holders of the number of New Ares Shares that they have received on the exchange set forth in section 3.1(e) of the Plan of Arrangement, and the Enyo Spinout Shares transferred to the then holders of the Ares Class A Shares will be registered in the name of the former holders of the Ares Class A Shares and Ares will provide Enyo and its registrar and transfer agent

notice to make the appropriate entries in the central securities register of Enyo;

(e) the Ares Class A Shares, none of which will be issued or outstanding once the exchange in section 3.1(e) of the Plan of Arrangement is completed, will be cancelled and the appropriate entries made in the central securities register of Ares and the authorized share structure of Ares will be amended by eliminating the Ares Class A Shares, and the aggregate paid-up capital (as that term is used for purposes of the Tax Act) of the New Ares Shares will be equal to that of the Ares Shares immediately prior to the Effective Time less the fair market value of the Enyo Spinout Shares distributed pursuant to section 3.1(e) of the Plan of Arrangement;

(f) the Enyo Incorporation Share issued to Ares on incorporation shall be cancelled for no consideration and as a result thereof:

(i) Ares shall cease to be, and shall be deemed to have ceased to be, the holder of the Enyo Incorporation Share and to have any rights as a holder of the Enyo Incorporation Share; and

(ii) Ares shall be removed as the holder of the Enyo Incorporation Share from the register of Enyo Spinout Shares maintained by or on behalf of Enyo.

B. Effect of the Arrangement

20. As a result of the Arrangement, Ares Shareholders will no longer hold their Ares Shares and instead, will receive one New Ares Share and 0.1 of an Enyo Share for every one Ares Share held at the Effective Time, and as a result, will hold shares in two public companies.

21. Enyo will be a reporting issuer in the reporting jurisdictions (British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland). Enyo has not made an application to list the Enyo Spinout Shares on the CSE.

C. The Ares Board's Recommendation

22. The Ares Board, after receiving legal advice, has unanimously determined that the Arrangement is in the best interests of Ares and is fair to the Ares Shareholders. Accordingly, the Ares Board unanimously recommends that Ares Shareholders vote FOR the Arrangement Resolution.

23. Each director and officer of Ares who owns Ares Shares has indicated his or her intention to vote his or her Ares Shares in favour of the Arrangement Resolution.

D. Arrangement Under the OBCA

24. The Arrangement is an "arrangement" as defined in section 182(1)(h) of the OBCA as it is a reorganization "involving the business or affairs of the corporation or of

any or all of the holders of its securities or of any options or rights to acquire any of its securities that is, at law, an arrangement".

25. As detailed above and in the Circular, there are appropriate and valid business reasons to put forward the proposed Arrangement to the Ares Securityholders, and Ares is acting in good faith in doing so.

E. Transaction Not Practicable Other Than as an Arrangement

26. The Arrangement is a complex transaction involving a number of steps. Given the number and nature of the steps involved and the complexity of the Arrangement, I am advised by Conor Dooley of WeirFoulds LLP, solicitors for Ares, and verily believe that it is not practicable to implement the Arrangement under other provisions of the OBCA.

27. Further, the arrangement provisions of the OBCA allow the steps in the proposed Arrangement to occur substantially simultaneously in a controlled and orderly fashion, and enable the Arrangement to be implemented in a single transaction.

28. At the present time, there is no indication of any securityholder opposition to the Arrangement.

V. Extension of Time to Call the Annual Meeting of Ares Shareholders

29. Ares held its last annual meeting of shareholders on July 7, 2021.

30. Pursuant to section 94 of the OBCA, Ares is required to hold its next annual meeting of shareholders no later than October 7, 2022.

31. However, due to the proposed Arrangement and the interim order for advice and directions related to the Arrangement that Ares required, Ares will not be able to call its next annual meeting of shareholders prior to the expiry of the statutory fifteen-month period.

32. Ares is seeking an extension of the statutory fifteen-month period and Ares intends to call its next annual meeting of shareholders on November 14, 2022.

VI. Interim Order Sought

A. Requirements under the Arrangement Agreement

33. Ares proposes that a general and special meeting of Ares Securityholders be held on or about November 14, 2022 to seek approval of the Arrangement through the Arrangement Resolution.

34. Article 2.3 of the Arrangement Agreement requires that Ares apply to the Court for an interim order pursuant to s. 182 of the OBCA providing advice and directions in connection with the Ares Meeting and the Arrangement.

B. Quorum

35. Ares proposes that quorum for the transaction of business at the Meeting shall be such number of individuals representing at least 25% of the Ares Shares entitled to vote at the meeting of Ares Shareholders.

C. Meeting materials

36. Ares proposes to distribute:

(a) the notice of the Meeting (the "**Notice**");

(b) the Circular, a draft of which is attached as Exhibit "1";

(c) a copy of the within Notice of Application and any Interim Order granted;

(d) the form of proxy; and

(e) any other necessary or desirable communications (collectively, the "**Meeting Materials**").

37. These Meeting Materials are being sent to both Registered Holders and certain Non-Registered Holders of the Ares Shares,[2] to the Ares Board and to the auditor of Ares, as set out in the draft Interim Order not later than ten days prior to the date established for the Meeting, which notice period is consistent with Ares' by-laws.

D. Record Date

38. The Record Date for determining the registered Ares Shareholders entitled to receive notice of and to vote at the Meeting is October 7, 2022.

VII. Dissent Rights

39. As set out in greater detail in the Circular, Ares Registered Holders have the right to dissent to the Arrangement. Dissenting Shareholders who strictly comply with sections 237-247 of the OBCA, as modified by the Interim Order, the Final Order and the

[2] Ares Shareholders, being NOBOs and OBOs, whose shares are not registered in their names but are instead registered in the name of the brokerage firm, bank or trust company through which they purchased the shares.

Plan of Arrangement, are entitled to be paid the fair value of their Ares Shares by Ares if the Plan of Arrangement becomes effective (see the draft Interim Order). A Registered Holder is not entitled to dissent with respect to such holder's shares if such holder votes any of those shares in favour of the Arrangement Resolution (see Schedule "E" to the Circular).

40. Pursuant to s. 185(1) of the OBCA, Registered Holders are entitled to dissent from the Arrangement in the manner provided in that provision. An Ares Shareholder (a "**Dissenting Shareholder**") who complies with the dissent procedure of s. 185 of the OBCA will be entitled to be paid by Ares the fair value of the Ares Shares held by the Dissenting Shareholder in respect of which such Ares Shareholder dissents, determined as at the close of business on the day before the Arrangement Resolution is passed.

41. A registered Ares Shareholder who wishes to dissent, must send a notice of dissent (a "**Dissent Notice**") to Ares by registered mail at 1001 – 409 Granville Street, Vancouver, British Columbia V6C 1T2, Attention: James Walker, CEO, at or before the Meeting at which the Arrangement Resolution are to be voted on.

42. If the Arrangement Resolution is passed, Ares is required, within 10 days, to send notice to each Dissenting Shareholder's notice that the Arrangement Resolution has been adopted. Such notice shall set out the rights of the Dissenting Shareholder and the procedures to be followed to exercise those rights.

43. A Dissenting Shareholder must, within 20 days after receiving notice that the Arrangement Resolution has been adopted or, if the Dissenting Shareholder does not

receive such notice, within 20 days after the Dissenting Shareholder learns that the Arrangement Resolution has been adopted, send to Ares a written notice (a "**Payment Demand**") containing the name and address of the Dissenting Shareholder, the number of Ares Shares in respect of which the Dissenting Shareholder dissents and a demand for payment of the fair value of such Ares Shares.

44. Within 30 days after sending a Payment Demand, the Dissenting Shareholder must send to Ares or TSX Trust Company, 301 – 100 Adelaide Street West, Toronto, Ontario, M5H 4H1, Attention: Corporate Services, the certificates representing the Shares in respect of which such Payment Demand was made. A Dissenting Shareholder who fails to send the Payment Demand and their certificates within the time required will lose any right to make a claim under Section 185 of the OBCA. Ares or TSX Trust Company will endorse on Share certificates received from a Dissenting Shareholder a notice that the holder is a Dissenting Shareholder and will forthwith return the Ares Share certificates to the Dissenting Shareholder.

45. On sending a Payment Demand, a Dissenting Shareholder ceases to have any rights as an Ares Shareholder, other than the right to be paid the fair value of the Ares Shares in respect of which such Payment Demand was made, except where:

(a) the Dissenting Shareholder withdraws notice before Ares makes an Offer to Pay (as defined below); or

(b) Ares fails to make an Offer to Pay and the Dissenting Shareholder withdraws notice.

46. Ares is required, not later than seven days after the later of the day on which the action approved by the Arrangement Resolution is effective or the day on which Ares receives the Payment Demand of a Dissenting Shareholder, to send to each Dissenting Shareholder who has sent a Payment Demand a written offer to pay (an "**Offer to Pay**") for the Ares Shares in respect of which such Payment Demand was made in an amount considered by the Board to be the fair value thereof, accompanied by a statement showing the manner in which the fair value was determined.

47. Ares is required to pay for the Ares Shares of a Dissenting Shareholder within 10 days after an Offer to Pay has been accepted by a Dissenting Shareholder, but any such Offer to Pay lapses if Ares does not receive and acceptance thereof within 30 days after the Offer to Pay has been made.

48. If Ares fails to make an Offer to Pay for the Shares of a Dissenting Shareholder, or if a Dissenting Shareholder fails to accept an Offer to Pay that has been made, Ares may apply to the court to fix a fair value for the Ares Shares of Dissenting Shareholders.

49. If Ares fails to apply to the Court within such 50-day period, a Dissenting Shareholder may apply to the court for the same purpose within a further period of 20 days or within such further period as the court may allow.

50. Upon an application to the court, all Dissenting Shareholders whose Ares Shares have not been purchased by Ares will be joined as parties and bound by the decision of the court, and Ares will be required to notify each affected Dissenting Shareholder of the date, place and consequences of the application and of the right of

such Dissenting Shareholder to appear and be heard in person or by counsel. Upon any such application to the court, the court may determine whether any person is a Dissenting Shareholder who should be joined as a party, and the court will then fix a fair value for the Ares Shares of all Dissenting Shareholders.

51. The final order of the Court will be rendered against Ares in favour of each Dissenting Shareholder and for the amount of the fair value of each Dissenting Shareholder's Ares Shares as fixed by the court. 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 Arrangement Resolution is effective until the date of payment of the amount ordered by the court.

VIII. Ares Securityholders in the US

52. I am advised by Richard Raymer of the law firm Dorsey & Whitney LLP, external US legal counsel to Ares, that section 3(a)(10) of the *United States Securities Act of 1933*, as amended (the "**U.S. Securities Act**") exempts from the registration requirements of the U.S. Securities Act those securities which are issued in exchange for bona fide outstanding securities, claims or property interests, or partly in exchange and partly for cash, where the terms and conditions of such issuance and exchange are approved after a hearing by a court upon the fairness of such terms and conditions, at which all persons to whom it is proposed to issue securities in such exchange shall have the right to appear. I am further advised by Mr. Raymer, that, based on this Honourable Court's approval of the Arrangement, Enyo intends to rely upon the exemption under

section 3(a)(10) of the U.S. Securities Act to issue shares to Ares Securityholders who are resident in the United States.

SWORN BEFORE ME remotely by video conference from the City of Vancouver, in the Province of British Columbia, to the City of Toronto, in the Province of Ontario, in accordance with O. Reg 431/20, on October 3, 2022.

James Walker

A Commissioner for Taking Affidavits, etc.

Alfred Pepushaj (LSO #84973C)

TAB 1

This is **Exhibit "1"** to the

Affidavit of **James Walker**

sworn remotely this 3rd day of October, 2022.

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A Commissioner for Taking Affidavits, etc.

Alfred Pepushaj (LSO #84973C)

NOTICE OF MEETING

AND

MANAGEMENT INFORMATION CIRCULAR

FOR THE ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS OF

ARES STRATEGIC MINING INC.

TO BE HELD ON NOVEMBER ♦, 2022

Unless otherwise stated, the information herein is given as of ♦, 2022

Information has been incorporated by reference in this document from documents filed with securities commissions or similar authorities in Canada. Copies of the documents incorporated herein by reference may be obtained on request without charge from Ares Strategic Mining Inc. ("**Ares**") at Suite 1001 - 409 Granville Street, Vancouver, British Columbia, V6C 1T2, Telephone: (604) 345-1576, and are also available electronically on Ares's website at www.aresmining.com and under Ares' profile at www.SEDAR.com.

October ♦, 2022

Dear Shareholders:

You are cordially invited to attend the annual general and special meeting of shareholders of Ares Strategic Mining Inc. ("**Ares**") to be held at 10:00 A.M. (Vancouver time) on November ♦, 2022 at Suite 900 – 885 West Georgia Street, Vancouver, British Columbia, Canada.

At the meeting, among other items of business including the annual election of directors, shareholders will be asked to consider and vote on a special resolution to approve a spin-out of Ares's respective interests in the Liard Property and Vanadium Property (together, the "**Spinco Properties**"), located in British Columbia, Canada, to its shareholders by way of a share capital reorganization effected through a statutory plan of arrangement (the "**Plan of Arrangement**"). The Spinco Properties will be held through Ares's wholly-owned subsidiary, Enyo Strategic Mining Inc. ("**Enyo**"), which subsidiary will also assume the Spinco Liabilities. The Plan of Arrangement involves, among other things, the distribution of common shares of Enyo to current shareholders of Ares on the basis of 0.1 of an Enyo common share per outstanding common share of Ares. Once the Plan of Arrangement has completed, Ares Shareholders will own shares in two public companies: Enyo, which will focus on the development of the Spinco Properties, and Ares, which will continue to generate prospective mineral properties. Of the Spinco Properties, the Liard Property is considered to be material for the purposes of NI 43-101.

The board of directors of Ares has determined that the Plan of Arrangement is fair and is in the best interests of Ares and its shareholders and unanimously recommends that shareholders vote in favour of the special resolution. In addition, Evans & Evans, Inc., an advisor to Ares, has provided the Fairness Opinion (as defined herein) to the Ares board to the effect that, as of October ♦, 2022, and subject to the assumptions, limitations and qualifications set out in the Fairness Opinion, the consideration to be received by the Ares Shareholders under the Plan of Arrangement is fair, from a financial point of view, to Ares Shareholders.

The accompanying notice of meeting (the "**Meeting**") and management information circular (the "**Information Circular**") provide a full description of the Plan of Arrangement and includes certain additional information to assist you in considering how to vote in respect of the Plan of Arrangement. You are encouraged to consider carefully all of the information in the accompanying management information circular, including the documents incorporated by reference therein. If you require assistance, you should contact your financial, legal, tax or other professional adviser.

Your vote is important regardless of the number of shares of Ares that you own. If you are a registered holder of shares of Ares, we encourage you to complete, sign, date and return the enclosed form of proxy by no later than 10:00 A.M. (Vancouver time) on Wednesday, October 5, 2022, to ensure that your shares are voted at the meeting in accordance with your instructions, whether or not you are able to attend in person. If you hold your shares through a broker or other intermediary, you should follow the instructions provided by them to vote your shares.

If you are a registered Ares shareholder, we also encourage you to complete and return the accompanying letter of transmittal ("**Letter of Transmittal**") together with the certificate(s) (if any) representing your Ares shares and any other required documents and instruments, to TSX Trust Company, acting as the depositary, in the accompanying return envelope in accordance with the instructions set out in the Letter of Transmittal so that, if the Plan of Arrangement is completed, new Ares shares and Enyo shares can be sent to you as soon as possible after the Plan of Arrangement becomes effective. The Letter of Transmittal contains other procedural information related to the Plan of Arrangement, and should be reviewed carefully. If you hold your Ares shares through a broker or other intermediary, please contact them for instructions and assistance in receiving new Ares shares and Enyo shares in exchange for your Ares shares. Assuming that all conditions to completion of the Plan of Arrangement are satisfied, it is anticipated that the Plan of Arrangement will become effective on or about November ♦, 2022.

On behalf of Ares, we thank all shareholders for their ongoing support.

Yours very truly,

"♦"

James Walker
President, Chief Executive Officer and Director

NOTICE OF ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS

To the Shareholders of Ares Strategic Mining Inc.:

NOTICE IS HEREBY GIVEN that an annual and special meeting (the "**Meeting**") of the holders (the "**Ares Shareholders**") of common shares ("**Ares Shares**") of Ares Strategic Mining Inc. ("**Ares**") will be held at Suite 900 – 885 West Georgia Street, Vancouver, British Columbia on November ♦, 2022 at 10:00 A.M. (Vancouver Time) for the following purposes:

1. for the Ares Shareholders to consider and, if deemed advisable, to approve, with or without variation, a special resolution of the Ares Shareholders (the "**Arrangement Resolution**") approving a statutory plan of arrangement (the "**Plan of Arrangement**") pursuant to Section 182 of the *Business Corporations Act* (Ontario) (the "**OBCA**") among Ares, the Ares securityholders and Enyo Strategic Mining Inc. ("**Enyo**"), as more fully described in the Information Circular;

2. for Ares Shareholders to receive the audited financial statements of Ares for the fiscal year ended September 30, 2021, together with the report of the auditors thereon;

3. for Ares Shareholders to determine the number of directors at five;

4. for Ares Shareholders to elect the directors of Ares for the ensuing year;

5. to re-appoint Manning Elliott LLP, Chartered Professional Accountants, as the auditor of Ares for the ensuing fiscal year and to authorize the directors of Ares to fix the auditor's remuneration;

6. for Ares Shareholders to consider, and if deemed advisable, pass an ordinary resolution of disinterested shareholders, substantially in the form set out in the Information Circular, to approve the adoption of an equity incentive plan for Ares (the "**Ares Equity Incentive Plan**") to replace Ares' existing stock option plan;

7. subject to the approval of the Arrangement Resolution, for Ares Shareholders to consider, and if deemed advisable, pass an ordinary resolution, substantially in the form set out in the information circular, to approve the adoption of an equity incentive plan for Enyo (the "**Enyo Equity Incentive Plan**");

8. to consider, and if deemed advisable, to pass a special resolution to approve the Continuation of Ares out of Ontario and into the Province of British Columbia (the "**Continuation Resolution**") under the *Business Corporations Act* (British Columbia) (the "**BCBCA**"), as more fully described in the accompanying Information Circular; and

9. to transact such further or other business as may properly come before the Meeting and any adjournment(s) or postponement(s) thereof.

AND TAKE NOTICE that registered Ares Shareholders have a right of dissent in respect of the proposed Arrangement and the Continuation Resolution and to be paid the fair value of their Ares Shares, in the case of the Continuation Resolution, in accordance with section 185 of the OBCA and, in the case of the Arrangement, in accordance with the provisions of the Plan of Arrangement governing the Arrangement and section 185 of the OBCA. The dissent rights are described in the accompanying Information Circular (and specifically Schedule "E"). Failure to strictly comply with required procedure may result in the loss of any right of dissent.

Only Ares Shareholders of record at the close of business on ♦, 2022 will be entitled to receive notice of and vote at the Meeting. Any adjournment of the Meeting will be held at a time and place to be specified at the Meeting. If you are unable to attend the Meeting in person, please complete, sign and date the enclosed form of proxy and return the same in the enclosed return envelope provided for that purpose within the time and to the location set out in the form of proxy accompanying this notice.

It is desirable that as many Ares Shares as possible be represented at the Meeting. Whether or not you expect to attend the Meeting, please exercise your right to vote. Please complete the enclosed instrument of proxy and return it as soon as possible in the envelope provided for that purpose. To be valid, all instruments of proxy must

be deposited at the office of the Registrar and Transfer Agent of Ares, TSX Trust Company, 301 – 100 Adelaide Street West, Toronto, Ontario, M5H 1S3, not later than forty-eight (48) hours, excluding Saturdays, Sundays and holidays, prior to the time of the Meeting or any adjournment(s) or postponement(s) thereof. Late instruments of proxy may be accepted or rejected by the Chairman of the Meeting in his discretion and the Chairman is under no obligation to accept or reject any particular late instruments of proxy.

The accompanying Information Circular provides additional information relating to the matters to be dealt with at the Meeting and is deemed to form part of this notice.

This notice is accompanied by the Information Circular and either a form of proxy for Registered Holders or a voting instruction form for beneficial Ares Shareholders.

DATED at Vancouver, British Columbia this ♦ day of October, 2022.

BY ORDER OF THE BOARD

(*signed*) "♦"
James Walker
President, Chief Executive Officer and Director

Registered Ares Shareholders unable to attend the Meeting are requested to date, sign and return their form of proxy in the enclosed envelope. If you are a non-registered Ares Shareholder and receive these materials through your broker or through another Intermediary, please complete and return the materials in accordance with the instructions provided to you by your broker or by the other Intermediary. Failure to do so may result in your shares not being eligible to be voted by proxy at the Meeting.

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SCHEDULES

Capitalized terms used in this Notice of Meeting are defined in the Glossary of Terms or elsewhere in the Information Circular.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Information Circular contains "forward-looking statements" or "forward-looking information" within the meaning of applicable Canadian securities legislation. Forward-looking information is provided as of the date of this Information Circular or, in the case of documents incorporated by reference herein, as of the date of such documents and neither Ares nor Enyo intend to, nor do they assume any obligation, to update this forward-looking information, except as required by law. Generally, forward-looking information can be identified by the use of forward-looking terminology such as "plans", "expects" or "does not expect", "is expected", "budget", "scheduled", "estimates", "forecasts", "intends", "anticipates" or "does not anticipate", or "believes", or variations of such words and phrases or statements that certain actions, events or results "may", "could", "would", "might" or "will be taken", "occur" or "be achieved".

Forward-looking information is based on reasonable assumptions that have been made by Ares as at the date of such information and is subject to known and unknown risks, uncertainties and other factors that may cause the actual results, level of activity, performance or achievements of Ares to be materially different from those expressed or implied by such forward-looking information, including but not limited to: the risk of Ares not obtaining court, shareholder or stock exchange approvals to proceed with the Arrangement; the risk of unexpected tax consequences to the Arrangement; the risk of unanticipated material expenditures required by Ares prior to completion of the Arrangement; risks of the market valuing Ares and/or Enyo in a manner not anticipated by Ares; risks relating to the benefits of the Arrangement not being realized or as anticipated; risk of Ares not obtaining consents or regulatory approval for the Continuation; risks associated with mineral exploration and development; metal and mineral prices; availability of capital, including the ability of Enyo to raise sufficient capital through one or more offerings of securities after completion of the Arrangement to operate its business and to satisfy the listing requirements of the CSE (as herein defined); accuracy of Ares's projections and estimates; interest and exchange rates; competition; share price fluctuations; availability of drilling equipment and access; actual results of activities; government regulation; political or economic developments; environmental risks; insurance risks; capital expenditures; operating or technical difficulties in connection with development activities; personnel relations; the speculative nature of base and precious metal exploration and development; contests over title to properties; changes and volatility in project parameters as plans continue to be refined; the inherent uncertainties regarding cost estimates, changes in commodity prices, financing, unanticipated resource grades, infrastructure, results of exploration activities, cost overruns, availability of materials and equipment, timeliness of government approvals, taxation, political risk and related economic risk and unanticipated environmental impact on operations; global financial conditions; the market price of Ares's securities; ability to access capital; changes in interest rates; liabilities and risks inherent in exploration and development operations; uncertainties associated with estimating mineral resources and production; uncertainty as to reclamation and decommissioning liabilities; failure to obtain industry partner and other third party consents and approvals when required; delays in obtaining permits and licenses for development properties; competition for, among other things, capital, undeveloped lands and skilled personnel; incorrect assessments of the value of acquisitions or dispositions; property title risk; geological, technical and processing problems; the ability of Ares to meet its obligations to its creditors; actions taken by regulatory authorities with respect to mining activities; the potential influence of or reliance upon Ares's business partners, and the adequacy of insurance coverage; as well as those factors discussed in the sections entitled "*Ares Strategic Mining Inc. – Risk Factors*" and "*Enyo Strategic Mining Inc. – Risk Factors*" herein. Other documents incorporated by reference in the Information Circular, such as the audited financial statements of Ares as at, and for the financial years ended, September 30, 2021 and 2020 (together with the auditor's report thereon and the notes thereto) and related management's discussion and analysis for the financial years ended September 30, 2021 and 2020, each include forward-looking information with respect to, among other things, Ares's corporate development and strategy. Forward-looking information is based on certain assumptions that Ares and Enyo believe are reasonable, including that the required shareholder, court and regulatory and stock exchange approvals for the transactions described in this Information Circular will be obtained; that the transactions described in this Information Circular will be completed as disclosed herein; that the

current directors and officers of Ares and Enyo will continue in their respective capacities as directors and officers of Ares and Enyo, as applicable; that sufficient working capital will be available for both Ares and Enyo; and that shareholdings of certain shareholders of Ares will not change prior to the closing of the transactions described herein; the current price of and demand for commodities will be sustained or will improve, the supply of commodities will remain stable, that the general business and economic conditions will not change in a material adverse manner, that financing will be available if and when needed on reasonable terms and that Ares will not experience any material labour dispute, accident, or failure of plant or equipment and such other assumptions and factors as set out herein.

Although Ares has attempted to identify important factors that could cause actual results to differ materially from those contained in forward-looking information, there may be other factors that cause results not to be as anticipated, estimated or intended. There can be no assurance that such information will prove to be accurate, as actual results and future events could differ materially from those anticipated in such information. Accordingly, readers should not place undue reliance on forward looking information. Ares does not undertake to update any forward-looking information contained herein or that is incorporated by reference herein, except in accordance with applicable securities laws.

DATE OF INFORMATION

Information contained in this Information Circular is as at October ♦, 2022, unless otherwise indicated.

REPORTING CURRENCIES AND ACCOUNTING PRINCIPLES

The historical financial statements of Ares and Enyo contained in this Information Circular are reported in Canadian dollars and have been prepared in accordance with IFRS. All references to dollar amounts in this Information Circular are to Canadian dollars unless stated otherwise or the context otherwise requires.

CURRENCY

Unless otherwise indicated herein, references to "$", "Cdn$" "Canadian dollars" are to Canadian dollars, and references to "US$" or "U.S. dollars" are to United States dollars.

DOCUMENTS INCORPORATED BY REFERENCE

Information has been incorporated by reference in this Information Circular from documents filed by Ares with the securities commissions or similar authorities in British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland (the "**Reporting Jurisdictions**"). Copies of the documents incorporated herein by reference may be obtained on request without charge from the Corporate Secretary of Ares at Suite 1001 - 409 Granville Street, Vancouver, British Columbia, V6C 1T2 (Telephone (604) 345-1576). These documents are also available under Ares's profile on the SEDAR website at www.SEDAR.com.

The following documents are specifically incorporated by reference into, and form an integral part of, this Information Circular:

1. the audited financial statements of Ares as at, and for the financial years ended, September 30, 2021 and 2020, together with the auditors' report thereon and the notes thereto;

2. management's discussion and analysis for the financial years ended September 30, 2021 and 2020;

3. the Technical Report; and

4. the Arrangement Agreement.

Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purposes of this Information Circular to the extent that a statement contained in this Information Circular or in any subsequently filed document that also is or is deemed to be incorporated by reference herein modifies, replaces or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Information Circular. The modifying or superseding statement need not state that it has modified or superseded a prior statement or include any other information set forth in the document that it modifies or supersedes. The making of such a modifying or superseding statement shall not be deemed an admission for any purpose that the modified or superseded statement, when made, constituted a misrepresentation, an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made.

NOTE TO UNITED STATES SECURITYHOLDERS

THE SECURITIES TO BE ISSUED IN CONNECTION WITH THE PLAN OF ARRANGEMENT HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION (THE "SEC") OR SECURITIES REGULATORY AUTHORITIES IN ANY STATE OF THE UNITED STATES, NOR HAS THE SEC OR THE SECURITIES REGULATORY AUTHORITIES OF ANY STATE OF THE UNITED STATES PASSED ON THE ADEQUACY OR ACCURACY OF THIS INFORMATION CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The Enyo Shares and New Ares Shares to be issued to Ares Shareholders in exchange for Ares Shares under the Plan of Arrangement, the Enyo Options and Ares Replacement Options to be issued to Ares Optionholders in exchange for Ares Options under the Plan of Arrangement, and the modification of the Ares Warrants pursuant to the Arrangement have not been and will not be registered under the U.S. Securities Act, and are being issued and exchanged or accomplished in reliance on the exemption from registration set forth in Section 3(a)(10) of the U.S. Securities Act (the "**Section 3(a)(10) Exemption**") on the basis of the approval of the Court, and similar exemptions from registration under applicable state securities laws. The Section 3(a)(10) Exemption exempts the issuance of any securities issued in exchange for one or more bona fide outstanding securities from the general requirement of registration where the terms and conditions of the issuance and exchange of such securities have been approved by a court of competent jurisdiction that is expressly authorized by law to grant such approval, after a hearing upon the substantive and procedural fairness of the terms and conditions of such issuance and exchange at which all persons to whom it is proposed to issue the securities have the right to appear and receive timely and adequate notice thereof. The Court is authorized to conduct a hearing at which the substantive and procedural fairness of the terms and conditions of the Arrangement will be considered. The Court issued the Interim Order on October♦, 2022 and, subject to the approval of the Arrangement by the Ares Shareholders, a hearing of the application for the Final Order will be held on November ♦, 2022 at 9:45 a.m. (Toronto Time) at the ♦, Toronto, Ontario, Canada. All Securityholders are entitled to appear and be heard at this hearing. The Final Order will constitute a basis for the Section 3(a)(10) Exemption with respect to the Enyo Shares and New Ares Shares to be issued to the Ares Shareholders in exchange for their Ares Shares pursuant to the Arrangement, with respect to the Enyo Options and Ares Replacement Options to be issued to Ares Optionholders in exchange for their Ares Options pursuant to the Arrangement and with respect to the modification of the Ares Warrants pursuant to the Arrangement. Prior to the hearing on the Final Order, the Court will be informed of this effect of the Final Order. "*U.S. Securities Laws*" and "*Approval of the Arrangement – Court Approval of the Arrangement*".

The solicitation of proxies hereby is not subject to the proxy requirements of section 14(a) of the U.S. Exchange Act. Furthermore, this Information Circular has been prepared in accordance with the applicable disclosure requirements in Canada, and the solicitations and transactions contemplated in this Information Circular are made in the United States for securities of a Canadian issuer in accordance with applicable Canadian corporate and securities laws. U.S. Securityholders should be aware that such requirements are different than those of the United States.

Likewise, information concerning the properties and operations of Ares and Enyo has been prepared in accordance with Canadian standards, and may not be comparable to similar information for United States companies.

Certain financial statements and information included or incorporated by reference herein have been prepared in accordance with IFRS as issued by the International Accounting Standards Board ("**IASB**"), and are subject to auditing and auditor independence standards in Canada, and thus may not be comparable to financial statements of United States companies prepared in accordance with United States generally accepted accounting principles and United States auditing and auditor independence standards.

U.S. Securityholders should be aware that the issue and exchange of the securities described herein may have tax consequences both in the United States and in Canada. Such consequences for investors who are resident in, or citizens of, the United States may not be described fully herein.

Each U.S. Securityholder should consult its own tax adviser regarding the proper treatment of the Arrangement and the ownership and disposition of securities of Ares or Enyo for United States federal income tax purposes.

The enforcement by investors of civil liabilities under the United States federal securities laws may be adversely affected by the fact that Ares and Enyo are incorporated or organized outside the United States, that most of their officers and directors and the experts named herein may be residents of a country other than the United States, and that certain of the assets of Ares, Enyo and said persons are located outside the United States. As a result, it may be difficult or impossible for U.S. Securityholders to effect service of process within the United States upon Ares or Enyo, their respective directors or officers, or the experts named herein, or to realize against them upon judgments of courts of the United States predicated upon civil liabilities under the federal securities laws of the United States or "blue sky" laws of any state within the United States. In addition, U.S. Securityholders should not assume that the courts of Canada: (a) would enforce judgments of United States courts obtained in actions against such persons predicated upon civil liabilities under the federal securities laws of the United States or "blue sky" laws of any state within the United States; or (b) would enforce, in original actions, liabilities against such persons predicated upon civil liabilities under the federal securities laws of the United States or "blue sky" laws of any state within the United States.

The Enyo Shares and New Ares Shares to be issued to Ares Shareholders in exchange for their Ares Shares pursuant to the Arrangement will be freely transferable under U.S. federal securities laws, except by persons who are "affiliates" (as defined in Rule 144 under the U.S. Securities Act) of Enyo or Ares, respectively, after the Effective Date, or were "affiliates" of Enyo or Ares, respectively, within 90 days prior to the Effective Date. Persons who may be deemed to be "affiliates" of an issuer include individuals or entities that control, are controlled by, or are under common control with, the issuer, whether through the ownership of voting securities, by contract, or otherwise, and generally include executive officers and directors of the issuer as well as principal shareholders of the issuer. Any resale of such Enyo Shares or New Ares Shares by such an affiliate (or former affiliate) may be subject to the registration requirements of the U.S. Securities Act, absent an exemption therefrom. See "*U.S. Securities Laws*".

The Section 3(a)(10) Exemption does not exempt the issuance of securities issued upon the exercise of securities that were previously issued pursuant to the Section 3(a)(10) Exemption. Therefore, the Enyo Shares issuable upon the exercise of the Ares Warrants following the Effective Date, and the New Ares Shares issuable upon the exercise of the Ares Replacement Options or Ares Warrants following the Effective Date, may not be issued in reliance upon the Section 3(a)(10) Exemption and may be exercised only pursuant to an available exemption from the registration requirements of the U.S. Securities Act and applicable state securities laws.

SUMMARY

The following is a summary of the principal features of the Arrangement and certain other matters and should be read together with the more detailed information and financial data and statements contained elsewhere in the Information Circular, including the schedules hereto. This Summary is qualified in its entirety by the more detailed information appearing or referred to elsewhere herein. Unless otherwise indicated, all currency amounts are stated in Canadian dollars. The information contained herein is as of October ♦, 2022 unless otherwise indicated.

Capitalized terms used in this Summary are defined in the Glossary of Terms.

The Meeting

Time, Date and Place of Meeting

The Meeting of Ares Shareholders will be held on ♦, November ♦, 2022 at 10:00 A.M. (Vancouver time) at Suite 900 – 885 West Georgia Street, Vancouver, British Columbia.

The Record Date

The Record Date for determining the Registered Holders (as herein defined) entitled to receive notice of and to vote at the Meeting is October ♦, 2022.

Purpose of the Meeting

This Information Circular is furnished in connection with the solicitation of proxies by management of Ares for use at the Meeting which will be held for the following purposes:

Election of Directors

The Ares Shareholders will be asked to set the number of directors and to elect the directors of Ares. See "*Particulars of Matters to be Acted Upon – Election of Directors*" in this Information Circular.

Appointment of the Auditor

The Ares Shareholders will be asked to appoint the auditor of Ares and to authorize the directors of Ares to fix the remuneration of the auditor. See "*Particulars of Matters to be Acted Upon – Appointment of Auditor*" in this Information Circular.

Approval of Ares Equity Incentive Plan

Ares' current stock option plan (the "**Former Ares Plan**") is a "rolling" stock option plan, whereby the aggregate number of Ares Shares reserved for issuance, together with any other Ares Shares reserved for issuance under any other plan or agreement of Ares, shall not exceed ten (10%) percent of the total number of issued Ares Shares (calculated on a non-diluted basis) at the time an option is granted.

On ♦, 2022, the Ares Board adopted the Ares Equity Incentive Plan to replace the Former Ares Plan, which is subject to approval by the disinterested Ares Shareholders. The Ares Board believes that the Ares Equity Incentive Plan will provide greater flexibility to grant equity-based incentive awards in the form of options ("**Options**"), restricted share units ("**RSUs**"), performance share units ("**PSUs**") and deferred share units ("**DSUs**").

At the Meeting disinterested Ares Shareholders will be asked to ratify, confirm and approve, by ordinary resolution, the Ares Equity Incentive Plan which, if approved, will replace the Former Ares Plan and the Bonus Share Plan. As of

the date hereof, Ares does not have any other incentive plans other than the Former Ares Plan, the Bonus Share Plan and the Ares Equity Incentive Plan nor has Ares granted any other incentive awards other than the 2,049,500 Ares Options and bonus shares to its directors, officers and consultants. See "*Particulars of Matters to be Acted Upon – Approval of Ares Equity Incentive Plan*" in this Information Circular.

The Continuation out of Ontario and into British Columbia

The Ares Shareholders will be asked to approve, by Special Resolution, the Continuation Resolution. Registered Holders have the right to dissent to the Continuation. Dissenting Shareholders who strictly comply with Sections 237-247 of the OBCA, are entitled to be paid the fair value of their Ares Shares by Ares if the Continuation becomes effective. In addition, the Dissent Rights applicable to the Continuation are summarized under the heading "*Rights of Dissenting Ares Shareholders*" and the provisions of the OBCA with regard to the Dissent Rights are set out in Schedule "E" to this Information Circular. A Registered Holder is not entitled to dissent with respect to such holder's shares if such holder votes any of those shares in favour of the Continuation Resolution. See "*Particulars of Matters to be Acted Upon – Approval of the Continuation*" in this Information Circular.

The Arrangement

The Ares Shareholders, by Special Resolution, will be asked to approve the Arrangement involving Ares, the Ares Securityholders and Enyo, a wholly-owned subsidiary of Ares incorporated for the purposes of the Arrangement. Under the Arrangement, Ares will spin-out the shares of its wholly-owned subsidiary, Enyo, which will have assumed the Spinco Liabilities and acquired the Spinco Properties located in British Columbia, Canada prior to the Arrangement, to the Ares Shareholders. See "*Particulars of Matters to be Acted Upon – Approval of the Arrangement*" in this Information Circular.

Enyo Equity Incentive Plan

The Ares Shareholders will also be asked to approve, by ordinary resolution, the adoption of the Enyo Equity Incentive Plan (as defined herein) pursuant to applicable CSE policies. See "*Particulars of Matters to be Acted Upon – Approval of Enyo Equity Incentive Plan*" in this Information Circular.

Summary of the Arrangement

The Arrangement will be completed by way of plan of arrangement pursuant to Section 182 of the OBCA involving Ares, the Ares Securityholders and Enyo. The disclosure of the principal features of the Arrangement, as summarized below, is qualified in its entirety by reference to the full text of the Arrangement Agreement, which is available on SEDAR under Ares's profile at www.SEDAR.com and is incorporated by reference herein.

Reasons for the Arrangement

Ares believes that the Arrangement is in the best interests of Ares for numerous reasons, including:

(a) At the moment, the capital markets value the Liard Property and the Vanadium Property together with all of Ares's other properties. By completing the Arrangement, the markets will value the Liard Property and the Vanadium Property each separately and independently of Ares's other properties, which should create additional value for Ares Shareholders;

(b) Separating each of the Liard Property and the Vanadium Property from Ares's other properties is expected to accelerate the development of the Liard Property, which will be Enyo's material property;

(c) Ares will be better able to focus on developing its assets, other than the Spinco Properties, without having the constraints of managing and financing the Spinco Properties;

(d) Ares Shareholders will benefit by holding shares in two separate public companies;

(e) The Fairness Opinion delivered to the Ares Board, to the effect that, as of September ♦, 2022, and subject to the assumptions, limitations and qualifications set out in the Fairness Opinion, the Enyo Spinout Shares to be received by Ares Shareholders under the Arrangement is fair, from a financial point of view, to Ares Shareholders; and

(f) Separating Ares and Enyo will expand Enyo's potential shareholder base and access to development capital by allowing investors that want specific ownership in a particular geographic location and in respect of specific properties with different geological characteristics the opportunity to invest directly in Enyo rather than through Ares.

Evans & Evans, Inc. have provided the Fairness Opinion to the Ares Board in respect of the fairness of the terms of the Arrangement, from a financial point of view, to the Ares Shareholders. Based upon its review and such other matters as Evans & Evans, Inc. have considered relevant, and subject to the limitations, qualifications and assumptions set out in the Fairness Opinion, it is its opinion that, as of September ♦, 2022 the Arrangement (based on the Plan of Arrangement and Arrangement Agreement) is fair, from a financial point of view, to the Ares Shareholders. A summary of the Fairness Opinion is attached to this Information Circular as Schedule "L".

In the course of its deliberations, the Ares Board also identified and considered a variety of risks and potentially negative factors, including, but not limited to, the risks set out under "*Approval of the Arrangement – Arrangement Risk Factors*".

The foregoing discussion summarizes the material information and factors considered by the Ares Board in their consideration of the Plan of Arrangement. The Ares Board collectively reached its unanimous decision with respect to the Plan of Arrangement in light of the factors described above and other factors that each member of the Ares Board felt were appropriate. In view of the wide variety of factors and the quality and amount of information considered, the Ares Board did not find it useful or practicable to, and did not make specific assessments of, quantify, rank or otherwise assign relative weights to the specific factors considered in reaching its determination. Individual members of the Ares Board may have given different weight to different factors.

For further information on the reasons for the Arrangement, see "*Particulars of Matters to be Acted Upon – Approval of the Arrangement – Recommendation of the Directors*" in this Information Circular.

Principal Steps of the Arrangement

Prior to the Effective Time, Enyo will issue the Enyo Spinout Shares to Ares to complete the acquisition of the Spinco Properties. The following is a summary of the principal steps of the Arrangement:

(a) the existing Ares Shares will be redesignated as Ares Class A Shares;

(b) Ares will create a new class of common shares known as the New Ares Shares;

(c) each Ares Class A Share will be exchanged for one New Ares Share and 0.1 of an Enyo Spinout Share;

(d) the Ares Class A Shares will be cancelled; and

(e) as part of the Arrangement, all outstanding Ares Options and Ares Warrants will be adjusted to allow holders to acquire, upon exercise, New Ares Shares and Enyo Shares in amounts reflective of the relative fair market values of Ares and Enyo at the Effective Time.

As a result of the Arrangement, Ares Shareholders will own the Enyo Spinout Shares, and Ares will have no further interest in Enyo or the Enyo Shares. Enyo will have acquired the Spinco Properties prior to the Arrangement becoming effective and will focus on the further exploration and development of the Spinco Properties. The Liard Property will be Enyo's material property for purposes of NI 43-101. The Arrangement is subject to a number of conditions including CSE acceptance, approval by the Ares Shareholders and Court approval.

The CSE has conditionally accepted the Arrangement and Enyo has not made application to list the Enyo Shares on the CSE. Any listing will be subject to Enyo fulfilling all of the listing requirements of the CSE.

Pursuant to Section 182 of the OBCA and in accordance with the terms of the Arrangement Agreement, the Arrangement Resolution must be approved, with or without variation, by not less than two-thirds of the votes cast at the Meeting in person or by proxy by Ares Shareholders.

The Ares Board may, in its absolute discretion, determine whether or not to proceed with the Arrangement without further approval, ratification or confirmation by the Ares Shareholders.

The foregoing is a summary only. For further details see "*Particulars of Matters to be Acted Upon – Approval of the Arrangement*" in this Information Circular.

Effect of the Arrangement

As a result of the Arrangement, Ares Shareholders will no longer hold their Ares Shares and instead, will receive one New Ares Share and 0.1 of an Enyo Share for every one Ares Share held at the Effective Time, and as a result, will hold shares in two public companies.

Upon completion of the Arrangement, Enyo will be a reporting issuer in the Reporting Jurisdictions. Enyo has not made application to list the Enyo Shares on the CSE.

Recommendation of the Directors

After careful consideration, the Ares Board, after receiving legal and financial advice, has unanimously determined that the Arrangement is in the best interests of Ares and is fair to the Ares Shareholders. Accordingly, the Ares unanimously recommends that Ares Shareholders vote FOR the Arrangement Resolution.

Each director and officer of Ares who owns Ares Shares has indicated his or her intention to vote his or her Ares Shares in favour of the Arrangement Resolution. See "*Particulars of Matters to be Acted Upon – Approval of the Arrangement – Recommendation of the Directors*" in this Information Circular.

Directors and Officers of Enyo

The Enyo Board will be comprised of James Walker, Paul Sarjeant, Changxian Li, Bob Li, Raul Sanabria, and Ron Woo. Executive management of Enyo will consist of James Walker, President and Chief Executive Officer, and Viktoriya Griffin, Chief Financial Officer. Enyo may, as the Enyo Board may determine, add individuals to the Enyo Board and management to ensure Enyo has the appropriate amount of local knowledge and skill sets to advance the Spinco Properties and additional assets Enyo may acquire in the future. Since Ares's focus is primarily on mineral exploration assets located in the U.S., and Enyo's focus will be on the Spinco Properties located in British Columbia, Canada, any common directors on the Enyo Board and the Ares Board are not expected to be subject to any conflicts of interest. See "*Enyo Strategic Mining Inc. – Directors and Officers*" in this Information Circular.

The Companies

Ares was incorporated under the OBCA on November 20, 2009 as "Northern Iron Corp.. On December 6, 2016, "Northern Iron Corp." changed its name to "Lithium Energy Products Inc.". On February 13, 2020, "Lithium Energy

Products Inc." changed its name to "Ares Strategic Mining Inc.". Ares' common shares are listed on the CSE as a mineral exploration issuer and it possesses several mineral exploration projects and properties located in the U.S. and Canada.

Enyo is a wholly-owned subsidiary of Ares and incorporated under the BCBCA for the purpose of the Arrangement. As of the Effective Date, Enyo will own the Spinco Properties. For further information, see "*Spinco Properties*" below.

See "*Ares Strategic Mining Inc.*" and "*Enyo Strategic Mining Inc.*" in this Information Circular for disclosure about each of Ares and Enyo, on a current and post-Arrangement basis.

Pro forma Business Objectives

Upon completion of the Arrangement, Ares will continue to hold all of its other assets including cash and cash equivalents, restricted cash, amounts receivable, prepaid amounts and other assets, deposits, capital advances, capital work-in progress, property and equipment, including the Spor Mountain property located in the State of Utah, the Jackpot Lake property located in the State of Nevada and other exploration properties located in the Province of Ontario. Ares will actively pursue future growth opportunities, primarily through the acquisition and subsequent sale, farm-out, joint venture or other arrangement of promising mineral exploration properties. Prior to the Arrangement becoming effective, Enyo will have acquired the Spinco Properties and be responsible for the Spinco Liabilities. Enyo intends to concentrate its activities primarily on the exploration and development of the Liard Property.

Conditions to the Arrangement

The Arrangement is subject to a number of conditions, certain of which may only be waived in accordance with the Arrangement Agreement, including receipt by Ares and Enyo of all required approvals, including approval by: not less than two-thirds of the votes cast at the Meeting in person or by proxy by Ares Shareholders; approval of the CSE of the Arrangement, including the listing of the New Ares Shares in substitution for the Ares Class A Shares, and approval of the Arrangement by the Court (as herein defined). See "*Particulars of Matters To Be Acted Upon – Approval of the Arrangement – Conduct of Meeting and Other Approvals*" and "*Arrangement Agreement – Conditions to the Arrangement Becoming Effective*" in this Information Circular.

Conduct of Meeting and Other Approvals

Shareholder Approval of the Arrangement

The Arrangement Resolution must be approved, with or without variation, by not less than two-thirds of the votes cast at the Meeting in person or by proxy by Ares Shareholders.

Court Approval of the Arrangement

Under the OBCA, Ares is required to obtain the approval of the Court to the calling and holding of the Meeting and to the Arrangement. On October ♦, 2022, prior to mailing the material in respect of the Meeting, Ares obtained an Interim Order providing for the calling and holding of the Meeting and other procedural matters. A copy of the Interim Order and the Requisition of Hearing of Petition for Final Order are appended as Schedules "C" and "D", respectively, to this Information Circular. As set out in the Requisition of Hearing of Petition for Final Order, the Court hearing in respect of the Final Order is scheduled to take place at 10:00 A.M. (Vancouver time) on November ♦, 2022, following the Meeting or as soon thereafter as the Court may direct or counsel for Ares may be heard, at the ♦, Toronto, Ontario, subject to the approval of the Arrangement Resolution at the Meeting. **Securityholders who wish to participate in or be represented at the Court hearing should consult with their legal advisors as to the necessary requirements.**

At the Court hearing, any Securityholders who wish to participate or to be represented or to present evidence or argument may do so, subject to the rules of the Court. Although the authority of the Court is very broad under the OBCA, the Court will consider, among other things, the procedural and substantive fairness and reasonableness of the terms and conditions of the Arrangement and the rights and interests of every person affected. The Court may approve the Arrangement as proposed or as amended in any manner as the Court may direct. The Court's approval is required for the Arrangement to become effective. In addition, it is a condition of the Arrangement that the Court will have determined, prior to approving the Final Order, that the terms and conditions of the issuance of securities comprising the Arrangement are procedurally and substantively fair to the Securityholders.

Under the terms of the Interim Order, each Securityholder will receive proper notice that they will have the right to appear and make representations at the application for the Final Order. Any person desiring to appear at the hearing to be held by the Court to approve the Arrangement pursuant to the Requisition of Hearing of Petition for Final Order is required to file with the Court and serve upon Ares, at the address set out below, prior to 4:00 P.M. (Vancouver time) on ♦, 2022, the Response to Petition, including his address for service, together with any evidence or materials which are to be presented to the Court. The Response to Petition and supporting materials must be delivered to:

WeirFoulds LLP
4100 – 66 Wellington Street West
Toronto, Ontario
M5K 1B7
Attention: Nadia Chiesa

Regulatory Approvals

If the Arrangement Resolution is approved by the requisite two-thirds of the Ares Shareholders voting together as a single class, final regulatory approval must be obtained for all the transactions contemplated by the Arrangement before the Arrangement may proceed.

The Ares Shares are currently listed and posted for trading on the CSE. Ares is a reporting issuer in the Reporting Jurisdictions. Approval from the CSE is required for the completion of the Arrangement, including listing of the New Ares Shares in substitution for the Ares Shares. Upon completion of the Arrangement, it is expected that Enyo will be a reporting issuer in the Reporting Jurisdictions and intends to seek a listing of the Enyo Shares on the CSE. Enyo has not made an application to list the Enyo Shares on the CSE. Any listing will be subject to the approval of the CSE. There can be no assurances that Enyo will be able to attain a listing on the CSE or any other stock exchange.

Ares Shareholders should be aware that certain of the foregoing approvals, including a listing on the CSE or a determination that Enyo will be a reporting issuer in the specified jurisdictions, have not yet been received from the regulatory authorities referred to above. There is no assurance that such approvals will be obtained.

See "*Particulars of Matters To Be Acted Upon – Approval of the Arrangement – Conduct of Meeting and Other Approvals*" in this Information Circular. There is no assurance that Enyo and Ares will receive the required approvals.

Dissent Rights to the Arrangement

Registered Holders have the right to dissent to the Arrangement. Dissenting Shareholders who strictly comply with Sections 237-247 of the OBCA, as modified by the Interim Order, the Final Order and the Plan of Arrangement, are entitled to be paid the fair value of their Ares Shares by Ares if the Plan of Arrangement becomes effective. See the Interim Order appended as Schedule "C" to this Information Circular. In addition, the Dissent Rights applicable to the Arrangement are summarized under the heading "*Rights of Dissenting Ares Shareholders*" and the provisions of the OBCA with regard to the Dissent Rights are set out in Schedule "E" to this Information Circular. A Registered Holder is not entitled to dissent with respect to such holder's shares if such holder votes any of those shares in favour of the Arrangement Resolution.

Dissenting Shareholders should note that the exercise of dissent rights can be a complex, time-sensitive and expensive procedure. Dissenting Shareholders should consult their legal advisors with respect to the legal rights available to them in relation to the Arrangement and the dissent rights.

Procedure for Receipt of New Ares Shares and Enyo Shares

Ares Shareholders on the Share Distribution Record Date will be entitled to receive New Ares Shares and Enyo Shares pursuant to the Arrangement.

Each registered Ares Shareholder will receive a Letter of Transmittal containing instructions with respect to the deposit of certificates for Ares Shares for use in exchanging their Ares Shares for Certificates or Direct Registration System ("**DRS**") statements representing New Ares Shares and Enyo Shares, to which they are entitled under the Arrangement. Upon return of a properly completed Letter of Transmittal, together with certificates formerly representing Ares Shares and such other documents as Computershare Investor Services Inc., acting as the depositary (the "**Depositary**"), may require, certificates or DRS statements for the appropriate number of New Ares Shares and Enyo Shares will be distributed.

Ares Selected Financial Information

The following table sets out selected consolidated financial information for the periods indicated and should be considered in conjunction with the more complete information contained in the financial statements of Ares for the fiscal years ended September 30, 2021 and 2020, incorporated by reference in this Information Circular and filed on SEDAR under Ares's profile at www.SEDAR.com. The financial statements have been prepared in accordance with IFRS.

	Year Ended September 30, 2021 ($)	**Year Ended September 30, 2020 ($)**
Loss	(3,650,182)	(2,226,346)
Comprehensive loss	(3,706,230)	(2,215,990)
Basic and diluted loss per share	(0.04)	(0.05)
Total assets	13,406,696	5,248,500
Mineral interests	8,101,175	4,444,014

Certain Canadian Federal Income Tax Considerations

Securityholders should consult their own tax advisors about the applicable Canadian federal, provincial, and local tax consequences of the Arrangement. A summary of the principal Canadian federal income tax considerations of the Arrangement is included under "*Certain Canadian Federal Income Tax Considerations*" in this Information Circular.

Certain United States Federal Income Tax Considerations

Securityholders should consult their own tax advisors about the applicable United States federal, state and local tax consequences of the Arrangement. A summary of certain United States federal income tax considerations of the Arrangement is included under "*Certain United States Federal Income Tax Considerations*" in this Information Circular.

Securities Laws Information for Securityholders

The following disclosure is provided as general information only. Each Ares Shareholder should consult his, her or its own professional advisors to determine the conditions and restrictions applicable to trades in the New Ares Shares and Enyo Shares.

The issuance and distribution of the New Ares Shares and the Enyo Shares pursuant to the Arrangement will constitute a distribution of securities, which is exempt from the prospectus requirements of Canadian securities legislation. The New Ares Shares and the Enyo Shares issued pursuant to the Arrangement may be resold in each of the provinces and territories of Canada, provided the holder is not a 'control person' as defined in the applicable legislation, no unusual effort is made to prepare the market or create a demand for those securities and no extraordinary commission or consideration is paid in respect of that sale.

Each Ares Shareholder is urged to consult its own professional advisors to determine the conditions and restrictions applicable to trades in such securities.

See "*Securities Law Considerations – Canadian Securities Laws and Resale of Securities*" in this Information Circular.

See "*Securities Law Considerations – U.S. Securities Laws*" for a summary of U.S. securities laws applicable to the Arrangement.

Risk Factors

The securities of Ares and Enyo should be considered highly speculative investments and the transactions contemplated herein should be considered of a high-risk nature. Ares Shareholders should carefully consider all of the information disclosed in this Information Circular prior to voting on the matters being put before them at the Meeting.

There are risks associated with the Arrangement that should be considered by Ares Shareholders, including but not limited to: (i) market reaction to the Arrangement and the future trading prices of the Ares Shares and of the Enyo Shares, if listed, cannot be predicted; (ii) the transactions may give rise to significant adverse tax consequences to Ares Shareholders and each Ares Shareholder is urged to consult his, her or its own tax advisor; (iii) uncertainty as to whether the Arrangement will have a positive impact on the entities involved in the transactions; and (iv) there is no assurance that required regulatory, stock exchange or court approvals will be received, or that the Enyo Shares will be listed or quoted on any stock exchange.

There are risks associated with the businesses of Ares and Enyo that should be considered by Ares Shareholders, including but not limited to: (i) the need for additional capital by Ares and Enyo, through financings and the risk that such funds may not be raised including that Enyo may not raise sufficient proceeds after completion of the Arrangement to fund Enyo's operations or enable it to satisfy the initial listing requirements of the CSE; (ii) the speculative nature of exploration and the stages of the properties or assets of Ares and Enyo; (iii) the effect of changes in commodity prices; (iv) regulatory risks that development will not be acceptable for social, environmental or other reasons; (v) reliance on management; (vi) the potential for conflicts of interest; and (vii) other risks associated with either Ares or Enyo as described in greater detail elsewhere in this Information Circular.

Ares Shareholders should review carefully the risk factors set forth under "*Particulars of Matters to be Acted Upon – Approval of the Arrangement – Arrangement Risk Factors*", "*Ares Strategic Mining Inc. – Risk Factors" and "Enyo Strategic Mining Inc. – Risk Factors*".

GLOSSARY OF TERMS

In this Information Circular, the following capitalized words and terms shall have the following meanings:

ACB	Adjusted cost base, as defined in the Tax Act.
Ares	Ares Strategic Mining Inc., a company incorporated pursuant to the laws of Ontario.
Ares Board	The duly appointed board of directors of Ares.
Ares Class A Shares	The renamed and redesignated Ares Shares as described in section 3.1(b)(i) of the Plan of Arrangement
Ares Optionholders	The holders of Ares Options on the Effective Date
Ares Options	Options to acquire Ares Shares, including options under the terms of which are deemed exercisable for Ares Shares, that are outstanding immediately prior to the Effective Time
Ares Replacement Option	An option to acquire a New Ares Share to be issued by Ares to a holder of an Ares Option pursuant to section 3.1(d) of the Plan of Arrangement
Ares Shares	The common shares without par value which Ares is authorized to issue as the same are constituted on the date hereof.
Ares Shareholder	A holder of Ares Shares.
Ares Equity Incentive Plan	The omnibus equity incentive plan of Ares dated effective September 1, 2022.
Ares Warrantholders	The holders of Ares Warrants on the Effective Date
Ares Warrants	The share purchase warrants of Ares exercisable to acquire Ares Shares, including warrants under the terms of which are deemed exercisable for Ares Shares, that are outstanding immediately prior to the Effective Time
Arrangement	The arrangement pursuant to the Arrangement Provisions as contemplated by the provisions of the Arrangement Agreement and the Plan of Arrangement.
Arrangement Agreement	The arrangement agreement dated as of September1, 2022 between Ares and Enyo, as may be supplemented or amended from time to time.
Arrangement Provisions	Section 182 of the OBCA.
Arrangement Resolution	The special resolution of the Ares Shareholders to approve the Arrangement, as required by the Interim Order and the OBCA, in the form attached as Schedule "C" hereto.
Audit Committee	The audit committee of Ares.
Business Day	A day which is not a Saturday, Sunday or statutory holiday in Vancouver, British Columbia.

Carve-Out Financial Statements	means the audited carve-out financial statements of Ares for the years ended September 30, 2021 and 2020 in respect of the Spinco Properties and Spinco Liabilities.
CG&CC	Corporate Governance and Compensation Committee
Continuation	means the corporate continuation of Ares from the Province of Ontario to the Province of British Columbia.
Continuation Resolution	means the Special Resolution of Ares to approve the Continuation.
Court	means the Ontario Superior Court of Justice.
CRA	means the Canada Revenue Agency, the federal agency that administers tax laws for the Government of Canada.
CSE	Canadian Securities Exchange, operated by CNSX Inc.
Dissent Rights	means, in the case of the Arrangement, the rights of a Registered Holder to dissent in respect of the Plan of Arrangement set forth in Section 185 of the OBCA, as the same may be modified by the Interim Order or the Final Order, as more particularly described herein under *"Rights of Ares Dissenting Shareholders"* and, in the case of the Continuation, the rights of a Registered Holder to dissent set forth in Section 185 of the OBCA and as also described under "*Rights of Ares Dissenting Shareholders*".
Dissent Share	means each Ares Share in respect of which a Registered Holder has exercised Dissent Rights and for which the Registered Holder is ultimately entitled to be paid fair market value.
Dissenting Shareholder	means a Registered Holder that has duly exercised Dissent Rights and has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights, but only in respect of the Ares Shares in respect of which Dissent Rights are validly exercised by such Registered Holder.
Effective Date	means the date that the Plan of Arrangement is effective.
Effective Time	means 12:01 a.m. (Toronto time) on the Effective Date.
Enyo	Enyo Strategic Mining Inc., a company incorporated pursuant to the laws of British Columbia.
Enyo Board	The duly appointed board of directors of Enyo.
Enyo Incorporation Share	The one Enyo Share held by Ares that was issued to Ares on the incorporation of Enyo.
Enyo Shareholder	A holder of Enyo Shares.
Enyo Shares	The common shares without par value which Enyo is authorized to issue as the same are constituted on the date hereof.

Enyo Spinout Shares	The 13,600,000 Enyo Shares, or such other amount determined by the Enyo Board, to be issued to Ares prior to the Effective Time to complete the acquisition of the Spinco Properties and to be distributed to the Ares Shareholders pursuant to the Plan of Arrangement.
Enyo Equity Incentive Plan	The omnibus equity incentive plan to be adopted by Enyo pursuant to the Arrangement Agreement and the Plan of Arrangement, in substantially similar terms as the Ares Equity Incentive Plan and may otherwise be modified, amended or restated as more particularly set forth in this Information Circular.
Fairness Opinion	means the opinion of Evans & Evans, Inc. delivered to the Ares Board, a summary of which is attached to this Information Circular a Schedule "L".
Final Order	The final order of the Court approving the Arrangement.
IFRS	International Financial Reporting Standards as adopted by the International Accounting Standards Board or a successor entity, as amended from time to time.
Information Circular	This management information circular of Ares, including all schedules thereto, to be sent to the Ares Shareholders in connection with the Meeting, together with any amendments or supplements thereto.
In the Money Amount	At a particular time with respect to an Ares Option or Ares Replacement Option means the amount, if any, by which the fair market value of the underlying security exceeds the exercise price of the relevant option at such time.
Interim Order	The interim order of the Court providing advice and directions in connection with the Meeting and the Arrangement.
Intermediary	Banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered RRSPs, RRIFs, RESPs and similar plans, among others, that the Non- Registered Holder deals with in respect of their Ares Shares.
Letter of Transmittal	The letter of transmittal in respect of the Arrangement to be sent to Ares Shareholders together with the Information Circular.
Liard Property	means all of Ares' right, title, and interest in and to eighteen (18) mineral claims totaling approximately 4,825 hectares located in the Liard Mining Division, North-Central British Columbia.
Management	Management of Ares.
Meeting	The annual and special meeting of Ares Shareholders scheduled to be held at 10:00 A.M. (Vancouver time) on October 7, 2022 and any adjournment(s) or postponement(s) thereof, to be called and held in accordance with the Interim Order to consider and to vote on the Arrangement Resolution, the Continuation Resolution and any other matters set out in the Notice of Meeting.
Meeting Materials	The Notice of Meeting, the Information Circular, and the form of proxy together with any other materials required to be sent to shareholders in respect of the Meeting.

New Ares Shares	A new class of voting common shares without par value which Ares will create and issue as described in section 3.1(b)(ii) of the Plan of Arrangement and for which the Ares Class A Shares are, in part, to be exchanged under the Plan of Arrangement and which, immediately after completion of the transactions comprising the Plan of Arrangement, will be identical in every relevant respect to the Ares Shares
NOBOs	Non-Objecting Beneficial Owners are beneficial owners who do not object to their name being made known to the issuers of securities which they own.
Non-Registered Holders	Ares Shareholders, being NOBOs and OBOs, whose shares are not registered in their names but are instead registered in the name of the brokerage firm, bank or trust company through which they purchased the shares.
Notice of Meeting	The notice of the Meeting to be sent to the Ares Shareholders, which notice will accompany the Information Circular.
NI 43-101	National Instrument 43-101 – *Standards of Disclosure for Mineral Projects*.
NI 54-101	National Instrument 54-101 – *Communication with Beneficial Owners of Securities of Reporting Issuers*.
OBCA	The *Business Corporations Act*, R.S.O. 1990, c. B.16.
OBOs	Beneficial owners of Ares Shares who object to their name being made known to the issuers of securities which they own.
Person or person	Is and includes an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, trustee, executor, administrator or other legal representative and the Crown or any agency or instrumentality thereof.
Plan of Arrangement	The plan of arrangement attached as Exhibit I to the Arrangement Agreement, as the same may be amended from time to time.
Record Date	September 1, 2022, being the date determined by the Ares Board for the determination of which Ares Shareholders are entitled to receive notice of and vote at the Meeting
Registered Holder	A holder of record of Ares Shares
Regulation S	Regulation S promulgated under the U.S. Securities Act.
Reporting Jurisdictions	British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland
Response to Petition	The response to petition filed with the Court and served upon Ares if any Ares Shareholder desires to appear at the hearing to be held by the Court to approve the Arrangement as detailed in the Requisition of Hearing of Petition for the Final Order.
SEC	United States Securities Exchange Commission.

Securities Legislation	The securities legislation of the provinces and territories of Canada, the U.S. Exchange Act and the U.S. Securities Act, each as now enacted or as amended, and the applicable rules, regulations, rulings, orders, instruments and forms made or promulgated under such statutes, as well as the rules, regulations, by-laws and policies of the CSE.
Securityholder	An Ares Shareholder, Ares Optionholder or Ares Warrantholder.
SEDAR	System for Electronic Document Analysis and Retrieval at www.SEDAR.com.
Share Distribution Record Date	The close of business on the Business Day immediately preceding the Effective Date for the purpose of determining the Ares Shareholders entitled to receive New Ares Shares and Enyo Shares pursuant to the Plan of Arrangement or such other date as the Board of Directors may select.
Share Exchange	The exchange of Ares Shares for New Ares Shares and Enyo Shares pursuant to the Plan of Arrangement.
Special Resolution	A resolution required to be approved under the OBCA by not less than two-thirds of the votes cast by those Ares Shareholders who vote in person or by proxy at the Meeting for which appropriate notice has been given.
Spinco Properties	means all of Ares' right, title and interest in (i) the Liard Property and the Vanadium Property, (ii) all concessions, leases, licenses, surface rights or other mineral rights and other interests in respect of the Liard Property and the Vanadium Property, (iii) all fixed assets and inventories of Ares relating exclusively to the assets described in the foregoing clauses (i) and (ii), (iv) all joint venture, earn-in, other contracts entered into by Ares, and royalties or other similar rights that relate exclusively to the assets described in the foregoing clauses (i) and (ii), and (v) all exploration information, data reports and studies including all geological, geophysical and geochemical information and data (including all drill, sample and assay results and all maps) and all technical reports, feasibility studies and other similar reports and studies of all nature concerning the assets described in the foregoing clauses (i) and (ii).
Spinco Liabilities	means: (a) all liabilities or obligations (contingent or otherwise) (other than any liability or obligation for taxes) in respect (but only in respect) of the Spinco Properties (including the operations or activities in connection therewith); (b) all liabilities or obligations for taxes payable to any governmental entity arising from, or in connection with the Spinco Properties; and (c) all liabilities or obligations for taxes payable but not yet paid or reflected in the contingencies or commitments in the annual financial statements of Ares to any governmental entity and imposed on, or is in respect of, the Spinco Properties and/or any liabilities or obligations referred to in this definition net of all applicable credits, deductions, and other amounts available (including any loss carryforwards) with respect to the Spinco Properties;

Subsidiary	Is, with respect to a specified body corporate, any body corporate 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 body corporate and shall include any body corporate, partnership, joint venture or other entity over which such specified body corporate exercises direction or control or which is in a like relation to a subsidiary.
Tax Act	The *Income Tax Act* (Canada) and the regulations made thereunder, as promulgated or amended from time to time.
Technical Report	The NI 43-101 technical report on the Liard Property dated October ♦, 2022, prepared by Toby Hughes, P. Geo., titled "NI 43-101 Technical Report Liard Fluorspan".
Transfer Agent	TSX Trust Company or such other trust company or transfer agent as may be designated by Ares.
CSE	Canadian Securities Exchange, operated by CNSX Inc.
U.S.	United States.
U.S. Securityholder	A Securityholder who is subject to the securities laws of the United States.
U.S. Exchange Act	The United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated from time to time thereunder.
U.S. Securities Act	The United States Securities Act of 1933, as amended, and the rules and regulations promulgated from time to time thereunder.
Vanadium Property	means all of Ares' right, title and interest in and to the twenty (20) mineral claims totaling 2,110.47 hectares located near Barriere, British Columbia.

In addition, words and phrases used herein and defined in the OBCA and not otherwise defined herein or in the Arrangement Agreement shall have the same meaning herein as in the OBCA unless the context otherwise requires.

ARES STRATEGIC MINING INC.

Suite 1001 - 409 Granville Street
Vancouver, British Columbia V6C 1T2
Tel: (604) 345-1576

MANAGEMENT INFORMATION CIRCULAR

(As at September 7, 2022, except as indicated)

GENERAL PROXY INFORMATION

Solicitation of Proxies

This Information Circular is provided to registered and beneficial owners of the Ares Shares in connection with the solicitation of proxies by the management of Ares for use at the Meeting to be held at the time and place and for the purposes set forth in the accompanying Notice of Meeting and at any adjournment(s) or postponement(s) thereof. This Information Circular and other proxy-related materials are not provided to registered or beneficial owners of Ares Shares under the notice and access provisions of NI 54-101.

Persons or Companies Making the Solicitation

The enclosed instrument of proxy is solicited by management. Solicitations will be made by mail and possibly supplemented by telephone or other personal contact to be made without special compensation by regular officers and employees of Ares. Ares may reimburse Ares Shareholders' nominees or agents (including brokers holding shares on behalf of clients) for the cost incurred in obtaining authorization from their principals to execute the instrument of proxy. No solicitation will be made by specifically engaged employees or soliciting agents. The cost of solicitation will be borne by Ares. None of the directors of Ares have advised management in writing that they intend to oppose any action intended to be taken by management as set forth in this Information Circular.

Appointment and Revocation of Proxies

This Information Circular is accompanied by a management instrument of proxy that permits registered shareholders (a "**Registered Holder**") who do not attend the Meeting in person to have their Ares Shares voted at the Meeting by a proxyholder appointed by the Registered Holder. The persons named in the accompanying instrument of proxy are directors or officers of Ares. **An Ares Shareholder has the right to appoint a person to attend and act for him on his behalf at the Meeting other than the persons named in the enclosed instrument of proxy. To exercise this right, the Ares Shareholder must strike out the names of the persons named in the instrument of proxy and insert the name of his nominee in the blank space provided or complete another instrument of proxy.**

The completed instrument of proxy must be dated and signed and the duly completed instrument of proxy must be deposited at Ares's transfer agent, TSX Trust Company, 301 – 100 Adelaide Street, Toronto, Ontario, M5H 1S3, at least 48 hours before the time of the Meeting or any adjournment(s) or postponement(s) thereof, excluding Saturdays, Sundays and holidays.

The instrument of proxy must be signed by the Ares Shareholder or by his duly authorized attorney. If signed by a duly authorized attorney, the instrument of proxy must be accompanied by the original power of attorney or a notarially certified copy thereof. If the Ares Shareholder is a corporation, the instrument of proxy must be signed by a duly authorized attorney, officer, or corporate representative, and must be accompanied by the original power of attorney or document whereby the duly authorized officer or corporate representative derives his power, as the case may be, or a notarially certified copy thereof. The Chairman of the Meeting has discretionary authority to accept proxies that do not strictly conform to the foregoing requirements.

In addition to revocation in any other manner permitted by law, an Ares Shareholder may revoke a proxy by (a) signing a proxy bearing a later date and depositing it at the place and within the time aforesaid, (b) signing and dating a written notice of revocation (in the same manner as the instrument of proxy is required to be executed as set out in the notes to the instrument of proxy) and either depositing it at the place and within the time aforesaid or with the Chairman of the Meeting on the day of the Meeting or on the day of any adjournment(s) or postponement(s) thereof, or (c) registering with the scrutineer at the Meeting as an Ares Shareholder present in person, whereupon such proxy shall be deemed to have been revoked.

Voting of Shares and Exercise of Discretion Of Proxies

On any poll, the persons named as proxyholder in the enclosed instrument of proxy will vote the Ares Shares in respect of which they are appointed and, where directions are given by the Ares Shareholder in respect of voting for or against any resolution, will do so in accordance with such direction.

In the absence of any direction in the instrument of proxy, it is intended that such Ares Shares will be voted in favour of the resolutions placed before the Meeting by management and for the election of the management nominees for directors and auditor, as stated under the headings in this Information Circular. The instrument of proxy enclosed, when properly completed and deposited, confers discretionary authority with respect to amendments or variations to the matters identified in the Notice of Meeting and with respect to any other matters that may be properly brought before the Meeting. At the time of printing of this Information Circular, the management of Ares is not aware that any such amendments, variations or other matters are to be presented for action at the Meeting. However, if any such amendments, variations or other matters should properly come before the Meeting, the proxies hereby solicited will be voted thereon in accordance with the best judgement of the nominee.

Advice to Beneficial Holders of Ares Shares

The following information is of significant importance to Ares Shareholders who do not hold Ares Shares in their own name. Beneficial shareholders should note that the only proxies that can be recognized and acted upon at the Meeting are those deposited by Registered Holders (those whose names appear on the records of Ares as the Registered Holder of Ares Shares).

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

Intermediaries are required to seek voting instructions from beneficial shareholders in advance of Ares Shareholders' meetings. Every Intermediary has its own mailing procedures and provides its own return instructions to clients. There are two kinds of beneficial owners - those who object to their name being made known to the issuers of securities which they own (called "**OBOs**" for "Objecting Beneficial Owners") and those who do not object to the issuers of the securities they own knowing who they are (called "**NOBOs**" for "Non-Objecting Beneficial Owners").

Ares is taking advantage of the provisions of NI 54-101, which permit it to directly deliver proxy-related materials to its NOBOs. As a result NOBOs can expect to receive a scannable Voting Instruction Form (a "**VIF**") from Computershare. These VIFs are to be completed and returned to Computershare in the envelope provided or by facsimile. In addition, Computershare provides both telephone and internet voting options, as described in the VIF. Computershare will tabulate the results of the VIFs received from NOBOs and will provide appropriate instructions with respect to the Ares Shares represented by the VIFs they receive.

These Meeting Materials are being sent to both Registered Holders and certain Non-Registered Holders of the Ares Shares. If you are a Non-Registered Holder and Ares or its agent has sent these Meeting Materials directly to you, your name and address and information about your holdings of Ares Shares have been obtained in accordance with applicable securities regulatory requirements from the Intermediary holding Ares Shares on your behalf.

By choosing to send these Meeting Materials to you directly, Ares (and not the Intermediary holding on your behalf) has assumed responsibility for delivering these Meeting Materials to you and executing your proper voting instructions. Please return your voting instructions by completing and returning the enclosed VIF in accordance with the instructions contained in the VIF.

Beneficial shareholders who are OBOs will not receive the materials unless their Intermediary assumes the costs of delivery. In the event that voting instructions are requested from OBOs, such instructions will typically be sought by the Ares Shareholder receiving either a form of proxy or a voting instruction form. If a form of proxy is supplied to you by your broker, it will be similar to the proxy provided to Registered Holders by Ares. However, its purpose is limited to instructing the Intermediary on how to vote on your behalf. Most brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. ("**Broadridge**") in Canada and the United States. Broadridge obtains voting instructions by mailing a voting instruction form (the "**Broadridge VIF**") which appoints the same persons as Ares's proxy to represent you at the Meeting. You have the right to appoint a person (who need not be a beneficial shareholder of Ares), other than the persons designated in the Broadridge VIF, to represent you at the Meeting. To exercise this right, you should insert the name of the desired representative in the blank space provided in the Broadridge VIF. The completed Broadridge VIF must then be returned to Broadridge by mail or facsimile or given to Broadridge by phone or over the internet, in accordance with Broadridge's instructions. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of shares to be represented at the Meeting.

If you plan to vote in person at the Meeting:

- nominate yourself as the appointee to attend and vote at the Meeting by printing your name in the space provided on the enclosed voting instruction form. Your vote will be counted at the Meeting so do NOT complete the voting instructions on the form;

- sign and return the form, following the instructions provided by your nominee; and

- register with the Scrutineer when you arrive at the Meeting.

You may also nominate yourself as appointee online, if available, by typing your name in the "Appointee" section on the electronic ballot.

If you bring your voting instruction form to the Meeting, your vote will not count. Your vote can only be counted if you have completed, signed and returned your voting instruction form in accordance with the instructions above and attend the Meeting and vote in person.

Voting Securities and Principal Holders of Voting Securities

As at September 1, 2022, 136,384,345 Ares Shares were issued and outstanding, each Ares Share carrying the right to one vote. At a general meeting of Ares, on a show of hands, every shareholder present in person has one vote and, on a poll, every Ares Shareholder has one vote for each Ares Share of which he is the holder. Quorum for the Meeting such number of individuals representing at least 25% of the Ares Shares entitled to vote at the meeting of Ares Shareholder. Only Ares Shareholders of record at the close of business on September1, 2022, will be entitled to have their Ares Shares voted at the Meeting or any adjournment(s) or postponement(s) thereof. All such holders of record of Ares Shares are entitled either to attend and vote thereat in person the Ares Shares held by them or, provided a completed and executed proxy shall have been delivered to the Transfer Agent within the time specified

in the attached Notice of Annual and Special Meeting of Ares Shareholders, to attend and vote by proxy the Ares Shares held by them.

To the knowledge of the directors and executive officers of Ares, no person beneficially owns or controls or directs, directly or indirectly, shares carrying more than 10% of the voting rights attached to all outstanding Ares Shares.

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

No person who has been a director or executive officer of Ares at any time since the commencement of Ares's last completed financial year and no associate or affiliate of the foregoing persons has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in matters to be acted upon at the Meeting, other than directors and executive officers of Ares having an interest in the resolution regarding the approval of the Ares Equity Incentive Plan as such persons will be eligible to participate in such plan as directors and executive officers of Ares.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Other than as disclosed elsewhere in this Information Circular, no "informed person" (as defined in NI 51-102), no proposed director of Ares and no associate or affiliate of any such informed person or proposed director, has any material interest, direct or indirect, in any material transaction since the commencement of Ares's last completed financial year or in any proposed transaction, which, in either case, has materially affected or will materially affect Ares or any of its subsidiaries.

PARTICULARS OF MATTERS TO BE ACTED UPON

Election of Directors

Number of Directors to be elected at the Meeting

The Ares Board presently consists of five (5) directors and Management intends to propose for adoption an ordinary resolution to fix the number of directors at five (5) for the ensuing year, subject to such increase as may be permitted by the articles of Ares.

Term

The term of office of each of the present directors expires at the Meeting. The persons named below will be presented for election at the Meeting as Management's nominees and the persons proposed by Management as proxyholders in the accompanying form of proxy intend to vote for the election of these nominees. Management does not contemplate that any of these nominees will be unable to serve as a director. Each director elected will hold office until the next annual general meeting of Ares or until his or her successor is elected or appointed, unless his or her office is earlier vacated in accordance with the articles of incorporation of Ares or the provisions of the OBCA.

Nominees

The following table and notes thereto sets out the name of each person proposed to be nominated by Management for election as a director (each a "**proposed director**"), the province and country in which he is ordinarily resident, all offices of Ares now held by him, his principal occupation, the period of time for which he has been a director of Ares, and the number of Ares Shares beneficially owned by him, directly or indirectly, or over which he exercises control or direction, as at the date hereof:

Name, Province or State and Country of Residence[1] of Proposed Directors and Present Positions Held	Principal Occupation[1]	Director Since	Number of Ares Shares Beneficially Owned, Controlled or Directed, Directly or Indirectly[2]
James Walker[3][4] British Columbia, Canada Director, President & CEO	President and CEO of Ares, since December 1, 2019	December 1, 2019	6,363,888
Paul Sarjeant[3][4] Ontario, Canada Director	Mr. Sarjeant is a Professional Geologist who has been involved in mineral exploration and development in North and South America and throughout Africa, Asia and Europe for more than 25 years. He holds a BSc (Honours) in geological sciences from Queen's University in Kingston, Ontario and is a member of the Association of Professional Geoscientists of Ontario. Mr. Sarjeant has previously held management positions in several junior mining companies. He currently is founder of Doublewood Consulting Inc., a consulting company that provides management and technical advice and services to the exploration/mining sector. Mr. Sarjeant serves as a director, Qualified Person and consultant to a number of private and public mining companies. Currently Mr. Sarjeant acts as Manager of Geology for Largo Resources Ltd.	October 13, 2011	31,250
Changxian Li Beijing, PRC Director	Mr. Changxian Li has over 30 years of experience in trading between China and the rest of the world. As a manager of Mitsubishi Corporation in China, he was responsible for their iron ore trading operations. After this, he established a resources trading investment and company, Normet Industries Limited, which primarily invested in and traded iron ore and steel products between China and the United States, Canada and Australia. He currently is the founder and partner of OMC Investments Limited, which primarily focus on new resource supply for fast growing China market.	October 19, 2016	964,900 [7]
Bob Li Shanghai, PRC Director	Mr. Bob Li is the Managing Director of the Mujim Group, one of Asia largest fluorspar producers. Mr. Li operates several fluorspar mines in Thailand and Laos, as well as fluorspar trading companies in India, China, and the UAE.	June 9, 2020	9,861,349 [5]

Name, Province or State and Country of Residence[1] of Proposed Directors and Present Positions Held	Principal Occupation[1]	Director Since	Number of Ares Shares Beneficially Owned, Controlled or Directed, Directly or Indirectly[2]
Raul Sanabria British Columbia, Canada Director	Mr. Sanabria has over 20 years of international experience as an exploration and mine geologist in a variety of mineral deposits. He started his career working 5 years for MINERSA Group, the largest European Fluorspar Producer. He is VP Exploration for Rover Metals Corp. and recently worked as Senior Exploration Manager for Tudor Gold Corp., Chief Geologist for Red Eagle Exploration, and VP Exploration of American Creek Resources Ltd., G4G Resources Ltd., and Northern Iron Corp. He was President and CEO of Condor Precious Metals Inc. Currently he is President of Malabar Gold Corp./Minera La Fortuna SAS focused on small scale gold production and toll milling in Colombia	June 1, 2019	532,000[6]

(1) The information as to the province or state, country of residence and principal occupation, not being within the knowledge of Ares, has been furnished by the respective directors individually.

(2) The information as to Ares Shares beneficially owned or over which a director exercises control or direction, not being within the knowledge of Ares, has been furnished by the respective directors individually.

(3) Member of the Audit Committee.

(4) Member of the Corporate Governance and Compensation Committee.

(5) The Ares Shares held by Bob Li are held by L & S International Trading Limited, a company controlled by Bob Li.

(6) 532,000 Ares Shares are held directly by Raul Sanabria.

(7) 12,500 of these Ares Shares are held directly by Changxian Li and 952,300 are held by OMC Investments Limited, a company owned or controlled by Changxian Li.

An Ares Shareholder can vote for all of the above nominees, vote for some of the above nominees and withhold for other of the above nominees, or withhold for all of the above nominees. **Unless otherwise indicated, the named proxyholders will vote FOR the election of each of the proposed nominees set forth above as directors of Ares.**

Corporate Cease Trade Orders or Bankruptcies

Except as otherwise disclosed herein, none of the proposed directors (or any of their personal holding companies) of Ares:

(a) is, as at the date of this Information Circular, or has been, within 10 years before the date of this Information Circular, a director, chief executive officer or chief financial officer of any company, including Ares, that:

(i) was subject of a cease trade order or similar order or an order that denied the relevant company access to any exemption under securities legislation, for a period of more than 30 consecutive days while that person was acting in the capacity as director, executive officer or chief financial officer; or

(ii) was the subject of a cease trade or similar order or an order that denied the issuer access to any exemption under securities legislation in each case for a period of 30 consecutive days, that was issued after the person ceased to be a director, chief executive officer or

chief financial officer in the company and which resulted from an event that occurred while that person was acting in the capacity as director, executive officer or chief financial officer; or

(b) is as at the date of this Information Circular, or has been within the 10 years before the date of this Information Circular, a director or executive officer of any company, including Ares, that while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or

(c) has, within the 10 years before the date of this Information Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangements or compromise with creditors, or had a receiver, receiver manager as trustee appointed to hold the assets of that individual.

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

(a) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or

(b) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable security holder in deciding whether to vote for a proposed director.

The Ares Board recommends a vote FOR the election of each of the nominated directors. Unless such authority is withheld, the persons named in the enclosed form of proxy intend to vote FOR the election of the individuals set forth in the tables above. Management does not contemplate that any of such nominees will be unable to serve as a director of Ares but, if that should occur for any reason prior to the Meeting, the persons named in the enclosed form of proxy reserve the right to vote for another nominee in their discretion.

See "*Ares Strategic Mining Inc. – Statement of Executive Compensation for Ares*".

Appointment of the Auditor

Management of Ares will recommend the re-appointment of Manning Elliott LLP, Chartered Professional Accountants ("**Manning**"), as auditor of Ares for the ensuing year at a remuneration to be fixed by the directors.

The Ares Board recommends a vote FOR the re-appointment of Manning as auditor of Ares to hold office until the next annual meeting of shareholders and to authorize the directors of Ares to fix their remuneration. Unless another choice is specified, the persons named in the enclosed form of proxy intend to vote FOR the re- appointment of Manning as the auditor of Ares to hold office until the next annual meeting of the Ares Shareholders and to authorize the directors of Ares to fix their remuneration.

Approval and Ratification of Ares Equity Incentive Plan

Prior to the Meeting, the Ares Board adopted the Ares Equity Incentive Plan to replace the Former Ares Plan and the Bonus Share Plan. At the Meeting, Ares Shareholders will be asked to ratify, approve and adopt the Ares Equity Incentive Plan which, if approved, will replace the Former Ares Plan and the Bonus Share Plan.

The Ares Equity Incentive Plan

Background and Purpose

On September 1, 2022, the Ares Board passed a resolution to adopt the Ares Equity Incentive Plan, subject to, and effective upon, the approval of Ares Shareholders. The Ares Equity Incentive Plan provides flexibility to Ares to grant equity-based incentive awards in the form of Options, RSUs, DSUs and PSUs, as described in further detail below. Provided that the Ares Equity Incentive Plan is approved by the disinterested Ares Shareholders at the Meeting, all future grants of equity-based awards will be made pursuant to, or as otherwise permitted by, the Ares Equity Incentive Plan.

The purpose of the Ares Equity Incentive Plan is to, among other things, provide Ares with a share related mechanism to attract, retain and motivate qualified directors, employees and consultants of Ares and its subsidiaries, to reward such of those directors, employees and consultants as may be granted awards under the Ares Equity Incentive Plan by the Board from time to time for their contributions toward the long-term goals and success of Ares and to enable and encourage such directors, employees and consultants to acquire Ares Shares as long-term investments and proprietary interests in Ares.

A summary of the key terms of the Ares Equity Incentive Plan is set out below, which is qualified in its entirety by the full text of the Ares Equity Incentive Plan.

Shares Subject to the Ares Equity Incentive Plan

The Ares Equity Incentive Plan is a "rolling" plan which, subject to the adjustment provisions provided for therein (including a subdivision or consolidation of Shares), provides that the aggregate maximum number of Ares Shares that may be issued upon the exercise or settlement of awards granted under the Ares Equity Incentive Plan, shall not exceed 20% of the issued and outstanding Ares Shares from time to time. The Ares Equity Incentive Plan is considered an "evergreen" plan, since the Ares Shares covered by awards which have been exercised, settled or terminated shall be available for subsequent grants under the Ares Equity Incentive Plan and the number of awards available to grant increases as the number of issued and outstanding Ares Shares increases.

Insider Participation Limit

The Ares Equity Incentive Plan also provides that the aggregate number of Ares Shares (a) issuable to insiders at any time (under all of Ares's security-based compensation arrangements) cannot exceed 10% of the issued and outstanding Ares Shares and (b) issued to insiders within any one year period (under all of Ares's security-based compensation arrangements) cannot exceed 10% of the issued and outstanding Ares Shares.

Furthermore, the Ares Equity Plan provides that (i) Ares shall not make grants of awards to nonemployee directors if, after giving effect to such grants of awards, the aggregate number of Ares Shares issuable to non-employee directors, at the time of such grant, under all of Ares's security based compensation arrangements would exceed 1% of the issued and outstanding Ares Shares on a non-diluted basis, and (ii) within any one financial year of Ares, (a) the aggregate fair value on the date of grant of all stock options granted to any one non-employee director shall not exceed $100,000, and (b) the aggregate fair market value on the date of grant of all awards (including, for greater certainty, the fair market value of the stock options) granted to any one non-employee director under all of Ares's security based compensation arrangements shall not exceed $150,000; provided that such limits shall not apply to (i) awards taken in lieu of any cash retainer or meeting director fees, and (ii) a one-time initial grant to a non-employee director upon such non-employee director joining the Ares Board.

Any Ares Shares issued by Ares through the assumption or substitution of outstanding stock options or other equity-based awards from an acquired company shall not reduce the number of Ares Shares available for issuance pursuant to the exercise of awards granted under the Ares Equity Incentive Plan.

Administration of the Ares Equity Incentive Plan

The Plan Administrator (as defined in the Ares Equity Incentive Plan) is determined by the Ares Board, and is initially the Board. The Ares Equity Incentive Plan may in the future continue to be administered by the Ares Board itself or delegated to a committee of the Ares Board. The Plan Administrator determines which directors, officers, consultants and employees are eligible to receive awards under the Ares Equity Incentive Plan, the time or times at which awards may be granted, the conditions under which awards may be granted or forfeited to Ares, the number of Ares Shares to be covered by any award, the exercise price of any award, whether restrictions or limitations are to be imposed on the Ares Shares issuable pursuant to grants of any award, and the nature of any such restrictions or limitations, any acceleration of exercisability or vesting, or waiver of termination regarding any award, based on such factors as the Plan Administrator may determine.

In addition, the Plan Administrator interprets the Ares Equity Incentive Plan and may adopt guidelines and other rules and regulations relating to the Ares Equity Incentive Plan, and make all other determinations and take all other actions necessary or advisable for the implementation and administration of the Ares Equity Incentive Plan.

Eligibility

All directors, employees and consultants are eligible to participate in the Ares Equity Incentive Plan. The extent to which any such individual is entitled to receive a grant of an award pursuant to the Ares Equity Incentive Plan will be determined in the sole and absolute discretion of the Plan Administrator.

Types of Awards

Awards of Options, RSUs, PSUs and DSUs may be made under the Ares Equity Incentive Plan. All of the awards described below are subject to the conditions, limitations, restrictions, exercise price, vesting, settlement and forfeiture provisions determined by the Plan Administrator, in its sole discretion, subject to such limitations provided in the Ares Equity Incentive Plan, and will generally be evidenced by an award agreement. In addition, subject to the limitations provided in the Ares Equity Incentive Plan and in accordance with applicable law, the Plan Administrator may accelerate or defer the vesting or payment of awards, cancel or modify outstanding awards, and waive any condition imposed with respect to awards or Ares Shares issued pursuant to awards.

Options

An Option entitles a holder thereof to purchase a prescribed number of treasury Ares Shares at an exercise price set at the time of the grant. The Plan Administrator will establish the exercise price at the time each Option is granted, which exercise price must in all cases be the greater of the closing market price of the Ares Shares on (i) the trading day prior to the date of grant and (ii) the date of grant, and as otherwise required pursuant to the policies of the any stock exchange on which the Ares Shares are listed (the "**Market Price**"). Subject to any accelerated termination as set forth in the Ares Equity Incentive Plan, each Option expires on its respective expiry date. The Plan Administrator will have the authority to determine the vesting terms applicable to grants of Options. Once an Option becomes vested, it shall remain vested and shall be exercisable until expiration or termination of the Option, unless otherwise specified by the Plan Administrator or as otherwise set forth in any written employment agreement, award agreement or other written agreement between Ares or a subsidiary of Ares and the participant. The Plan Administrator has the right to accelerate the date upon which any Option becomes exercisable. The Plan Administrator may provide at the time of granting an Option that the exercise of that Option is subject to restrictions, in addition to those specified in the Ares Equity Incentive Plan, such as vesting conditions relating to the attainment of specified performance goals.

Unless otherwise specified by the Plan Administrator at the time of granting an Option and set forth in the particular award agreement, an exercise notice must be accompanied by payment of the exercise price. Subject to the policies of any stock exchange on which the Ares Shares are listed, a participant may, in lieu of exercising an Option pursuant to an exercise notice, elect to surrender such Option to Ares (a "**Cashless Exercise**") in consideration for an amount

from Ares equal to (i) the Market Price of the Ares Shares issuable on the exercise of such Option (or portion thereof) as of the date such Option (or portion thereof) is exercised, less (ii) the aggregate exercise price of the Option (or portion thereof) surrendered relating to such Ares Shares (the "**In-the-Money Amount**") by written notice to Ares indicating the number of Options such participant wishes to exercise using the Cashless Exercise, and such other information that Ares may require. Subject to the provisions of the Ares Equity Incentive Plan and the policies of any stock exchange on which the Ares Shares are listed, Ares will satisfy payment of the In-the-Money Amount by delivering to the participant such number of Ares Shares having a fair market value equal to the In-the-Money Amount.

Restricted Share Units

A RSU is a unit equivalent in value to a Ares Share credited by means of a bookkeeping entry in the books of Ares which entitles the holder to receive one Ares Share (or the value thereof) for each RSU after a specified vesting period. The Plan Administrator may, from time to time, subject to the provisions of the Ares Equity Incentive Plan and such other terms and conditions as the Plan Administrator may prescribe, grant RSUs to any participant in respect of a bonus or similar payment in respect of services rendered by the applicable participant in a taxation year (the "**RSU Service Year**").

The number of RSUs (including fractional RSUs) granted at any particular time under the Ares Equity Incentive Plan will be calculated by dividing (a) the amount of any bonus or similar payment that is to be paid in RSUs, as determined by the Plan Administrator, by (b) the Market Price. The Plan Administrator shall have the authority to determine any vesting terms applicable to the grant of RSUs, provided that the terms comply with Section 409A of the U.S. Internal Revenue Code of 1986, to the extent applicable.

Upon settlement, holders will redeem each vested RSU for the following at the election of such holder but subject to the approval of the Plan Administrator: (a) one fully paid and non-assessable Ares Share in respect of each vested RSU, (b) a cash payment or (c) a combination of Ares Shares and cash. Any such cash payments made by Ares shall be calculated by multiplying the number of RSUs to be redeemed for cash by the Market Price per Ares Share as at the settlement date. Subject to the provisions of the Ares Equity Incentive Plan and except as otherwise provided in an award agreement, no settlement date for any RSU shall occur, and no Ares Share shall be issued or cash payment shall be made in respect of any RSU any later than the final business day of the third calendar year following the applicable RSU Service Year.

Performance Share Units

A PSU is a unit equivalent in value to an Ares Share credited by means of a bookkeeping entry in the books of Ares which entitles the holder to receive one Ares Share (or the value thereof) for each PSU after specific performance-based vesting criteria determined by the Plan Administrator, in its sole discretion, have been satisfied. The performance goals to be achieved during any performance period, the length of any performance period, the amount of any PSUs granted, the effect of termination of a participant's service and the amount of any payment or transfer to be made pursuant to any PSU will be determined by the Plan Administrator and by the other terms and conditions of any PSU, all as set forth in the applicable award agreement. The Plan Administrator may, from time to time, subject to the provisions of the Ares Equity Incentive Plan and such other terms and conditions as the Plan Administrator may prescribe, grant PSUs to any participant in respect of a bonus or similar payment in respect of services rendered by the applicable participant in a taxation year (the "**PSU Service Year**").

The Plan Administrator shall have the authority to determine any vesting terms applicable to the grant of PSUs. Upon settlement, holders will redeem each vested PSU for the following at the election of such holder but subject to the approval of the Plan Administrator: (a) one fully paid and non-assessable Ares Share in respect of each vested PSU, (b) a cash payment, or (c) a combination of Ares Shares or cash. Any such cash payments made by Ares to a participant shall be calculated by multiplying the number of PSUs to be redeemed for cash by the Market Price per Ares Share as at the settlement date. Subject to the provisions of the Ares Equity Incentive Plan and except as otherwise provided in an award agreement, no settlement date for any PSU shall occur, and no Ares Share shall be

issued or cash payment shall be made in respect of any PSU any later than the final business day of the third calendar year following the applicable PSU Service Year.

Deferred Share Units

A DSU is a unit equivalent in value to an Ares Share credited by means of a bookkeeping entry in the books of Ares which entitles the holder to receive one Ares Share (or, at the election of the holder and subject to the approval of the Plan Administrator, the cash value thereof) for each DSU on a future date. The Board may fix from time to time a portion of the total compensation (including annual retainer) paid by Ares to a director in a calendar year for service on the Board (the "**Director Fees**") that are to be payable in the form of DSUs. In addition, each director is given, subject to the provisions of the Ares Equity Incentive Plan, the right to elect to receive a portion of the cash Director Fees owing to them in the form of DSUs.

Except as otherwise determined by the Plan Administrator or as set forth in the particular award agreement, DSUs shall vest immediately upon grant. The number of DSUs (including fractional DSUs) granted at any particular time will be calculated by dividing (a) the amount of Director Fees that are to be paid in DSUs, as determined by the Plan Administrator, by (b) the Market Price of an Ares Share on the date of grant. Upon settlement, holders will redeem each vested DSU for: (a) one fully paid and non-assessable Ares Share issued from treasury in respect of each vested DSU, or (b) at the election of the holder and subject to the approval of the Plan Administrator, a cash payment on the date of settlement. Any cash payments made under the Ares Equity Incentive Plan by Ares to a participant in respect of DSUs to be redeemed for cash shall be calculated by multiplying the number of DSUs to be redeemed for cash by the Market Price per Ares Share as at the settlement date.

Dividend Equivalents

Except as otherwise determined by the Plan Administrator or as set forth in the particular award agreement, RSUs, PSUs and DSUs shall be credited with dividend equivalents in the form of additional RSUs, PSUs and DSUs, as applicable, as of each dividend payment date in respect of which normal cash dividends are paid on Ares Shares. Dividend equivalents shall vest in proportion to, and settle in the same manner as, the awards to which they relate. Such dividend equivalents shall be computed by dividing: (a) the amount obtained by multiplying the amount of the dividend declared and paid per Ares Share by the number of RSUs, PSUs and DSUs, as applicable, held by the participant on the record date for the payment of such dividend, by (b) the Market Price at the close of the first business day immediately following the dividend record date, with fractions computed to three decimal places.

Black-out Periods

In the event an award expires, at a time when a scheduled blackout is in place or an undisclosed material change or material fact in the affairs of Ares exists, the expiry of such award will be the date that is 10 business days after which such scheduled blackout terminates or there is no longer such undisclosed material change or material fact.

Term

While the Ares Equity Incentive Plan does not stipulate a specific term for awards granted thereunder, as discussed below, awards may not expire beyond 10 years from its date of grant, except where shareholder approval is received or where an expiry date would have fallen within a blackout period of Ares. All awards must vest and settle in accordance with the provisions of the Ares Equity Incentive Plan and any applicable award agreement, which award agreement may include an expiry date for a specific award.

Termination of Employment or Services

The following table describes the impact of certain events upon the participants under the Ares Equity Incentive Plan, including termination for cause, resignation, termination without cause, disability, death or retirement,

subject, in each case, to the terms of a participant's applicable employment agreement, award agreement or other written agreement:

Event	Provisions
Termination for Cause/Resignation	• Any Option or other award held by the participant that has not been exercised, surrendered or settled as of the Termination Date (as defined in the Ares Equity Incentive Plan) shall be immediately forfeited and cancelled as of the Termination Date.
Termination without Cause	• A portion of any unvested Options or other awards shall immediately vest, such portion to be equal to the number of unvested awards held by the participant as of the Termination Date multiplied by a fraction the numerator of which is the number of days between the date of grant and the Termination Date and the denominator of which is the number of days between the date of grant and the date any unvested Option or other awards were originally scheduled to vest. Any vested Options may be exercised by the participant at any time during the period that terminates on the earlier of: (A) the expiry date of such Option; and (B) the date that is 90 days after the Termination Date. If an Option remains unexercised upon the earlier of (A) or (B), the Option shall be immediately forfeited and cancelled for no consideration upon the termination of such period. In the case of a vested award other than an Option, such award will be settled within 90 days after the Termination Date.
Disability	• Any award held by the participant that has not vested as of the date of such participant's Termination Date shall vest on such date. Any vested Option may be exercised by the participant at any time until the expiry date of such Option. Any vested award other than an Option will be settled within 90 days after the Termination Date.
Death	• Any award that is held by the participant that has not vested as of the date of the death of such participant shall vest on such date. Any vested Option may be exercised by the participant's beneficiary or legal representative (as applicable) at any time during the period that terminates on the earlier of: (a) the expiry date of such Option, and (b) the first anniversary of the date of the death of such participant. If an Option remains unexercised upon the earlier of (A) or (B), the Option shall be immediately forfeited and cancelled for no consideration upon the termination of such period. In the case of a vested award other than an Option, such award will be settled with the participant's beneficiary or legal representative (as applicable) within 90 days after the date of the participant's death.
Retirement	• Any (i) outstanding award that vests or becomes exercisable based solely on the participant remaining in the service of Ares or its subsidiary will become 100% vested, and (ii) outstanding award that vests based on the achievement of Performance Goals (as defined in the Ares Equity Incentive Plan) that has not previously become vested shall continue to be eligible to vest based upon the actual achievement of such Performance Goals. Any vested Option may be exercised by the participant at any time during the period that terminates on the earlier of: (A) the expiry date of such Option; and (B) the third anniversary of the participant's date of retirement. If an Option remains unexercised upon the earlier of (A) or (B), the Option shall be immediately forfeited and cancelled for no consideration upon the termination of such period. In the case of a vested award other than an Option that is described in (i), such award will be settled within 90 days after the participant's retirement. In the case of a vested award other than an Option that is described in (ii), such award will be settled at the same time the award would otherwise have been settled had the participant remained in active service with Ares or its subsidiary. Notwithstanding the foregoing, if, following his or her retirement, the participant commences (the "**Commencement Date**") employment, consulting or acting as a director of Ares or any of its subsidiaries (or in an analogous capacity) or otherwise as a service provider to any person that carries on

Event	Provisions
	or proposes to carry on a business competitive with Ares or any of its subsidiaries, any Option or other award held by the participant that has not been exercised or settled as of the Commencement Date shall be immediately forfeited and cancelled as of the Commencement Date.

Change in Control

Under the Ares Equity Incentive Plan, except as may be set forth in an employment agreement, award agreement or other written agreement between Ares or a subsidiary of Ares and a participant:

(a) If within 12 months following the completion of a transaction resulting in a Change in Control (as defined below), a participant's employment, consultancy or directorship is terminated by Ares or a subsidiary of Ares without Cause (as defined in the Ares Equity Incentive Plan), without any action by the Plan Administrator:

(i) any unvested awards held by the participant at Termination Date may vest in the sole discretion of the Plan Administrator; and

(ii) any vested awards may be exercised, surrendered to Ares, or settled by the participant at any time during the period that terminates on the earlier of: (A) the expiry date of such award; and (B) the date that is 90 days after the Termination Date. Any award that has not been exercised, surrendered or settled at the end of such period being immediately forfeited and cancelled.

(b) Unless otherwise determined by the Plan Administrator, if, as a result of a Change in Control, the Ares Shares will cease trading on the CSE, Ares may terminate all of the awards held by a participant that is a resident of Canada for the purposes of the Income Tax Act (Canada), granted under the Ares Equity Incentive Plan at the time of and subject to the completion of the Change in Control transaction by paying to each holder at or within a reasonable period of time following completion of such Change in Control transaction an amount for each Award equal to the fair market value of the Award held by such participant as determined by the Plan Administrator, acting reasonably, provided that any vested awards granted to U.S. Taxpayers (as defined in the Ares Equity Incentive Plan) will be settled within 90 days of the Change in Control.

Subject to certain exceptions, a "Change in Control" includes (a) any transaction pursuant to which a person or group acquires more than 50% of the outstanding Ares Shares, (b) the sale of all or substantially all of Ares's assets, (c) the dissolution or liquidation of Ares, (d) the acquisition of Ares via consolidation, merger, exchange of securities, purchase of assets, amalgamation, statutory arrangement or otherwise, (e) individuals who comprise the Board at the last annual meeting of Ares Shareholders (the "Incumbent Board") cease to constitute at least a majority of the Ares Board, unless the election, or nomination for election by the Ares Shareholders, of any new director was approved by a vote of at least a majority of the Incumbent Board, in which case such new director shall be considered as a member of the Incumbent Board, or (f) any other event which the Ares Board determines to constitute a change in control of Ares.

Non-Transferability of Awards

Except as permitted by the Plan Administrator and to the extent that certain rights may pass to a beneficiary or legal representative upon death of a participant, by will or as required by law, no assignment or transfer of awards, whether voluntary, involuntary, by operation of law or otherwise, vests any interest or right in such awards whatsoever in any assignee or transferee and immediately upon any assignment or transfer, or any attempt to make the same, such awards will terminate and be of no further force or effect. To the extent that certain rights to exercise any portion of an outstanding award pass to a beneficiary or legal representative upon the death of a participant,

the period in which such award can be exercised by such beneficiary or legal representative shall not exceed one year from the participant's death.

Amendments to the Ares Equity Incentive Plan

The Plan Administrator may also from time to time, without notice and without approval of the holders of voting Ares Shares, amend, modify, change, suspend or terminate the Ares Equity Incentive Plan or any awards granted pursuant thereto as it, in its discretion, determines appropriate, provided that (a) no such amendment, modification, change, suspension or termination of the Ares Equity Incentive Plan or any award granted pursuant thereto may materially impair any rights of a participant or materially increase any obligations of a participant under the Ares Equity Incentive Plan without the consent of such participant, unless the Plan Administrator determines such adjustment is required or desirable in order to comply with any applicable securities laws or stock exchange requirements, and (b) any amendment that would cause an award held by a U.S. Taxpayer to be subject to the income inclusion under Section 409A of the United States Internal Revenue Code of 1986, as amended, shall be null and void ab initio.

Notwithstanding the above, and subject to the policies of the CSE, the approval of Ares Shareholders is required to effect any of the following amendments to the Ares Equity Incentive Plan:

(a) increasing the number of Ares Shares reserved for issuance under the Ares Equity Incentive Plan, except pursuant to the provisions in the Ares Equity Incentive Plan which permit the Plan Administrator to make equitable adjustments in the event of transactions affecting Ares or its capital;

(b) increasing or removing the 10% limits on Ares Shares issuable or issued to insiders;

(c) reducing the exercise price of an option award (for this purpose, a cancellation or termination of an award of a participant prior to its expiry date for the purpose of reissuing an award to the same participant with a lower exercise price shall be treated as an amendment to reduce the exercise price of an award) except pursuant to the provisions in the Ares Equity Incentive Plan which permit the Plan Administrator to make equitable adjustments in the event of transactions affecting Ares or its capital;

(d) extending the term of an Option award beyond the original expiry date (except where an expiry date would have fallen within a blackout period applicable to the participant or within 10 business days following the expiry of such a blackout period);

(e) permitting an Option award to be exercisable beyond 10 years from its date of grant (except where an expiry date would have fallen within a blackout period);

(f) increasing or removing the limits on the participation of non-employee directors;

(g) permitting awards to be transferred to a person;

(h) changing the eligible participants; and

(i) deleting or otherwise limiting the amendments which require approval of the Ares Shareholders.

Except for the items listed above, amendments to the Ares Equity Incentive Plan will not require shareholder approval. Such amendments include (but are not limited to): (a) amending the general vesting provisions of an award, (b) amending the provisions for early termination of awards in connection with a termination of employment or service, (c) adding covenants of Ares for the protection of the participants, (d) amendments that are desirable as a result of changes in law in any jurisdiction where a participant resides, and (e) curing or correcting any ambiguity or defect or inconsistent provision or clerical omission or mistake or manifest error.

Anti-Hedging Policy

Participants are restricted from purchasing financial instruments such as prepaid variable forward contracts, equity swaps, collars, or units of exchange funds that are designed to hedge or offset a decrease in market value of awards granted to them.

Approval of the Ares Equity Incentive Plan

The Board is seeking Ares Shareholder approval of the Ares Equity Incentive Plan at the Meeting. Although Ares Shareholder approval of the Ares Equity Incentive Plan is not required pursuant to the policies of the CSE, the Board wishes to obtain maximum flexibility with respect to the granting of Options and other awards under the Ares Equity Incentive Plan.

National Instrument 45-106 *Prospectus Exemptions* ("**NI 45-106**") provides exemptions from the requirement to prepare and file a prospectus in connection with a distribution of securities. As Ares is listed on the CSE, Ares is classified as an "unlisted reporting issuer" for purposes of the exemption provided in Section 2.24 of NI 45-106 for distributions of securities to employees, executive officers, directors and consultants of Ares (the "**Exemption**"). NI 45-106 restricts the use of the Exemption by "unlisted reporting issuers" such as Ares unless Ares obtains Ares Shareholder approval. Specifically, NI 45-106 provides that the Exemption does not apply to a distribution to an employee or consultant of the "unlisted reporting issuer" who is an investor relations person of the issuer, an associated consultant of the issuer, an executive officer of the issuer, a director of the issuer, or a permitted assign of those persons if, after the distribution,

(a) the number of securities, calculated on a fully diluted basis, reserved for issuance under options granted to

  (i) related persons, exceeds 10% of the outstanding securities of the issuer, or

  (ii) a related person, exceeds 5% of the outstanding securities of the issuer, or

(b) the number of securities, calculated on a fully diluted basis, issued within 12 months to

  (i) related persons, exceeds 10% of the outstanding securities of the issuer, or

  (ii) a related person and the associates of the related person, exceeds 5% of the outstanding securities of the issuer.

The term "related person" is defined in NI 45-106 and generally refers to a director or executive officer of the issuer or of a related entity of the issuer, an associate of a director or executive officer of the issuer or of a related entity of the issuer, or a permitted assign of a director or executive officer of the issuer or of a related entity of the issuer. The term "permitted assign" includes a spouse of the person.

In accordance with the requirements of NI 45-106, the Board wishes to provide the following information with respect to the Ares Equity Incentive Plan so that the Ares Shareholders may form a reasoned judgment concerning the Ares Equity Incentive Plan.

Under the Ares Equity Incentive Plan, the aggregate maximum number of Ares Shares that may be issued upon the exercise or settlement of awards granted under the Ares Equity Incentive Plan shall not exceed 20% of the number of issued and outstanding Ares Shares at the time of granting of options. The Ares Equity Incentive Plan also provides that the aggregate number of Ares Shares (a) issuable to insiders at any time (under all of Ares's security-based compensation arrangements) cannot exceed 10% of the issued and outstanding Ares Shares and (b) issued to insiders within any one year period (under all of Ares's security-based compensation arrangements) cannot exceed 10% of the issued and outstanding Ares Shares.

The Board has the discretion to grant Options pursuant to the terms of the Ares Equity Incentive Plan. Options may be granted to eligible persons, being: directors, executive officers, employees or consultants.

Pursuant to the Ares Equity Incentive Plan, the exercise price at the time each option is granted, is subject to the following conditions: (a) if the Ares Shares are listed on a stock exchange, then the exercise price for the options granted will not be less than the minimum prevailing price permitted by such stock exchange; (b) if the Ares Shares are not listed, posted and trading on any stock exchange or quoted on any quotation system, then the exercise price for the options granted will be determined by the Board at the time of granting; and (c) in all other cases, the exercise price shall be determined in accordance with the applicable securities laws and policies of any applicable stock exchange.

The Board shall establish the expiry date for each option at the time such option is granted, subject to the following conditions: (a) the option will expire upon the occurrence of any termination event set out in the Ares Equity Incentive Plan; and (b) the expiry date cannot be longer than the maximum exercise period as determined by the applicable securities laws and policies of any applicable stock exchange.

All options granted under the Ares Equity Incentive Plan are non-transferable and non-assignable.

Options will expire immediately upon the optionee leaving his or her employment/office except that:

(a) in the case of death of an optionee, any vested options held by the deceased at the date of death will become exercisable by the optionee's estate until the earlier of one year after the date of death and the date of expiration of the term otherwise applicable to such option;

(b) options granted to an optionee may be exercised in whole or in part by the optionee for a period of 30 days after the optionee ceases to be employed/provide services but only to the extent that such optionee was vested in the option at the date the optionee ceased to be employed/provide services; and

(c) in the case of an optionee dismissed from employment/service for cause, such options, whether vested or not, will immediately terminate without right to exercise same.

Ares must obtain approval of its shareholders other than votes attaching to securities beneficially owned by related persons to whom securities may be issued as compensation or under that plan.

Accordingly, at the Meeting, disinterested Ares Shareholders will be asked to consider and if thought fit, approve an ordinary resolution ratifying the adoption of the Ares Equity Incentive Plan. In order to be effective, an ordinary resolution requires approval by a majority

As of the date of this Information Circular, to Ares's knowledge, a total of 17,773,387 Ares Shares are held by officers and directors of Ares and will not be included for the purpose of determining whether Ares Shareholder approval of the Ares Equity Incentive Plan has been obtained.of the votes cast by Ares Shareholders for such resolution. The text of the proposed resolution is set forth below. Unless otherwise directed, the persons named in the enclosed proxy intend to vote IN FAVOUR of this resolution.

"RESOLVED, as an ordinary resolution of the disinterested shareholders of Ares Strategic Mining Inc. (the "**Company**"), that:

1. The Company's equity incentive plan (the "**Plan**") described in the Company's information circular dated ♦ , 2022, including the reservation for issuance under the Plan at any time of a maximum of 20% of the issued common shares of the Company, be and is hereby approved, subject to the acceptance of the Plan by the applicable stock exchange;

2. The board of directors of the Company be authorized in its absolute discretion to administer the Plan and amend or modify the Plan in accordance with its terms and conditions and with the policies of the applicable stock exchange; and

3. Any one director or officer of the Company be and is hereby authorized and directed to do all such acts and things and to execute and deliver, under the corporate seal of the Company or otherwise, all such deeds, documents, instruments and assurances as in his opinion may be necessary or desirable to give effect to the foregoing resolutions, including, without limitation, making any changes to the Plan required by the applicable stock exchange or applicable securities regulatory authorities and to complete all transactions in connection with the administration of the Plan."

The form of the resolution to approve the Ares Equity Incentive Plan, as set forth above, is subject to such amendments as management of Ares may propose at the Meeting, but which do not materially affect the substance of the resolution.

A copy of the Ares Equity Incentive Plan is available for review at the offices of Ares at Suite 1001 – 409 Granville Street, Vancouver, British Columbia, V7Y 1T2 during normal business hours up to and including the date of the Meeting.

The Ares Board recommends that the Ares Shareholders vote in favour of the above resolution. Unless otherwise directed, or where the instructions are unclear, the persons named in the enclosed proxy intend to vote FOR the ratification and approval of the Ares Equity Incentive Plan until the next annual meeting of Ares.

Special Resolution to Approve the Continuation

Ares Shareholders will be asked at the Meeting to vote on the Continuation Resolution, the text of which is set out below, approving the Continuation of Ares from the Province of Ontario to the Province of British Columbia.

The Continuation Resolution must be approved by a Special Resolution in order for the Continuation to become effective. If Ares Shareholders do not approve the Continuation, Ares will remain an Ontario corporation, subject to the requirements of the OBCA. If the Continuation Resolution is approved at the Meeting, the Continuation is expected to be effected as soon as possible after the Effective Date of the Arrangement. Ares may nonetheless elect not to complete the Continuation. Registered Holders have certain rights of dissent in respect of the Continuation. See "*The Continuation – Dissent Rights*".

<u>The Continuation</u>

For corporate and administrative reasons, the Ares Board is of the view that it would be appropriate to continue Ares as a British Columbia company. Ares's head office is located in British Columbia. Management believes the BCBCA is a more modern corporate statute that provides additional flexibility to Ares in a number of areas. In British Columbia, Ares will have greater flexibility to attract the most qualified and experienced directors from a global talent pool, who have the expertise and skills required by Ares's business. The BCBCA also provides increased flexibility with respect to capital management, resulting from more flexible rules relating to dividends, share purchases, redemption, consolidations and accounting for capital. In addition, the harmonization of the BCBCA with applicable securities laws has reduced the regulatory burden as compared to other Canadian jurisdictions.

The Continuation Resolution confers discretionary authority on the Ares Board to revoke the Continuation Resolution before the Continuation occurs. The Ares Board may exercise its discretion and elect not to proceed with the Continuation, notwithstanding Ares Shareholder approval, for any number of reasons, including, for example, the number of Registered Holders that dissent in respect of the Continuation Resolution.

Effect of the Continuation

Upon completion of the Continuation, the OBCA will cease to apply to Ares and Ares will become subject to the BCBCA, as if it had been originally incorporated under the BCBCA. The articles and the by-laws of Ares will be replaced by notice of articles and articles, the proposed form of which are attached as Schedule "M". The registration of the Continuation does not create a new legal entity, nor does it prejudice or affect the continuity of Ares; however, the Continuation of Ares under the BCBCA will affect certain rights of Ares Shareholders as they currently exist under the OBCA and Ares's by-laws. Set out below under "*The Continuation – Corporate Law Differences*" is a summary of some of the key differences in corporate law between the OBCA and BCBCA. A description of the key differences between the current articles and by-laws of Ares and the proposed articles can be found under "*The Continuation – Comparison of Ares' Articles and By-Laws and Proposed Articles*".

These summaries are not intended to be exhaustive and Ares Shareholders should consult their legal advisors regarding the implications of the Continuation, which may be of particular importance to them.

Procedure for Continuation

In order to effect the Continuation, the Continuation Resolution must be approved by at least two-thirds of the votes cast by Ares Shareholders present in person or represented by Proxy at the Meeting. If the Continuation Resolution is approved, Ares will apply to the Director appointed under the OBCA to continue under the BCBCA. The Director will generally authorize a continuance from the OBCA to the BCBCA upon: (i) receipt of an application for authorization to continue into another jurisdiction; (ii) being satisfied that certain rights, obligations, liabilities and responsibilities of Ares as set out in Section 181(9) of the OBCA will remain unaffected as a result of the Continuation; and (iii) receipt of the consent of the Ontario Securities Commission and the Ministry of Finance (Ontario) with respect to the Continuation. After the authorization from the Director is obtained, one or more of the directors of Ares signs the proposed articles of Ares, Ares applies to the BC Registrar to continue under the BCBCA, and the BC Registrar issues a certificate of continuation, at which time the Continuation will be effective. Ares then files the certificate of continuation with the Director under the OBCA and the Director issues a certificate of discontinuance under the OBCA.

If the Continuation Resolution is approved at the Meeting, the Continuation is expected to be effected as soon as possible after the Effective Date of the Arrangement.

Corporate Law Differences

The BCBCA provides Ares Shareholders with substantially the same rights as are available to Ares Shareholders under the OBCA, including approval rights over fundamental changes, rights of dissent and appraisal and rights to bring derivative actions and oppressive actions; however, there are certain differences between the two statutes and the regulations made thereunder, which may be relevant to Ares Shareholders.

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 Ares Shareholders should consult their legal or other professional advisors with regard to all of the implications of the Continuation which may be of importance to them.

Charter Documents

Under the OBCA, a corporation's charter documents consist of (i) "articles of incorporation", which set forth, among other things, the name of the corporation, the amount and type of authorized capital and the terms (including any special rights and restrictions) attaching thereto, and the minimum and maximum number of directors of the corporation; and (ii) the "by-laws", which govern the management of the corporation's affairs. 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.

Under the BCBCA, a corporation's charter documents consist of (i) a "notice of articles", which sets forth, among other things, the name of the corporation, the amount and type of authorized capital and whether any special rights and restrictions are attached to each class or series thereof, and certain information about the directors of the corporation; and (ii) the "articles" which govern the management of the corporation's affairs and set forth the special rights and restrictions attached to each authorized class or series of shares. The notice of articles is filed with the BC Registrar, while articles are filed only with the corporation's records office.

Sale of Business or Assets

Under the OBCA a sale, lease or exchange of all or substantially all the property of a corporation other than in the ordinary course of business requires a special resolution passed by two-thirds of votes cast by shareholders at a meeting called to approve such transaction. If such a transaction 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 such transaction, 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.

The BCBCA requires the sale, lease or other disposition of all or substantially all of a corporation's undertaking, other than in the ordinary course of its business, to be authorized by special resolution, being a resolution passed by shareholders where the majority of the votes cast by shareholders entitled to vote on the resolution constitutes a special majority (i.e., two-thirds of the votes cast, unless a greater majority of up to three-quarters is required by the articles). The BCBCA contains a number of exceptions that are not included in the OBCA, such as with respect to dispositions by way of security interests, certain kinds of leases and dispositions to related corporations or entities.

Amendments to the Charter Documents

Any substantive change to the articles of a corporation under the OCBA, such as alteration of the restrictions, if any, on the business that may be carried on by the corporation, a change in the name of the corporation or an increase or reduction of the authorized capital of the corporation requires a special resolution passed by not less than two-thirds of the votes cast by shareholders at a meeting called to approve such change. Other fundamental changes such as an alteration of special rights and restrictions attached to the issued shares or a proposed amalgamation or continuation of a corporation out of the jurisdiction also require a special resolution passed by not less than two thirds of the votes cast by the holders or shares are entitled to vote at a general meeting of the corporation. The holders of shares of a class or of a series are, in certain situations and unless the articles provide otherwise, entitled to vote separately as a class or series upon a proposal to amend the articles.

Pursuant to the BCBCA, fundamental changes generally require a resolution passed by a special majority of the votes cast by shareholders entitled to vote on the resolution (i.e., two-thirds of the votes cast, unless a greater majority of up to three-quarters is required by the articles), unless the BCBCA or the articles require a different type of resolution to make such change. Accordingly, certain alterations to a BCBCA corporation, such as a name change or certain changes in its authorized share structure, can be approved by a different type of resolution where specified in the articles, subject always to the requirement that a right or special right attached to issued shares must not be prejudiced or interfered with under the BCBCA or under the notice of articles or articles unless the shareholders holding shares of the class or series of shares to which sub right or special right is attached consent by a special separate resolution of these shareholders.

While Ares has formulated the proposed articles to ensure the continuity of the rights of Ares Shareholders, the proposed articles permit the Ares Board to make the following changes, among other, by a resolution of the Ares Board: (i) create one or more classes or series of shares or, if none of the shares of a class or series of shares are allotted or issued, eliminate that class or series of shares; (ii) increase, reduce or eliminate the maximum number of shares that Ares is authorized to issue out of any class or series of shares or establish a maximum number of shares

that Ares is authorized to issue out of any class or series of shares for which no maximum is established; (iii) subdivide or consolidate all or any of its unissued, or fully paid issued, shares; (iv) change all or any of its unissued fully-paid issued shares with par value into shares without par value or all or any of its unissued shares without par value into shares with par value; and (v) alter the identifying name of any of its shares.

Rights of Dissent and Appraisal

The OBCA provides that registered shareholders who dissent to 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: (i) amend its articles under Section 168 of the OBCA to add, change or remove restrictions on the issue, transfer or ownership of shares of a class or a series of shares of a corporation; (ii) amend its articles under Section 168 of the OBCA to add, change or remove any restriction on the business or businesses that the corporation may carry on or upon the powers that the corporation may exercise; (iii) amalgamate with another corporation under Section 175 or 176 of the OBCA; (iv) be continued under the laws of another jurisdiction under Section 181 of the OBCA; or (v) sell, lease or exchange all or substantially all of its property under Subsection 184(3) of the OBCA.

The BCBCA contains a similar dissent remedy, although the triggering events and procedure for exercising this remedy are slightly different from those contained in the OBCA. Pursuant to the BCBCA, the dissent right is also available with respect to a resolution to approve an arrangement, if the terms of the arrangement permit dissent, any other resolution if dissent is authorized by the resolution, and with respect to any court order that permits dissent, but is not available with respect to an alteration to the articles to add, change or remove restrictions on the issue, transfer or ownership of shares. In addition, under the BCBCA, such dissent must be exercised with respect to all of the shares to which the dissenting shareholder is the registered and beneficial owner (and cause the registered owner of any such shares beneficially owned by the dissenting shareholder to dissent with respect to all such shares).

Oppression Remedies

Pursuant to the OBCA, a registered holder, beneficial holder or former registered holder or beneficial holder of a security of a corporation or its affiliates, a director, former director, officer or 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 (each, a complainant), 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:

- any act or omission of a corporation or its affiliates effects or threatens to effect a result;
- the business or affairs of the corporation or any of its affiliates are, have been or are threatened to be carried on or conducted in a manner; or
- 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 BCBCA contains a similar oppression remedy. The remedy under the BCBCA is not expressly available for "unfairly disregarding the interests" of the shareholder. Also, in British Columbia, the oppression remedy is only available to shareholders (although in connection with an oppression action, the term "shareholder" includes beneficial shareholders and any other person whom a court considers to be an appropriate person to make such an application). Under the OBCA, the complainant 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 complain only of oppressive conduct of the corporation. Pursuant to 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, under the BCBCA the court may make such order as it sees fit, including an order to prohibit any act proposed by the corporation. Pursuant to 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 (i) the corporation is, or after the payment, would be unable to pay its liabilities as they become due, or (ii) 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 OBCA, a complainant may, with judicial leave, bring an action in the name and on behalf of the corporation or any of its subsidiaries or intervene in an action to which a corporation or any of its subsidiaries is a party, for the purpose of prosecuting, defending or discontinuing the action on behalf of the corporation or subsidiary.

Similar rights to bring a derivative action are contained in the BCBCA, but these rights extend only to shareholders (although in connection with a derivative action, the term "shareholder" includes beneficial shareholders and any other person whom the court considers to be an appropriate person to make such an application) and directors.

Shareholder Proposals

A shareholder of a corporation incorporated under the OBCA who is entitled to vote may submit notice of a shareholder proposal. To be eligible to make a proposal, a person must a registered holder of shares entitled to vote or a beneficial owner of shares that are entitled to be voted at a meeting of shareholders; provided that if a person claims to be a beneficial holder, the company may require the person to provide proof that the person is a beneficial owner of shares.

In order to submit a proposal under the BCBCA, a person must have been a registered owner or beneficial owner of one or more shares carrying the right to vote at general meetings and must have owned such shares for an uninterrupted period of at least two years before the date of signing the proposal. The proposal must be signed by shareholders who, together with the submitter, are registered or beneficial owners of: (a) at least 1% of the issued shares of the corporation that carry the right to vote at general meetings; or (b) shares with a fair market value exceeding an amount prescribed by regulation (currently $2,000).

Requisition of Meetings

The OBCA permits the holders of not less than 5% of the issued shares that carry the right to vote at a meeting to require the directors to call a meeting of shareholders of a corporation for the purposes stated in the requisition. If the directors do not call a meeting within 21 days of receiving the requisition, any shareholder who signed the requisition may call the meeting.

The BCBCA provides that one or more shareholders of a corporation holding not less than 5% of the issued voting shares of the corporation may give notice to the directors requiring them to call and hold a general meeting within four months.

Place of Meetings

The OBCA requires all meetings of shareholders, subject to the articles and any unanimous shareholder agreement, to be held at the place within or outside Ontario as determined by the directors or, in the absence of such a determination, at the place where the registered office of the corporation is located.

The BCBCA provides that meetings of shareholders must be held in British Columbia, unless: (i) the articles provide for a location outside British Columbia, or the articles do not restrict the corporation from approving a location outside British Columbia and the location is approved by the resolution required by the articles for that purpose (or if no resolution is required for that purpose by the articles, by an ordinary resolution); or (ii) the location is approved in writing by the BC Registrar before the meeting is held. The proposed articles contemplate that shareholder meetings can be held within or outside of British Columbia as determined by the Board.

Directors' Residency Requirements

The OBCA does not have any residency requirements for directors.

The BCBCA provides that a public corporation must have at least three directors, and also does not have any residency requirements for directors.

Comparison of Ares's Articles and By-Laws and Proposed Articles

The articles of Ares proposed to be adopted in connection with the Continuation will be substantially similar to the articles of Enyo. The proposed articles have been prepared with a view to corporate governance best practices under the BCBCA, the articles of many British Columbia incorporated public corporations and continuity of rights of Ares Shareholders. It is customary under the BCBCA to not duplicate in the articles provisions of applicable law contained in such legislation, which results in the articles of British Columbia corporations being less duplicative than the by-laws of corporations existing under the OBCA. The omission of certain provisions of the current Ares by-laws from the proposed articles as a result of such matters being governed by the provisions of the BCBCA will not materially affect the substantive rights of Shareholders or the procedural aspects of Ares's by-laws, except to the extent described below or as a result of the differences in the BCBCA and the OBCA, as discussed above under "*The Continuation – Corporate Law Differences*".

Set out below is a summary of the certain differences between Ares's articles and by-laws, as they exist today, and the provisions of the proposed articles. The proposed articles are attached as Schedule "M". Ares's current articles and by-laws can be found on SEDAR under Ares's profile at www.sedar.com. Ares Shareholders are urged to review all such documents before determining whether to vote in favour of the Continuation Resolution. The summary of the provisions of such documents included below is qualified in its entirety by the complete text of such documents.

Advance Notice of Director Nominations

Ares's existing By-law No. 1A sets out advance notice requirements for director nominations. Among other things, the by-laws fix a deadline by which Ares Shareholders must notify Ares of their intention to nominate directors and sets out the information that Ares Shareholders must provide in the notice for it to be valid. These requirements are intended to provide all Ares Shareholders with the opportunity to evaluate and review all proposed nominees and vote in an informed and timely manner regarding those nominees.

After the Continuation, these advance notice requirements will be incorporated directly into Ares's new articles. These requirements will be substantially the same as the existing requirements, except for minor amendments discussed below.

- The deadline by which Ares Shareholders must notify Ares of their intention to nominate directors remains the same in the proposed articles.

- The proposed articles will bring forward the requirement in Ares's existing by-laws that the nominating Ares Shareholder provide information with respect to the nominee director. The nominating Ares Shareholder providing notice, and each beneficial owner on whose behalf the nomination is made will also have to provide fulsome information about themselves.

Quorum

A quorum, pursuant to Ares' By-law No. 1B, shall be a minimum of two (2) individuals present in person, each of whom is either a shareholder entitled to attend and vote at such meeting or a proxyholder appointed by such a shareholder, holding or representing by proxy not less than 15% of the total number of issued shares entitled to vote at a meeting of the shareholders of the corporation. The proposed articles shall be one or more persons present in person, or by proxy.

Record Date

Under Ares's existing by-laws, the Ares Board may fix a record date for the determination of the persons entitled to receive payment of dividends or to exercise the right to subscribe for such securities by not more than 50 days of the date for the such payment or exercise.

Under the proposed articles, the record date for notice must not precede the date on which the meeting is held by fewer than if and for so long as Ares is a public company, 21 days, otherwise, 10 days. The record date for voting must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the BCBCA, by more than four months. Any dividend declared by the directors may be made payable on such date as is fixed by the directors.

Removal of Directors

Under the OBCA, directors may be removed by shareholders by ordinary resolution (simple majority) passed at an annual or special meeting of shareholders. A company may remove a director before the expiration of the director's term of office under the BCBCA by special resolution, or if the articles of the company permit, either by less than a special majority (two- thirds) or by some other method or resolution specified.

The proposed articles stipulate that Ares Shareholders may remove any director before the expiration of his or her term of office by special resolution. The proposed articles also stipulate that directors may remove any director before the expiration of his or her term of office if the director is convicted of an indictable offence, or if the director ceases to be qualified to act as a director of Ares in accordance with the BCBCA and does not promptly resign.

Dissent Rights to the Continuation

A Registered Holder is entitled to dissent from the Continuation Resolution in the manner provided in Section 185 of the OBCA. Section 185 of the OBCA is reprinted in its entirety in Schedule "E". See "*Dissent Rights to the Continuation*" and "*Rights of the Dissenting Ares Shareholders*" for additional particulars of the applicable dissent provisions and a summary of the dissent procedure.

Proposed Continuation Resolution

Ares Shareholders will be asked at the Meeting to vote on the Continuation Resolution, the text of which is set out below, approving the Continuation. The Continuation Resolution must be approved by a Special Resolution in order to become effective. If Ares Shareholders do not approve the Continuation, Ares will remain an Ontario corporation, subject to the requirements of the OBCA. If the Continuation Resolution is approved at the Meeting, the Continuation is expected to be effected as soon as possible after the Effective Date of the Arrangement.

Notwithstanding the above, the Continuation Resolution confers discretionary authority on the Ares Board to revoke the Continuation Resolution before the Continuation occurs. The Ares Board may exercise its discretion and elect not to proceed with the Continuation, notwithstanding Ares Shareholder approval, for any number of reasons, including, for example, the number of Registered Holders that dissent in respect of the Continuation Resolution.

Ares Shareholders will be asked at the Meeting to pass the Continuation Resolution, the text of which will be substantially the form as follows:

"RESOLVED, AS A SPECIAL RESOLUTION, THAT:

1. The continuance of Ares Strategic Mining Inc. (the "**Company**") from the Province of Ontario to the Province of British Columbia pursuant to Section 181 of the Business Corporations Act (Ontario) (the "**OBCA**") and Section 302 of the Business Corporations Act (British Columbia) (the "**BCBCA**"), is hereby authorized and approved;

2. The Company is authorized to make application to the Director under the OBCA, pursuant to Section 181 of the OBCA, for authorization to continue under the BCBCA;

3. The Company is authorized to make application to the Registrar of Companies under the BCBCA, pursuant to section 302 of the BCBCA, for a certificate of continuation continuing the Company under the BCBCA;

4. Upon the issuance of a certificate of continuation continuing the Company under the BCBCA, the articles and by-laws of the Company shall be replaced in their entirety by the notice of articles described in, and the articles substantially in the form attached to Schedule "M" to, the management information circular of the Company dated ♦, 2022;

5. Notwithstanding that the foregoing resolutions have been passed by the holders of the outstanding common shares of the Company (the "**Shareholders**"), the board of directors of Integra may revoke these resolutions and abandon the continuance, in whole or in part, without any further approval of Shareholders; and

6. Any one or more directors of the Company be and are hereby authorized, for and on behalf of the Company, to execute and deliver all other documents and instruments and do all such acts or things, and making all necessary filings with applicable regulatory bodies and stock exchanges, as such directors or officers may determine to be necessary or desirable to carry out the foregoing resolutions."

Accordingly, the Ares Board and Management are recommending that Ares Shareholders vote FOR the approval of the Continuation Resolution. Ares Shareholder proxies received in favour of management will be voted FOR the approval of the Continuation Resolution, unless an Ares Shareholder has specified in the proxy that such Ares Shares are to be voted against the Continuation Resolution.

Special Resolution to Approve the Arrangement

The Arrangement will become effective on the Effective Date, subject to satisfaction of the applicable conditions. The disclosure of the principal features of the Arrangement among Ares, the Ares Shareholders and Enyo, as summarized below, is qualified in its entirety by reference to the full text of the Arrangement Agreement, which is available under Ares's profile on SEDAR at www.SEDAR.com.

Reasons for the Arrangement

Ares believes that the Arrangement is in the best interests of Ares for numerous reasons, including:

1. At the moment, the capital markets value the Liard Property and the Vanadium Property together with all of Ares's other properties. By completing the Arrangement, the markets will value the Liard Property and the Vanadium Property each separately and independently of Ares's other properties, which should create additional value for Ares Shareholders;

2. Separating each of the Liard Property and the Vanadium Property from Ares's other properties is expected to accelerate the development of the Liard Property, which will be Enyo's material property;

3. Ares will be better able to focus on developing its assets, other than the Spinco Properties, without having the constraints of managing and financing the Spinco Properties;

4. Ares Shareholders will benefit by holding shares in two separate public companies;

5. The Fairness Opinion, delivered to the Ares Board, stating to the effect that, as of October♦, 2022, and subject to the assumptions, limitations and qualifications set out in the Fairness Opinion, the Enyo Spinout Shares to be received by Ares Shareholders under the Arrangement is fair, from a financial point of view, to Ares Shareholders; and

6. Separating Ares and Enyo will expand Enyo's potential shareholder base and access to development capital by allowing investors that want specific ownership in a particular geographic location and in respect of specific properties with different geological characteristics the opportunity to invest directly in Enyo rather than through Ares.

In the course of its deliberations, the Ares Board also identified and considered a variety of risks and potentially negative factors, including, but not limited to, the risks set out under "*Approval of the Arrangement – Arrangement Risk Factors*".

The foregoing discussion summarizes the material information and factors considered by the Ares Board in their consideration of the Plan of Arrangement. The Ares Board collectively reached its unanimous decision with respect to the Plan of Arrangement in light of the factors described above and other factors that each member of the Ares Board felt were appropriate. In view of the wide variety of factors and the quality and amount of information considered, the Ares Board did not find it useful or practicable to, and did not make specific assessments of, quantify, rank or otherwise assign relative weights to the specific factors considered in reaching its determination. Individual members of the Ares Board may have given different weight to different factors.

Fairness Opinion

Evans & Evans, Inc. was retained by Ares to provide the Fairness Opinion, regarding the fairness, from a financial point of view of the Arrangement to the Ares Shareholders. Based upon and subject to the assumptions, limitations and qualifications set out in the Fairness Opinion, Evans & Evans, Inc. is of the opinion that, as of October ♦, 2022 the Arrangement is fair, from a financial point of view, to the Ares Shareholders.

After careful consideration, including a thorough review of the information and the Fairness Opinion delivered by Evans & Evans, Inc., a thorough review of the terms of the Arrangement Agreement, and taking into account the best interests of Ares and the impact on Ares's stakeholders, and consultation with its professional advisors, the Ares Board unanimously resolved: (i) to accept the advice of its professional advisors; (ii) that the Arrangement is fair, from a financial point of view, to the Ares Shareholders and is in the best interests of Ares; and (iii) to approve the Arrangement and to recommend that Ares Shareholders vote in favour of the Arrangement Resolution. Ares issued a press release announcing the proposed Arrangement on September ♦, 2022. A summary of the Fairness Opinion is attached as Schedule "L" to this Information Circular. The summary of the Fairness Opinion described in this Information Circular is qualified in its entirety by reference to the full text of the Fairness Opinion.

Principal Steps of the Arrangement

Prior to the Effective Time, Enyo will issue the Enyo Spinout Shares to Ares to complete the acquisition of the Spinco Properties. Commencing at the Effective Time, each of the events set out below shall occur and shall be deemed to occur in the following sequence or as otherwise provided below or herein, without any further act or formality:

(a) each Ares Share outstanding in respect of which a Dissenting Shareholder has validly exercised his, her or its Dissent Rights shall be directly transferred and assigned by such Dissenting Shareholder to Ares, without any further act or formality and free and clear of any liens, charges and encumbrances of any nature whatsoever, and will be cancelled and cease to be outstanding and such Dissenting Shareholders will cease to have any rights as Ares Shareholders other than the right to be paid the fair value for their Ares Shares by Ares;

(b) the authorized share structure of Ares shall be altered by:

(i) renaming and redesignating all of the issued and unissued Ares Shares as "Class A common shares without par value" and amending the special rights and restrictions attached to those shares to provide the holders thereof with two votes in respect of each share held, being the "Ares Class A Shares"; and

(ii) creating a new class consisting of an unlimited number of "common shares without par value" with terms and special rights and restrictions identical to those of the Ares Shares immediately prior to the Effective Time, being the "New Ares Shares";

(c) each Ares Option then outstanding to acquire one Ares Share shall be transferred and exchanged for:

(i) one Ares Replacement Option to acquire one New Ares Share having an exercise price equal to the product of the original exercise price of the Ares Option multiplied by the fair market value of a New Ares Share at the Effective Time divided by the total of the fair market value of a New Ares Share and the fair market value of 0.1 of an Enyo Share at the Effective Time; and

(ii) one Enyo Option to acquire 0.1 of an Enyo Share, each whole Enyo Option having an exercise price equal to the product of the original exercise price of the Ares Option multiplied by the fair market value of 0.1 of an Enyo Share at the Effective Time divided by the total of the fair market value of one New Ares Share and 0.1 of an Enyo Share at the Effective Time,

provided that the aforesaid exercise prices shall be adjusted to the extent, if any, required to ensure that the aggregate In the Money Amount of the Ares Replacement Option and the Enyo Option immediately after the exchange does not exceed the In the Money Amount immediately before the exchange of the Ares Option so exchanged. It is intended that subsection 7(1.4) of the Tax Act apply to the exchange of Ares Options;

(d) each Ares Warrant then outstanding shall be deemed to be amended to entitle the Ares Warrantholder to receive, upon due exercise of the Ares Warrant, for the original exercise price:

(i) one New Ares Share for each Ares Share that was issuable upon due exercise of the Ares Warrant immediately prior to the Effective Time; and

(ii) 0.1 of an Enyo Share for each Ares Share that was issuable upon due exercise of the Ares Warrant immediately prior to the Effective Time;

(e) each issued and outstanding Ares Class A Share outstanding on the Share Distribution Record Date shall be exchanged for: (i) one New Ares Share; and (ii) 0.1 of a Enyo Spinout Share, the holders of the Ares Class A Shares will be removed from the central securities register of Ares as the holders of such and will be added to the central securities register of Ares as the holders of the number of New Ares Shares that they have received on the exchange set forth in section 3.1(e) of the Plan of Arrangement, and the Enyo Spinout Shares transferred to the then holders of the Ares Class A Shares will be registered in the name of the former holders of the Ares Class A Shares and Ares will provide Enyo and its registrar and transfer agent notice to make the appropriate entries in the central securities register of Enyo;

(f) the Ares Class A Shares, none of which will be issued or outstanding once the exchange in section 3.1(e) of the Plan of Arrangement is completed, will be cancelled and the appropriate entries made in the central securities register of Ares and the authorized share structure of Ares will be amended by eliminating the Ares Class A Shares, and the aggregate paid-up capital (as that term is used for purposes of the Tax Act) of the New Ares Shares will be equal to that of the Ares Shares immediately prior to the Effective Time less the fair market value of the Enyo Spinout Shares distributed pursuant to section 3.1(e) of the Plan of Arrangement; and

(g) the Enyo Incorporation Share issued to Ares on incorporation shall be cancelled for no consideration and as a result thereof:

(i) Ares shall cease to be, and shall be deemed to have ceased to be, the holder of the Enyo Incorporation Share and to have any rights as a holder of the Enyo Incorporation Share; and

(ii) Ares shall be removed as the holder of the Enyo Incorporation Share from the register of Enyo Shares maintained by or on behalf of Enyo.

Effect of the Arrangement

As a result of the Arrangement, Ares Shareholders will no longer hold their Ares Shares and instead, will receive one New Ares Share and 0.1 of an Enyo Share for every one Ares Share held at the Effective Time, and as a result, will hold shares in two public companies.

Enyo will be a reporting issuer in the Reporting Jurisdictions. Enyo has not made an application to list the Enyo Shares on the CSE.

Directors and Officers of Enyo

The Enyo Board will be comprised of James Walker, Paul Sarjeant, Changxian Li, Bob Li, Raul Sanabria and Ron Woo. Executive management of Enyo will consist of James Walker, President and Chief Executive Officer, and Viktoriya Griffin, Chief Financial Officer. Enyo may add individuals to the Enyo Board and management to ensure Enyo has the appropriate amount of local knowledge and skill sets to advance the Spinco Properties and any additional assets Enyo may acquire in the future. Since Ares's focus is primarily on mineral exploration assets located in the U.S., and Enyo's focus will be on the Spinco Properties located in British Columbia, Canada, any common directors on the Enyo Board and the Ares Board are not expected to be subject to any conflicts of interest. See "*Enyo Strategic Mining Inc. – Directors and Officers*" in this Information Circular.

Recommendation of the Directors

Ares has reviewed the terms and conditions of the proposed Arrangement and has concluded that the Arrangement is fair and reasonable to the Ares Shareholders and in the best interests of Ares.

In arriving at this conclusion, the Ares Board considered, among other matters:

1. the financial condition, business and operations of Ares, on both a historical and prospective basis;

2. Evans & Evans, Inc. provided its opinion to the Ares Board to the effect that, as of August ♦, 2022, and subject to the assumptions, limitations and qualifications set out in the Fairness Opinion, the Enyo Shares to be received by Ares Shareholders under the Arrangement is fair, from a financial point of view, to Ares Shareholders.

3. the procedures by which the Arrangement is to be approved, including the requirement for approval of the Arrangement by the Court after a hearing at which fairness to Securityholders will be considered;

4. the availability of Dissent Rights to Registered Holders with respect to the Arrangement;

5. the assets to be held by each of Ares and Enyo after completion of the Arrangement and the unrealized value of the Liard Property within Ares;

6. the advantages of segregating the property risk profiles of the Liard Property and Ares's other projects;

7. historical information regarding the price of the Ares Shares;

8. the tax treatment to Ares Shareholders under the Arrangement;

9. Ares Shareholders will own securities of two publicly-listed companies, if the intended listing of the Enyo Shares is obtained; and

10. Enyo will be able to concentrate its efforts on developing the Liard Property and Ares will be able to concentrate its efforts on the advancement of Ares's other mineral project(s) and business.

The Ares Board did not assign a relative weight to each specific factor and each director may have given different weights to different factors. Based on its review of all the factors, the Ares Board considers the Arrangement to be advantageous to Ares and fair and reasonable to the Ares Shareholders. The Ares Board also identified disadvantages associated with the Arrangement including the fact that there will be the additional costs associated with running two companies and there is no assurance that the proposed Arrangement will result in positive benefits to Ares Shareholders. See "*Particulars of Matters to be Acted Upon – Approval of the Arrangement – Arrangement Risk Factors*", "*Ares Strategic Mining Inc. – Risk Factors*" and "*Enyo Strategic Mining Inc. – Risk Factors*".

Pursuant to an agreement dated as of March 18, 2022, Evans & Evans, Inc. was retained by the Ares Board to, among other things, deliver the Fairness Opinion as to the fairness of the Enyo Spinout Shares to be received from Enyo pursuant to the Arrangement, from a financial point of view, to the Ares Shareholders. On October ♦, 2022, Evans & Evans, Inc. delivered to the Ares Board its opinion that, on the basis of the particular assumptions and limitations set forth therein, as of such date, the Enyo Spinout Shares to be received by the Ares Shareholders under the Arrangement is fair, from a financial point of view, to the Ares Shareholders.

Evans & Evans, Inc. will be paid by Ares a fee for its services which is not contingent on the successful outcome of the Arrangement and will be reimbursed of all reasonable legal and out-of-pocket expenses. In addition, Evans & Evans, Inc. and its affiliates and their respective directors, officers, employees, agents and controlling persons are to be indemnified by Ares under certain circumstances from and against certain liabilities arising out of the performance of professional services rendered to Ares. The Fairness Opinion has been provided solely for the use of the Ares Board for the purposes of considering the Arrangement and may not be used or relied upon by any other person or for any other purpose without the prior written consent of Evans & Evans, Inc. The Fairness Opinion is not

to be construed as a valuation of Ares, or any of their respective assets, securities or liabilities (whether on a standalone basis or as a combined entity). The Fairness Opinion does not constitute a recommendation as to whether or not Ares Securityholders should vote in favour of the Arrangement Resolution or any other matter. The Fairness Opinion is one of a number of factors taken into account by the Ares Board in approving the terms of the Arrangement Agreement and the Plan of Arrangement.

The Arrangement Resolution is set out in Schedule "A" to this Information Circular. In order to be approved, the Arrangement Resolution requires the votes in favour of 66 2/3% of the votes cast at the Meeting.

The Ares Board recommends that the Ares Shareholders vote FOR the Arrangement Resolution. Each director and officer of Ares who owns Ares Shares has indicated his or her intention to vote his or her Ares Shares in favour of the Arrangement Resolution.

Arrangement Risk Factors

Ares and Enyo should each be considered as highly speculative investments and the transactions contemplated herein should be considered of a high-risk nature. Ares Shareholders should carefully consider all of the information disclosed in this Information Circular prior to voting on the matters being put before them at the Meeting.

The completion of the Arrangement is subject to a number of conditions precedent, certain of which are outside the control of Ares and Enyo, including receipt of Ares Shareholder approval at the Meeting and receipt of the Final Order. There can be no certainty, nor can Ares or Enyo provide any assurance, that these conditions will be satisfied or, if satisfied, when they will be satisfied.

In addition to the other information presented in this Information Circular (without limitation, see also "*Ares Strategic Mining Inc. – Risk Factors*" and "*Enyo Strategic Mining Inc. – Risk Factors*"), the following risk factors should be given special consideration:

1. The trading price of Ares Shares on the Effective Date may vary from the price as at the date of execution of the Arrangement Agreement, the date of this Information Circular and the date of the Meeting and may fluctuate depending on investors' perceptions of the merits of the Arrangement.

2. The number of Enyo Shares being issued in connection with the Arrangement will not change despite decreases or increases in the market price of the Ares Shares. Many of the factors that affect the market price of the Ares Shares are beyond the control of Ares. These factors include fluctuations in commodity prices, fluctuations in currency exchange rates, changes in the regulatory environment, adverse political developments, prevailing conditions in the capital markets and interest rate fluctuations.

3. There is no assurance that the Arrangement will be completed or that, if completed, the Enyo Shares will be listed and posted for trading on the CSE or on any other stock exchange.

4. There is no assurance that the Arrangement can be completed as proposed or without Ares Shareholders exercising their dissent rights in respect of a substantial number of Ares Shares.

5. There is no assurance that the businesses of Ares or Enyo, after completing the Arrangement, will be successful.

6. While Ares believes that the Enyo Shares to be issued to Ares Shareholders pursuant to the Arrangement will not be subject to any resale restrictions save securities held by control persons and save for any restrictions flowing from current restrictions associated with an Ares

Shareholder's Ares Shares, there is no assurance that this is the case and each Ares Shareholder is urged to obtain appropriate legal advice regarding applicable securities legislation.

7. The transactions may give rise to significant adverse tax consequences to Ares Shareholders and each such Ares Shareholder is urged to consult his, her or its own tax advisor.

8. Certain costs related to the Arrangement, such as legal and accounting fees, must be paid by Ares even if the Arrangement is not completed.

9. If the Arrangement Resolution is not approved by the Ares Shareholders or, even if the Arrangement Resolution is approved, as a result of the Spinco Properties being transferred to Enyo, an entity separate from Ares, the market price of the Ares Shares may decline to the extent that the current market price of the Ares Shares reflects a market assumption that the Plan of Arrangement will be completed or to the extent the current market price of the Ares Shares reflects the value associated with the Spinco Properties, as applicable.

Effects of the Arrangement on Shareholders' Rights

As a result of the Arrangement, Ares Shareholders will continue to be shareholders of Ares and will also be shareholders of Enyo. Shareholders of Ares and Enyo will have the same rights afforded to them as Ares Shareholders of each respective entity, as both Ares and Enyo are governed by the OBCA.

Conduct of Meeting and Other Approvals

Shareholder Approval of the Arrangement

The Arrangement Resolution must be approved, with or without variation, by not less than two-thirds of the votes cast at the Meeting in person or by proxy by Ares Shareholders.

Court Approval of the Arrangement

Under the OBCA, Ares is required to obtain the approval of the Court to the calling and holding of the Meeting and to the Arrangement. On October ♦, 2022, prior to mailing the material in respect of the Meeting, Ares obtained an Interim Order providing for the calling and holding of the Meeting and other procedural matters. A copy of the Interim Order and the Requisition of Hearing of Petition for Final Order are appended as Schedules "C" and "D", respectively, to this Information Circular. As set out in the Requisition of Hearing of Petition for Final Order, the Court hearing in respect of the Final Order is scheduled to take place at 10:00 A.M. (Toronto time) on November ♦, 2022, following the Meeting or as soon thereafter as the Court may direct or counsel for Ares may be heard, at the ♦, Toronto, Ontario, subject to the approval of the Arrangement Resolution at the Meeting. **Securityholders who wish to participate in or be represented at the Court hearing should consult with their legal advisors as to the necessary requirements.**

At the Court hearing, any Ares Securityholders who wish to participate or to be represented or to present evidence or argument may do so, subject to the rules of the Court. Although the authority of the Court is very broad under the OBCA, the Court will consider, among other things, the procedural and substantive fairness and reasonableness of the terms and conditions of the Arrangement and the rights and interests of every person affected. The Court may approve the Arrangement as proposed or as amended in any manner as the Court may direct. The Court's approval is required for the Arrangement to become effective. In addition, it is a condition of the Arrangement that the Court will have determined, prior to approving the Final Order, that the terms and conditions of the issuance of securities comprising the Arrangement are procedurally and substantively fair to the Ares Securityholders.

Under the terms of the Interim Order, each Ares Securityholder will receive proper notice that they will have the right to appear and make representations at the application for the Final Order. Any person desiring to appear at

the hearing to be held by the Court to approve the Arrangement pursuant to the Requisition of Hearing of Petition for Final Order is required to file with the Court and serve upon Ares, at the address set out below, prior to 4:00 P.M. (Vancouver time) on ♦, 2022, the Response to Petition, including his address for service, together with any evidence or materials which are to be presented to the Court. The Response to Petition and supporting materials must be delivered to:

WeirFoulds LLP
4100 – 66 Wellington Street West
Toronto, Ontario
M5K 1B7
Attention: Nadia Chiesa

Regulatory Approvals

If the Arrangement Resolution is approved by the requisite two-thirds of the Ares Shareholders voting together as a single class, final regulatory approval must be obtained for all the transactions contemplated by the Arrangement before the Arrangement may proceed.

The Ares Shares are currently listed and posted for trading on the CSE. Ares is a reporting issuer in the Reporting Jurisdictions. Approval from the CSE is required for the completion of the Arrangement, including listing of the New Ares Shares in substitution for the Ares Shares. Upon completion of the Arrangement, it is expected that Enyo will be a reporting issuer in the Reporting Jurisdictions and intends to seek a listing of the Enyo Shares on the CSE. Enyo has not made an application to list the Enyo Shares on the CSE. Any listing will be subject to the approval of the CSE. There can be no assurances that Enyo will be able to attain a listing on the CSE or any other stock exchange. Enyo has also applied for a waiver of the sponsorship requirements under the rules of the CSE. There is no assurance that such a waiver will be available to Enyo.

Ares Shareholders should be aware that certain of the foregoing approvals, including a listing on the CSE or a determination that Enyo will be a reporting issuer in the specified jurisdictions, have not yet been received from the regulatory authorities referred to above. There is no assurance that such approvals will be obtained.

Procedure for Receipt of New Ares Shares and Enyo Shares

Ares Shareholders on the Share Distribution Record Date will be entitled to receive New Ares Shares and Enyo Shares pursuant to the Arrangement.

Each registered Ares Shareholder will receive a Letter of Transmittal containing instructions with respect to the deposit of certificates for Ares Shares for use in exchanging their Ares Shares for Certificates or Direct Registration System ("**DRS**") statements representing New Ares Shares and Enyo Shares, to which they are entitled under the Arrangement. Upon return of a properly completed Letter of Transmittal, together with certificates formerly representing Ares Shares and such other documents as the Depositary may require, certificates or DRS statements for the appropriate number of New Ares Shares and Enyo Shares will be distributed.

Fees and Expenses

Ares will pay the costs, fees and expenses of the Arrangement.

Effective Date of Arrangement

If:

1. the Arrangement Resolution is approved by Special Resolution of the Ares Shareholders;

2. the Final Order of the Court is obtained approving the Arrangement;

3. the required CSE approvals to the completion of the Arrangement are obtained;

4. every requirement of the OBCA relating to the Arrangement has been complied with; and

5. all other conditions disclosed under "*Arrangement Agreement – Conditions to the Arrangement Becoming Effective*" are met or waived,

the Arrangement will become effective on the Effective Date.

The full particulars of the Arrangement are contained in the Plan of Arrangement appended as Schedule "B" to this Information Circular. See also "*Arrangement Agreement*" below.

Notwithstanding receipt of the above approvals, Ares may abandon the Arrangement without further approval from the Ares Shareholders.

Arrangement Agreement

The Arrangement will be carried out pursuant to the provisions of the OBCA and will be effected in accordance with the Arrangement Agreement, the Interim Order and the Final Order. The steps of the Arrangement, as set out in the Arrangement Agreement, are summarized under "*Particulars of Matters to be Acted Upon – Approval of the Arrangement – Principal Steps of the Arrangement*" herein.

The general description of the Arrangement Agreement which follows is qualified in its entirety by reference to the full text of the Arrangement Agreement, a copy of which is available for review by Ares Shareholders, at the head office of Ares as shown on the Notice of Meeting, during normal business hours prior to the Meeting and under Ares's profile on SEDAR at www.SEDAR.com.

General

On October ♦, 2022, Ares and Enyo entered into the Arrangement Agreement which includes the Plan of Arrangement. The Plan of Arrangement is reproduced as Schedule "B" to this Information Circular. Pursuant to the Arrangement Agreement, Ares and Enyo agree to effect the Arrangement pursuant to the provisions of Section 182 of the OBCA on the terms and subject to the conditions contained in the Arrangement Agreement.

In the Arrangement Agreement, Ares and Enyo provide representations and warranties to one another regarding certain customary commercial matters, including corporate, legal and other matters, relating to their respective affairs.

Under the Arrangement Agreement, Ares agrees to call the Meeting for the purpose of, among other matters, the Ares Shareholders approving the Arrangement Resolution, and that, if the approval of the Ares Shareholders of the Arrangement Resolution as set forth in the Interim Order is obtained by Ares, as soon as reasonably practicable thereafter, Ares will take the necessary steps to submit the Arrangement to the Court and apply for the Final Order.

Conditions to the Arrangement Becoming Effective

The respective obligations of Ares and Enyo to complete the transactions contemplated by the Arrangement Agreement are subject to the satisfaction, on or before the Effective Date, of a number of conditions precedent, certain of which may only be waived in accordance with the Arrangement Agreement. The mutual conditions precedent, among others, are as follows:

(a) the Interim Order shall have been granted in form and substance satisfactory to Ares;

(b) the Arrangement Resolution, with or without amendment, shall have been approved and adopted at the Meeting in accordance with the Arrangement Provisions, the Constating Documents of Ares, the Interim Order and the requirements of any applicable regulatory authorities;

(c) the Final Order shall have been obtained in form and substance satisfactory to each of Ares and Enyo;

(d) the CSE shall have conditionally approved the Arrangement, including the listing of the New Ares Shares issuable under the Arrangement in substitution for the Ares Class A Shares and the delisting of the Ares Class A Shares, as of the Effective Date, subject to compliance with the requirements of the CSE;

(e) all other consents, orders, regulations and approvals, including regulatory and judicial approvals and orders required or necessary or desirable for the completion of the transactions provided for in the Arrangement Agreement and the Plan of Arrangement shall have been obtained or received from the Persons, authorities or bodies having jurisdiction in the circumstances each in form acceptable to Ares and Enyo;

(f) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement and the Plan of Arrangement;

(g) no law, regulation or policy shall have been proposed, enacted, promulgated or applied which interferes or is inconsistent with the completion of the Arrangement and Plan of Arrangement, including any material change to the income tax laws of Canada, which would reasonably be expected to have a material adverse effect on any of Ares, the Ares Shareholders or Enyo if the Arrangement is completed;

(h) notices of dissent pursuant to Article 5 of the Plan of Arrangement shall not have been delivered by Ares Shareholders holding greater than 5% of the outstanding Ares Shares; and

(i) the Agreement shall not have been terminated under Article 6 of the Arrangement Agreement.

Amendment and Termination of Arrangement Agreement

Subject to any mandatory applicable restrictions under the Arrangement Provisions or the Final Order, the Arrangement Agreement, including the Plan of Arrangement, may at any time and from time to time before or after the holding of the Meeting, but prior to the Effective Date, be amended by the written agreement of Ares and Enyo without, subject to applicable law, further notice to or authorization on the part of the Ares Shareholders.

Subject to Section 6.3 of the Arrangement Agreement, the Arrangement Agreement may at any time before or after the holding of the Meeting, and before or after the granting of the Final Order, but in each case prior to the Effective Date, be terminated by direction of the Ares Board without further action on the part of the Ares Shareholders and nothing expressed or implied herein or in the Plan of Arrangement shall be construed as fettering the absolute discretion by the Ares Board to elect to terminate the Agreement and discontinue efforts to effect the Arrangement for whatever reasons it may consider appropriate.

Arrangement Resolution

Ares Shareholders will be asked at the Meeting to vote on the Arrangement Resolution, the text of which is set out in Schedule "A" to this Information Circular. The Arrangement Resolution must be approved by a Special Resolution in order to become effective.

Notwithstanding the above, the Arrangement Resolution confers discretionary authority on the Ares Board to revoke the Arrangement Resolution before the Effective Date. The Ares Board may exercise its discretion and elect not to proceed with the Arrangement, notwithstanding Ares Shareholder approval, for any number of reasons, including, for example, the number of Registered Holders that dissent in respect of the Arrangement Resolution.

Accordingly, the Ares Board and Management are recommending that Ares Shareholders vote FOR the approval of the Arrangement Resolution. Ares Shareholder proxies received in favour of management will be voted FOR the approval of the Arrangement Resolution, unless an Ares Shareholder has specified in the proxy that such Ares Shares are to be voted against the Arrangement Resolution.

RIGHTS OF DISSENTING ARES SHAREHOLDERS

Pursuant to Section 185(1) of the OBCA, Registered Holders are entitled to dissent from the Arrangement and the Continuation Resolution in the manner provided in Section 185 of the OBCA. An Ares Shareholder (a "**Dissenting Shareholder**") who complies with the dissent procedure of Section 185 of the OBCA will be entitled to be paid by Ares the fair value of the Ares Shares held by the Dissenting Shareholder in respect of which such Ares Shareholder dissents, determined as at the close of business on the day before the Arrangement Resolution or the Continuation Resolution is passed.

Beneficial Shareholders of Ares Shares registered in the name of a broker, custodian, nominee or other intermediary who wish to dissent should be aware that only registered Ares Shareholders are entitled to dissent. Accordingly, beneficial holders of Ares Shares desiring to exercise a right of dissent to the Arrangement Resolution or the Continuation Resolution should contact their brokers, custodians, nominees or other intermediary for advice well in advance of the date of the Meeting.

Notice of Dissent

A registered Ares Shareholder who wishes to dissent, must send a notice of dissent (a "**Dissent Notice**") to Ares by registered mail at 1001 – 409 Granville Street, Vancouver, British Columbia V6C 1T2, Attention: James Walker, CEO, at or before the Meeting at which the Arrangement Resolution and the Continuation Resolution are to be voted on.

Notice to Dissenting Shareholders

Ares is required, within 10 days after the Shareholders adopt the Arrangement Resolution or the Continuation Resolution, to send to each registered Ares Shareholder who has filed a Dissent Notice with respect to each resolution, notice that the Arrangement Resolution and / or the Continuation Resolution have been adopted, but such notice is not required to be sent to any registered Ares Shareholder who voted for the Arrangement Resolution and the Continuation Resolution or who has withdrawn such Dissent Notice for the resolutions. Such notice shall set out the rights of the Dissenting Shareholder and the procedures to be followed to exercise those rights.

Payment Demand

A Dissenting Shareholder must, within 20 days after the Dissenting Shareholder receives notice that one or both of the Arrangement Resolution and the Continuation Resolution have been adopted or, if the Dissenting Shareholder does not receive such notice, within 20 days after the Dissenting Shareholder learns that one or both of the Arrangement Resolution and the Continuation Resolution have been adopted, send to Ares a written notice (a "**Payment Demand**") containing the name and address of the Dissenting Shareholder, the number of Ares Shares in respect of which the Dissenting Shareholder dissents and a demand for payment of the fair value of such Ares Shares.

Within 30 days after sending a Payment Demand, the Dissenting Shareholder must send to Ares or TSX Trust Company, 301 – 100 Adelaide Street West, Toronto, Ontario, M5H 4H1, Attention: Corporate Services, the certificates representing the Shares in respect of which such Payment Demand was made. A Dissenting Shareholder who fails to send the Payment Demand and their certificates within the time required will lose any right to make a

claim under Section 185 of the OBCA. Ares or TSX Trust Company will endorse on Share certificates received from a Dissenting Shareholder a notice that the holder is a Dissenting Shareholder and will forthwith return the Ares Share certificates to the Dissenting Shareholder.

On sending a Payment Demand, a Dissenting Shareholder ceases to have any rights as an Ares Shareholder, other than the right to be paid the fair value of the Ares Shares in respect of which such Payment Demand was made, except where:

(a) the Dissenting Shareholder withdraws notice before Ares makes an Offer to Pay (as defined below);

(b) Ares fails to make an Offer to Pay and the Dissenting Shareholder withdraws notice; or

(c) the directors of Ares revoke the Continuation Resolution to apply for a continuance under Section 181(5) of the OBCA.

Offer to Pay

Ares is required, not later than seven days after the later of the day on which the action approved by the Continuation Resolution is effective or the day on which Ares receives the Payment Demand of a Dissenting Shareholder, to send to each Dissenting Shareholder who has sent a Payment Demand a written offer to pay (an "**Offer to Pay**") for the Ares Shares in respect of which such Payment Demand was made in an amount considered by the Board to be the fair value thereof, accompanied by a statement showing the manner in which the fair value was determined.

Ares is required to pay for the Ares Shares of a Dissenting Shareholder within 10 days after an Offer to Pay has been accepted by a Dissenting Shareholder, but any such Offer to Pay lapses if Ares does not receive and acceptance thereof within 30 days after the Offer to Pay has been made.

If Ares fails to make an Offer to Pay for the Shares of a Dissenting Shareholder, or if a Dissenting Shareholder fails to accept an Offer to Pay that has been made, Ares may, within 50 days after the action approved by the Continuation Resolution is effective or within such further period as the court may allow, apply to the court to fix a fair value for the Ares Shares of Dissenting Shareholders.

If Ares fails to apply to the Court within such 50-day period, a Dissenting Shareholder may apply to the court for the same purpose within a further period of 20 days or within such further period as the court may allow.

Upon an application to the court, all Dissenting Shareholders whose Ares Shares have not been purchased by Ares will be joined as parties and bound by the decision of the court, and Ares will be required to notify each affected Dissenting Shareholder of the date, place and consequences of the application and of the right of such Dissenting Shareholder to appear and be heard in person or by counsel. Upon any such application to the court, the court may determine whether any person is a Dissenting Shareholder who should be joined as a party, and the court will then fix a fair value for the Ares Shares of all Dissenting Shareholders.

The final order of the Court will be rendered against Ares in favour of each Dissenting Shareholder and for the amount of the fair value of each Dissenting Shareholder's Ares Shares as fixed by the court. 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 Continuation Resolution is effective until the date of payment of the amount ordered by the court.

The above is only a summary of Section 185 of the OBCA, which is technical and complex. Any Ares Shareholder wishing to exercise a right of dissent should seek legal adv ice as failure to comply strictly with the provisions of the OBCA may prejudice such right of dissent.

CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

THE TAX CONSEQUENCES OF THE ARRANGEMENT MAY VARY DEPENDING UPON THE PARTICULAR CIRCUMSTANCES OF EACH ARES SHAREHOLDER AND OTHER FACTORS. ACCORDINGLY, ARES SHAREHOLDERS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS TO DETERMINE THE PARTICULAR TAX CONSEQUENCES TO THEM OF THE ARRANGEMENT.

The following fairly summarizes the principal Canadian federal income tax consequences under the Tax Act generally applicable to Ares Shareholders in respect of the disposition of Ares Shares pursuant to the Arrangement, and the acquisition, holding, and disposition of New Ares Shares and Enyo Spinout Shares acquired pursuant to the Arrangement.

In this summary, an otherwise undefined term that first appears in quotation marks has the meaning ascribed to it in the Tax Act.

Comment is restricted to Ares Shareholders who, for purposes of the Tax Act, (i) hold their Ares Shares, and will hold their New Ares Shares and Enyo Spinout Shares solely as capital property, and (ii) deal at arm's length with and are not affiliated with Enyo and Ares (each such Ares Shareholder, a "**Holder**").

Generally a Holder's Ares Share, New Ares Share or Enyo Spinout Share will be considered to be capital property of the Holder provided that the Holder does not hold the share in the course of carrying on a business of buying and selling securities and has not acquired the share in one or more transactions considered to be an adventure in the nature of trade.

A Resident Holder (as defined below under "*Certain Canadian Federal Income Tax Considerations - Holders Resident in Canada*") whose Ares Shares, New Ares Shares or Enyo Spinout Shares might not otherwise be capital property may in certain circumstances irrevocably elect under subsection 39(4) of the Tax Act to have those shares, and all other "Canadian securities" held by the Resident Holder in the taxation year of the election or in any subsequent taxation year treated as capital property. Resident Holders should consult their own tax advisers regarding the advisability of making such an election.

This summary does not apply to a Holder that:

(a) is a "financial institution" for the purposes of the mark-to-market rules in the Tax Act or a "specified financial institution";

(b) has elected to report its Canadian federal income tax results in a currency other than Canadian currency;

(c) has entered or will enter into a "derivative forward agreement", a "synthetic disposition arrangement", or a "synthetic equity arrangement";

(d) has acquired Ares Shares, or will acquire New Ares Shares or Enyo Spinout Shares, on the exercise of an employee stock option;

(e) holds one or more Ares Options, in respect of those Ares Options; or

(f) is a person or partnership an interest in which is a "tax shelter investment".

Each such Holder should consult the Holder's own tax advisers with respect to the consequences of the Arrangement.

This summary is based on the current provisions of the Tax Act, the regulations thereunder and counsel's understanding of the current published administrative practices and policies of the CRA. This summary takes into account all specific proposals to amend the Tax Act and Regulations (the "**Proposed Amendments**") announced by the Minister of Finance (Canada) prior to the date. It is assumed that the Proposed Amendments will be enacted as currently proposed and that there will be no other change in law or administrative or assessing practice, whether by legislative, governmental, or judicial action or decision, although no assurance can be given in these respects. This summary does not take into account provincial, territorial or foreign income tax considerations, which may differ materially from the Canadian federal income tax considerations discussed below.

Additional considerations, not discussed in this summary, may be applicable to a Holder that is a corporation resident in Canada, and is, or becomes, or does not deal at arm's length for purposes of the Tax Act with a corporation resident in Canada that is or becomes, as part of a transaction or event or series of transactions or events that includes the acquisition of New Ares Shares or Enyo Spinout Shares, 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 Canadian tax advisers with respect to the consequences of the Arrangement.

This summary is of a general nature only and is not and should not be construed as legal or tax advice to any particular person. Each person who may be affected by the Arrangement should consult the person's own tax advisers with respect to the person's particular circumstances.

Holders Resident in Canada

This portion of this summary applies solely to Holders each of whom is or is deemed to be resident solely in Canada for the purposes of the Tax Act and any applicable income tax treaty or convention (each a "**Resident Holder**").

Exchange of Ares Shares for New Ares Shares and Enyo Shares

A Resident Holder who exchanges his, her or its Ares Shares for New Ares Shares and Enyo Spinout Shares pursuant to the Arrangement (the "**Share Exchange**") will be deemed to have received a taxable dividend equal to the amount, if any, by which the fair market value of the Enyo Spinout Shares distributed to the Resident Holder pursuant to the Share Exchange at the time of the Share Exchange exceeds the "paid-up capital" ("**PUC**") of the Resident Holder's Ares Shares determined at that time. Any such taxable dividend will be taxable as described below under "*Certain Canadian Federal Income Tax Considerations - Holders Resident in Canada - Taxation of Dividends*". Ares expects that the fair market value of all Enyo Spinout Shares distributed to Ares Shareholders pursuant the Share Exchange under the Arrangement will not exceed the PUC of the Ares Shares. Accordingly, Ares does not expect that any Resident Holder will be deemed to receive a taxable dividend on the Share Exchange.

A Resident Holder who exchanges his, her or its Ares Shares for New Ares Shares and Enyo Spinout Shares on the Share Exchange will realize a capital gain equal to the amount, if any, by which the fair market value of those Enyo Spinout Shares at the time of the Share Exchange, less the amount of any taxable dividend deemed to be received by the Resident Holder as described in the preceding paragraph, exceeds the "adjusted cost base" ("**ACB**") of the Resident Holder's Ares Shares determined immediately before the Share Exchange. Any capital gain so realized will be taxable as described below under "*Certain Canadian Federal Income Tax Considerations - Holders Resident in Canada - Taxation of Capital Gains and Losses*".

The Resident Holder will acquire the Enyo Spinout Shares received on the Share Exchange at a cost equal to their fair market value at that time, and the New Ares Shares received on the Share Exchange at a cost equal to the amount, if any, by which the ACB of the Resident Holder's Ares Shares immediately before the Share Exchange exceeds the fair market value of the Enyo Spinout Shares at the time of the Share Exchange.

Disposition of New Ares Shares or Enyo Spinout Shares after the Arrangement

A Resident Holder who disposes or is deemed to dispose of a New Ares Share or Enyo Spinout Share generally will realize a capital gain (or capital loss) equal to the amount, if any, by which the proceeds of disposition therefor are greater (or less) than the ACB of the share to the Resident Holder, less reasonable costs of disposition. Any such capital gain or capital loss will be taxable or deductible as described below under "*Certain Canadian Federal Income Tax Considerations - Holders Resident in Canada – Taxation of Capital Gains and Capital Losses*".

Taxation of Dividends

A Resident Holder who is an individual (other than certain trusts) and receives or is deemed to receive a taxable dividend in a taxation year on the Resident Holder's Ares Shares, New Ares Shares, or Enyo Spinout Shares will be required to include the amount of the dividend in income for the year, subject to the dividend gross-up and tax credit rules applicable to taxable dividends received by a Canadian resident individual from a "taxable Canadian corporation", including the enhanced dividend gross-up and tax credit applicable to the extent that Ares or Enyo, as the case may be, designates the taxable dividend to be an "eligible dividend" in accordance with the Tax Act.

A Resident Holder that is a corporation and receives or is deemed to receive a taxable dividend in a taxation year on its Ares Shares, New Ares Shares, or Enyo Spinout Shares must include the amount in its income for the year, but generally will be entitled to deduct an equivalent amount from its taxable income. A Resident Holder that is a "private corporation" or a "subject corporation" may be liable under Part IV of the Tax Act to pay a tax of 38 1/3% (refundable in certain circumstances) on any such dividends to the extent that the dividend is deductible in computing the corporation's taxable income.

Taxation of Capital Gains and Capital Losses

A Resident Holder who realizes a capital gain or capital loss in a taxation year on the actual or deemed disposition of an Ares Share, New Ares Share or Enyo Spinout Share generally will be required to include one half of any such capital gain (a "**taxable capital gain**") in income for the year, and entitled to deduct one half of any such capital loss (an "**allowable capital loss**") against taxable capital gains realized in the year and, to the extent not so deductible, in any of the three preceding taxation years or any subsequent taxation year, to the extent and in the circumstances specified in the Tax Act.

The amount of any capital loss realized by a Resident Holder that is a corporation on the actual or deemed disposition of an Ares Share, New Ares Share or Enyo Spinout Share may be reduced by the amount of dividends received or deemed to have been received by it on the share (or on a share substituted therefor) to the extent and in the circumstances described in the Tax Act. Similar rules may apply where the corporation is a member or beneficiary of a partnership or trust that held the share, or where a partnership or trust of which the corporation is a member or beneficiary is itself a member of a partnership or a beneficiary of a trust that held the share.

A Resident Holder that is a "Canadian-controlled private corporation" throughout the relevant taxation year may be liable to pay an additional tax of 10 2/3% (refundable in certain circumstances) on its "aggregate investment income", which includes taxable capital gains, for the year.

Alternative Minimum Tax on Individuals

A Resident Holder who is an individual (including certain trusts) and receives a taxable dividend on, or realizes a capital gain on the disposition of, an Ares Share, New Ares Share or Enyo Spinout Share may thereby be liable for alternative minimum tax to the extent and within the circumstances set out in the Tax Act.

Dissenting Ares Shareholders

A Dissenting Ares Shareholder to whom Ares consequently pays the fair value of his, her or its Ares Shares will be deemed to receive a taxable dividend in the taxation year of payment equal to the amount, if any, by which the payment (excluding interest) exceeds the PUC of the Dissenting Ares Shareholder's Ares Shares determined immediately before the Arrangement. Any such taxable dividend will be taxable as described above under "*Canadian Federal Income Tax Considerations – Holders Resident in Canada – Taxation of Dividends*". The Dissenting Ares Shareholder will also realize a capital gain (or capital loss) equal to the amount, if any, by which the payment (excluding interest), less any such deemed taxable dividend, exceeds (is exceeded by) the ACB of the Dissenting Ares Shareholder's Ares Shares determined immediately before the Arrangement. Any such capital gain or loss will generally be taxable or deductible as described above under "*Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Taxation of Capital Gains and Capital Losses*".

The Dissenting Ares Shareholder will be required to include any portion of the payment that is on account of interest in income in the year the interest is received or becomes receivable, depending on the method regularly followed by the Dissenting Ares Shareholder in computing income. **Resident Holders who are contemplating exercising their Dissent Rights should consult their own tax advisers.**

Eligibility for Investment – New Ares Shares and Enyo Spinout Shares

A New Ares Share will be a "qualified investment" for a trust governed by an RRSP, RRIF, deferred profit sharing plan, RESP, RDSP or TFSA (collectively, "**Registered Plans**") at any time at which the New Ares Shares are listed on a "designated stock exchange", or Ares is a "public corporation".

A Enyo Spinout Share will be a qualified investment for a Registered Plan at any time at which the Enyo Spinout Shares are listed on a designated stock exchange, or Enyo is a public corporation. If the Enyo Spinout Shares are not listed on a designated stock exchange at the time they are distributed pursuant to the Arrangement, but become so listed before Enyo's "filing-due date" for its first taxation year and Enyo makes the appropriate election in its tax return for that year, Enyo will be deemed to be a public corporation from the beginning of the year and the Enyo Spinout Shares consequently will be considered to be qualified investments for Registered Plans from their date of issue. Enyo intends that the Enyo Spinout Shares will be listed on a designated exchange before the filing-due date for its first taxation year, and that Enyo will make the appropriate election in its tax return for that year.

Notwithstanding the foregoing, the "controlling individual" of an RRSP, RRIF, RDSP, RESP or TFSA will be subject to a penalty tax in respect of a New Ares Share or an Enyo Spinout Share held in the RRSP, RRIF, RDSP, RESP or TFSA, as applicable, if the share is a "prohibited investment" under the Tax Act. A New Ares Share or an Enyo Spinout Share generally will not be a prohibited investment for an RRSP, RRIF, RDSP, RESP or TFSA, as applicable, provided that (i) the controlling individual of the account does not have a "significant interest" in Ares or Enyo, as applicable, and (ii) Ares or Enyo, as applicable, deals at arm's length with the controlling individual for the purposes of the Tax Act. **Ares Shareholders should consult their own tax advisers to ensure that the New Ares Shares and Enyo Spinout Shares would not be a prohibited investment for a trust governed by a RRSP, RRIF, RDSP, RESP or TFSA in their particular circumstances.**

Holders Not Resident in Canada

This portion of this summary applies solely to Holders each of whom at all material times for the purposes of the Tax Act (i) has not been and is not resident or deemed to be resident in Canada for purposes of the Tax Act, and (ii) does not and will not use or hold Ares Shares, New Ares Shares, or Enyo Spinout Shares in connection with carrying on a business in Canada (each a "**Non-resident Holder**").

Special rules, which are not discussed in this summary, may apply to a Non-resident Holder that is an insurer carrying on business in Canada and elsewhere, or an "authorized foreign bank". Such Non-resident Holders should consult their own tax advisers with respect to the Arrangement.

Exchange of Ares Shares for New Ares Shares and Enyo Spinout Shares

The discussion of the tax consequences of the Share Exchange for Resident Holders under the heading "*Certain Canadian Federal Income Tax Considerations - Holders Resident in Canada - Exchange of Ares Shares for New Ares Shares and Enyo Spinout Shares*" generally will also apply to Non-resident Holders in respect of the Share Exchange. The general taxation rules applicable to Non- resident Holders in respect of a deemed taxable dividend or capital gain arising on the Share Exchange are discussed below under the headings "*Certain Canadian Federal Income Tax Considerations - Holders Not Resident in Canada – Taxation of Dividends*" and "*Certain Canadian Federal Income Tax Considerations - Holders Not Resident in Canada – Taxation of Capital Gains and Capital Losses*" respectively.

Taxation of Dividends

A Non-resident Holder to whom Ares or Enyo pays or credits (or is deemed to pay or credit) an amount as a dividend in respect of the Non-resident Holder's Ares Shares, New Ares Shares, or Enyo Spinout Shares will be subject to Canadian withholding tax equal to 25% of the gross amount of the dividend, or such lower rate as may be available under an applicable income tax convention, if any. The rate of withholding tax under *The Canada- US Income Tax Convention* (1980) (the "**Treaty**") applicable to a Non-resident Holder who is entitled to all of the benefits under the Treaty, and who holds less than 10% of the voting stock of Enyo or Ares (as applicable), will be 15%. The payor of the dividend will be required to withhold the Canadian withholding tax from the dividend and remit the withheld amount to the CRA for the Non-resident Holder's account.

Taxation of Capital Gains and Capital Losses

A Non-resident Holder will not be subject to Canadian federal income tax in respect of any capital gain arising on an actual or deemed disposition of an Ares Share, New Ares Share or Enyo Spinout Share unless at the time of disposition the share is "taxable Canadian property", and is not "treaty-protected property".

Generally, an Ares Share, New Ares Share, or Enyo Spinout Share, as applicable, of the Non-resident Holder will not be taxable Canadian property of the Non-resident Holder at any time at which the share is listed on a designated stock exchange (which includes the CSE) unless, at any time during the 60 months immediately preceding the disposition of the share,

(a) the Non-resident Holder, one or more persons with whom the Non-resident Holder does not deal at arm's length, partnerships in which the Non-resident Holder or persons with whom the Non-resident Holder does not deal at arm's length hold a membership interest in directly or indirectly through one or more partnerships, or any combination thereof, owned 25% or more of the issued shares of any class of the capital stock of Ares or Enyo, as applicable, and

(b) the share derived more than 50% of its fair market value directly or indirectly from, or from any combination of, real property situated in Canada, "Canadian resource properties", "timber resource properties", and interest, rights or options in or in respect of any of the foregoing.

Shares may also be deemed to be taxable Canadian property under other provisions of the Tax Act.

Generally, an Ares Share, New Ares Share, or Enyo Spinout Share, as applicable, of the Non-resident Holder will be treaty-protected property of the Non-resident Holder at the time of disposition if at that time any income or gain of the Non-resident Holder from the disposition of the share would be exempt from Canadian income tax under Part I of the Tax Act because of a tax treaty between Canada and another country.

A Non-resident Holder who disposes or is deemed to dispose of an Ares Share, New Ares Share, or Enyo Spinout Share that, at the time of disposition, is taxable Canadian property and is not treaty-protected property will realize a capital gain (or capital loss) equal to the amount, if any, by which the Non-resident Holder's proceeds of disposition of the share exceeds (or is exceeded by) the Non-resident Holder's ACB in the share and reasonable costs of

disposition. The Non-resident Holder generally will be required to include one half of any such capital gain (taxable capital gain) in the Non-resident Holder's taxable income earned in Canada for the year of disposition, and be entitled to deduct one half of any such capital loss (allowable capital loss) against taxable capital gains included in the Non- resident Holder's taxable income earned in Canada for the year of disposition and, to the extent not so deductible, against such taxable capital gains realized in any of the three preceding taxation years or any subsequent taxation year, to the extent and in the circumstances set out in the Tax Act.

Dissenting Non-Resident Holders

The discussion above applicable to Resident Holders under the heading "*Holders Resident in Canada – Dissenting Ares Shareholders*" will generally also apply to a Non-resident Holder who validly exercises Dissent Rights in respect of the Arrangement. The Non-resident Holder generally will be subject to Canadian federal income tax in respect of any deemed taxable dividend or capital gain or loss arising as a consequence of the exercise of Dissent Rights as discussed above under the headings "*Holders Not Resident in Canada – Taxation of Dividends*" and "*Holders Not Resident in Canada – Taxation of Capital Gains and Capital Losses*" respectively.

CERTAIN UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following discussion summarizes certain material U.S. federal income tax consequences to a U.S. Holder (as defined below), as defined below, of the Arrangement and the ownership and disposition of New Ares Shares and Enyo Spinout Shares received in the Arrangement. This summary does not address the U.S. federal income tax consequences to holders of Ares Options or Ares Warrants regarding the Arrangement or the adjustment to such Ares Options and Ares Warrants to allow the holders thereof to acquire, upon exercise, New Ares Shares and Enyo Shares.

This summary is based on the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), Treasury regulations promulgated under the Code ("**Treasury Regulations**"), administrative pronouncements, rulings or practices, and judicial decisions, all as of the date of this Circular. Future legislative, judicial, or administrative modifications, revocations, or interpretations, which may or may not be retroactive, may result in U.S. federal income tax consequences significantly different from those discussed in this Circular. No legal opinion from U.S. legal counsel has been or will be sought or obtained regarding the U.S. federal income tax consequences of the Arrangement. In addition, this summary is not binding on the U.S. Internal Revenue Service (the "**IRS**"), and no ruling has been or will be sought or obtained from the IRS with respect to any of the U.S. federal income tax consequences discussed in this Circular. There can be no assurance that the IRS will not challenge any of the conclusions described in this Circular or that a U.S. court will not sustain such a challenge.

This summary is for general informational purposes only and does not address all possible U.S. federal tax issues that could apply with respect to the Arrangement. This summary does not take into account the facts unique to any particular U.S. Holder that could impact its U.S. federal income tax consequences with respect to the Arrangement. This discussion is not, and should not be, construed as legal or tax advice to a U.S. Holder. Except as provided below, this summary does not address tax reporting requirements. Each U.S. Holder should consult its own tax advisors regarding the U.S. federal income, the Medicare contribution tax on certain net investment income, the alternative minimum, U.S. state and local, and non-U.S. tax consequences of the Arrangement and the ownership and disposition of Ares Shares, New Ares Shares, or Enyo Spinout Shares.

This summary does not address the U.S. federal income tax consequences to U.S. Holders subject to special rules, including, but not limited to, U.S. Holders that: (i) are banks, financial institutions, or insurance companies; (ii) are regulated investment companies or real estate investment trusts; (iii) are brokers, dealers, or traders in securities or currencies; (iv) are tax-exempt organizations; (v) hold Ares Shares (or after the Arrangement, New Ares Shares or Enyo Spinout Shares) as part of hedges, straddles, constructive sales, conversion transactions, or other integrated investments; (vi) except as specifically provided below, acquire Ares Shares (or after the Arrangement, New Ares Shares or Enyo Spinout Shares) as compensation for services or through the exercise or cancellation of employee stock options or warrants; (vii) have a functional currency other than the U.S. dollar; (viii) own or have owned

directly, indirectly, or constructively 10% or more of the voting power of all outstanding shares of Ares (and after the Arrangement, Ares and Enyo); (ix) are U.S. expatriates; (x) are subject to special tax accounting rules as a result of any item of gross income with respect to Ares Shares (and after the Arrangement, New Ares Shares or Enyo Spinout Shares) being taken into account in an applicable financial statement; (xi) are subject to the alternative minimum tax; (xii) are deemed to sell Ares Shares (or after the Arrangement, New Ares Shares or Enyo Spinout Shares) under the constructive sale provisions of the Code; or (xiii) own or will own Ares Shares, New Ares Shares and/or Enyo Spinout Shares that it acquired at different times or at different market prices or that otherwise have different per share cost bases or holding periods for U.S. tax purposes. In addition, this discussion does not address U.S. federal tax laws other than those pertaining to U.S. federal income tax (such as U.S. federal estate or gift tax and the Medicare contribution tax on certain net investment income), nor does it address any aspects of U.S. state, local or non-U.S. taxes. U.S. Holders that are subject to special provisions under the Code, including U.S. Holders described immediately above, should consult their own tax advisors regarding the U.S. federal income tax consequences of the Arrangement and the ownership and disposition of New Ares Shares and Enyo Spinout Shares.

For the purposes of this summary, "**U.S. Holder**" means a beneficial owner of Ares Shares, Enyo Spinout Shares or New Ares Shares (as applicable) that is: (i) an individual who is a citizen or resident of the U.S. for U.S. federal income tax purposes; (ii) a corporation (or other entity taxable as a corporation for U.S. federal income tax purposes) created or organized under the laws of the U.S., any U.S. state, or the District of Columbia; (iii) an estate, the income of which is subject to U.S. federal income tax regardless of its source; or (iv) a trust that (a) is subject to the primary jurisdiction of a court within the U.S. and for which one or more U.S. persons have authority to control all substantial decisions or (b) has a valid election in effect under applicable Treasury Regulations to be treated as a U.S. person.

If a pass-through entity, including a partnership or other entity taxable as a partnership for U.S. federal income tax purposes, holds Ares Shares, New Ares Shares or Enyo Spinout Shares, the U.S. federal income tax treatment of an owner or partner generally will depend on the status of such owner or partner and on the activities of the pass-through entity. This summary does not address any U.S. federal income tax consequences to such owners or partners of a partnership or other entity taxable as a partnership for U.S. federal income tax purposes holding Ares Shares, New Ares Shares or Enyo Spinout Shares and such persons are urged to consult their own tax advisors.

For purposes of this summary, "non-U.S. Holder" means a beneficial owner of Ares Shares, New Ares Shares or Enyo Spinout Shares (as applicable) other than a U.S. Holder. This summary does not address the U.S. federal income tax consequences of the Arrangement to non-U.S. Holders. Accordingly, non-U.S. Holders should consult their own tax advisors regarding the U.S. federal income, other U.S. federal, U.S. state and local, and non-

U.S. tax consequences (including the potential application and operation of any income tax treaties) of the Arrangement.

This summary assumes that the Ares Shares, New Ares Shares and Enyo Spinout Shares are or will be held as capital assets (generally, property held for investment), within the meaning of the Code, in the hands of a U.S. Holder at all relevant times.

U.S. Federal Income Tax Consequences of the Arrangement

The Arrangement will be effected under applicable provisions of Canadian corporate law, which are technically different from analogous provisions of U.S. corporate law. Accordingly, the U.S. federal income tax consequences of certain aspects of the Arrangement are not certain. Nonetheless, Ares believes, and the following discussion assumes, that (a) the renaming and redesignation of the Ares Shares as Ares Class A Shares and (b) the exchange by the Ares Shareholders of the Ares Class A Shares for New Ares Shares and Enyo Spinout Shares, taken together, will properly be treated for U.S. federal income tax purposes, under the step- transaction doctrine or otherwise, as (i) a tax-deferred exchange by the Ares Shareholders of their Ares Shares for New Ares Shares, either under Section 1036 or Section 368(a)(l)(E) of the Code, combined with (ii) a distribution of the Enyo Spinout Shares to the Ares Shareholders under Section 301 of the Code. In addition, except as discussed below, a U.S. Holder should have the

same basis and holding period in his, her or its New Ares Shares as such U.S. Holder had in its Ares Shares immediately prior to the Arrangement.

There can be no assurance that the IRS will not challenge the U.S. federal income tax treatment of the Arrangement or that, if challenged, a U.S. court would not agree with the IRS. Each U.S. Holder should consult its own tax advisors regarding the proper treatment of the Arrangement for U.S. federal income tax purposes.

Reporting Requirements for Significant Holders

Assuming that the Arrangement qualifies as a reorganization within the meaning of Section 368(a)(1)(E) of the Code, U.S. Holders that are "significant holders" within the meaning of Treasury Regulations Section l.368-3(c) are required to report certain information to the IRS on their U.S. federal income tax returns for the taxable year in which the Arrangement occurs and all such U.S. Holders must retain certain records related to the Arrangement. Each U.S. Holder should consult its own tax advisors regarding its information reporting and record retention responsibilities in connection with the Arrangement.

Receipt of Enyo Spinout Shares pursuant to the Arrangement

Subject to the "passive foreign investment company" ("**PFIC**") rules discussed below under *"Potential Application of the PFIC Rules"*, a U.S. Holder that receives Enyo Spinout Shares pursuant to the Arrangement will be treated as receiving a distribution of property in an amount equal to the fair market value of the Enyo Spinout Shares received on the distribution date (without reduction for any Canadian income or other tax withheld from such distribution). Such distribution would be taxable to the U.S. Holder as a dividend to the extent of Ares's current and accumulated earnings and profits as determined under U.S. federal income tax principles. To the extent the fair market value of the Enyo Spinout Shares distributed exceeds Ares's adjusted tax basis in such shares (as calculated for U.S. federal income tax purposes), the Arrangement can be expected to generate additional earnings and profits for Ares in an amount equal to the extent the fair market value of the Enyo Spinout Shares distributed by Ares exceeds Ares's adjusted tax basis in those shares for U.S. income tax purposes. Any such dividend generally will not be eligible for the "dividends received deduction" in the case of U.S. Holders that are corporations. To the extent that the fair market value of the Enyo Spinout Shares exceeds the current and accumulated earnings and profits of Ares, the distribution of the Enyo Spinout Shares pursuant to the Arrangement will be treated first as a non-taxable return of capital to the extent of a U.S. Holder's tax basis in the Ares Shares, with any remaining amount being taxed as a capital gain. Preferential tax rates apply to long-term capital gains of a U.S. Holder that is an individual, estate, or trust. There are currently no preferential tax rates for long-term capital gains of a U.S. Holder that is a corporation.

A dividend paid by Ares to a U.S. Holder who is an individual, estate or trust generally will be taxed at the preferential tax rates applicable to long-term capital gains if Ares is a '"qualified foreign corporation" ("**QFC**") and certain holding period and other requirements for the Ares Shares are met. Ares generally will be a QFC as defined under Section 1(h)(11) of the Code if Ares is eligible for the benefits of the Treaty or its shares are readily tradable on an established securities market in the U.S. However, even if Ares satisfies one or more of these requirements, Ares will not be treated as a QFC if Ares is a PFIC (as defined below) for the tax year during which it pays a dividend or for the preceding tax year. See the section below under the heading *"Potential Application of the PFIC Rules."*

If a U.S. Holder is not eligible for the preferential tax rates discussed above, a dividend paid by Ares to a U.S. Holder generally will be taxed at ordinary income tax rates (rather than the preferential tax rates applicable to long- term capital gains). The dividend rules are complex, and each U.S. Holder should consult its own tax advisors regarding the application of such rules.

Dissenting U.S. Holders

Subject to the PFIC rules discussed below under *"Potential Application of the PFIC Rules",* a U.S. Holder that exercises Dissent Rights in connection with the Arrangement (a "**Dissenting U.S. Holder**") and receives cash for such U.S. Holder's Ares Shares generally will recognize gain or loss in an amount equal to the difference, if any, between (a)

the amount of cash received by such U.S. Holder in exchange for the Ares Shares (other than amounts, if any, that are or are deemed to be interest for U.S. federal income tax purposes, which amounts will be taxed as ordinary income) and (b) the adjusted tax basis of such U.S. Holder in the Ares Shares surrendered, provided such U.S. Holder does not actually or constructively own any New Ares Shares after the Arrangement. Such gain or loss generally will be capital gain or loss, which will be long-term capital gain or loss if the Ares Shares are held for more than one year. Preferential tax rates apply to long-term capital gains of a U.S. Holder that is an individual, estate, or trust. There are currently no preferential tax rates for long-term capital gains of a U.S. Holder that is a corporation. Deductions for capital losses are subject to complex limitations under the Code.

If a U.S. Holder that exercises Dissent Rights in connection with the Arrangement and receives cash for such U.S. Holder's Ares Shares actually or constructively owns New Ares Shares after the Arrangement, all or a portion of the cash received by such U.S. Holder may be taxable as a distribution under the same rules as discussed under *"Receipt of Enyo Spinout Shares pursuant to the Arrangement"* above.

Potential Application of the PFIC Rules

The tax considerations of the Arrangement to a particular U.S. Holder will depend on whether Ares was a PFIC during any year in which a U.S. Holder owned Ares Shares. In general, a foreign corporation is a PFIC for any taxable year in which either (i) 75% or more of the foreign corporation's gross income is passive income, or (ii) 50% or more of the average quarterly value of the foreign corporation's assets produced are held for the production of passive income. Passive income includes, for example, dividends, interest, certain rents and royalties, certain gains from the sale of stock and securities, and certain gains from commodities transactions. Passive income does not include gains from the sale of commodities that arise in the active conduct of a commodities business by a non-U.S. corporation, provided that certain other requirements are satisfied. In determining whether or not it is classified as a PFIC, a foreign corporation is required to take into account its pro rata portion of the income and assets of each corporation in which it owns, directly or indirectly, at least a 25% interest by value.

The determination of PFIC status is inherently factual and generally cannot be determined until the close of the taxable year in question. Additionally, the analysis depends, in part, on the application of complex U.S. federal income tax rules, which are subject to differing interpretations. U.S. Holders are urged to consult their own U.S. tax advisors regarding the application of the PFIC rules to the Arrangement. Certain subsidiaries and other entities in which a PFIC has a direct or indirect interest could also be PFICs with respect to a U.S. person owning an interest in the first- mentioned PFIC. Ares has not made a determination regarding its PFIC status for any taxable year, including the current taxable year. Although there can be no assurance as to whether Ares will or will not be treated as a PFIC during the current taxable year or any prior or future taxable year, and no legal opinion of counsel or ruling from the IRS concerning the status of Ares as a PFIC has been obtained or is currently planned to or will be requested, U.S. Holders should be aware that Ares may be treated as a PFIC for U.S. federal income tax purposes for its prior, current and future taxable years. U.S. Holders should consult their own tax advisors regarding the PFIC status of Ares.

If Ares is a PFIC or was a PFIC at any time during a U.S. Holder's holding period for his, her or its Ares Shares, the effect of the PFIC rules on a U.S. Holder receiving Enyo Spinout Shares pursuant to the Arrangement will depend on whether such U.S. Holder has made a timely and effective election to treat Ares as a qualified electing fund (a "**QEF**") under Section 1295 of the Code (a "**QEF Election**") or has made a mark-to-market election with respect to its Ares Shares under Section 1296 of the Code (a "**Mark-to-Market Election**"). In this summary, a U.S. Holder that has made a timely QEF Election or Mark-to-Market Election with respect to its Ares Shares is referred to as an "**Electing Ares Shareholder**" and a U.S. Holder that has not made a timely QEF Election or a Mark-to-Market Election with respect to its Ares Shares is referred to as a "**Non-Electing Ares Shareholder**". For a description of the QEF Election and Mark-to-Market Election, U.S. Holders should consult the discussion below under *"U.S. Federal Income Tax Consequences Related to the Ownership and Disposition of Enyo Spinout Shares and New Ares Shares – Passive Foreign Investment Company Rules – QEF Election"* and "*– Mark-to-Market Election".*

An Electing Ares Shareholder generally would not be subject to the default rules of Section 1291 of the Code discussed below upon the receipt of the Enyo Spinout Shares pursuant to the Arrangement. Instead, the Electing

Ares Shareholder generally would be subject to the rules described below under *"U.S. Federal Income Tax Consequences Related to the Ownership and Disposition of Enyo Spinout Shares and New Ares Shares – Passive Foreign Investment Company Rules – QEF Election"* and *"– Mark-to-Market Election".*

With respect to a Non-Electing Ares Shareholder, if Ares is a PFIC or was a PFIC at any time during a U.S. Holder's holding period for his, her or its Ares Shares, the default rules under Section 1291 of the Code will apply to gain recognized on any disposition of Ares Shares and to "excess distributions" from Ares (generally, distributions received in the current taxable year that are in excess of 125% of the average distributions received during the three preceding years (or during the U.S. Holder's holding period for the Ares Shares, if shorter)). Under Section 1291 of the Code, any such gain recognized on the sale or other disposition of Ares Shares and any excess distribution must be ratably allocated to each day in a Non-Electing Ares Shareholder's holding period for the Ares Shares. The amount of any such gain or excess distribution allocated to the tax year of disposition or receipt of the excess distribution and to years before Ares became a PFIC, if any, would be taxed as ordinary income. The amounts allocated to any other tax year would be subject to U.S. federal income tax at the highest tax rate applicable to ordinary income in each such prior year without regard to the Non-Electing Ares Shareholder's U.S. federal income tax net operating losses or other attributes and an interest charge would be imposed on the tax liability for each such year, calculated as if such tax liability had been due in each such prior year. Such Non-Electing Ares Shareholders that are not corporations must treat any such interest paid as "personal interest," which is not deductible.

If the distribution of the Enyo Spinout Shares pursuant to the Arrangement constitutes an "excess distribution" or results in the recognition of capital gain as described above under *"Receipt of Enyo Spinout Shares pursuant to the Arrangement"* with respect to a Non-Electing Ares Shareholder, such Non-Electing Ares Shareholder will be subject to the rules of Section 1291 of the Code discussed above upon the receipt of the Enyo Spinout Shares. In addition, the distribution of the Enyo Spinout Shares pursuant to the Arrangement may be treated, under proposed Treasury Regulations, as the "indirect disposition" by a Non-Electing Ares Shareholder of such Non-Electing Ares Shareholder's indirect interest in Enyo, which generally would be subject to the rules of Section 1291 of the Code discussed above.

U.S. Federal Income Tax Consequences Related to the Ownership and Disposition of Enyo Spinout Shares and New Ares Shares

If the Arrangement is approved by Ares Shareholders, each Ares Shareholder will ultimately receive 0.1 of an Enyo Spinout Share and one New Ares Share for each Ares Share held by such Ares Shareholder. If the Arrangement is not approved by the Ares Shareholders, each Ares Shareholder shall retain his, her or its Ares Shares. The U.S. federal income tax consequences to a U.S. Holder related to the ownership and disposition of Enyo Spinout Shares or New Ares Shares, as the case may be, will generally be the same and are described below.

In General

The following discussion is subject to the rules described below under the heading *"Passive Foreign Investment Company Rules."*

Distributions

A U.S. Holder that receives a distribution, including a constructive distribution, with respect to an Enyo Spinout Share or New Ares Share will be required to include the amount of such distribution in gross income as a dividend (without reduction for any Canadian income tax withheld from such distribution) to the extent of the current or accumulated "earnings and profits" of the distributing company, as computed for U.S. federal income tax purposes. A dividend generally will be taxed to a U.S. Holder at ordinary income tax rates if the distributing company is a PFIC. To the extent that a distribution exceeds the current and accumulated "earnings and profits" of the distributing company, such distribution will be treated first as a tax-free return of capital to the extent of a U.S. Holder's tax basis in the shares of the distributing company and thereafter as gain from the sale or exchange of such shares. See the discussion below under the heading *"Sale or Other Taxable Disposition of Shares."* However, the distributing company may not maintain the calculations of earnings and profits in accordance with U.S. federal income tax

principles, and each U.S. Holder should therefore assume that any distribution with respect to the Enyo Spinout Shares or New Ares Shares will constitute ordinary dividend income. Dividends received on Enyo Spinout Shares or New Ares Shares generally will not be eligible for the "dividends received deduction." In addition, distributions from Enyo or Ares (either on New Ares Shares or Enyo Spinout Shares) will not constitute qualified dividend income eligible for the preferential tax rates applicable to long-term capital gains if the distributing company were a PFIC either in the year of the distribution or in the immediately preceding year, or if the distributing company is not eligible for the benefits of the Treaty and its shares are not readily tradable on an established securities market in the U.S. The dividend rules are complex, and each U.S. Holder should consult its own tax adviser regarding the application of such rules.

Sale or Other Taxable Disposition of Shares

Upon the sale or other taxable disposition of Enyo Spinout Shares or New Ares Shares, a U.S. Holder generally will recognize capital gain or loss in an amount equal to the difference between the U.S. dollar value of cash received plus the fair market value of any property received and such U.S. Holder's adjusted tax basis in such shares sold or otherwise disposed of. A U.S. Holder's tax basis in Enyo Spinout Shares or New Ares Shares generally will be such holder's U.S. dollar cost for such shares. Gain or loss recognized on such sale or other disposition generally will be long-term capital gain or loss if, at the time of the sale or other disposition, the shares have been held for more than one year.

Preferential tax rates apply to long-term capital gain of a U.S. Holder that is an individual, estate, or trust. There are currently no preferential tax rates for long-term capital gain of a U.S. Holder that is a corporation. Deductions for capital losses are subject to significant limitations under the Code.

Passive Foreign Investment Company Rules

If Enyo or Ares were to constitute a PFIC under the meaning of Section 1297 of the Code (as described above under *"US Federal Income Tax Consequences of the Arrangement - Receipt of Enyo Spinout Shares pursuant to the Arrangement")* for any year during a U.S. Holder's holding period, then certain potentially adverse rules will affect the U.S. federal income tax consequences to such U.S. Holder resulting from the acquisition, ownership and disposition of Enyo Spinout Shares or New Ares Shares, as applicable. Ares has not made a determination regarding its PFIC status for any taxable year, including the current taxable year. Ares has also not made a determination regarding whether Enyo should be a PFIC for its initial tax year or whether it may be a PFIC in future tax years. The determination of whether any corporation was, or will be, a PFIC for a tax year depends, in part, on the application of complex U.S. federal income tax rules, which are subject to differing interpretations. In addition, whether any corporation will be a PFIC for any tax year depends on the assets and income of such corporation over the course of each such tax year and, as a result, cannot be predicted with certainty as of the date of this Circular. Accordingly, there can be no assurance that the IRS will not challenge whether Ares (or a Subsidiary PFIC as defined below) was a PFIC in a prior year or whether Enyo or Ares is a PFIC in the current or future years. Each U.S. Holder should consult its own tax advisors regarding the PFIC status of Enyo, Ares and any of their Subsidiary PFICs. Neither Enyo nor Ares currently intend to provide information to its shareholders concerning whether it is a PFIC for the current or future tax years.

Each U.S. Holder generally must file an IRS Form 8621 reporting distributions received and gain realized with respect to each PFIC in which the U.S. Holder holds a direct or indirect interest. In addition, subject to certain rules intended to avoid duplicative filings, U.S. Holders generally must file an annual information return on IRS Form 8621 with respect to each PFIC in which the U.S. Holder holds a direct or indirect interest. Each U.S. Holder should consult its own tax advisors regarding these and any other applicable information or other reporting requirements.

Under certain attribution rules, if either Enyo of Ares is a PFIC, U.S. Holders will generally be deemed to own their proportionate share of its direct or indirect equity interest in any subsidiary that is also a PFIC (a "**Subsidiary PFIC**"), and will be subject to U.S. federal income tax on any indirect gain realized on the stock of a Subsidiary PFIC on the sale of the Enyo Spinout Shares or New Ares Shares, as applicable, and their proportionate share of (a) any excess

distributions on the stock of a Subsidiary PFIC and (b) a disposition or deemed disposition of the stock of a Subsidiary PFIC by Enyo or Ares or another Subsidiary PFIC, both as if such U.S. Holders directly held the shares of such Subsidiary PFIC. Accordingly, U.S. Holders should be aware that they could be subject to tax even if no distributions are received and no redemptions or other dispositions of Enyo Spinout Shares or New Ares Shares are made.

Default PFIC Rules Under Section 1291 of the Code

If either Enyo or Ares is a PFIC for any tax year during which a U.S. Holder owns Enyo Spinout Shares or New Ares Shares, as applicable, the U.S. federal income tax consequences to such U.S. Holder of the acquisition, ownership, and disposition of such shares will depend on whether and when such U.S. Holder makes a QEF Election to treat Enyo or Ares, as applicable, and each Subsidiary PFIC, if any, as a QEF under Section 1295 of the Code or makes a Mark-to-Market Election under Section 1296 of the Code. A U.S. Holder that does not make either a timely QEF Election or a Mark-to-Market Election with respect to its Enyo Spinout Shares or New Ares Shares, as applicable, will be referred to in this summary as a "**Non-Electing Shareholder**".

A Non-Electing Shareholder will be subject to the rules of Section 1291 of the Code (described below) with respect to (a) any gain recognized on the sale or other taxable disposition of Enyo Spinout Shares or New Ares Shares, as applicable, and (b) any excess distribution received on the Enyo Spinout Shares or New Ares Shares, as applicable. A distribution generally will be an "excess distribution" to the extent that such distribution (together with all other distributions received in the current tax year) exceeds 125% of the average distributions received during the three preceding tax years (or during a U.S. Holder's holding period for the applicable shares, if shorter).

Under Section 1291 of the Code, any gain recognized on the sale or other taxable disposition of Enyo Spinout Shares or New Ares Shares, as applicable, (including an indirect disposition of the stock of any Subsidiary PFIC), and any "excess distribution" received on such shares, must be ratably allocated to each day in a Non-Electing Shareholder's holding period for the respective shares. The amount of any such gain or excess distribution allocated to the tax year of disposition or distribution of the excess distribution and to years before the entity became a PFIC, if any, would be taxed as ordinary income. The amounts allocated to any other tax year would be subject to U.S. federal income tax at the highest tax rate applicable to ordinary income in each such year without regard to the shareholder's net operating losses or other U.S. federal income tax attributes, and an interest charge would be imposed on the tax liability for each such year, calculated as if such tax liability had been due in each such year. A Non-Electing Shareholder that is not a corporation must treat any such interest paid as "personal interest," which is not deductible.

If either Enyo or Ares is a PFIC for any tax year during which a Non-Electing Shareholder holds Enyo Spinout Shares or New Ares Shares, as applicable, the applicable company will continue to be treated as a PFIC with respect to such Non-Electing Shareholder, regardless of whether that company ceases to be a PFIC in one or more subsequent tax years. A Non-Electing Shareholder may terminate this deemed PFIC status by electing to recognize gain (which will be taxed under the rules of Section 1291 of the Code discussed above), but not loss, as if such shares were sold on the last day of the last tax year for which the applicable company was a PFIC.

QEF Election

A U.S. Holder that makes a timely and effective QEF Election for the first tax year in which its holding period of its Enyo Spinout Shares or New Ares Shares, as applicable, begins generally will not be subject to the rules of Section 1291 of the Code discussed above with respect to those shares. A U.S. Holder that makes a timely and effective QEF Election will be subject to U.S. federal income tax on such U.S. Holder's pro rata share of (a) the net capital gain of Enyo or Ares, as applicable, which will be taxed as long-term capital gain to such U.S. Holder, and (b) the ordinary earnings of Enyo or Ares, as applicable, which will be taxed as ordinary income to such U.S. Holder. Generally, "net capital gain" is the excess of (a) net long-term capital gain over (b) net short- term capital loss, and "ordinary earnings" are the excess of (a) "earnings and profits" over (b) net capital gain. A U.S. Holder that makes a QEF Election will be subject to U.S. federal income tax on such amounts for each tax year in which Enyo or Ares, as applicable, is a PFIC, regardless of whether such amounts are actually distributed to such U.S. Holder. However, for any tax year

in which Enyo or Ares, as applicable, is a PFIC and has no net income or gain as determined for U.S. income tax purposes, U.S. Holders that have made a QEF Election would not have any income inclusions as a result of the QEF Election. If a U.S. Holder that made a QEF Election has an income inclusion, such a U.S. Holder may, subject to certain limitations, elect to defer payment of current U.S. federal income tax on such amounts, subject to an interest charge. If such U.S. Holder is not a corporation, any such interest paid will be treated as "personal interest," which is not deductible.

A U.S. Holder that makes a timely and effective QEF Election with respect to Enyo or Ares, as applicable, generally (a) may receive a tax-free distribution from the applicable company to the extent that such distribution represents "earnings and profits" of the distributing company that were previously included in income by the U.S. Holder because of such QEF Election and (b) will adjust such U.S. Holder's tax basis in the shares of the applicable company to reflect the amount included in income or allowed as a tax-free distribution because of such QEF Election. In addition, a U.S. Holder that makes a QEF Election generally will recognize capital gain or loss on the sale or other taxable disposition of Enyo Spinout Shares or New Ares Shares, as applicable.

The procedure for making a QEF Election, and the U.S. federal income tax consequences of making a QEF Election, will depend on whether such QEF Election is timely. A QEF Election will be treated as "timely" if such QEF Election is made for the first year in the U.S. Holder's holding period for the Enyo Shares or New Ares Shares in which Enyo or Ares, as applicable, was a PFIC. A U.S. Holder may make a timely QEF Election by filing the appropriate QEF Election documents at the time such U.S. Holder files a U.S. federal income tax return for such year. If a U.S. Holder does not make a timely and effective QEF Election for the first year in the U.S. Holder's holding period for the Enyo Shares or New Ares Shares, the U.S. Holder may still be able to make a timely and effective QEF Election in a subsequent year if such U.S. Holder meets certain requirements and makes a "purging" election to recognize gain (which will be taxed under the rules of Section 1291 of the Code discussed above) as if such shares were sold for their fair market value on the day the QEF Election is effective. If a U.S. Holder owns PFIC stock indirectly through another PFIC, separate QEF Elections must be made for the PFIC in which the U.S. Holder is a direct shareholder and the Subsidiary PFIC in order for the QEF rules to apply to both PFICs.

A QEF Election will apply to the tax year for which such QEF Election is timely made and to all subsequent tax years, unless such QEF Election is invalidated or terminated or the IRS consents to revocation of such QEF Election. If a U.S. Holder makes a QEF Election and, in a subsequent tax year, Enyo or Ares ceases to be a PFIC, the QEF Election will remain in effect (although it will not be applicable) during those tax years in which Enyo or Ares, as applicable, is not a PFIC. Accordingly, if Enyo or Ares becomes a PFIC in another subsequent tax year, the QEF Election will be effective and the U.S. Holder will be subject to the QEF rules described above during any subsequent tax year in which Enyo or Ares, as applicable, qualifies as a PFIC.

U.S. Holders should be aware that there can be no assurances that Enyo or Ares will satisfy the record keeping requirements that apply to a QEF for the current or future years, or that Enyo or Ares will supply U.S. Holders with information that such U.S. Holders require to report under the QEF rules, in the event that Enyo or Ares is a PFIC. Neither Enyo nor Ares commits to provide information to its shareholders that would be necessary to make a QEF Election with respect to Enyo or Ares for any year in which it is a PFIC. Thus, U.S. Holders may not be able to make a QEF Election with respect to their Enyo Spinout Shares or New Ares Shares (or with respect to any Subsidiary PFIC). Each U.S. Holder should consult its own tax advisors regarding the availability of, and procedure for making, a QEF Election.

A U.S. Holder makes a QEF Election by attaching a completed IRS Form 8621, including a PFIC Annual Information Statement, to a timely filed United States federal income tax return. However, if Enyo or Ares does not provide the required information with regard to Enyo, Ares or any of their Subsidiary PFICs, U.S. Holders will not be able to make a QEF Election for such entity and will continue to be subject to the rules discussed above that apply to Non-Electing Shareholders with respect to the taxation of gains and excess distributions.

Mark-to-Market Election

A U.S. Holder may make a Mark-to-Market Election only if the Enyo Spinout Shares or New Ares Shares, as applicable, are marketable stock. These shares generally will be "marketable stock" if they are regularly traded on: (i) a national securities exchange that is registered with the Securities and Exchange Commission; (ii) the national market system established pursuant to section 11A of the Securities and Exchange Act of 1934; or (iii) a foreign securities exchange that is regulated or supervised by a governmental authority of the country in which the market is located, provided that: (i) such foreign exchange has trading volume, listing, financial disclosure, and surveillance requirements, and meets other requirements and the laws of the country in which such foreign exchange is located, and together with the rules of such foreign exchange, ensure that such requirements are actually enforced; and (ii) the rules of such foreign exchange effectively promote active trading of listed stocks. If such stock is traded on such a qualified exchange or other market, such stock generally will be "regularly traded" for any calendar year during which such stock is traded, other than in de minimis quantities, on at least 15 days during each calendar quarter. There is no assurance that the Enyo Spinout Shares or New Ares Shares will be marketable stock for this purpose.

A U.S. Holder that makes a Mark-to-Market Election with respect to its Enyo Spinout Shares or New Ares Shares generally will not be subject to the rules of Section 1291 of the Code discussed above with respect to such shares. However, if a U.S. Holder does not make a Mark-to-Market Election beginning in the first tax year of such U.S. Holder's holding period for such shares or such U.S. Holder has not made a timely QEF Election, the rules of Section 1291 of the Code discussed above will apply to certain dispositions of, and distributions on, those shares.

A U.S. Holder that makes a Mark-to-Market Election with respect to Enyo Spinout Shares or New Ares Shares will include in ordinary income, for each tax year in which Enyo or Ares, as applicable, is a PFIC, an amount equal to the excess, if any, of (a) the fair market value of the applicable shares, as of the close of such tax year over (b) such U.S. Holder's tax basis in such shares. A U.S. Holder that makes a Mark-to-Market Election will be allowed a deduction in an amount equal to the excess, if any, of (a) such U.S. Holder's adjusted tax basis in the applicable shares, over (b) the fair market value of such shares (but only to the extent of the net amount of previously included income as a result of the Mark-to-Market Election for prior tax years).

A U.S. Holder that makes a Mark-to-Market Election with respect to Enyo Spinout Shares or New Ares Shares generally also will adjust such U.S. Holder's tax basis in the applicable shares to reflect the amount included in gross income or allowed as a deduction because of such Mark-to-Market Election. In addition, upon a sale or other taxable disposition of such shares, a U.S. Holder that makes a Mark-to-Market Election will recognize ordinary income or ordinary loss (not to exceed the excess, if any, of (a) the amount included in ordinary income because of such Mark-to-Market Election for prior tax years over (b) the amount allowed as a deduction because of such Mark-to-Market Election for prior tax years). Losses that exceed this limitation are subject to the rules generally applicable to losses provided in the Code and Treasury Regulations.

A Mark-to-Market Election applies to the tax year in which such Mark-to-Market Election is made and to each subsequent tax year, unless the Enyo Spinout Shares or New Ares Shares, as applicable, cease to be "marketable stock" or the IRS consents to revocation of such election. Each U.S. Holder should consult its own tax advisors regarding the availability of, and procedure for making, a Mark-to-Market Election.

Although a U.S. Holder may be eligible to make a Mark-to-Market Election with respect to the Enyo Spinout Shares or New Ares Shares, no such election may be made with respect to the stock of any Subsidiary PFIC that a U.S. Holder is treated as owning, because such stock is not marketable. Hence, the Mark-to-Market Election will not be effective to eliminate the application of the default rules of Section 1291 of the Code described above with respect to deemed dispositions of Subsidiary PFIC stock or distributions from a Subsidiary PFIC.

Other PFIC Rules

Under Section 1291(f) of the Code, the IRS has issued proposed Treasury Regulations that, subject to certain exceptions, would cause a U.S. Holder that had not made a timely QEF Election to recognize gain (but not loss) upon

certain transfers of Enyo Spinout Shares or New Ares Shares that would otherwise be tax- deferred (e.g., gifts and exchanges pursuant to corporate reorganizations). However, the specific U.S. federal income tax consequences to a U.S. Holder may vary based on the manner in which such shares are transferred.

Certain additional adverse rules may apply with respect to a U.S. Holder if Enyo or Ares is a PFIC, regardless of whether such U.S. Holder makes a QEF Election. For example, under Section 1298(b)(6) of the Code, a U.S. Holder that uses Enyo Spinout Shares or New Ares Shares as security for a loan will, except as may be provided in Treasury Regulations, be treated as having made a taxable disposition of such shares.

Special rules also apply to the amount of foreign tax credit that a U.S. Holder may claim on a distribution from a PFIC. Subject to such special rules, foreign taxes paid with respect to any distribution in respect of stock in a PFIC are generally eligible for the foreign tax credit. The rules relating to distributions by a PFIC and their eligibility for the foreign tax credit are complicated, and a U.S. Holder should consult with its own tax adviser regarding the availability of the foreign tax credit with respect to distributions by a PFIC.

The PFIC rules are complex, and each U.S. Holder should consult with its own tax advisors regarding the PFIC rules and how the PFIC rules may affect the U.S. federal income tax consequences of the acquisition, ownership, and disposition of Enyo Spinout Shares or New Ares Shares.

Additional Considerations

Foreign Tax Credit

Subject to the PFIC rules discussed above, a U.S. Holder that pays (whether directly or through withholding) Canadian income tax in connection with the Arrangement or in connection with the ownership or disposition of Enyo Spinout Shares or New Ares Shares may elect to deduct or credit such Canadian income tax paid. Generally, a credit will reduce a U.S. Holder's U.S. federal income tax liability on a dollar-for-dollar basis, whereas a deduction will reduce a U.S. Holder's income subject to U.S. federal income tax. This election is made on a year-by-year basis and applies to all foreign taxes paid (whether directly or through withholding) by a U.S. Holder during a tax year. The foreign tax credit rules are complex and involve the application of rules that depend on a U.S. Holder's particular circumstances. Each U.S. Holder should consult its own U.S. tax advisors regarding the foreign tax credit rules.

Receipt of Foreign Currency

The U.S. dollar value of any cash payment in Canadian dollars to a U.S. Holder will be translated into U.S. dollars calculated by reference to the exchange rate prevailing on the date of actual or constructive receipt of the dividend, regardless of whether the Canadian dollars are converted into U.S. dollars at that time. A U.S. Holder will generally have a tax basis in the Canadian dollars equal to its U.S. dollar value on the date of receipt. Any U.S. Holder who receives payment in Canadian dollars and converts or disposes of the Canadian dollars after the date of receipt may have a foreign currency exchange gain or loss that would be treated as ordinary income or loss, which generally will be U.S. source income or loss for foreign tax credit purposes. Different rules apply to U.S. Holders who use the accrual method of tax accounting.

Each U.S. Holder should consult its own U.S. tax advisors regarding the U.S. federal income tax consequences of receiving, owning, and disposing of Canadian dollars.

Information Reporting and Backup Withholding Tax

Under U.S. federal income tax law and Treasury Regulations, certain categories of U.S. Holders must file information returns with respect to their investment in, or involvement in, a foreign corporation. For example, Section 6038D of the Code generally imposes U.S. return disclosure obligations (and related penalties) on individuals who are U.S. Holders that hold certain specified foreign financial assets in excess of certain thresholds. The definition of specified foreign financial assets includes not only financial accounts maintained in foreign financial institutions, but also,

unless held in accounts maintained by a financial institution, any stock or security issued by a non-U.S. person, any financial instrument or contract held for investment that has an issuer or counterparty other than a U.S. person and any interest in a foreign entity. U.S. Holders may be subject to these reporting requirements unless their shares are held in an account at a domestic financial institution. A U.S. Holder's disclosure of foreign financial assets pursuant to Section 6038D of the Code should be made on IRS Form 8938. Penalties for failure to file certain of these information returns are substantial. U.S. Holders should consult with their own tax advisers regarding the requirements of filing information returns under these rules, including the requirement to file an IRS Form 8938.

Payments made within the U.S. or by a U.S. payor or U.S. middleman, of (a) distributions on the Enyo Spinout Shares or New Ares Shares, (b) proceeds arising from the sale or other taxable disposition of Enyo Spinout Shares or New Ares Shares, or (c) any payments received in connection with the Arrangement (including, but not limited to, U.S. Holders exercising dissent rights under the Arrangement) generally may be subject to information reporting and backup withholding tax, at the current rate of 24% if a U.S. Holder (i) fails to furnish its correct U.S. taxpayer identification number (generally on IRS Form W-9), (ii) furnishes an incorrect U.S. taxpayer identification number, (iii) is notified by the IRS that such U.S. Holder has previously failed to properly report items subject to backup withholding tax, or (iv) fails to certify, under penalty of perjury, that such U.S. Holder has furnished its correct U.S. taxpayer identification number and that the IRS has not notified such U.S. Holder that it is subject to backup withholding tax. However, certain exempt persons generally are excluded from these information reporting and backup withholding rules. Any amounts withheld under the U.S. Backup withholding tax rules will be allowed as a credit against a U.S. Holder's U.S. federal income tax liability, if any, or will be refunded, if such U.S. Holder furnishes required information to the IRS in a timely manner. Each U.S. Holder should consult its own tax advisors regarding the information reporting and backup withholding rules.

THE ABOVE SUMMARY IS NOT INTENDED TO CONSTITUTE A COMPLETE ANALYSIS OF ALL TAX CONSIDERATIONS APPLICABLE TO SECURITYHOLDERS WITH RESPECT TO THE DISPOSITION OF THOSE SECURITIES PURSUANT TO THE ARRANGEMENT OR THE OWNERSHIP AND DISPOSITION OF THOSE SECURITIES RECEIVED PURSUANT TO THE ARRANGEMENT. U.S. HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISERS AS TO THE TAX CONSIDERATIONS APPLICABLE TO THEM IN THEIR PARTICULAR CIRCUMSTANCES.

SECURITIES LAW CONSIDERATIONS

The following is a brief summary of the securities law considerations applicable to the transactions contemplated herein.

Canadian Securities Laws and Resale of Securities

Each Ares Shareholder is urged to consult such holder's professional advisors to determine the Canadian conditions and restrictions applicable to trades in the Enyo Shares.

Ares is a "reporting issuer" in the Reporting Jurisdictions. The Ares Shares are currently listed and posted for trading on the CSE.

Upon completion of the Arrangement, Enyo is expected to be a reporting issuer in the Reporting Jurisdictions. Enyo has not made an application to list the Enyo Shares on the CSE. There can be no assurances that Enyo will be able to obtain such a listing on the CSE or any other stock exchange. Any listing will be subject to the approval of the CSE.

The issuance of the New Ares Shares and Enyo Shares pursuant to the Arrangement will constitute a distribution of securities, which is exempt from the prospectus requirements of Canadian securities legislation. The New Ares Shares and Enyo Shares issued to Ares Shareholders may be resold in each of the provinces and territories of Canada provided the holder is not a 'control person' as defined in the applicable Securities Legislation, no unusual effort is made to prepare the market or create a demand for those securities and no extraordinary commission or consideration is paid in respect of that sale.

U.S. Securities Laws

Status Under U.S. Securities Laws

Each of Ares and Enyo is a "foreign private issuer" as defined in Rule 405 under the U.S. Securities Act. The Ares Shares are quoted in the United States on the OTCQB market. The Enyo Shares are not listed or quoted for trading in the United States, nor does Enyo intend to seek such a listing or quotation at this time.

The following discussion is a general overview of certain requirements of U.S. federal securities laws that may be applicable to U.S. Securityholders. All U.S. Securityholders are urged to consult with their own legal counsel to ensure that any subsequent resale of the New Ares Shares and Enyo Shares, or Enyo Options and Ares Replacement Options issued to them, or the Ares Warrants, as applicable, under the Plan of Arrangement complies with applicable securities legislation. **Further information applicable to U.S. Securityholders is disclosed under the heading "*Note to United States Securityholders*".**

The following discussion does not address the Canadian securities laws that will apply to the issue of the New Ares Shares and Enyo Shares or the resale of these shares by U.S. Securityholders within Canada. U.S. Securityholders reselling their New Ares Shares and Enyo Shares, or Enyo Options and Ares Replacement Options, or Ares Warrants, as applicable, in Canada must comply with Canadian securities laws, as outlined elsewhere in this Information Circular.

Exemption from the Registration Requirements of the U.S. Securities Act

The New Ares Shares and Enyo Shares to be issued to Ares Shareholders in exchange for their Ares Shares pursuant to the Plan of Arrangement, and the Enyo Options and Ares Replacement Options to be issued to Ares Optionholders in exchange for their Ares Options pursuant to the Plan of Arrangement have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States, but will be issued in reliance upon the Section 3(a)(10) Exemption and exemptions provided under the securities laws of each state of the United States in which U.S. Securityholders reside. The Section 3(a)(10) Exemption exempts from registration the issuance of a security that is issued in exchange for one or more outstanding securities where the terms and conditions of such issuance and exchange are approved, after a hearing upon the fairness of such terms and conditions at which all persons to whom it is proposed to issue securities in such exchange have the right to appear and receive timely and adequate notice thereof, by a court or by a governmental authority expressly authorized by law to grant such approval. Accordingly, the Final Order of the Court will, if granted, constitute a basis for the exemption from the registration requirements of the U.S. Securities Act with respect to the New Ares Shares, Enyo Shares, Enyo Options and Ares Replacement Options issued in connection with the Plan of Arrangement. See "*Approval of the Arrangement – Court Approval of the Arrangement*" above.

Resales of Enyo Shares and New Ares Shares after the Effective Date

The manner in which an Ares Shareholder may resell the Enyo Shares and New Ares Shares received on completion of the Plan of Arrangement will depend on whether such holder is, at the time of such resale, an "affiliate" of Enyo or Ares, as applicable, after the Effective Date, or has been such an "affiliate" at any time within 90 days immediately preceding the Effective Date.

As defined in Rule 144 under the U.S. Securities Act, an "affiliate" of an issuer is a person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, that issuer. Typically, persons who are executive officers, directors or 10% (or greater) holders of an issuer are considered to be its "affiliates," as well as any other person or group that actually controls the issuer.

Persons who are affiliates of Enyo or Ares, as applicable, after the Effective Date, or within 90 days immediately preceding the Effective Date may not sell their Enyo Shares and New Ares Shares that they receive in connection with the Plan of Arrangement in the absence of registration under the U.S. Securities Act, unless an exemption from

such registration is available, such as the exemptions provided by Rule 144 under the U.S. Securities Act or Rule 904 of Regulation S.

Rule 144

In general, Rule 144 under the U.S. Securities Act provides that persons who are affiliates of Enyo or Ares, as applicable, after the Effective Date or, at any time during the 90 day period immediately prior to the Effective Date, will be entitled to sell, during any three-month period, a portion of the Enyo Shares and New Ares Shares that they receive in connection with the Plan of Arrangement, provided that the number of each such securities sold does not exceed the greater of one percent of the number of then outstanding securities of such class or, if such securities are listed on a United States securities exchange (which neither Enyo nor Ares intends to seek at this time), the average weekly trading volume of such securities during the four-week period preceding the date of sale, subject to specified restrictions on manner of sale, notice requirements, aggregation rules and the availability of current public information about Enyo or Ares, as applicable. In addition, subject to certain exceptions, Rule 144 will not be available for resales of Enyo Shares or New Ares Shares if the issuer of such securities is, or has at any time previously been, a shell company, which means a company with no or nominal operations and no or nominal assets other than cash and cash equivalents.

Regulation S

Subject to certain limitations, all persons who are affiliates of Enyo or Ares, as applicable, after the Effective Date or, at any time during the 90-day period immediately prior to the Effective Date, may immediately resell such securities outside the United States, without registration under the U.S. Securities Act, pursuant to Regulation S.

Generally, subject to certain limitations, holders of Enyo Shares and New Ares Shares who are not affiliates of Enyo or Ares, as applicable, or who are its affiliates of Enyo or Ares, as applicable, solely by virtue of being an officer and/or director of the applicable corporation and who pay only the usual and customary broker's commission in connection with the transaction, may resell their Enyo Shares or New Ares Shares, as applicable, in an "offshore transaction" (which would generally include a sale through the CSE) if no offer is made to a person in the United States, the sale is not prearranged with a buyer in the United States, neither the seller, any affiliate of the seller, nor any person acting on any of their behalf engages in any "directed selling efforts" in the United States, and subject to certain additional conditions. For the purposes of Regulation S, "directed selling efforts" means "any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the securities being offered" in the resale transaction. Under Regulation S, certain additional restrictions and qualifications are applicable to holders of Enyo Shares or New Ares Shares who are affiliates of Enyo or Ares, as applicable, other than by virtue of being an officer and/or director or the applicable corporation.

The foregoing discussion is only a general overview of the requirements of United States securities laws for the resale of the Enyo Shares and New Ares Shares received pursuant to the Plan of Arrangement. Holders of Enyo Shares and New Ares Shares are urged to seek legal advice prior to any resale of such securities to ensure that the resale is made in compliance with the requirements of applicable securities legislation.

Resales of Enyo Options and Ares Replacement Options after the Effective Date

The Enyo Options and Ares Replacement Options are not generally transferable other than by will or the laws of descent and may be exercised during the lifetime of the optionee only by the optionee.

Issuance of Enyo Options and Ares Replacement Options, and Enyo Shares and New Ares Shares upon Exercise of the Enyo Options and Ares Replacement Options

The issuance of the Enyo Options and Ares Replacement Options to Ares Optionholders will not be registered under the U.S. Securities Act or the securities laws of any state of the United States and will be issued in reliance upon the

Section 3(a)(10) Exemption, and similar exemptions provided under the securities laws of each state of the United States in which Ares Optionholders reside.

The Section 3(a)(10) Exemption does not exempt the issuance of securities issued upon the exercise of securities that were previously issued pursuant to the Section 3(a)(10) Exemption. Therefore, the Enyo Shares issuable upon the exercise of the Enyo Options following the Effective Date, and the New Ares Shares issuable upon the exercise of the Ares Replacement Options following the Effective Date, may not be issued in reliance upon the Section 3(a)(10) Exemption and such options may be exercised only pursuant to an available exemption or exclusion from the registration requirements of the U.S. Securities Act and applicable state securities laws. Prior to the issuance of Enyo Shares or New Ares Shares pursuant to any such exercise, Enyo or Ares, as applicable, may require the delivery of an opinion of counsel or other evidence reasonably satisfactory to Enyo or Ares, as applicable, to the effect that the issuance of such New Ares Shares or Enyo Shares, as applicable, does not require registration under the U.S. Securities Act or applicable state securities laws. Any Enyo Shares or New Ares Shares, as applicable, issued upon exercise of the Enyo Options and Ares Replacement Options, as applicable, pursuant to an exemption from the registration requirements of the U.S. Securities Act will be "restricted securities" as defined in Rule 144 under the U.S. Securities Act and will be subject to restrictions on resales imposed by the U.S. Securities Act.

The foregoing discussion is only a general overview of certain requirements of United States federal securities laws applicable to the resale and exercise of Enyo Options and Ares Replacement Options received upon completion of the Arrangement. **All holders of such securities are urged to consult with counsel to ensure that the resale or exercise of their securities complies with applicable securities legislation.**

Resales of Ares Warrants after the Effective Date

The Ares Warrants are non-transferable.

Modification of Ares Warrants, and Issuance of Enyo Shares and New Ares Shares upon Exercise of the Ares Warrants

The modification of the Ares Warrants pursuant to the Arrangement will not be registered under the U.S. Securities Act or the securities laws of any state of the United States and will be effected in reliance upon the Section 3(a)(10) Exemption, and similar exemptions provided under the securities laws of each state of the United States in which Ares Warrantholders reside.

The Section 3(a)(10) Exemption does not exempt the issuance of securities issued upon the exercise of securities that were previously issued pursuant to the Section 3(a)(10) Exemption. Therefore, the Enyo Shares and the New Ares Shares issuable upon the exercise of the Ares Warrants following the Effective Date may not be issued in reliance upon the Section 3(a)(10) Exemption and the Ares Warrants may be exercised only pursuant to an available exemption or exclusion from the registration requirements of the U.S. Securities Act and applicable state securities laws. Prior to the issuance of Enyo Shares or New Ares Shares pursuant to any such exercise, Enyo or Ares, as applicable, may require the delivery of an opinion of counsel or other evidence reasonably satisfactory to Enyo or Ares, as applicable, to the effect that the issuance of such New Ares Shares or Enyo Shares, as applicable, does not require registration under the U.S. Securities Act or applicable state securities laws. Any Enyo Shares or New Ares Shares, as applicable, issued upon exercise of the Ares Warrants pursuant to an exemption from the registration requirements of the U.S. Securities Act will be "restricted securities" as defined in Rule 144 under the U.S. Securities Act and will be subject to restrictions on resales imposed by the U.S. Securities Act.

The foregoing discussion is only a general overview of certain requirements of United States federal securities laws applicable to the resale and exercise of the Ares Warrants following completion of the Arrangement. **All holders of such securities are urged to consult with counsel to ensure that the resale or exercise of their securities complies with applicable securities legislation.**

APPROVAL OF ENYO EQUITY INCENTIVE PLAN

As neither the Former Plan nor the Ares Equity Incentive Plan will carry forward to Enyo, and in contemplation of the successful completion of the Arrangement, Ares Shareholders will be asked to approve the Enyo Equity Incentive Plan at the Meeting.

A full copy of the Enyo Equity Incentive Plan will be available at the Meeting for review by Ares Shareholders. Shareholders may also obtain copies of the Enyo Equity Incentive Plan from Ares prior to the meeting on written request. Enyo has adopted the Enyo Equity Incentive Plan in order to provide incentive compensation to directors, officers, employees and consultants of Enyo as well as to assist Enyo in attracting, motivating and retaining qualified directors, management personnel and consultants. The purpose of the Enyo Equity Incentive Plan is to provide additional incentive for participants' efforts to promote the growth and success of the business of Enyo. The Enyo Equity Incentive Plan will be administered by Enyo's directors, or committee thereof, which will designate, from time to time, the recipients of grants and the terms and conditions of each grant, in each case in accordance with the applicable securities laws and stock exchange policies.

The Enyo Equity Incentive Plan is a "rolling" plan which, subject to the adjustment provisions provided for therein (including a subdivision or consolidation of Enyo Shares), provides that the aggregate maximum number of Enyo Shares that may be issued upon the exercise or settlement of awards granted under the Enyo Equity Incentive Plan, shall not exceed 20% of the issued and outstanding Enyo Shares from time to time. The Enyo Equity Incentive Plan is considered an "evergreen" plan, since the Enyo Shares covered by awards which have been exercised, settled or terminated shall be available for subsequent grants under the Enyo Equity Incentive Plan and the number of awards available to grant increases as the number of issued and outstanding Enyo Shares increases.

Other terms of the Enyo Equity Incentive Plan are virtually identical as those of the Ares Equity Incentive Plan including, without limitation, with respect to the administration of the Enyo Equity Incentive Plan, insider participation limits, eligibility, the types of awards (Options, RSUs, DSUs, and PSUs), dividends, black-out periods, term and termination of employment or services, change of control, non-transferability of awards and amendments to the Enyo Equity Incentive Plan.

A copy of the Enyo Equity Incentive Plan may be inspected at the offices of Enyo, during normal business hours and at the Meeting.

Unless such authority is withheld, the persons named in the enclosed proxy intend to vote for the approval of the Enyo Equity Incentive Plan.

At the Meeting, Ares Shareholders will be asked to pass an ordinary resolution, with or without amendment, in substantially the form set forth below:

"RESOLVED, AS AN ORDINARY RESOLUTION, THAT:

1. the equity incentive plan adopted by the board of directors of Enyo on September ♦, 2022 (the "**Enyo Equity Incentive Plan**"), be and is hereby confirmed, ratified and approved, and Enyo has the ability to grant awards under the Enyo Equity Incentive Plan until November ♦, 2025, which is the date that is three years from the date of the meeting of the holders (the "**Shareholders**") of common shares of Enyo ("**Shares**") at which Shareholder approval of the Enyo Equity Incentive Plan is being sought.

2. The Awards (as defined in the Enyo Equity Incentive Plan) to be issued under the Enyo Equity Incentive Plan, and all unallocated Awards under the Enyo Equity Incentive Plan, be and are hereby approved;

3. The board of directors (the "**Board**") of Enyo is hereby authorized to make such amendments to the Enyo Equity Incentive Plan from time to time, as may be required by the applicable regulatory authorities, or as may be considered appropriate by the Board, in its sole discretion, provided always that such amendments be subject to the approval of the regulatory authorities, if applicable, and in certain cases, in accordance with the terms of the Enyo Equity Incentive Plan, the approval of the Shareholders.

4. Any one director or officer of Enyo is hereby authorized and directed, acting for, in the name of and on behalf of Enyo, to execute or cause to be executed, under the seal of Enyo or otherwise and to deliver or to cause to be delivered, all such other deeds, documents, instruments and assurances and to do or cause to be done all such other acts as, in the opinion of such director or officer of Enyo, may be necessary or desirable to carry out the terms of the foregoing resolutions

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

Recommendation of the Directors

The Ares Board has reviewed the proposed resolution and concluded that it is fair and reasonable to the Ares Shareholders and in the best interests of Ares. **The Ares Board recommends that the Ares Shareholders vote in favour of the above resolution. Unless otherwise directed, or where the instructions are unclear, the persons named in the enclosed proxy intend to vote FOR the approval of the Enyo Equity Incentive Plan until the next annual meeting of Enyo.**

ARES STRATEGIC MINING INC.

The following information is provided by Ares and is reflective of the current business, financial and share capital position of Ares and includes certain information reflecting the status of Ares following the completion of the Arrangement. Unless otherwise indicated, all currency amounts are stated in Canadian dollars.

Summary Description of Business

Ares is a mineral exploration issuer with properties located in Canada and the United States.

For further information regarding Ares, see the documents incorporated by reference in this Information Circular which are available at www.SEDAR.com under Ares's profile.

Business Objectives

Ares's objective is to complete the Arrangement and to continue to explore and develop its properties located in the United States.

Authorized and Issued Share Capital

The authorized share capital of Ares consists of an unlimited number of Ares Shares and preferred shares, of which ♦136,384,345 Ares Shares are issued and outstanding as of the date of this Information Circular. Upon completion of the Arrangement, all Ares Shares will be exchanged for New Ares Shares having identical rights and restrictions as the Ares Shares. In the section headed "*Ares Strategic Mining Inc.*", all references to "Ares Shares" shall be deemed to be to "New Ares Shares" upon completion of the Arrangement.

Ares Shareholders are entitled to one vote per Ares Share at all meetings of Ares Shareholders. Ares Shareholders are entitled to receive dividends as and when declared by the Ares Board and to receive a *pro rata* share of the

assets of Ares available for distribution to Ares Shareholders in the event of the liquidation, dissolution or winding-up of Ares. All Ares Shares rank equally as to all benefits which might accrue to the Ares Shareholders.

Ares Selected Financial Information

The following table sets out selected financial information for the periods indicated and should be considered in conjunction with the more complete information contained in the financial statements of Ares for the fiscal years ended September 30, 2021 and 2020 incorporated by reference in this Information Circular and filed on SEDAR at www.SEDAR.com.

	Year Ended September 30, 2021 ($)	Year Ended September 30, 2020 ($)
Net Loss	(3,650,182)	(2,226,346)
Comprehensive loss	(3,706,230)	(2,215,990)
Basic and diluted loss per share	(0.04)	(0.03)
Total assets	13,406,696	5,248,500
Mineral interests	8,101,175	4,444,014

Consolidated Capitalization

There have not been any material changes in the share capital of Ares since the date of Ares's most recently filed September 30, 2021 financial statements. As a result of the Arrangement, there will be changes to Ares's share capital. For details of these changes, and the share capital of Ares upon completion of the Arrangement, please see "*The Arrangement*".

Prior Sales

The following table summarizes details of the Ares Shares issued by Ares during the 12 month period prior to the date of this Information Circular.

Date of Issuance	Security	Price per Security	Number of Securities
November 11, 2021	Ares Shares	$0.40	3,000,000
November 30, 2021	Ares Shares	$0.27	3,305,554
January 11, 2022	Ares Shares	$0.38	2,114,873
April 4, 2022	Ares Shares	$0.43	41,667

Ares Options

The following table summarizes details of the Ares Options issued by Ares during the 12 month period prior to the date of this Information Circular.

Date of Issuance	Security	Price per Security[(1)]	Number of Securities
December 16, 2021	Ares Options	$0.31	2,241,636
February 8, 2022	Ares Options	$0.46	6,200,000

(1) Exercise price of the Ares Options.

Ares Warrants

The following table summarizes details of the Ares Warrants issued by Ares during the 12 month period prior to the date of this Information Circular.

Date of Issuance	Security	Price per Security(1)	Number of Securities
February 14, 2022	Ares Warrants	$0.50	837,500
May 30, 2022	Ares Warrants	$0.40	986,297

(1) Exercise price of the Ares Warrants.

Trading Price and Volume

The Ares Shares are listed and posted for trading on the CSE under the symbol "ARS". The Ares Shares commenced trading on the CSE on October 22, 2021. Ares Shares were, from August 26, 2011 to October 21, 2021, listed on the TSX Venture Exchange. The following table sets forth information relating to the trading of the Ares Shares on the CSE on a monthly basis for each month, or, if applicable, partial months of the 12 month period prior to the date of this Information Circular:

Month	High	Low	Volume
September 2022(1)	$♦	$♦	♦
August 2022	$♦	$♦	♦
July 2022	$0.355	$0.215	1,369,919
June 2022	$0.31	$0.23	2,428,225
May 2022	$0.375	$0.295	1,655,276
April 2022	$0.48	$0.35	2,446,357
March 2022	$0.47	$0.32	1,539,235
February 2022	$0.48	$0.37	1,738,265
January 2022	$0.58	$0.32	5,711,545
December 2021	$0.36	$0.275	1,148,170
November 2021	$0.42	$0.27	2,561,422
October 2021(2)	$0.44	$0.36	360,880

(1) From September 1, 2022 to September ♦, 2022.

(2) For the period from October 22,2022 to October 31, 2021. Ares' shares commenced trading on the CSE on October 22, 2021.

At the close of business on October ♦, 2022, the price of the Ares Shares as quoted by the CSE was $♦.

Statement of Executive Compensation for Ares

Definitions

For the purpose of this Information Circular:

"**CEO**" means each individual who, in respect of Ares, during any part of the most recently completed financial year, served as chief executive officer, including an individual performing functions similar to a chief executive officer;

"**CFO**" means each individual who, in respect of Ares, during any part of the most recently completed financial year, served as chief financial officer, including an individual performing functions similar to a chief financial officer;

"**compensation securities**" includes stock options, convertible securities, exchangeable securities and similar instruments, including stock appreciation rights, deferred share units and restricted stock units, granted or issued by Ares or any of its subsidiaries for services provided or to be provided, directly or indirectly, to Ares or any of its subsidiaries;

"**Named Executive Officer**" or "**NEO**" means each of the following individuals:

(a) a CEO;

(b) a CFO;

(c) in respect of Ares and its subsidiaries, the most highly compensated executive officer, other than the CEO and the CFO, at the end of the most recently completed financial year whose total compensation exceeded $150,000, as determined in accordance with subsection 1.3(5) of Form 51- 102F6V *Statement of Executive Compensation – Venture Issuers*, for that financial year;

(d) each individual who would be a Named Executive Officer under paragraph (c) but for the fact that the individual was not an executive officer of Ares, and was not acting in a similar capacity, at the end of that financial year.

During Ares's financial year ended September 30, 2021, the following individuals were the Named Executive Officers of Ares: James Walker, President and CEO, and Viktoriya Griffin, CFO.

Compensation Excluding Compensation Securities

Particulars of compensation, excluding compensation securities, paid to each NEO and director in the two most recently completed financial years is set out in the table below:

Name and position	Year ending	Salary, consulting fee, retainer or commission ($)	Bonus ($)	Committee or meeting fees ($)	Value of perquisities ($)	Value of all other compensation ($)	Total compensation ($)
James Walker[(1)] President, CEO and Director	09/30/21 09/30/20	144,000 124,828	Nil Nil	Nil Nil	Nil Nil	363,633 183,000	507,633 307,828
Viktoriya Griffin[(1)] CFO	09/30/21 09/30/20	108,589 69,495	Nil Nil	Nil Nil	Nil Nil	134,678 24,000	243,267 93,495
Changxian Li Director	09/30/21 09/30/20	Nil Nil	Nil Nil	500 2,000	Nil Nil	94,275 24,000	94,775 26,000
Bob Li Director	09/30/21 09/30/20	Nil Nil	Nil Nil	250 Nil	Nil Nil	121,211 24,000	121,461 24,000
Paul Sarjeant Director	09/30/21 09/30/20	Nil Nil	Nil Nil	1,750 2,750	Nil Nil	188,550 30,000	190,300 32,750

Name and position	Year ending	Salary, consulting fee, retainer or commission ($)	Bonus ($)	Committee or meeting fees ($)	Value of perquisities ($)	Value of all other compensation ($)	Total compensation ($)
Raul Sanabria Director	09/30/21 09/30/20	84,000 55,500	Nil Nil	Nil 2,250	Nil Nil	121,211 Nil	205,211 117,750
Karl Marek[2] Former Director and Chairman	09/30/21 09/30/20	5,000 45,000	Nil Nil	1,750 2,500	Nil Nil	215,486 42,000	222,236 89,500

(1) Mr. Walker and Mrs. Griffin were paid consulting fees and performance bonuses pursuant to consulting agreements as disclosed under *"External Management Contracts"* below.

(2) Mr. Marek resigned as a director and Chairman on March 31, 2022.

External Management Contracts

Neither James Walker, Ares's CEO, nor Viktoriya Griffin, Ares's CFO, are employees of Ares, but derive their compensation indirectly through consulting agreements as set forth below.

Pursuant to a consulting agreement dated February 24 2020, between Ares and Mr. Walker (the "**Walker Agreement**"), Mr. Walker provides his services to Ares as President and Chief Executive Officer. Pursuant to the Walker Agreement, Ares pays Mr. Walker a monthly consulting fee of $12,000. Mr. Walker is also eligible for cash performance bonuses and is entitled to receive stock options, as determined by the Board. Mr. Walker is also entitled to be reimbursed for reasonable out-of-pocket expenses incurred by him on behalf of Ares. The Walker Agreement does not contain any change of control provisions, and is for an indefinite period, unless terminated in accordance with terms set out therein.

On January 21, 2019, Ares and Mrs. Griffin entered into a consulting agreement pursuant to which Ares retained Mrs. Griffin to provide services as Ares' Chief Financial Officer (the "**Griffin Agreement**"). Pursuant to the Griffin Agreement, Ares pays Mrs. Griffin a monthly consulting fee was $4,000. Mrs. Griffin is also entitled to receive stock options, as determined by the Board. Ares shall also reimburse Mrs. Griffin for reasonable out-of-pocket expenses incurred by her on behalf of Ares. The Griffin Agreement does not contain any change of control provisions, and is for an indefinite period, unless terminated in accordance with terms set out therein.

Stock Options and Other Compensation Securities

The following table discloses all compensation securities granted or issued to each NEO and director of Ares during the most recently completed financial year for services provided or to be provided, directly or indirectly, to Ares or any of its subsidiaries:

COMPENSATION SECURITIES							
Name and Position	**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 ($)**	**Expiry date**
James Walker President, CEO and Director	Stock Options	1,350,000	May 19, 2021	0.62	0.62	0.31	May 19, 2023

COMPENSATION SECURITIES							
Name and Position	**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 ($)**	**Expiry date**
Paul Sarjeant Director	Stock Options	700,000	May 19, 2021	0.62	0.62	0.31	May 19, 2023
Changxian Li Director	Stock Options	350,000	May 19, 2021	0.62	0.62	0.31	May 19, 2023
Bob Li Director	Stock Options	450,000	May 19, 2021	0.62	0.62	0.31	May 19, 2023
Raul Sanabria Director	Stock Options	450,000	May 19, 2021	0.62	0.62	0.31	May 19, 2023
Viktoriya Griffin CFO	Stock Options	500,000	May 19, 2021	0.62	0.62	0.31	May 19, 2023
Karl Marek(1) Former Director and Chairman	Stock Options	800,000	May 19, 2021(2)	0.62	0.62	0.31	May 19, 2023

(1) Mr. Marek resigned as a director of Ares on March 31, 2022. These stock options expire on September 30, 2022.

(2) Options granted on May 19, 2021 were cancelled on January 7, 2022.

On December 16, 2021, Ares granted an aggregate of 879,179 stock options to directors and the NEOs. On February 8, 2022, Ares granted an aggregate of 4,100,000 stock options to directors and the NEOs exercisable at a price of $0.46 until February 7, 2027.

The Black-Scholes calculation on this grant was based on the estimated risk-free rate of 1.68%, expected volatility of 85%, estimated annual dividend of 0%, and the expected life of the options is 5 years.

The following table discloses all stock options held and bonus shares received by each NEO and director of Ares at the end of the most recently completed financial year:

Name and Position	**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 ($)**	**Expiry date**
James Walker President, CEO and Director	Stock Options	17,500 1,350,000 450,000	Jan. 25, 2017 March 9, 2020 Aug.30, 2020	1.30 0.08 0.15	1.30 0.08 0.15	0.31	Jan. 24, 2022 Mar. 8, 2022 Aug. 30, 2022
Paul Sarjeant Director	Stock Option	12,500 250,000	Jan. 25, 2017 Aug. 30, 2020	1.30 0.15	1.30 0.15	0.31	Jan. 24, 2022 Aug. 30, 2022

Name and Position	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 ($)	Expiry date
Changxian Li Director	Stock Options	15,000 200,000	Jan. 25, 2017 Aug. 30, 2020	1.30 0.15	1.30 0.15	0.31	Jan. 24, 2022 Aug. 30, 2022
Bob Li Director	Stock Options	200,000	Aug. 30, 2020	0.13	0.15	0.31	Aug. 30, 2022

No compensation securities were re-priced, cancelled or replaced, extended or otherwise materially modified during the most recently completed financial year.

Exercise of Compensation Securities by Directors and NEO's

Particulars of compensation securities exercised by each NEO and director in the most recently completed financial year is set out in the table below:

Name and Position	Type of compensation security	Number of underlying securities exercised	Exercise price per security ($)	Date of Exercise	Closing price per security on date of exercise ($)	Difference between exercise price and closing price on date of exercise ($)	Total value on exercise date ($)
James Walker President, CEO and Director	Stock Options	100,000 150,000 150,500 100,000 200,000 500,000 200,000	0.10 0.10 0.10 0.10 0.10 0.10 0.10	Dec. 31, 2020 Jan. 5, 2021 Jan. 26, 2021 Jan. 27, 2021 Feb. 9, 2021 Apr. 7, 2021 May 19, 2021	0.53 0.445 0.60 0.55 0.58 0.65 0.62	0.43 0.345 0.50 0.45 0.48 0.55 0.52	53,000 66,750 90,300 55,000 116,000 325,000 124,000
Raul Sanabria Director	Stock Options	200,000 300,000	0.13 0.13	Oct. 22, 2020 Dec 23, 2020	0.295 0.445	0.165 0.315	59,000 133,500
Viktoriya Griffin CFO	Stock Options	200,000	0.13	May 20, 2021	0.65	0.52	130,000
Paul Sarjeant Director	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Changxian Li Director	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Bob Li Director	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Stock Option Plans and Other Incentive Plans

Ares Stock Option Plan

Ares currently has in place the Former Ares Plan previously described in this Information Circular which Former Ares Plan will be replaced by the Ares Equity Incentive Plan, if approved by the Ares Shareholders at the Meeting.

Bonus Share Plan

Ares has previously adopted a bonus share plan (the "**Bonus Share Plan**") enabling the Ares Board to issue bonus shares ("**Ares Bonus Shares**") as compensation to employees, officers and directors of Ares that have performed services for Ares and the value of such services exceeds the value for which the person has otherwise been compensated. If approved by the Ares Shareholders at the Meeting, the Ares Equity Incentive Plan shall replace the Bonus Share Plan.

Employment, Consulting and Management Agreements

Other than as disclosed under *"External Management Contracts"*, no services were provided to Ares during the most recently completed financial year by a director or named executive officer, or any other party who provided services typically provided by a director or named executive officer, pursuant to any employment, consulting or management agreement between Ares and any other party, and Ares has no agreement or arrangement with any director, named executive officer or any other party with respect to any change of control of Ares or any severance, termination or constructive dismissal of any director, named executive officer or any other party, or any incremental payments triggered by any such change of control, severance, termination or constructive dismissal.

Oversight and Description of Director and Named Executive Officer Compensation

Compensation of the Named Executive Officers and directors is determined by the full Ares Board, based on the recommendations of the Compensation Committee. Compensation is determined based on factors considered relevant and appropriate, including the level of service provided, the background and expertise of the individual director or officer, amounts paid by other companies in similar industries at similar stages of development, and compensation levels necessary to attract, retain and develop management of a high calibre. Compensation is typically reviewed annually by the Compensation Committee and the Ares Board, usually in the first fiscal quarter, but may also be reviewed on an ad hoc basis as the need arises.

Ares's compensation structure has two primary components, cash compensation and share-based compensation in the form of incentive stock options and bonus shares. Cash compensation has two components, base salary and bonuses.

For the most recently completed financial year, James Walker, Ares' CEO, received base cash compensation of $144,000 for providing those services. Also for the most recently completed financial year, Viktoriya Griffin, Ares' CFO, received base cash compensation of $108,589. The base cash compensation paid to Ares's NEOs is based on the Board's subjective assessment of the value to Ares of the services provided by each, and the other factors referred to in the foregoing. For further particulars of Ares's agreements with Arriva and GSBC, see "*External Management Contracts*".

Ares may grant stock options pursuant to its stock option plan and/or issue bonus shares pursuant to its Bonus Share Plan to the Named Executive Officers and directors on an ad hoc basis, based on the same subjective performance criteria referred to in the foregoing and other performance criteria considered relevant by the Ares Board. See "*Stock Options and Other Compensation Securities*", "*Stock Options and Other Incentive Plans*" and "*Equity Compensation Plan Information*".

Ares regards the strategic use of incentive stock options and bonus shares as a significant component of its compensation structure. In evaluating option grants and bonus share issues, the Ares Board evaluates a number of factors including, but not limited to: (i) the number of options or bonus shares already held by or issued to an individual; (ii) a fair balance between the number of options held by or bonus shares issued to an individual and those held by or issued to other directors or officers, in light of their responsibilities and objectives; and (iii) the value of the options (generally determined using a Black- Scholes analysis) and bonus shares as a component of the individual's overall compensation.

No significant events occurred during the most recently completed financial year that significantly affected compensation. While the Ares Board considers amounts paid by other companies in similar industries at similar stages of development in determining compensation, no specifically selected peer group has been identified as a comparable. No significant changes were made to Ares's compensation policies since the commencement of the most recently completed financial year.

Disclosure of Corporate Governance Practices

National Instrument 58-101 - *Disclosure of Corporate Governance Practices* requires reporting issuers to disclose the corporate governance practices, on an annual basis, that they have adopted. Ares's approach to corporate governance is provided in Schedule "J".

Securities Authorized for Issuance under Equity Compensation Plans

Equity Compensation Plan Information

The following table sets forth details of Ares's compensation plans under which equity securities of Ares are authorized for issuance at the end of Ares's most recently completed financial year:

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted-average exercise price of outstanding options, warrants and rights	Number of securities remaining available for future issuance under equity compensation plans
Equity compensation plans approved by securityholders	9,148,500	$0.44	1,529,583
Equity compensation plans not approved by securityholders	Nil	Nil	Nil
Total	**9,149,500**	**$0.44**	**1,529,583**

For a description of the terms of the Ares Stock Option Plan and the Bonus Share Plan see "*Particulars of Matters to be Acted Upon –Approval of the Ares Stock Option Plan*" and "*Statement of Executive Compensation for Ares - Stock Option Plans and Other Incentive Plans – Bonus Share Plan*".

Indebtedness of Directors and Executive Officers

No executive officer, director, employee, former executive officer, former director, former employee, proposed nominee for election as a director, or associate of any such person has been indebted to Ares or its subsidiaries at any time since the commencement of Ares's last completed financial year. No guarantee, support agreement, letter of credit or other similar arrangement or understanding has been provided by Ares or its subsidiaries at any time since the beginning of the most recently completed financial year with respect to any indebtedness of any such person.

Management Contracts

Except as otherwise disclosed herein, the management functions of Ares are substantially performed by the directors and officers of Ares and not to any substantial degree by any other persons other than the directors and executive officers of Ares.

Corporate Governance and Compensation Committee

The Corporate Governance and Compensation Committee (the "**CG&CC**") considers a broad range of factors when setting compensation for executive management, including but not limited to, market data, individual performance, corporate performance and sector performance.

Base Salary

The base salary or fee provides an executive with basic compensation and reflects individual responsibility, knowledge and experience, market competitiveness and the contribution expected from each individual. At its discretion, the CG&CC may compare each executive officer's salary with the base salaries for similar positions in the comparator group, and recommends appropriate adjustments, as needed.

Short-Term Incentive Compensation – Bonuses

Short-term incentive compensation is based on annual results. The short-term incentive ensures that a significant portion of an executive's compensation varies with actual results in a given year, while providing financial incentives to executives to achieve short-term financial and strategic objectives. It communicates to executives the key accomplishments the CG&CC wishes to reward and ensures that overall executive compensation correlates with corporate objectives. The short-term incentive component is structured to reward not only increased value for shareholders but also performance with respect to key operational factors and non-financial goals important to long-term success.

Compensation of Directors

The CG&CC reviews director compensation annually and recommends updates to the Board for approval when considered appropriate or necessary to recognize workload, time commitment and responsibility of Board and committee members. The directors are reimbursed for actual expenses reasonably incurred in connection with the performance of their duties as directors.

Non-Executive Directors receive compensation in the amount of $250 per Ares Board, CG&CC or Audit Committee meeting. Both Executive and Non-Executive Directors are eligible to receive grants of stock options under the Former Plan.

NEOs who also act as directors of Ares will not receive any additional compensation for services rendered in such capacity, other than as paid by Ares to such NEOs in their capacity as executive officers.

Compensation Governance

The CG&CC has the responsibility for determining compensation for the Ares Board and the NEOs. The CG&CC is comprised of James Walker, Paul Sarjeant and Raul Sanabria. Each of Messrs. Walker and Sarjeant are considered to be non-independent directors by virtue of their respective roles as President and CEO and Vice-President of Ares. Raul Sanabria is independent as such term is defined in National Instrument 58-101 – *Disclosure of Corporate Governance Practices* ("**NI 58-101**").

The CG&CC meets on compensation matters as and when required with respect to executive compensation. The primary goal of the meetings of CG&CC as they relate to compensation matters is to ensure that the compensation

provided to the NEOs is determined with regard to Ares's business strategies and objectives, such that the financial interest of the executive officers is aligned with the financial interest of shareholders, and to ensure that their compensation is fair and reasonable and sufficient to attract and retain qualified and experienced executives.

To determine compensation payable, the CG&CC reviews compensation paid for directors and CEO of companies of similar size and stage of development in the mineral exploration industry and determine an appropriate compensation reflecting the need to provide incentive and compensation for the time and effort expended by the directors and senior management while taking into account the financial and other resources of Ares. In setting the compensation, the CG&CC annually reviews the performance of the CEO in light of Ares's objectives and considers other factors that may have impacted the success of Ares in achieving its objectives.

As a whole, the members of the CG&CC have direct experience and skills relevant to their responsibilities in executive compensation, including with respect to enabling the CG&CC in making informed decisions on the suitability of Ares's compensation policies and practices. Each of the members of the CG&CC has experience on the board of directors and related committees of other companies, as described under "*Particulars of Matters to be Acted Upon - Election of Directors*" in this Information Circular.

Executive Compensation-Related Fees

In the financial years ending September 30, 2021 and 2020, neither the Board nor the CG&CC retained a compensation consultant or advisor to assist the Board or the CG&CC in determining the compensation for any of Ares's executive officers' or directors' compensation.

Audit Committee

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

Audit Committee Charter

Ares's Audit Committee is governed by the Audit Committee Charter. A copy of the Audit Committee Charter is attached hereto as Schedule "K".

Composition of the Audit Committee

Ares's Audit Committee is comprised of three directors, James Walker, Paul Sarjeant and Raul Sanabria. Also as defined in NI 52-110, all of the Audit Committee members are "financially literate". The experience of the Audit Committee members is set forth in below.

Relevant Education and Experience

All Audit Committee members have the ability to read and understand 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 Ares's financial statements and are therefore considered financially literate.

<u>James Walker, Director</u>

Mr. Walker has extensive experience in engineering and project management; particularly within mining engineering, mechanical engineering, construction, manufacturing, engineering design, infrastructure, safety management, and nuclear engineering. Mr. Walker also has accounting experience, and is a qualified Accounting Technician under The Association of *Accounting* Technicians (*AAT*). Mr. Walker holds degrees in Mechanical

Engineering, Mining Engineering, and Nuclear Engineering, as well as qualifications in Project Management and Accountancy, and is a Chartered Engineer with the IMechE, registered as a Project Manager Professional with the APM, and registered with APEGA as an Engineer.

Paul Sarjeant, Director

Mr. Sarjeant is a professional geologist who has been involved in mineral exploration and development in North and South America and throughout Africa, Asia and Europe for more than 35 years. Mr. Sarjeant holds a BSc (Honours) in geological sciences from Queen's University in Kingston, Ontario and is a member of the Association of Professional Geoscientists of Ontario. Mr. Sarjeant has previously held management positions in several junior mining companies. Mr. Sarjeant currently is founder of Doublewood Consulting Inc., a consulting company that provides management and technical advice and services to the exploration/mining sector. Mr. Sarjeant serves as a director, Qualified Person and consultant to a number of private and public mining companies. Mr. Sarjeant acts as Manager of Geology for Largo Resources Ltd.

Raul Sanabria, Director

Founder of Golden Hammer Exploration Ltd. and served in several management positions in publicly listed issuers that have undertaken financings. Has managed large exploration budges for over 15 years.

Audit Committee Oversight

Since the commencement of Ares's most recently completed financial year, the Ares Board has not failed to adopt a recommendation of the Audit Committee to nominate or compensate an external auditor.

Reliance on Certain Exemptions

At no time since the commencement of Ares's most recently completed financial year has Ares relied on the exemption in Section 2.4 of NI 52-110 (*De Minimis Non-audit Services*), the exemptions in 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)* or an exemption from NI 52-110, in whole or in part, granted under Part 8 of NI 52-110 (*Exemptions)*.

Pre-Approval Policies and Procedures

No specific policies or procedures have been adopted with respect to the provision of non-audit services by Ares's external auditor although, under Ares's Audit Committee Charter, such services are required to be approved by the Audit Committee.

In the following table, "audit fees" are fees billed by Ares's external auditor for services provided in auditing Ares's annual financial statements for the subject year. "Audit-related fees" are fees not included in audit fees that are billed by the auditor for assurance and related services that are reasonably related to the performance of the audit or review of Ares's financial statements. "Tax fees" are fees billed by the auditor for professional services rendered for tax compliance, tax advice and tax planning. "All other fees" are fees billed by the auditor for products and services not included in the foregoing categories.

The fees billed to Ares by its auditor in each of the last two fiscal years, by category, are as follows:

Financial Year Ending	Audit Fees	Audit Related Fees	Tax Fees	All Other Fees
September 30, 2021	$26,500	Nil	$5,775	Nil
September 30, 2020	$26,500	Nil	$8,820	Nil

Exemption

Ares is relying on the exemption provided by section 6.1 of NI 52-110, which provides that Ares, as a venture issuer, is not required to comply with Part 3 (Composition of the Audit Committee) and Part 5 (Reporting Obligations) of NI 52-110.

Interest of Experts

Manning Elliott LLP, Chartered Professional Accountants, is the auditor of Ares and is independent of Ares within the meaning of the Rules of Professional Conduct of the Chartered Professional Accountants of British Columbia.

Toby Hughes, P. Geo. prepared the Technical Report. As of the date of this Information Circular, Mr. Hughes does not own any of the issued and outstanding Ares Shares.

Risk Factors

In addition to the other information contained in this Information Circular, the following factors, among others, should be considered carefully when considering risks related to Ares's business (including, without limitation, the documents incorporated by reference). The risks described herein and in the documents incorporated by reference in this Information Circular are not the only risks facing Ares. Additional risks and uncertainties not currently known to Ares, or that Ares currently deems immaterial, may also materially and adversely affect its business. Furthermore, if the Arrangement is completed, Ares Shareholders will be shareholders of Ares and Enyo and will be subject to the Enyo risk factors. See "*Enyo Strategic Mining Inc. – Risk Factors*".

Future Sales or Issuances of Securities

Ares may issue additional securities to finance future activities. Ares cannot predict the size of future issuances of securities or the effect, if any, that future issuances and sales of securities will have on the market price of the Ares Shares. Sales or issuances of substantial numbers of Ares Shares, or the perception that such sales could occur, may adversely affect prevailing market prices of the Ares Shares. With any additional sale or issuance of Ares Shares, investors will suffer dilution to their voting power and Ares may experience dilution in its earnings per share.

Regulatory Compliance

As a reporting issuer listed on the CSE, Ares is subject to various rules and regulations governing matters such as timely disclosure, continuous disclosure obligations and corporate governance practices. Non-compliance with such rules and regulations may result in enforcement actions by the applicable securities regulatory authorities and/or the CSE.

ENYO STRATEGIC MINING INC.

The following information is provided by Enyo, is presented on a post-Arrangement basis and is reflective of the proposed business, financial and share capital position of Enyo. Unless otherwise indicated, all currency amounts are stated in Canadian dollars. The following information should be read together with the audited financial statements as at the date of incorporation on June 24, 2022 appended hereto as Schedule "F" and related management discussion and analysis appended hereto as Schedule "G", and the audited carve-out consolidated financial statements of Ares for the years ended September 30, 2021 and 2020 and the unaudited carve-out consolidated financial statements for the interim period ended ♦June 30, 2022 (the "**Carve-Out Financial Statements**") appended hereto as Schedule "H" and the related management discussion and analysis appended hereto as Schedule "I".

Prior to the Arrangement, Enyo will have no assets, liabilities, or operations other than those incident to its formation. For this reason, we have not included pro forma financial statements concerning Ares and Enyo that gives

effect to the Arrangement because, immediately after the completion of the Arrangement, the consolidated financial statements of Enyo will be substantially the same as the Carve-Out Financial Statements immediately prior to the Arrangement. Based on management's determination, the inclusion of such pro forma financial statements is not necessary for this Circular to contain full, true and plain disclosure of all material facts relating to the securities to be distributed in connection with the Arrangement.

Name and Incorporation

Enyo was incorporated under the BCBCA on June 24, 2022 for the purposes of the Arrangement. Enyo is currently a private company and is a wholly-owned subsidiary of Ares. No material amendments have been made to Enyo's articles or other constating documents since its incorporation.

Enyo's head and principal business address are all located at Suite 1001 – 409 Granville Street, Vancouver, British Columbia V6C 1T2. Enyo' registered office address is located at Suite 900 – 885 West Georgia Street, Vancouver, British Columbia V6C 3H1.

As at the date of this Information Circular, Enyo does not have any of its securities listed or quoted on any stock exchange, and has not applied to list the Enyo Shares on the CSE.

General Description of the Business

After completion of the Arrangement, Enyo will own the Spinco Properties and have assumed the Spinco Liabilities. Enyo intends to operate as a mineral exploration and development issuer. After completion of the Arrangement, its material property will be the Liard Property. It will continue to advance its Liard Property and Vanadium Property and seek other mining assets. The Liard Property is a fluorspar project situated in the Liard Mining Division, located in Northern British Columbia. See "*Spinco Properties"* below for further details regarding each of the Liard Property and Vanadium Property.

Intercorporate Relationships

Enyo does not have any subsidiaries.

General Development of the Business – Three Year History

Enyo was incorporated on June 24, 2022 and has had no business operations to date. Prior to the Effective Time, Enyo will complete the acquisition of the Spinco Properties and assume the Spinco Liabilities from Ares in consideration of $1,943,000 paid by the issuance of Enyo Spinout Shares. It is anticipated that Enyo will undertake one or more private placement offerings of securities after completion of the Arrangement in order to fund any exploration and development expenditures on the Spinco Properties, to satisfy the initial listing requirements of the CSE and for general working capital purposes.

Trends

Management of Enyo is not aware of any trend, commitment, event or uncertainty that is both presently known to management and reasonably expected to have a material effect on Enyo' business, financial condition or results of operations as at the date of this Information Circular, except as otherwise disclosed herein or except in the ordinary course of business.

Spinco Properties

Pursuant to a conveyance agreement to be entered between Ares and Enyo, Enyo will acquire the Spinco Properties and assume the Spinco Liabilities from Ares in consideration for the Enyo Spinout Shares. Set forth below is a summary of each of the Spinco Properties.

Liard Property

Upon completion of the Arrangement, Enyo's material property will be the Liard Property. Information of a scientific or technical nature in respect of the Liard Property is summarized from the independent NI 43-101 technical report prepared by Toby Hughes, P. Geo., titled "NI 43-101 Technical Report Liard Fluorspar" with an effective date of October ♦, 2022 (the "**Technical Report**"). The Technical Report is incorporated by reference herein and is available under Ares's profile on SEDAR at www.SEDAR.com.

Mr. Toby Hughes, P.Geo., author of the Technical Report, is the qualified person for the purposes of NI 43-101, and has reviewed and approved the scientific and technical information contained herein related to the Liard Property.

Summary of the Liard Property

Ares, and its wholly owned subsidiary, Enyo retained Toby Hughes, P. Geo. to provide a technical report on the Liard Property. Mr. Hughes is responsible for the preparation of the Technical Report on the Liard Property, which has been prepared in accordance with NI 43-101.

The Liard Property is located in the north-central portion of British Columbia (Figure 1 below), centered at approximately longitude 126°07' W and latitude 59°33' N, on NTS map sheet 094M/09. The centre of the project area is approximately 15 km north of the Liard Hot Springs Provincial Park, at Mile 497 on the Alaska Highway (Highway 97), approximately 200 kilometres northwest of Fort Nelson, British Columbia, and approximately 160 kilometres southeast of Watson Lake, Yukon. Known showings extend from approximately 59° 30.9' to 59° 35.7'N, and 126° 5.1' to 126° 9.5' W.

The Liard Property consists of 18 mineral claims, totaling 4,825 hectares. All of the mineral tenures are in the name of Ares, which is the recorded owner as to 100%. Details of each mineral tenure are summarized in Table 1 below.

Figure 1 - Location Map, Liard Property (also known as the Liard Fluorspar Project)

The mineral tenures comprising the Liard Property are set out in Table 1 below:

Table 1 - Mineral Tenure, Liard Property

Title Number	Claim Name	Owner	Title Type	Title Sub Type	Map Number	Issue Date	Area (ha)
1059353	TAM	285034 (100%)	Mineral	Claim	094M	2018/MAR/16	16.4171
1067349	TAM ASS RPT 3975	285034 (100%)	Mineral	Claim	094M	2019/MAR/20	32.828
1070990	TAM FLUORITE BARITE DEP	285034 (100%)	Mineral	Claim	094M	2019/SEP/11	65.6624
1072778	CLIFF	285034 (100%)	Mineral	Claim	094M	2019/NOV /17	32.8389
1075294		285034 (100%)	Mineral	Claim	094M	2020/MAR/18	16.3857
1075304		285034 (100%)	Mineral	Claim	094M	2020/MAR/18	32.8349
1075309		285034 (100%)	Mineral	Claim	094M	2020/MAR/18	16.4235
1075317		285034 (100%)	Mineral	Claim	094M	2020/MAR/18	16.3896
1075376		285034 (100%)	Mineral	Claim	094N	2020/MAR/21	16.3248
1075377		285034 (100%)	Mineral	Claim	094N	2020/MAR/21	16.3306
1075378		285034 (100%)	Mineral	Claim	094N	2020/MAR/21	16.3455

Title Number	Claim Name	Owner	Title Type	Title Sub Type	Map Number	Issue Date	Area (ha)
1075583		285034 (100%)	Mineral	Claim	094M	2020/APR/03	16.4234
1075584		285034 (100%)	Mineral	Claim	094M	2020/APR/03	147.7402
1075585		285034 (100%)	Mineral	Claim	094M	2020/APR/03	32.8308
1075720	SNOW	285034 (100%)	Mineral	Claim	094N	2020/APR/14	216.2537
1083188	LIARD FLUORSPAR BLOCK 1	285034 (100%)	Mineral	Claim	094M	2021/JUN/29	1641.2751
1083190	LIARD BLOCK 2	285034 (100%)	Mineral	Claim	094M	2021/JUN/29	884.8628
1083192	LIARD BLOCK 3	285034 (100%)	Mineral	Claim	094M	2021/JUN/29	1607.3271

Total area: 4,825 hectares

The Liard Property is located in the south of the Liard Plateau physiographic zone and north of the Rocky Mountain Foothills physiographic zone. It is approximately 210 kilometres direct, north-west from Fort Nelson airport, British Columbia, and approximately 160 kilometres south-east of Watson Lake, Yukon.

Access to the Liard Property from Fort Nelson, British Columbia is afforded via the Alaska Highway (No. 97) travelling westward, then proceeding in the north-west direction for 309 kilometres, turning off approximately five kilometres west of the Liard River bridge onto an un-marked, maintained gravel trail proceeding north to a regional communications tower at the top of the ridge.

Just before the tower, there is a trail heading north for at least 12 kilometres to several historic showings and the old exploration camp, near the Coral showing. Although a majority of the road network is visible from the air, it is partially overgrown, with timber fall, with small sections providing limited all-terrain vehicle access. Full access can be relatively easily achieved through brush work and minor chainsaw work.

Topography is uneven with locally, significant changes in slope and gradient. Overall, elevation varies from about approximately 430 metres above sea level at the Liard River, and 441 metres above sea level at the nearby Hot Springs, to 1,530 metres at the peak of Mount Halkett, less than three kilometres west of the Liard Property. Bedrock exposures on and near the Liard Property are typically found along steeper valleys near the top of hills, and in some instances form scarp faces, cliffs and canyons. With much of the Liard Property underlain by limestone, there are multiple karst-related features in the area and regionally.

Natural vegetation comprises white spruce and lodgepole pine with remnant stands of mature growth in a few areas. The majority of the Liard Property has been burned over, particularly in the late 1970's, resulting in expansive second growth pine and aspen.

The nearest major settlement is Fort Nelson, British Columbia, approximately 305km east, south-east, along Hwy 97. With a population of approximately 3,600 residents, and limited industry and services in Fort Nelson due largely to oil and gas downturns, the main source for technical personnel and equipment is Fort St. John, approximately 390 km south of Fort Nelson. Fort St. John, with about 25,000 residents, it is the hub for oil and gas exploration in northern British Columbia and southern Nunavut.

There are a few small hamlets and lodges/outposts between Fort Nelson and Watson Lake, Yukon Territory, however services are very limited and seasonal. The vast majority of goods transported between Alaska, and the contiguous US states are via Hwy 97 for shipment.

Fluorspar mineral showings were first discovered in the Liard River area in 1953 by prospectors in search of uranium mineralization. They identified fluorite, witherite and barite in several places along the gently dipping disconformity between shales of what were then referred to as the Upper Devonian Fort Creek Formation (now called Besa River Formation) and limestones of the Middle Devonian Ramparts Formation (now called Dunedin Formation). These

became the Gem showings, which are the most southerly occurrences in the area, approximately three kilometres north of Liard Hot Springs and seven kilometres south of the Liard Property. In 1954, Conwest Exploration Company Limited ("Conwest") bulldozed a road from Mile 498 on the Alaska Highway to the Gem showings, stripped the known exposures and collected and shipped a ~3.5 tonne (4 ton) bulk sample to Ottawa for metallurgical testing. Several new showings were found in the course of surveying and geological mapping on the property.

No further work was recorded in the area until the early 1970s. In July of 1971, regional prospecting by a four-man helicopter supported crew resulted in the discovery of additional fluorspar occurrences and in September 1971 claims were staked, an access road was built, and additional showings discovered. In total, 10 additional fluorspar mineral showings were found to the north of Gem: Henry, Bar, Fire, Cliff, Coral, Camp, Nick, Tam, Strap and Tee. Henry and Bar are south of the Liard Property, the other eight showings are on the property. Tee, the most northerly showing, is approximately 16 km north of the Gem showing, and 19 km north of the Alaska Highway. In 1971, many of the prospects and some general geology were briefly mapped and in September of that year, bulldozer trenching was completed at the Tam, Camp, Coral and Fire prospects and 576.4 m of BQ drilling was completed, comprising 492.9 mat Tam and the remainder on the Cliff prospect. In early 1972, a new company, Liard Fluorspar Mines Ltd. was formed to acquire the claims staked in 1971. They also acquired the Gem prospect from Conwest. In the summer of 1972, more geological mapping and diamond drilling were completed. Detailed maps of the prospects from this work, show the location of surface outcrops, drill holes, trenches and access trails.

Historic work is summarized in Table 2 below.

Table 2 – Historic Work on the Liard Area Fluorite Showings

Showing	Drilling, # of holes			Other Work	
	1971	1972	Total	Trenching	Grab sampling
Gem		17	17	Yes	
Camp				Yes	
Cliff	2	2	4		
Coral		12	12	Yes	
Fire		18	18	Yes	
Nick				Yes	
Strap					Yes
Tam	12	10	22	Yes	
Tee		3	3		

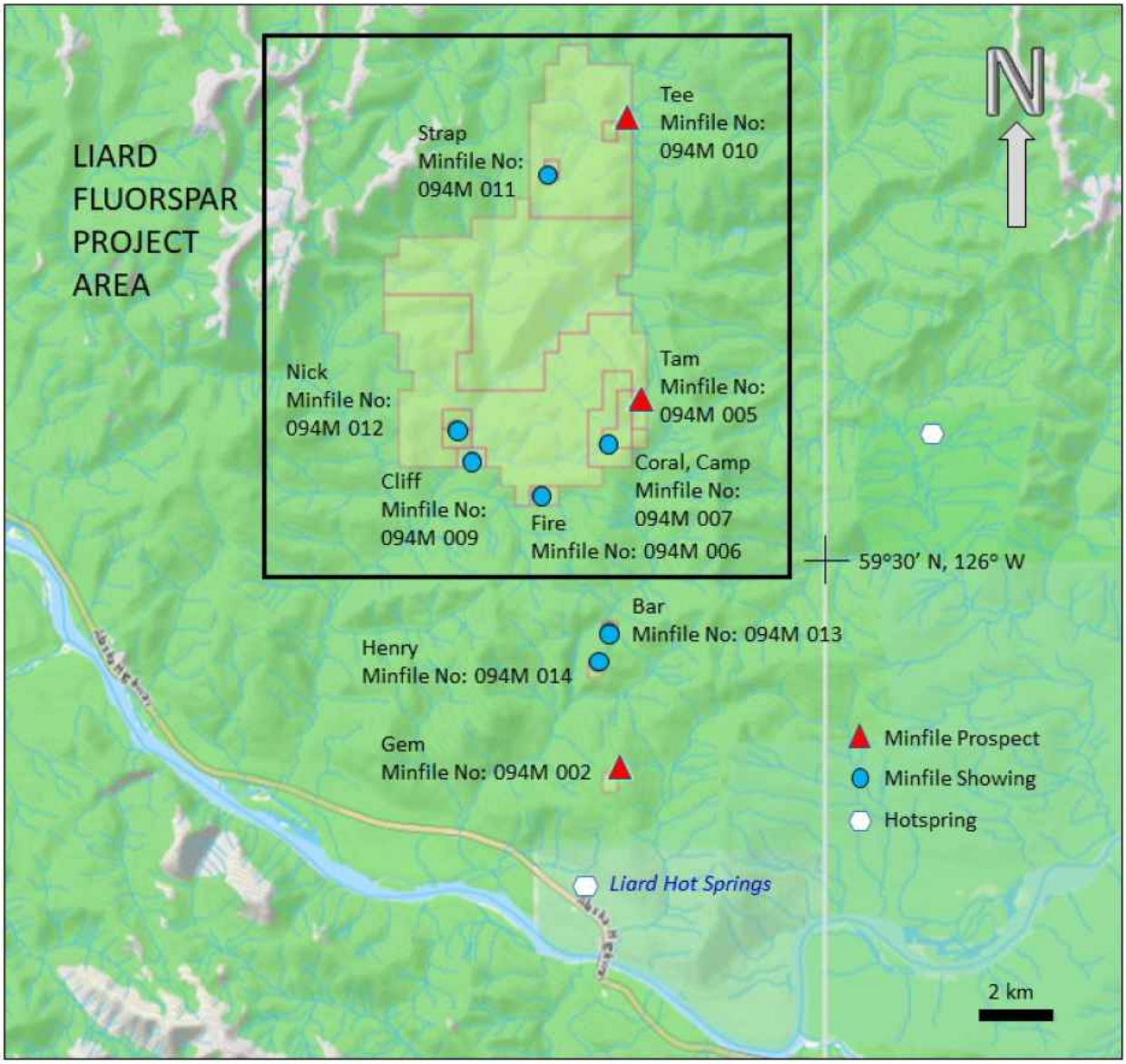
Table 3 - Summary of Historic Work on Liard Property from 2013

Summary of Historic Drilling and Bulk Sampling

Showing	Drill holes			1971-1972 Bulk Sample	
	1971	1972	Total		
GEM A	-	*4*	*4*		
GEM E	-	*15*	*15*		
CLIFF	2	2	4		Current Liard Fluorspar Property
CORAL	-	12	12	2	
FIRE	-	18	18	2	
TAM	12	11	23	6	
TEE	-	3	3		
CAMP	-	-	-		
TOTALS	**14**	**65**	**79**	**10**	

The revised figures for work including bulk samples. With loss of some drill data, totals could not be verified by the author of the Technical Report.

Figure 2 - The GEM showing is not in the Liard Property area.



The drill core from 1971 and 1972 was stored at the camp site set up to complete this work, however, the core racks have collapsed and no markings are visible on the boxes, so it cannot be used for any verification work.

In 1986, the fluorspar showings were re-staked as the Thor property, but there is no record of exploration work being done at that time. In 1988, the Tam, Tee and Gem showings were visited as part of a province-wide fluorspar survey conducted by the provincial government and grab samples collected for geochemical analyses (Table 3). Regional water and stream sediment samples were also collected as part of this study.

In 2012, Prima Fluorspar Corporation ("**Prima**"), which acquired the Liard Property, conducted a brief reconnaissance helicopter-supported exploration programme. The Coral, Fire, Tarn and Tee showings were visited, and 15 grab samples collected for whole-rock geochemistry.

No further work was reported by Prima and with complications arising out of overseas acquisitions and a drop in fluorspar prices, the claims were relinquished in 2014.

In 1971, drill core and surface bulk samples from the Coral, Fire and Tam prospects were submitted to Lakefield Research of Lakefield, Ontario, for metallurgical test work. A total of 39 tests, including mineralogy, grinding, floatation and ore dressing studies were carried out.

As reported by N.G. McCallum in 2013:

> *"Specific attention made to separate samples with varying geological compositions, i.e. limestone-breccia vs shale-breccia.*
>
> *The majority of the flotation tests used a "modified United States Bureau of Mines procedure", also referred to as the lignin sulphonate-sodium fluoride method.*
>
> *In general, a concentrate of greater than 93% CaF_2 was produced from all but one (low- grade) sample, with recoveries between 75 to 95 percent (with the exception of the low- grade sample).*
>
> *A discrepancy in the analytical testing was noted, and the "bidtel method" of analysis gave results which were 3.5 to 4.3 percent higher than the corresponding standard distillation method analysis. The authors of the report thereby concluded that fluorspar concentrate containing 93.5% CaF_2 by distillation would obtain 97%CaF_2 by the Bidtel method, and hence qualify as acid-grade product.*
>
> *The current author believes that the samples are representative of the expected deposits, as the historic operators selected the samples to represent varying amounts of limestone breccia and shale breccia. The assumption that the Bidtel method is more representative should be verified by modern processing and analytical work. The authors of the previous reports did not explain the reasoning behind the different grades, and what went into their assumption that the Bidtel method was more appropriate. The Bidtel analytical method was apparently still in use by some of the last producing fluorite producers (Ozark-Mahoning) in the Illinois-Kentucky district (Peng, 1996).*
>
> *The deleterious elements in a >97% CaF_2 acid-grade fluorspar include up to 1.5% $CaC0_3$, 1.0%$Si0_2$, 0.03 – 0.1% S, 10-12 ppm As and 100 - 550 ppm Pb (Bide et al. 2011).*
>
> *The historic results for those elements are included for three composite samples include between 0.44 - 1.40% CaC03 and 0.96 - 1.28% SiO_2. These indicate that a product below the carbonate threshold, and a silica content that is near the threshold can be produced. The 2012 sampling revealed less than 8 ppm Pb in the grab samples, so even with concentrating; the Pb content is likely to remain low. As and S were not analyzed for, but those levels are also expected to be quite low as the mineralization in general is very sulphur-poor. "*

This historic work has not been verified. Results are summarized in Table 4 below.

Table 4 - Summary of Historic Metallurgical Test Results (1971)

Sample Name	Sample Type	Showing	Sample Rock Type	Sample Weight (kg)	Head Assay % CaF2	Concentrate % CaF2*	% Recovery CaF2
Bulk Sample No. 1	Outcrop/pit composite	TAM	**Limestone breccia**	450- 540	60.5	94	89.5
Bulk Sample No. 2	Outcrop/pit composite	TAM	**Limestone breccia**	450- 540	49.78	93.7	90.4
Bulk Sample No. 3	Outcrop/pit composite	TAM	Shale breccia	450- 540	36.12	94.3	89.6
Bulk Sample No. 4	Outcrop/pit composite	CORAL	Limestone breccia - high grade	450- 540	64.88	93.8	95.3
Bulk Sample No. 5	Outcrop/pit composite	FIRE	Limestone breccia - vuggy	450- 540	42.94	94.2	87.6
Tam Prospect No. 1	Channel/trench composite	TAM	N.S.	N.S.	17.56	89.3	33.2
Tam Prospect No. 2	Channel/trench composite	TAM	N.S.	N.S.	63.44	93.7	95.4
Tam Prospect No. 3	Channel/trench composite	TAM	N.S.	N.S.	59.05	94.9	74.9
Coral Prospect No.1	Channel/trench composite	CORAL	N.S.	N.S.	53.68	95.5	55.8
Fire Prospect	Channel/trench composite	FIRE	N.S.	N.S.	50.75	93.5	89.9
Drill Core LBM Composite	Drill hole composite	TAM	Limestone breccia matrix	N.S.	33.5	93.6	83.5
Drill Core SBM Composite	Drill hole composite	TAM	Shale breccia matrix	N.S.	30.73	93.5	79.6

• *Distillation method; N.S.* = Not *specified*

A number of historic grade and tonnage estimates exist for the Liard Fluorspar deposits, however none of these are NI-43-101-compliant In 2013, N.G. McCallum concluded:

> *"The original drill logs and assays for the 79 drill holes have not been preserved in the public archives; and the search for these records in the private domain continues. This, in combination with the poor condition of the drill-core and the inability to re-locate the historic drill collars requires that the company will need to conduct its own drilling campaign in order to build a current resource estimate."*

The author of the Technical Report concurs with the statement by McCallum set out above. In addition, it is not always clear which showings are included in the historic resource estimates, and some may include showings that are not included in the current Liard Property area. New work will be necessary to evaluate the Liard Property.

The Liard fluorspar showings occur within the Foreland Belt of the Canadian Cordillera, which is an easterly verging zone of shallow thrust faulting and decollement folding, involving supracrustal rocks that were originally deposited on the western North American continental margin. They occur in the southernmost extension of the Mackenzie Mountains, which are dominated by north-south trending structures, and are north of the Rocky Mountains, which are characterized by northwest-southeast trending structures (Figure 3).

To the east of the Liard Property, Triassic (Mesozoic) strata of the Ludington, Toad and Grayling formations are exposed; these rocks were deposited in the Liard Basin, a sub-basin of the Western Canada Sedimentary Basin. Palaeozoic strata crop out at surface elsewhere in the region and become increasing older, as one moves west and southwest across the area (Figure 3). The Palaeozoic strata are a mix of coarse- and fine-grained elastic sediments and carbonate rocks and were deposited along the passive margin of North America. Rift-related elastic-dominated Cambrian and Ordovician strata of the Mount Roosevelt Formation (or equivalent) and Kechika Group are the oldest in the region, cropping out approximately 30 km to the south of the project area. These are unconformably overlain by a carbonate-dominated platform succession (Nonda, Muncho-McConnell, Wokkpash, Stone and Dunedin formations) that were deposited from the Silurian through to the Middle Devonian. The carbonate strata are overlain by a elastic-dominated upper Palaeozoic succession (the middle to upper Devonian, Mississippian and Pennsylvanian Besa River and Kindle formations) that records local block faulting and extension.

The structural style of the Mackenzie Mountains is dominated by broad anticlines that are cored by Neoproterozoic strata, with Palaeozoic strata preserved in the narrow synclines. Deformation occurred during the Cretaceous to early Cenozoic east-west compressional event associated with subduction and terrane accretion at the western margin of North America that resulted in formation of the Canadian Cordillera.

Figure 3 - Regional geology, Liard Property and Liard Basin

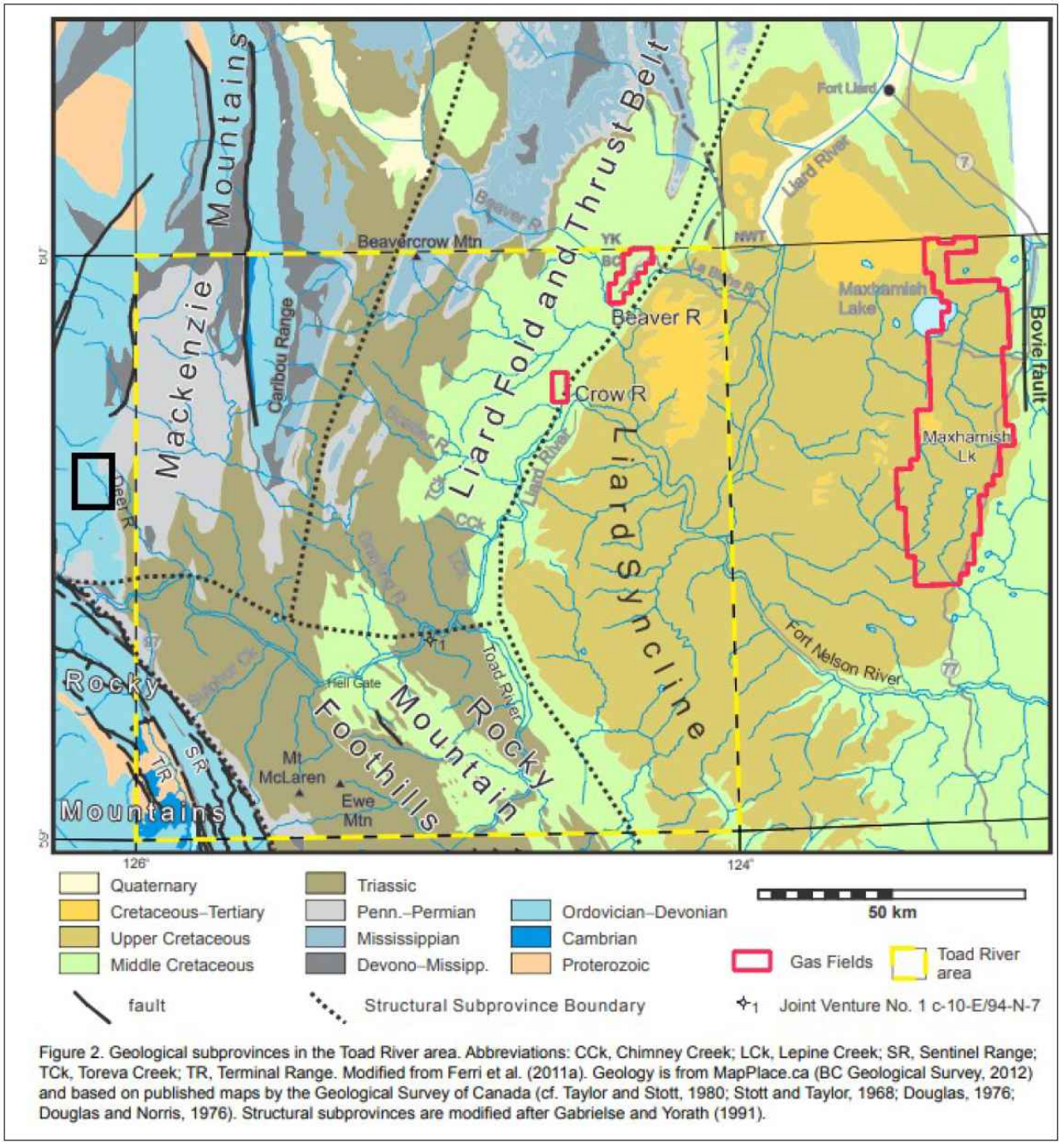


Figure 2. Geological subprovinces in the Toad River area. Abbreviations: CCk, Chimney Creek; LCk, Lepine Creek; SR, Sentinel Range; TCk, Toreva Creek; TR, Terminal Range. Modified from Ferri et al. (2011a). Geology is from MapPlace.ca (BC Geological Survey, 2012) and based on published maps by the Geological Survey of Canada (cf. Taylor and Stott, 1980; Stott and Taylor, 1968; Douglas, 1976; Douglas and Norris, 1976). Structural subprovinces are modified after Gabrielse and Yorath (1991).

Liard Property Geology

The Liard Property is underlain by Middle Devonian Dunedin Formation fossiliferous limestones and Middle to Upper Devonian to early Mississippian Besa River siltstones and shales.

Overlying the Dunedin Formation is a thick sequence of black shale, siltstone, minor calcareous siltstone/shale, sandstone and minor thin buff dolomitic layers that is considered to belong to the Besa River Formation

In the project area, the Dunedin Formation is exposed in the core of a broad, open antiform with a north-south-trending, south-plunging axis. Strata in the area are gently dipping and have been disturbed by localized faulting and brecciation

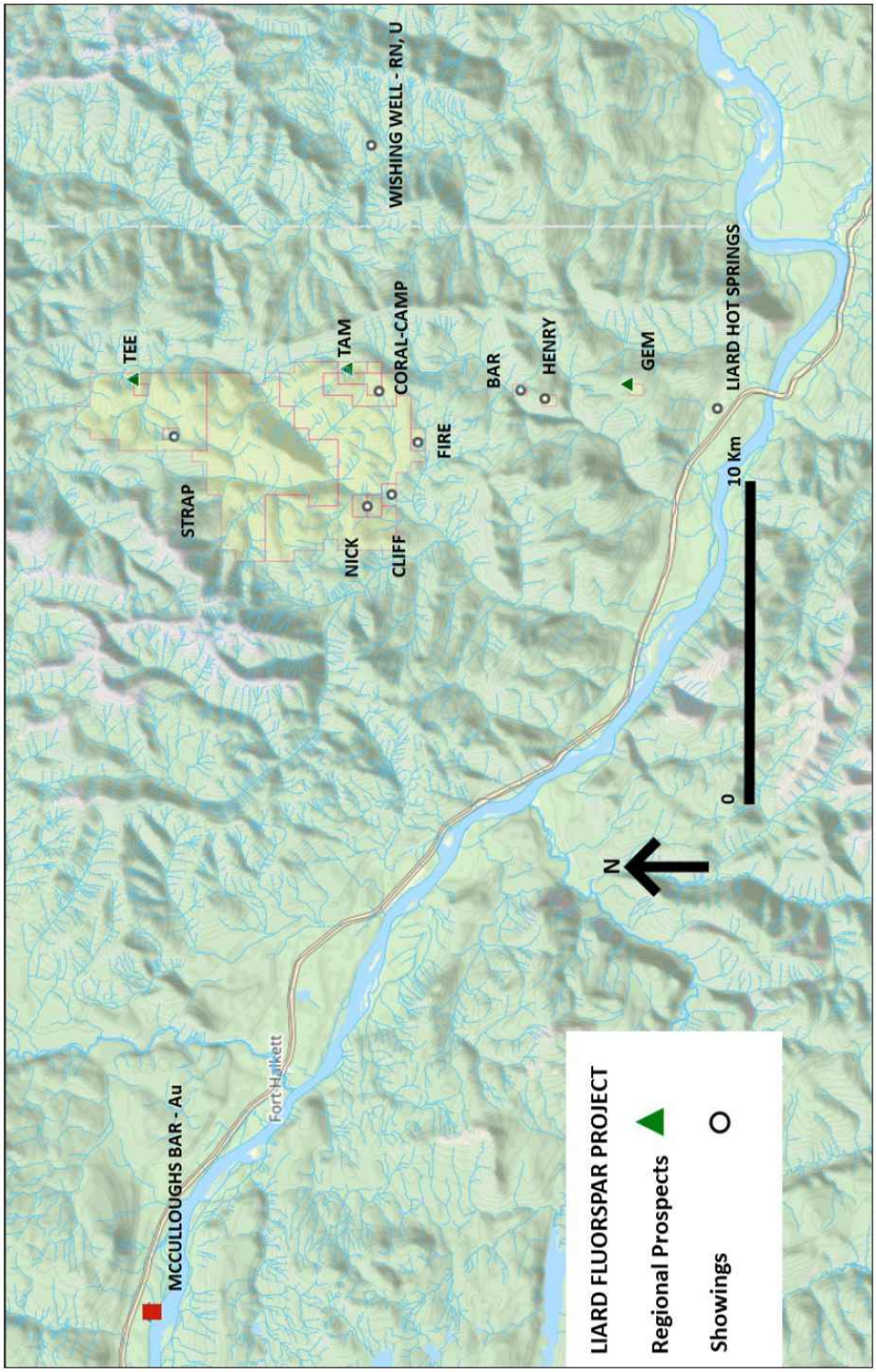
Mineralization

Mineralization in the Liard fluorspar showings consists predominantly of fluorite (CaF_2) and witherite ($BaCO_3$) and occurs at, or near, the contact between the Besa River shales and underlying Dunedin Formation limestones. In most of the showings, the majority of the mineralization occurs in the limestone; however, in some cases, minor amounts of fluorite and witherite are found in the shales overlying mineralized limestone, or, rarely, confined to the shales. Mineralization commonly occurs as infillings and replacements in limestone- or shale- breccias, or as veins or fracture fillings in the surrounding limestones and shales. Various styles of breccia have been reported, including crackle breccia, mosaic breccia and chaotic breccia.

In addition to fluorite and witherite, mineralized zones also contain barytocalcite ($BaCa(CO_3)_2$), minor barite ($BaSO_4$) and quartz. The fluorite can be fine-grained and dark grey to black, or coarse-grained in various shades of purple, mauve, grey or, rarely colourless or pale green. Coloured varieties are bleached pale to white on weathered surfaces. The fine-grained dark grey to black fluorite has a granular texture and is associated with fine-grained carbon. The barium minerals are generally fine-to coarse-grained and grey to white in colour. Calcite, powdery hydrocarbons and H2S gas are sometimes present but, along with some of the silica, are thought to be part of the original carbonate and shale sequence and not related to the mineralizing event.

Eight showings are present in the current Liard Fluorspar project area: TEE, STRAP, TAM, CORAL, CAMP, FIRE, CLIFF and NICK. Four other showings, TEASER, BAR, HENRY and GEM occur south of the current project area. The main showings in the Liard Property area have been previously mapped and described in detail in historical reports. Information from these reports is outlined below. Results of the historic sampling have not been verified, cannot be considered NI-43-101 compliant, and are included in the Technical Report and in this Information Circular for reference only. All the major showings are documented in the British Columbia Geological Survey Mineral Inventory (“Minfile”)

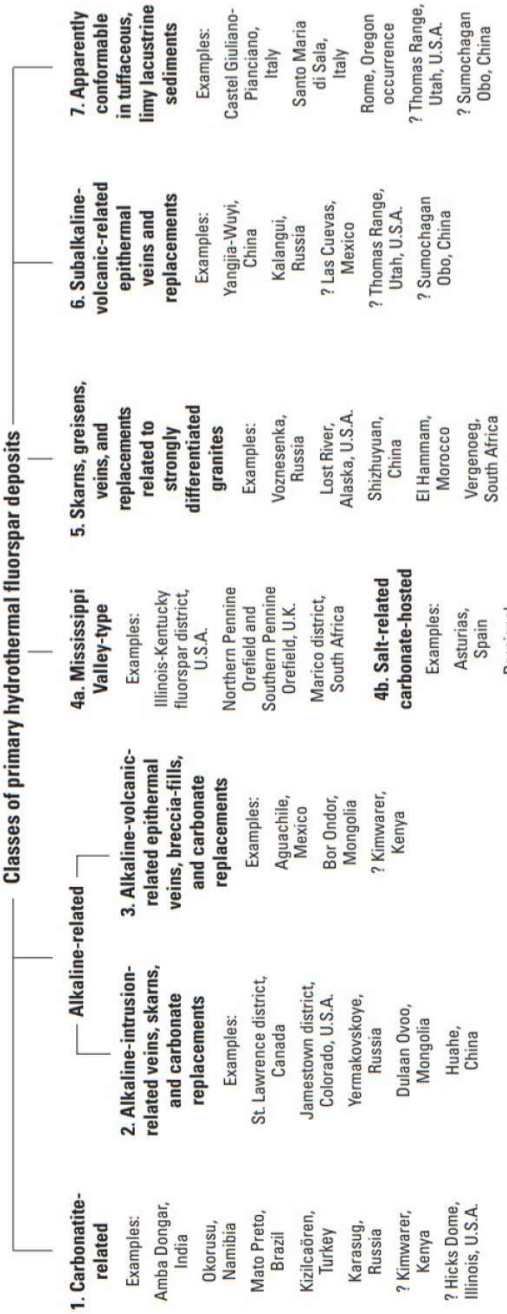
Figure 4


WISHING WELL - RN, U
TEE
TAM
CORAL-CAMP
BAR
HENRY
GEM
LIARD HOT SPRINGS
STRAP
FIRE
NICK
CLIFF
10 Km
0
N
MCCULLOUGHS BAR - Au
Fort Halkett
LIARD FLUORSPAR PROJECT
Regional Prospects
Showings

Deposit Types

Fluorspar deposits occur in a wide variety of geological environments. They can broadly be grouped into seven classes, reflecting a great variation of fluid temperatures and compositions, resulting from highly varied tectonic and magmatic settings (Figure 5).

Figure 5



The Liard fluorspar deposits are predominantly carbonate-hosted and would be most closely associated with the Class 4 (Mississippi Valley-type, “MVT”) deposits.

Exploration

The author of the Technical Report was unable to obtain any information on whether any exploration was conducted on the Liard Property between 2012 and 2021. In 2021, on the Tam occurrence, there was evidence of quite recent (less than one year old), sampling of the fluorspar, with selected grabs taken using apparently discarded or forgotten hammer and chisel (see ff). On September 1, 2021, the author of the Technical Report visited the Liard Property, accompanied by Raul Sanabria, Vice President, Exploration for Ares. The Liard Property examination entailed a preliminary study of the local geology and mineralized occurrences.

Drilling

Other than historical work, no recent drilling has been done at the Liard Property.

Mineral Processing and Metallurgical Testing

No recent mineral processing or metallurgical testing has been conducted. Historic work is summarized in Section 6.2 Historic Mineral Processing and Metallurgical Testing.

No recent NI-43-101 compliant mineral resource estimates exist. Historic work is set out in the Technical Report under the section titled, “Historic Grade and Tonnage Estimates”.

Conclusions and Recommendations

The author of the Technical Report verified two well-developed fluorspar mineralized showings.

The author of the Technical Report believes that the Liard Property is an underexplored exploration project with good potential for the discovery of a large mineralized system indicated by the extent of mineralization, historic showings, and the results from exploration programmes completed by previous operators.

For nearly all known showings, there appears to be a strong spatial relationship between fluorspar mineralization and the Dunedin-Besa River formations contact. At this stage, structural controls are less well defined, but recommended work (below) would improve the understanding of such. Any major change in fold geometry at the Besa-Dunedin boundary could result in the formation of potentially economic ‘traps’ for fluorspar-mineralization.

The Fall LiDAR/DEM survey results provides valuable and detailed information on the extent of historic workings and significantly aids their definition, particularly as several are now partially overgrown. Structural interpretation using the data will be most useful.

All drilling is of an historic nature, and implementation of a new programme requires significant surface work, combining detailed mapping and systematic sampling to establish and verify workings and possibly drill sites, and developing a robust GIS database.

Geophysical surveying by resistivity or IP would be beneficial in locating subsurface mineralization and delineating potentially favourable faulting. Simple VLF-EM can also be effective as would be the use of a portable XRF (X-ray fluorescence) machine.

As stated above, the vast majority of the Liard Property remains underexplored and a better understanding of the geology would be achieved in part by a property-wide reconnaissance mapping and prospecting programme.

The following exploration work was recommended in the Technical Report for the Liard Property:

Phase I

Structural analysis using the DEM data which may show faults and folding pertinent to physical controls on mineralization.

Either establish a base at the Liard Hot Springs resort or an on-property camp, both of which would require helicopter support. For the first 1-2 months, trail restoration would necessitate using the resort as at least a temporary base of operations.

Using the LiDAR/DEM data, flag old routes to all showings and assess them for upgrading to permit at least ATV access on all.

The author of the Technical Report believes that permitting for this work should commence as soon as possible due to the extent of the roads and trails.

Field check old workings and accurately locate using GPS. Amend/correct historic data as where/when necessary. Collate all surface and drill information into a digital format.

The road north from the communications tower should be re-established to permit ATV access to the old camp and TAM. Old roads to other historic showings could also be cleaned out, based on results from mapping and sampling. Road widening to provide larger vehicular access, e.g. bulldozer or backhoe would be predicated on positive findings.

Obtain a work permit for trail or road re-construction to the old camp site and TAM as soon as possible.

Strip and map all the known historic showings to provide accurate modem geological data. Tie in data to historical records to produce a more accurate geology of the historic showings, and extent of past work.

Phase II

Based on the historical work, it is possible Tam will form the priority target. Geophysical surveying is recommended prior to implementing a drill programme with the aim to obtain an indicated resource meeting current industry and regulatory requirements.

Drilling on other targets on the Liard Property would be predicated on results from Tam, including metallurgical work thereon.

Vanadium Property

Pursuant to the Conveyance Agreement, Enyo will also acquire the Vanadium Property from Ares. Below is a summary of certain scientific and technical information respecting the Vanadium Property.

The Vanadium Property is approximately 5.5km long and 4km wide and located near the town of Barrière, British Columbia, approximately 60km north of the city of Kamloops, the central business hub and a historic mining area of British Columbia. Access to the Vanadium Property is by the Westside Road that runs from Kamloops to Barrière along the western shore of the North Thompson River. The underlying geology is characterized by volcanic derived sedimentary rocks of the Late Paleozoic Harper Ranch Group. These rocks, which include mudstones, limestones and andesites, have been intruded by a complex pluton (Poison Creek pluton) composed of: amphibolitic gabbros, amphibolitic diorites, diorites granodiorites, and granites. In the contact between the carbonatic rocks and the igneous rocks, during the emplacement of the pluton, contact metamorphism has produced skarns; resulting in the development of magnetite rich seams and pods of potential economic interest as a source of iron ore.

An exploration program conducted in 2008 by a previous holder included a ground magnetic survey carried out at 25 metre sample intervals in lines spaced 50 meters apart that covered almost the entire magnetic anomaly

delineated by the 2006 airborne geophysical survey conducted by Sanders Geophysics Ltd. The ground magnetic survey was conducted to better define any potential mineralized structures or mineralized zones within this anomaly. Also conducted during the 2008 program was the extension of a 2007 soil survey grid to the south. The soil grid was completed in hopes of delineating new precious or base metal anomalies associated with the intrusion. The survey consisted of 357 samples and covered an area of 1.5 km2. Assay results showed a well-defined vanadium anomaly coincident with the magnetic-high anomalies detected during the ground magnetic survey (portable magnetometer) completed that same year.

The follow up work focused in detail contouring of the coincident magnetic anomaly with a vanadium in-soil anomaly resulted in the discovery of massive and disseminated vanadium-rich magnetite (*coulsonite*) lenses and seams. Two significant magnetic anomalies, Iron Mist (240x300 meters) and Iron Ridge (650x250 meters), were later surveyed with a portable magnetometer in a 5x5 meter spacing grid in order to define continuity of the exposed magnetite-rich seams covered by shallow overburden. A third anomaly, Irony (550x250), shows disseminated magnetite in a coarse-grained amphibolitic gabbro; also coincident with a vanadium in-soil anomaly. Several other anomalies, smaller in size, were also identified and have the potential to host iron mineralization as well, or being connected beyond the penetration capacity of the portable magnetometer at depth to show in the interpreted maps. These magnetite showings appear to be associated with skarn mineralization which developed during the emplacement of the Poison Creek pluton and related intrusive events. The iron mineralization occurs as massive replacements and disseminations of magnetite along the southwestern contact of the complex amphibolitic-gabbro/diorite intrusion and meta-sediments of the Harper Ranch formation (volcaniclastics and sedimentary rocks).

The Vanadium Property is characterized by a vanadium-rich magnetite mineralization was discovered following a release by the Provincial Government of a regional airborne magnetic survey pointing at a very localized and intense magnetic anomaly in Barriere. Follow up surface mapping and ground geophysics resulted in well-defined magnetic anomalies and vanadium-rich magnetite mineralization exposed right at surface within a very coarse grained gabbro and gabbro-diorite intrusion and related *skarns*.

A preliminary diamond drill program was completed in November 2009 to test the continuity of the previously discovered magnetic anomalies at depth for an aggregate of 658 meters of diamond drilling in 7 shallow holes. The program was distributed in two separate zones: the Vanadium Property prioritized targets (magnetic anomalies coincident with Vanadium in-soil anomalies). The program resulted in the discovery of multiple massive magnetite seams and pods. Seven drill holes intersected broad intervals of magnetite mineralization with three of them ending in magnetite-rich mineralized zones. Initial metallurgical testing of the magnetite / vanadium produced concentrate averaging 67% iron, 93% magnetite, and 0.74% vanadium with possible DSO (direct shipping ore). The assays also indicate that the magnetite is coarse-grained, soft, and that silica is not bound in magnetite. Crushing produces a good liberation of silica at 106 microns resulting in a high-grade magnetite concentrate even in samples with disseminated magnetite. Elevated levels of vanadium in the concentrate may prove economically viable thereby adding significant value to the concentrate.

Description of the Enyo Shares

The authorized capital of Enyo consists of an unlimited number Enyo Shares without par value. On completion of the Arrangement, it is anticipated that the only outstanding Enyo Shares will be the Enyo Spinout Shares.

Dividend Policy

Enyo has not paid dividends since its incorporation. Enyo currently intends to retain all available funds, if any, for use in its business and does not anticipate paying any dividends for the foreseeable future.

Voting and Other Rights

Holders of Enyo Shares are entitled to one vote per Enyo Share at all meetings of Enyo Shareholders, to receive dividends as and when declared by the directors and to receive a pro rata share of the assets of Enyo available for

distribution to holders of Enyo Shares in the event of liquidation, dissolution or winding up of Enyo. All rank *pari passu*, each with the other, as to all benefits which might accrue to the holders of Enyo Shares.

Consolidated Capitalization

Enyo has not completed a financial year. There have not been any material changes in the share and loan capital of Enyo since the date of incorporation other than the proposed issuance of the Enyo Spinout Shares to Ares prior to the Effective Time. See the audited financial statements of Enyo as at the date of incorporation on June 24, 2022 appended as Schedule "F" to this Information Circular, and the Carve Out Financial Statements of Ares and related management discussion and analysis appended as Schedule "H" and Schedule "I", respectively, to this Information Circular.

Options and Other Rights to Purchase Shares

The Enyo Board has adopted the Enyo Equity Incentive Plan, subject to approval by the Ares Shareholders and, if required, the CSE. The purpose of the Enyo Equity Incentive Plan is to allow Enyo to grant certain forms of equity-based compensation, such as Options, RSUs, DSUs and PSUs (as such terms are defined in this Information Circular), to directors, officers, employees and consultants, as additional compensation, and as an opportunity to participate in the success of Enyo. The granting of such equity-based forms of compensation is intended to align the interests of such persons with that of the Enyo Shareholders. The terms of the Enyo Equity Incentive Plan are virtually identical to those of the Ares Equity Incentive Plan adopted by the Ares Board, and as further described in this Information Circular. See "*Particulars of Matters to be Acted Upon – Approval of Enyo Equity Incentive Plan*".

No equity-based compensation has been granted under the Enyo Equity Incentive Plan or otherwise since incorporation.

The full text of the Enyo Equity Incentive Plan is available for viewing up to the date of the Meeting at Ares's head office located at Suite 1001 – 409 Granville Street, Vancouver, British Columbia V6C 1T2 and will also be available for review at the Meeting.

Upon completion of the Arrangement, Enyo will have approximately 204,950 Enyo Options outstanding, held by Ares Optionholders which will be issued pursuant to the Plan of Arrangement. These Enyo Options will be issued pursuant to and will be subject to the terms of the Enyo Equity Incentive Plan, and the rules and policies of the CSE. In addition, Enyo will have obligations to issue approximately 1,455,342 Enyo Shares upon exercise of Ares Warrants, all in accordance with the terms of the Plan of Arrangement. In addition, Enyo intends to grant Enyo Options to the new directors, officers, employees and consultants pursuant to and subject to the terms and limits in the Enyo Equity Incentive Plan.

Prior Sales

Enyo has not issued any shares except one incorporation Enyo Share to Ares on June 24, 2022 for consideration of $1.00. This share will be cancelled upon closing of the Arrangement. Prior to the Effective Time, Enyo intends to issue the Enyo Spinout Shares to Ares to complete the acquisition of the Spinco Properties.

Escrowed Securities and Securities Subject to Contractual Restriction on Transfer

There are no Enyo Shares currently held in escrow or that are subject to a contractual restriction on transfer. On completion of the Arrangement, all Enyo Shares held by principals of Enyo will be subject to the escrow requirements of the CSE.

Resale Restrictions

See "*Particulars of matters to be Acted Upon – Approval of the Arrangement -Securities Law Considerations*" in this Information Circular.

There is currently no market through which the Enyo Shares may be sold and, unless the Enyo Shares are listed on a stock exchange, Ares Shareholders may not be able to resell the Enyo Shares. There can be no assurances that Enyo will be able to obtain such a listing on the CSE or any other stock exchange.

Principal Shareholders

To the knowledge of the directors and executive officers of Enyo, and based on existing information as of the date hereof, no person or company, upon completion of the Arrangement will, beneficially own, or control or direct, directly or indirectly, voting securities of Enyo carrying 10% or more of the voting rights attached to any class of voting securities of Enyo.

Directors and Officers

The following table sets forth certain information with respect to each proposed director and executive officer of Enyo:

Name, Province or State, and Country of Residence and Position(s)[1][2]	**Principal Occupation During Past Five Years**[1]	**Number of Enyo Shares Beneficially Owned, Controlled or Directed, Directly or Indirectly, Immediately Following the Completion of the Arrangement**[3]	**Percentage of Enyo Shares Issued and Outstanding Immediately Following the Completion of the Arrangement**[4]
James Walker British Columbia President, CEO and Director	CEO of Enyo since June 24 2022; President, CEO and Director of Ares since December 1, 2019	636,389	4.67%

Name, Province or State, and Country of Residence and Position(s)[1][2]	Principal Occupation During Past Five Years[1]	Number of Enyo Shares Beneficially Owned, Controlled or Directed, Directly or Indirectly, Immediately Following the Completion of the Arrangement[3]	Percentage of Enyo Shares Issued and Outstanding Immediately Following the Completion of the Arrangement[4]
Paul Sarjeant Ontario, Canada Director	Director of Ares since October 13, 2011. Mr. Sarjeant is a Professional Geologist who has been involved in mineral exploration and development in North and South America and throughout Africa, Asia and Europe for more than 25 years. He holds a BSc (Honours) in geological sciences from Queen's University in Kingston, Ontario and is a member of the Association of Professional Geoscientists of Ontario. Mr. Sarjeant has previously held management positions in several junior mining companies. He currently is founder of Doublewood Consulting Inc., a consulting company that provides management and technical advice and services to the exploration/mining sector. Mr. Sarjeant serves as a director, Qualified Person and consultant to a number of private and public mining companies. Currently Mr. Sarjeant acts as Manager of Geology for Largo Resources Ltd.	3,125	0.02%
Changxian Li Beijing, PRC Director	Mr. Changxian Li has over 30 years of experience in trading between China and the rest of the world. As a manager of Mitsubishi Corporation in China, he was responsible for their iron ore trading operations. After this, he established a resources trading investment and company, Normet Industries Limited, which primarily invested in and traded iron ore and steel products between China and the United States, Canada and Australia. He currently is the founder and partner of OMC Investments Limited, which primarily focus on new resource supply for fast growing China market.	96,490	0.71%
Bob Li Shanghai, PRC Director	Director of Ares since June 9, 2020 Mr. Bob Li is the Managing Director of the Mujim Group, one of Asia largest fluorspar producers. Mr. Li operates several fluorspar mines in Thailand and Laos, as well as fluorspar trading companies in India, China, and the UAE.	907,534	6.65%

Name, Province or State, and Country of Residence and Position(s)[1][2]	Principal Occupation During Past Five Years[1]	Number of Enyo Shares Beneficially Owned, Controlled or Directed, Directly or Indirectly, Immediately Following the Completion of the Arrangement[3]	Percentage of Enyo Shares Issued and Outstanding Immediately Following the Completion of the Arrangement[4]
Raul Sanabria British Columbia, Canada Director	Director of Ares since June 1, 2019 Mr. Sanabria has over 20 years of international experience as an exploration and mine geologist in a variety of mineral deposits. He started his career working 5 years for MINERSA Group, the largest European Fluorspar Producer. He is VP Exploration for Rover Metals Corp. and recently worked as Senior Exploration Manager for Tudor Gold Corp., Chief Geologist for Red Eagle Exploration, and VP Exploration of American Creek Resources Ltd., G4G Resources Ltd., and Northern Iron Corp. He was President and CEO of Condor Precious Metals Inc. Currently he is President of Malabar Gold Corp./Minera La Fortuna SAS focused on small scale gold production and toll milling in Colombia	53,200	0.39%
Ron Woo British Columbia, Canada Director	Mining Engineer, P. Eng, MBA, with over 22 years of experience. Currently President of Gold Mountain Mining Corp. Previously: CEO for Bayshore Minerals Inc, COO for Rover Metals, Project Manager for Ledcor; Technical Services Manager for Western Coal Corp, Senior Mine Engineer for Hunter Dickinson.	Nil	Nil%
Viktoriya Griffin British Columbia, Canada CFO	CFO of Ares since January 1, 2018	20,000	0.00%

(1) The information as to residence and principal occupation, not being within the knowledge of Ares or Enyo, has been furnished by the respective directors and officers individually.

(2) Directors serve until the earlier of the next annual general meeting or their resignation.

(3) The information as to securities beneficially owned or over which a director or officer exercises control or direction, not being within the knowledge of Ares or Enyo, has been furnished by the respective directors and officers individually based on shareholdings in Ares as of the date of this Information Circular.

(4) Assuming approximately 13,600,000 Enyo Shares are outstanding after completion of the Arrangement.

Upon the completion of the Arrangement, it is expected that the directors and executive officers of Enyo as a group, will beneficially own, directly or indirectly, or exercise control or direction over an aggregate of approximately 3,915,569 Enyo Shares, representing approximately ♦% of the issued Enyo Shares assuming approximately 13,600,000 Enyo Shares are outstanding after completion of the Arrangement.

The principal occupations of each of the proposed directors and executive officers of Enyo within the past five years are disclosed in the table above.

James Walker – President, Chief Executive Officer and a Director

James Walker, 39

Mr. Walker is expected to commit approximately 50% of his time to Enyo's business. He has not executed a non-competition or non-disclosure agreement with Enyo.

Paul Sarjeant – Director

Paul Sarjeant, 62

Mr. Sarjeant is expected to commit approximately 10% of his time to Enyo's business. He has not executed a non-competition or non-disclosure agreement with Enyo.

Changxian Li – Director

Changxian Li, 53

Mr. Changxian Li will not work full time for Enyo but will devote such time as is required in connection with his duties. Management of Enyo does not anticipate that Mr. Changxian Li will enter into a non-competition or non-disclosure agreement with Enyo.

Bob Li – Director

Bob Li, 43

Mr. Bob Li will not work full time for Enyo but will devote such time as is required in connection with his duties. Management of Enyo does not anticipate that Mr. Bob Li will enter into a non-competition or non-disclosure agreement with Enyo.

Raul Sanabria – Director

Raul Sanabria, 44

Mr. Sanabria will not work full time for Enyo but will devote such time as is required in connection with his duties. Management of Enyo does not anticipate that Mr. Sanabria will enter into a non-competition or non-disclosure agreement with Enyo.

Ron Woo – Director

Ron Woo, 46

Mr. Woo will not work full time for Enyo but will devote such time as is required in connection with his duties. Management of Enyo does not anticipate that Mr. Woo will enter into a non-competition or non-disclosure agreement with Enyo.

Viktoriya Griffin – Chief Financial Officer

Viktoriya Griffin, 38

Mrs. Griffin will not work full time for Enyo, but will devote such time as is required in connection with her duties. She has not entered into a non-competition or non-disclosure agreement with Enyo.

Corporate Cease Trade Orders, Bankruptcies, Penalties or Sanctions or Individual Bankruptcies, Penalties or Sanctions or Individual Bankruptcies

Other than as disclosed below, to the knowledge of Enyo, no director or executive officer:

(a) is, as at the date of this Information Circular, or has been, within ten years before the date of this Information Circular, a director, chief executive officer or chief financial officer of any company (including Enyo) that:

(i) was the subject, while the director was acting in that capacity as a director, chief executive officer or chief financial officer of such company, of a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days; or

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

(c) has, within the ten years before the date of this Information Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the director;

Paul Sarjeant, currently a director of Ares and Enyo, was a director of G4G Resources Ltd. ("**G4G**", subsequently changed to White Gold Corp.) until his departure on May 8, 2013. G4G failed to file its audited annual financial statements and management discussion and analysis and the British Columbia Securities Commission issued a cease trade order respecting the securities of G4G on May 8, 2013. The cease trade order was subsequently revoked on August 7, 2013.

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

(a) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or

(b) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable security holder in deciding whether to vote for a proposed director.

Indebtedness of Directors, Executive Officers and Senior Officers

There is and has been no indebtedness of any director, executive officer or senior officer or associate of any of them, to or guaranteed or supported by Enyo during the period from incorporation.

Conflicts of Interest

The common directors and officers of Ares and Enyo are not expected to be subject to any conflicts of interest.

Statement of Executive Compensation

Compensation Discussion and Analysis

Enyo was incorporated on June 24, 2022 and, accordingly, has not yet completed a financial year and has not yet developed a compensation program. Enyo anticipates that it will adopt a compensation program that reflects its stage of development, the main elements of which are expected to be comprised of base salary, option-based awards and annual cash incentives, which elements are similar to those paid by Ares and described in this Information Circular. Please see "*Ares Strategic Mining Inc. – Statement of Executive Compensation for Ares*" in this Information Circular. There will be a cost-sharing arrangement between Ares and Enyo to be implemented upon completion of the Arrangement.

Summary Compensation

Enyo was incorporated on June 24, 2022 and has not yet completed a financial year. No compensation has been paid to date. In addition, it has no compensatory plan or other arrangements in respect of compensation received or that may be received by its Chief Executive Officer or its Chief Financial Officer in its current financial year.

Following the completion of the Arrangement, Enyo will establish a Compensation Committee (the "**Compensation Committee**"), which will administer the compensation mechanisms to be implemented by the Enyo Board. The individuals that will be appointed to the Compensation Committee, once formed, will each have direct experience that is relevant to their responsibilities in determining executive compensation for Enyo.

On an annual basis, the Compensation Committee will review the compensation of the Named Executive Officers to ensure that each is being compensated in accordance with the objectives of Enyo' compensation program, which will be to:

- provide competitive compensation that attracts and retains talented employees;
- align compensation with shareholder interests;
- pay for performance;
- support the Enyo's vision, mission and values; and
- be flexible to recognize the needs of Enyo in different business environments.

Enyo does not currently have any compensation policies or mechanisms in place. The compensation policies are anticipated to be comprised of three components; namely, base salary, equity compensation in the form of stock options, and discretionary performance-based. In addition, Named Executive Officers will be entitled to participate in a benefits program to be implemented by Enyo. A Named Executive Officer's base salary will be intended to remunerate the Named Executive Officer for discharging job responsibilities and will reflect the executive's performance over time. Base salaries are used as a measure to compare to, and remain competitive with, compensation offered by competitors and as the base to determine other elements of compensation and benefits. The stock option component of a NEO's compensation, which includes a vesting element to ensure retention, will aim to meet the objectives of the compensation program to be implemented, by both motivating the executive towards increasing share value and enabling the executive to share in the future success of Enyo. Discretionary performance-based bonuses will be considered from time to time to reward those who have achieved exceptional

performance and meet the objectives of Enyo' compensation program by rewarding pay for performance. Other benefits will not form a significant part of the remuneration package of any of the Named Executive Officers of Enyo.

The Enyo Board has adopted the Enyo Equity Incentive Plan, which plan is also subject to approval by the CSE. The Enyo Equity Incentive Plan will be substantially similar to the Ares Equity Incentive Plan and which, once implemented, will allow for the granting of incentive stock options to its officers, employees and directors. The purpose of granting such options would be to assist Enyo in compensating, attracting, retaining and motivating the directors of Enyo and to closely align the personal interests of such persons to that of the shareholders of Enyo. For a summary of the terms of the Enyo Equity Incentive Plan see "*Particulars of Matters to be Acted Upon – Approval of Enyo Equity Incentive Plan".*

Equity-Based Awards

The purpose of the Enyo Equity Incentive Plan is to allow Enyo to grant options to directors, officers, employees and consultants, as additional compensation, and as an opportunity to participate in the success of Enyo. The granting of such options is intended to align the interests of such persons with that of the shareholders. The Enyo Equity Incentive Plan, once implemented, will be used to provide stock options which will be awarded based on the recommendations of the directors of Enyo, taking into account the level of responsibility of such person, as well as his or her past impact on or contribution to, and/or his or her ability in future to have an impact on or to contribute to the longer term operating performance of Enyo. In determining the number of options to be granted, Enyo Board will take into account the number of options, if any, previously granted, and the exercise price of any outstanding options to ensure that such grants are in accordance with the policies of the CSE and to closely align the interests of such person with the interests of shareholders. The Enyo Board will determine the vesting provisions of all stock option grants.

Incentive Plan Awards

Enyo does not have any incentive plans, pursuant to which compensation that depends on achieving certain performance goals or similar conditions within a specified period is awarded, earned, paid or payable to its Named Executive Officers. Other than the Enyo Options that the Named Executive Officers will receive on completion of the Arrangement, Enyo has made no option-based or share-based awards to any of its Named Executive Officers.

Pension Plan Benefits

Enyo does not have a pension plan that provides for payments or benefits to the Named Executive Officers at, following, or in connection with retirement.

Termination of Employment, Change in Responsibilities and Employment Contracts

Enyo has no employment contracts between it and either of its Named Executive Officers. Further, it has no contract, agreement, plan or arrangement that provides for payments to a Named Executive Officer following or in connection with any termination (whether voluntary, involuntary or constructive), resignation, retirement, a change of control of Enyo or its subsidiaries, if any, or a change in responsibilities of a Named Executive Officer following a change of control. Enyo will consider entering into contracts with its Named Executive Officers following completion of the Arrangement.

Defined Benefit or Actuarial Plan Disclosure

Enyo has no defined benefit or actuarial plans.

Director Compensation

Enyo currently has no arrangements, standard or otherwise, pursuant to which directors are compensated by Enyo for their services in their capacity as directors, or for committee participation, involvement in special assignments or for services as a consultant or expert since its incorporation on June 24, 2022 and up to and including the date of this Information Circular.

Upon completion of the Arrangement, Enyo will adopt a compensation program for directors. The objectives of the director compensation program will be to attract, retain and inspire performance of members of the Enyo Board of a quality and nature that will enhance Enyo' growth. The compensation will be intended to provide an appropriate level of remuneration considering the experience, responsibilities, time requirements and accountability of directors. The philosophy, and market comparisons and review with respect to director compensation, will be the same as for the executive compensation programs to be implemented by Enyo.

The Enyo Equity Incentive Plan, once implemented, will allow for the granting of incentive stock options to its officers, employees and directors. The purpose of granting such options would be to assist Enyo in compensating, attracting, retaining and motivating the directors of Enyo and to closely align the personal interests of such persons to that of the shareholders of Enyo.

No stock options or any other security-based compensation has been granted or awarded by Enyo since the date of its incorporation on June 24, 2022.

Aggregate Options Exercised and Option Values

No stock options have been granted by Enyo or exercised since the date of its incorporation on June 24, 2022.

Audit Committee and Corporate Governance

Audit Committee

Enyo will appoint an Audit Committee following the completion of the Arrangement. Each member of the Audit Committee to be appointed will have adequate education and experience that is relevant to their performance as an audit committee member and, in particular, the requisite education and experience that have provided the member with 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 Enyo's financial statements.

It is intended that the Audit Committee will establish a practice of approving audit and non-audit services provided by the external auditor. The Audit Committee intends to delegate to its Chair the authority, to be exercised between regularly scheduled meetings of the Audit Committee, to preapprove audit and non-audit services provided by the independent auditor. All such preapprovals would be reported by the Chair at the meeting of the Audit Committee next following the pre-approval.

The charter to be adopted by the Audit Committee is expected to be substantially similar to that of Ares's Audit Committee, which is appended to this Information Circular as Schedule "K".

To date, Enyo has paid no fees to its external auditor.

Corporate Governance

Please refer to Schedule "J" for the required disclosure under National Instrument 58-101 – *Disclosure of Corporate Governance Practices* for Enyo.

Risk Factors

In addition to the other information contained in this Information Circular, the following factors should be considered carefully when considering risk related to Enyo's proposed business.

Nature of the Securities and No Assurance of any Listing

Enyo Shares are not currently listed on any stock exchange and there is no assurance that the Enyo Shares will be listed. Even if a listing is obtained, the holding of Enyo Shares will involve a high degree of risk and should be undertaken only by investors whose financial resources are sufficient to enable them to assume such risks and who have no need for immediate liquidity in their investment. Enyo Shares should not be held by persons who cannot afford the possibility of the loss of their entire investment. Furthermore, an investment in securities of Enyo should not constitute a major portion of an investor's portfolio.

Possible Non-Completion of Arrangement

There is no assurance that the Arrangement will receive regulatory, stock exchange, Court or shareholder approval or will be completed. If the Arrangement is not completed, Enyo will remain a private company and a wholly-owned subsidiary of Ares. If the Arrangement is completed, Enyo Shareholders (which will consist of Ares Shareholders who receive Enyo Shares) will be subject to the risk factors described below relating to resource properties.

Limited Operating History

Enyo was incorporated on June 24, 2022 and has a limited operating history and no operating revenues.

Dependence on Management

Enyo will be very dependent upon the personal efforts and commitment of its directors and officers**.** If one or more of Enyo' proposed executive officers become unavailable for any reason, a severe disruption to the business and operations of Enyo could result, and Enyo may not be able to replace them readily, if at all. As Enyo' business activity grows, Enyo will require additional key financial, administrative and mining personnel as well as additional operations staff. There can be no assurance that Enyo will be successful in attracting, training and retaining qualified personnel as competition for persons with these skill sets increase. If Enyo is not successful in attracting, training and retaining qualified personnel, the efficiency of its operations could be impaired, which could have an adverse impact on Enyo' future cash flows, earnings, results of operations and financial condition.

Enyo's operations are subject to human error

Despite efforts to attract and retain qualified personnel, as well as the retention of qualified consultants, to manage Enyo' interests, and even when those efforts are successful, people are fallible and human error could result in significant uninsured losses to Enyo. These could include loss or forfeiture of mineral claims or other assets for non-payment of fees or taxes, significant tax liabilities in connection with any tax planning effort Enyo might undertake and legal claims for errors or mistakes by Enyo personnel.

Financing Risks

If the Arrangement is completed, additional funding will be required to conduct future exploration programs on the Spinco Properties and to conduct other exploration programs. If Enyo's proposed exploration programs are successful, additional funds will be required for the development of an economic mineral body and to place it in commercial production. The only sources of future funds presently available to Enyo are the sale of equity capital, or the offering by Enyo of an interest in its properties to be earned by another party or parties carrying out exploration or development thereof. There is no assurance that any such funds will be available for operations.

Failure to obtain additional financing on a timely basis could cause Enyo to reduce or terminate its proposed operations.

Conflicts of Interest

Certain directors and officers of Enyo are, and may continue to be, involved in the mining and mineral exploration industry through their direct and indirect participation in corporations, partnerships or joint ventures which are potential competitors of Enyo, including possibly Ares. Situations may arise in connection with potential acquisitions in investments where the other interests of these directors and officers may conflict with the interests of Enyo. Directors and officers of Enyo with conflicts of interest will be subject to the procedures set out in applicable corporate and securities legislation, regulation, rules and policies.

No History of Earnings

Enyo has no history of earnings or of a return on investment, and there is no assurance that the Spinco Properties or any other property or business that Enyo may acquire or undertake will generate earnings, operate profitably or provide a return on investment in the future. Enyo has no plans to pay dividends for some time in the future, if ever. The future dividend policy of Enyo will be determined by the Enyo Board.

Exploration and Development

Resource exploration and development is a speculative business and involves a high degree of risk. There are no known mineral reserves on the Spinco Properties. There is no certainty that the expenditures to be made by Enyo in the exploration of the Spinco Properties or otherwise will result in discoveries of commercial quantities of minerals. The marketability of natural resources which may be acquired or discovered by Enyo will be affected by numerous factors beyond the control of Enyo. These factors include market fluctuations, the proximity and capacity of natural resource markets and processing equipment, government regulations, including regulations relating to prices, taxes, royalties, land tenure, land use, importing and exporting of minerals and environmental protection. The exact effect of these factors cannot be accurately predicted, but the combination of these factors may result in Enyo not receiving an adequate return on invested capital.

Environmental Risks and Other Regulatory Requirements

The current or future operations of Enyo, including future exploration and development activities and commencement of production on its property or properties, will require permits or licences from various federal and local governmental authorities, and such operations are and will be governed by laws and regulations governing prospecting, development, mining, production, taxes, labour standards, occupational health, waste disposal, toxic substances, land use, environmental protection, mine safety and other matters. Companies engaged in the development and operation of mines and related facilities generally experience increased costs and delays as a result of the need to comply with the applicable laws, regulations and permits. There can be no assurance that all permits which Enyo may require for the conduct of its operations will be obtainable on reasonable terms or that such laws and regulations would not have an adverse effect on any project which Enyo might undertake.

Failure to comply with applicable laws, regulations and permitting requirements may result in enforcement actions 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 such activities and may have civil or criminal fines or penalties imposed upon them for violation of applicable laws or regulations.

Amendments to current laws, regulations and permits governing operations and activities of mining companies and mine reclamation and remediation activities, or more stringent implementation thereof, could have a material

adverse impact on Enyo and cause increases in capital expenditures or production costs or reduction in levels of production at producing properties or require abandonment or delays in the development of new mining properties.

Dilution

Issuances of additional securities including, but not limited to, its common shares or some form of convertible debentures, will result in a substantial dilution of the equity interests of any persons who may become Enyo Shareholders as a result of or subsequent to the Arrangement.

Market for securities

There is currently no market through which the Enyo Shares may be sold and Enyo Shareholders may not be able to resell the Enyo Shares acquired under the Plan of Arrangement. There can be no assurance that an active trading market will develop for the Enyo Shares following the completion of the Plan of Arrangement, or if developed, that such a market will be sustained at the trading price of the Enyo Shares on the CSE immediately after the Effective Date. There can be no assurances that any securities regulatory authority will recognize Enyo as a reporting issuer, or that Enyo will be able to obtain a listing on the CSE or any stock exchange.

Nature of Mineral Exploration and Development

All of Enyo's operations are at the exploration stage and there is no guarantee that any such activity will result in commercial production of mineral deposits. The exploration for mineral deposits involves significant risks which even a combination of careful evaluation, experience and knowledge may not eliminate. While the discovery of a mineralization may result in substantial rewards, few properties which are explored are ultimately developed into producing mines. Major expenses may be required to locate and establish mineral reserves, to develop metallurgical processes and to construct mining and processing facilities at a particular site. It is impossible to ensure that the exploration programs planned by Enyo or any future development programs will result in a profitable commercial mining operation. There is no assurance that the Enyo' mineral exploration activities will result in any discoveries of commercial mineralization. There is also no assurance that, even if commercial mineralization is discovered, a mineral property will be brought into commercial production. Whether a mineral deposit will be commercially viable depends on a number of factors, some of which are: the particular attributes of the deposit, such as size, grade and proximity to infrastructure, metal prices which are highly cyclical and government regulations, including regulations relating to prices, taxes, royalties, land tenure, land use, importing and exporting of minerals and environmental protection. The exact effect of these factors cannot be accurately predicted. The long-term profitability of Enyo will be in part directly related to the cost and success of its exploration programs and any subsequent development programs.

No Operating History

Exploration projects have no operating history upon which to base estimates of future cash flows. Substantial expenditures are required to develop mineral projects. It is possible that actual costs and future economic returns may differ materially from Enyo's estimates. There can be no assurance that the underlying assumed levels of expenses for any project will prove to be accurate. Further, it is not unusual in the mining industry for new mining operations to experience unexpected problems during start-up, resulting in delays and requiring more capital than anticipated. There can be no assurance that Enyo's projects will move beyond the exploration stage and be put into production, achieve commercial production or that Enyo will produce revenue, operate profitably or provide a return on investment in the future. Mineral exploration involves considerable financial and technical risk. There can be no assurance that the funds required for exploration and future development can be obtained on a timely basis. There can be no assurance that Enyo will not suffer significant losses in the near future or that Enyo will ever be profitable.

Commodity Prices

The price of the Enyo Shares and Enyo's financial results may be significantly adversely affected by a decline in the price of fluorspar, vanadium and other metals and mineral commodities. Metal prices fluctuate widely and are affected by numerous factors beyond Enyo' control. The level of interest rates, the rate of inflation, world supply of mineral commodities, global and regional consumption patterns, speculative trading activities, the value of the United States and Canadian currencies and stability of exchange rates can all cause significant fluctuations in prices. Such external economic factors are in turn influenced by changes in international investment patterns and monetary systems, political systems and political and economic developments. The price of mineral commodities has fluctuated widely in recent years and future serious price declines could cause potential commercial production to be uneconomic. A severe decline in the price of minerals would have a material adverse effect on Enyo.

Dividend Policy

No dividends on Enyo Shares have been paid by Enyo to date. Enyo anticipates that it will retain all earnings and other cash resources for the foreseeable future for the operation and development of its business. Enyo does not intend to declare or pay any cash dividends in the foreseeable future. Payment of any future dividends will be at the discretion of the Enyo Board after taking into account many factors, including Enyo' operating results, financial condition and current and anticipated cash needs.

Permitting

Enyo's mineral property interests are subject to receiving and maintaining permits from appropriate governmental authorities. There is no assurance that delays will not occur in connection with obtaining all necessary renewals of existing permits, additional permits for any possible future developments or changes to operations or additional permits associated with new legislation. Prior to any development of any of their properties, Enyo must receive permits from appropriate governmental authorities. There can be no assurance that Enyo will continue to hold all permits necessary to develop or continue its activities at any particular property. 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 activities to cease or be curtailed, and may include corrective measures requiring capital expenditures or remedial actions. Amendments to current laws, regulations and permitting requirements, or more stringent application of existing laws, may have a material adverse impact on Enyo, resulting in increased capital expenditures and other costs or abandonment or delays in development of properties.

Land Title

The acquisition of title to resource properties is a very detailed and time-consuming process. No assurances can be given that there are no title defects affecting the properties in which Enyo has an interest. The properties may be subject to prior unregistered liens, agreements, transfers or claims, including native land claims, and title may be affected by, among other things, undetected defects. Other parties may dispute the title to a property or the property may be subject to prior unregistered agreements and transfers or land claims by Indigenous people. The title may also be affected by undetected encumbrances or defects or governmental actions. Enyo has not conducted surveys of properties in which it holds an interest and the precise area and location of claims or the properties may be challenged. Enyo may not be able to register rights and interests it acquires against title to applicable mineral properties. An inability to register such rights and interests may limit or severely restrict Enyo' ability to enforce such acquired rights and interests against third parties or may render certain agreements entered into by Enyo invalid, unenforceable, uneconomic, unsatisfied or ambiguous, the effect of which may cause financial results yielded to differ materially from those anticipated. Although Enyo believes it has taken reasonable measures to ensure proper title to the properties in which it has an interest, there is no guarantee that such title will not be challenged or impaired.

Influence of Third Party Stakeholders

The mineral properties in which Enyo holds an interest, or the exploration equipment and road or other means of access which Enyo intends to utilize in carrying out its work programs or general business mandates, may be subject to interests or claims by third party individuals, groups or companies. In the event that such third parties assert any claims, Enyo's work programs may be delayed even if such claims are not meritorious. Such claims may result in significant financial loss and loss of opportunity for Enyo.

Insurance

Exploration, development and production operations on mineral properties involve numerous risks, including unexpected or unusual geological operating conditions, ground or slope failures, fires, environmental occurrences and natural phenomena such as prolonged periods of inclement weather conditions, floods and earthquakes. It is not always possible to obtain insurance against all such risks and Enyo may decide not to insure against certain risks because of high premiums or other reasons. Such occurrences could result in damage to, or destruction of, mineral properties or production facilities, personal injury or death, environmental damage to Enyo's properties or the properties of others, delays in exploration, development or mining operations, monetary losses and possible legal liability. Enyo expects to maintain insurance within ranges of coverage which it believes to be consistent with industry practice for companies of a similar stage of development. Enyo expects to carry liability insurance with respect to its mineral exploration operations, but is not expected to cover any form of political risk insurance or certain forms of environmental liability insurance, since insurance against political risks and environmental risks (including liability for pollution) or other hazards resulting from exploration and development activities is prohibitively expensive. Should such liabilities arise, they could reduce or eliminate future profitability and result in increasing costs and a decline in the value of the securities of Enyo. If Enyo is unable to fully fund the cost of remedying an environmental problem, it might be required to suspend operations or enter into costly interim compliance measures pending completion of a permanent remedy. The lack of, or insufficiency of, insurance coverage could adversely affect Enyo' future cash flow and overall profitability.

Significant Competition for Attractive Mineral Properties

Significant and increasing competition exists for the limited number of mineral acquisition opportunities available. Enyo expects to selectively seek strategic acquisitions in the future, however, there can be no assurance that suitable acquisition opportunities will be identified. As a result of this competition, some of which is with large established mining companies with substantial capabilities and greater financial and technical resources than Enyo, Enyo may be unable to acquire additional attractive mineral properties on terms it considers acceptable. In addition, Enyo's ability to consummate and to integrate effectively any future acquisitions on terms that are favourable to Enyo may be limited by the number of attractive acquisition targets, internal demands on resources, competition from other mining companies and, to the extent necessary, Enyo's ability to obtain financing on satisfactory terms, if at all.

Promoter

Ares took the initiative in Enyo's organization and, accordingly, may be considered to be the promoter of Enyo within the meaning of applicable securities legislation. Ares will not, at the closing of the Arrangement, beneficially own, or control or direct, any Enyo Shares. During the period from incorporation to and including the closing of the Arrangement, the only property of value which Ares has or will receive from Enyo are the Enyo Spinout Shares to be issued to Ares in consideration for the transfer to Enyo by Ares of the Spinco Properties, which Enyo Spinout Shares will be distributed to the Ares Shareholders pursuant to the Arrangement.

Legal Proceedings

To the best of Enyo's knowledge, following due enquiry, Enyo is not a party to any material legal proceedings and Enyo is not aware of any such proceedings known to be contemplated.

To the best of Enyo's knowledge, following due enquiry, there have been no penalties or sanctions imposed against Enyo by a court relating to federal, state, provincial and territorial securities legislation or by a securities regulatory authority since incorporation, nor have there been any other penalties or sanctions imposed by a court or regulatory body against Enyo and it has not entered into any settlement agreements before a court relating to provincial and territorial securities legislation or with a securities regulatory authority.

Interest of Management and Others in Material Transactions

No director, executive officer or greater than 10% shareholder of Enyo and no associate or affiliate of the foregoing persons has or had any material interest, direct or indirect, in any transaction since incorporation or in any proposed transaction which in either such case has materially affected or will materially affect Enyo save as described herein.

Auditors

The auditor of Enyo is Manning Elliott LLP, Chartered Professional Accountants of 1700 - 1030 West Georgia Street, Vancouver, British Columbia V6E 2Y3.

Registrar and Transfer Agent

The registrar and transfer agent for the Enyo Shares and the Ares Shares is TSX Trust Company at its principal offices at 301 – 100 Adelaide Street West, Toronto, Ontario, M5H 1S3.

Material Contracts

The only agreements or contracts that Enyo has entered into since its incorporation or will enter into as part of or in connection with the Arrangement which may be reasonably regarded as being material are as follows:

- the Arrangement Agreement.
- the Conveyance Agreement

A copy of any material agreement may be inspected at any time up to the commencement of the Meeting during normal business hours at Enyo's offices located Suite 1001 – 409 Granville Street, Vancouver, British Columbia V6C 1T2 and under Ares's profile on the SEDAR website at www.SEDAR.com.

Interest of Experts

Manning Elliott LLP, Chartered Professional Accountants, is the auditor of Enyo and is independent of Enyo within the meaning of the Rules of Professional Conduct of the Chartered Professional Accountants of British Columbia.

Toby Hughes, P. Geo. prepared the Technical Report. As of the date of this Information Circular, Mr. Hughes does own any of the issued and outstanding Enyo Shares.

Other Matters

Management knows of no other matters to come before the Meeting other than those referred to in the Notice of Meeting. Should any other matters properly come before the Meeting, the shares represented by the proxy solicited hereby will be voted on such matters in accordance with the best judgment of the persons voting by proxy.

Additional Information

Additional information relating to Ares is on SEDAR at www.sedar.com. Ares Shareholders may contact Ares at 604.345.1576 to request copies of Ares's financial statements and management's discussion and analysis.

Financial information is provided in Ares's comparative audited financial statements and management's discussion and analysis for its most recently completed financial years ended September 30, 2021 and 2020 which are filed on SEDAR.

DIRECTOR'S APPROVAL

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

DATED at Vancouver, British Columbia, this ♦ day of October, 2022.

BY ORDER OF THE ARES BOARD
(signed) "♦"
President, Chief Executive Officer and Director

SCHEDULE "A"

TO THE MANAGEMENT INFORMATION CIRCULAR OF ARES STRATEGIC MINING INC.

ARRANGEMENT RESOLUTION

(see attached)

ARRANGEMENT RESOLUTION

BE IT RESOLVED AS A SPECIAL RESOLUTION OF THE ARES SHAREHOLDERS THAT:

1. The arrangement (the "**Arrangement**") under section 182 of the *Business Corporations Act* (Ontario) (the "**OBCA**") involving Ares Strategic Mining Inc., a corporation incorporated pursuant to the laws of the Province of Ontario ("**Ares**"), its shareholders and Enyo Strategic Mining Inc., a corporation incorporated pursuant to the laws of the Province of British Columbia ("**Enyo**"), all as more particularly described and set forth in the management information circular (the "**Information Circular**") of Ares dated September 7, 2022 accompanying the notice of meeting (as the Arrangement may be, or may have been, modified or amended in accordance with its terms), is hereby authorized, approved and adopted.

2. The plan of arrangement (the "**Plan of Arrangement**"), implementing the Arrangement, the full text of which is appended to the Information Circular (as the Plan of Arrangement may be, or may have been, modified or amended in accordance with its terms), is hereby authorized, approved and adopted.

3. The arrangement agreement (the "**Arrangement Agreement**") between Ares and Enyo dated September♦, 2022 and all the transactions contemplated therein, the actions of the directors of Ares in approving the Arrangement and the actions of the directors and officers of Ares in executing and delivering the Arrangement Agreement and any amendments thereto are hereby confirmed, ratified, authorized and approved.

4. Notwithstanding that this resolution has been passed (and the Arrangement approved and agreed to) by the shareholders of Ares or that the Arrangement has been approved by the Ontario Superior Court of Justice, the directors of Ares are hereby authorized and empowered, without further notice to, or approval of, the shareholders of Ares:

   (a) to amend the Arrangement Agreement or the Plan of Arrangement to the extent permitted by the Arrangement Agreement or the Plan of Arrangement; or

   (b) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement at any time prior to the Effective Time (as defined in the Arrangement Agreement).

5. Any one director or officer of Ares is hereby authorized and directed, for and on behalf and in the name of Ares, to execute and deliver, whether under the corporate seal of Ares or otherwise, all such deeds, instruments, assurances, agreements, forms, waivers, notices, certificates, confirmations and other documents 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 Arrangement Agreement and the completion of the Plan of Arrangement in accordance with the terms of the Arrangement Agreement, including:

   (a) all actions required to be taken by or on behalf of Ares, 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 Arrangement Agreement or otherwise to be entered into by Ares;

   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 "B"

TO THE MANAGEMENT INFORMATION CIRCULAR OF ARES STRATEGIC MINING INC.

PLAN OF ARRANGEMENT UNDER THE PROVISIONS OF SECTION 182 OF THE BUSINESS CORPORATIONS ACT (ONTARIO)

(see attached)

PLAN OF ARRANGEMENT
UNDER SECTION 182 OF
THE BUSINESS CORPORATIONS ACT (ONTARIO)

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 **Definitions**. In this plan of arrangement, unless there is something in the subject matter or context inconsistent therewith, the following capitalized words and terms shall have the following meanings:

(a) "**Ares**" means Ares Strategic Mining Inc., a corporation incorporated pursuant to the laws of the Province of Ontario;

(b) "**Ares Board**" means the board of directors of Ares;

(c) "**Ares Class A Shares**" means the renamed and redesignated Ares Shares as described in §3.1(b)(i) of this Plan of Arrangement;

(d) "**Ares Meeting**" means the annual and special meeting of the Ares Shareholders and any adjournments thereof to be held to, among other things, consider and, if deemed advisable, approve the Arrangement;

(e) "**Ares Optionholders**" means the holders of Ares Options on the Effective Date;

(f) "**Ares Options**" means options to acquire Ares Shares, including options under the terms of which are deemed exercisable for Ares Shares, that are outstanding immediately prior to the Effective Time;

(g) "**Ares Replacement Option**" means an option to acquire a New Ares Share to be issued by Ares to a holder of a Ares Option pursuant to §3.1(c) of this Plan of Arrangement;

(h) "**Ares Shareholder**" means a holder of Ares Shares;

(i) "**Ares Shares**" means the common shares without par value which Ares is authorized to issue as the same are constituted on the date hereof;

(j) "**Ares Warrantholders**" means the holders of Ares Warrants on the Effective Date;

(k) "**Ares Warrants**" means the share purchase warrants of Ares exercisable to acquire Ares Shares, including warrants under the terms of which are deemed exercisable for Ares Shares, that are outstanding immediately prior to the Effective Time;

(l) "**Arrangement**" means the arrangement pursuant to the Arrangement Provisions as contemplated by the provisions of the Arrangement Agreement and this Plan of Arrangement;

(m) "**Arrangement Agreement**" means the arrangement agreement dated as of ♦, 2022 between Ares and Enyo, as may be supplemented or amended from time to time;

(n) "**Arrangement Provisions**" means Section 182 of the OBCA;

(o) "**Arrangement Resolution**" means the special resolution of the Ares Shareholders to approve the Arrangement, as required by the Interim Order and the OBCA, in the form attached as Schedule "A" hereto;

(p) "**BCBCA**" means the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended;

(q) "**Business Day**" means a day which is not a Saturday, Sunday or statutory holiday in Toronto, Ontario;

(r) **"Certificate of Arrangement"** means the certificate to be endorsed by the Director pursuant to Section 183(2) of the OBCA giving effect to the Arrangement;

(s) "**Court**" means the Ontario Superior Court of Justice;

(t) "**Depositary**" means TSX Trust Company, or such other depositary as Ares may determine;

(u) **"Director"** means the Director appointed under Section 278 of the OBCA;

(v) "**Dissent Procedures**" means the rules pertaining to the exercise of Dissent Rights as set forth in Section 185 of the OBCA and Article 5 of this Plan of Arrangement;

(w) "**Dissent Rights**" means the right of a registered Ares Shareholder to dissent from the Arrangement Resolution in accordance with the provisions of the OBCA, as modified by the Interim Order, and to be paid the fair value of the Ares Shares in respect of which the holder dissents;

(x) "**Dissenting Share**" has the meaning given in §3.1(a) of this Plan of Arrangement;

(y) "**Dissenting Shareholder**" means a registered holder of Ares Shares who dissents in respect of the Arrangement in strict compliance with the Dissent Procedures and who has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights;

(z) "**Effective Date**" means the date that the Arrangement is effective under the OBCA as endorsed by the Certificate of Arrangement;

(aa) "**Effective Time**" means 12:01 a.m. (Toronto time) on the Effective Date as endorsed by the Certificate of Arrangement;

(bb) "**Enyo**" means Enyo Strategic Mining Inc., a corporation incorporated pursuant to the laws of the Province of British Columbia;

(cc) "**Enyo Board**" means the board of directors of Enyo;

(dd) "**Enyo Incorporation Share**" means the one Enyo Share held by Ares that was issued to Ares on the incorporation of Enyo;

(ee) "**Enyo Options**" means share purchase options issued pursuant to the Enyo Equity Incentive Plan, including the Enyo Options pursuant to §3.1(c) of this Plan of Arrangement;

(ff) "**Enyo Shares**" means the common shares without par value which Enyo is authorized to issue as the same are constituted on the date hereof;

(gg) "**Enyo Shareholder**" means a holder of Enyo Shares;

(hh) "**Enyo Spinout Shares**" means the 13,600,000 Enyo Shares (or such other amount determined by the Enyo Board) issued or to be issued to Ares prior to the Effective Date to complete the acquisition of the Liard Property, the Vanadium Ridge Property and certain related assets, such shares to be distributed to the Ares Shareholders pursuant to this Plan of Arrangement;

(ii) "**Enyo Equity Incentive Plan**" means the equity incentive plan to be adopted by Enyo pursuant to the Arrangement Agreement, in substantially similar terms as the equity incentive plan in respect of Ares and may otherwise be modified, amended or restated as more particularly described in the Information Circular;

(jj) "**Final Order**" means the final order of the Court approving the Arrangement;

(kk) "**In the Money Amount**" at a particular time with respect to an Ares Option, Ares Replacement Option or Enyo Option means the amount, if any, by which the fair market value of the underlying security exceeds the exercise price of the relevant option at such time;

(ll) "**Information Circular**" means the management information circular of Ares, including all schedules thereto, to be sent to the Ares Shareholders in connection with the Ares Meeting, together with any amendments or supplements thereto;

(mm) "**Interim Order**" means the interim order of the Court providing advice and directions in connection with the Ares Meeting and the Arrangement;

(nn) "**Letter of Transmittal**" means the letter of transmittal in respect of the Arrangement to be sent to Ares Shareholders together with the Information Circular;

(oo) "**Liard Property**" means the eighteen (18) mineral claims owned or to be owned as to 100% by Enyo, located in north-central British Columbia and known as the Liard fluorspar property;

(pp) "**New Ares Shares**" means a new class of voting common shares without par value which Ares will create and issue as described in §3.1(b)(ii) of this Plan of Arrangement and for which the Ares Class A Shares are, in part, to be exchanged under this Plan of Arrangement and which, immediately after completion of the transactions comprising this Plan of Arrangement, will be identical in every relevant respect to the Ares Shares;

(qq) "**OBCA**" means the *Business Corporations Act*, R.S.O. 1990, c. B.16, as amended;

(rr) "**Plan of Arrangement**" means this plan of arrangement, as the same may be amended from time to time;

(ss) "**Share Distribution Record Date**" means the close of business on the Business Day immediately preceding the Effective Date for the purpose of determining the Ares Shareholders entitled to receive New Ares Shares and Enyo Shares pursuant to this Plan of Arrangement or such other date as the Ares Board may select;

(tt) "**Tax Act**" means the Income Tax Act (Canada), R.S.C. 1985 (5th Supp.) c.1, as amended;

(uu) "**Vanadium Ridge Property**" means the twenty (20) mineral claims owned or to be owned as to 50% by Enyo located near Barriere, British Columbia and known as the Vanadium Ridge property, and for greater certainty, does not include the remaining 50% ownership interest in such claims, which are owned by a third party; and

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

1.2 **Interpretation Not Affected by Headings**. The division of this Plan of Arrangement into articles, sections, subsections, paragraphs and subparagraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement. Unless otherwise specifically indicated, the terms "this Plan of Arrangement", "hereof", "herein", "hereunder" and similar expressions refer to

this Plan of Arrangement as a whole and not to any particular article, section, subsection, paragraph or subparagraph and include any agreement or instrument supplementary or ancillary hereto.

1.3 **Number and Gender**. Unless the context otherwise requires, words importing the singular number only shall include the plural and vice versa, words importing the use of either gender shall include both genders and neuter and words importing persons shall include firms and corporations.

1.4 **Meaning**. Words and phrases used herein and defined in the OBCA or the BCBCA, as the case may be, shall have the same meaning herein as in the OBCA or the BCBCA, as applicable, unless the context otherwise requires.

1.5 **Date for any Action**. If any date on which any action is required to be taken under this Plan of Arrangement is not a Business Day, such action shall be required to be taken on the next succeeding Business Day.

1.6 **Governing Law**. This Plan of Arrangement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

ARTICLE 2
ARRANGEMENT AGREEMENT

2.1 **Arrangement Agreement**. This Plan of Arrangement is made pursuant and subject to the provisions of the Arrangement Agreement.

2.2 **Arrangement Effectiveness**. The Arrangement and this Plan of Arrangement shall become final and conclusively binding on Ares, Enyo, the Ares Shareholders (including Dissenting Shareholders), Ares Optionholders, Ares Warrantholders and Enyo Shareholders at the Effective Time without any further act or formality as required on the part of any person, except as expressly provided herein.

ARTICLE 3
THE ARRANGEMENT

3.1 **The Arrangement**. Commencing at the Effective Time, the following shall occur and be deemed to occur in the following chronological order without further act or formality notwithstanding anything contained in the provisions attaching to any of the securities of Ares or Enyo, but subject to the provisions of Article 5:

(a) each Ares Share outstanding in respect of which a Dissenting Shareholder has validly exercised his, her or its Dissent Rights (each, a "**Dissenting Share**") shall be directly transferred and assigned by such Dissenting Shareholder to Ares, without any further act or formality and free and clear of any liens, charges and encumbrances of any nature whatsoever, and will be cancelled and cease to be outstanding and such Dissenting Shareholders will cease to have any rights as Ares Shareholders other than the right to be paid the fair value for their Ares Shares by Ares;

(b) the authorized share structure of Ares shall be altered by:

(i) renaming and redesignating all of the issued and unissued Ares Shares as "Class A common shares without par value" and amending the special rights and restrictions attached to those shares to provide the holders thereof with two votes in respect of each share held, being the "Ares Class A Shares"; and

(ii) creating a new class consisting of an unlimited number of "common shares without par value" with terms and special rights and restrictions identical to those of the Ares Shares immediately prior to the Effective Time, being the "New Ares Shares";

(c) each Ares Option then outstanding to acquire one Ares Share shall be transferred and exchanged for:

(i) one Ares Replacement Option to acquire one New Ares Share having an exercise price equal to the product of the original exercise price of the Ares Option multiplied by the fair market value of a New Ares Share at the Effective Time divided by the total of the fair market value of a New Ares Share and the fair market value of 0.1 of an Enyo Share at the Effective Time; and

(ii) one Enyo Option to acquire 0.1 of an Enyo Share, each whole Enyo Option having an exercise price equal to the product of the original exercise price of the Ares Option multiplied by the fair market value of 0.1 of an Enyo Share at the Effective Time divided by the total of the fair market value of one New Ares Share and 0.1 of an Enyo Share at the Effective Time,

provided that the aforesaid exercise prices shall be adjusted to the extent, if any, required to ensure that the aggregate In the Money Amount of the Ares Replacement Option and the Enyo Option immediately after the exchange does not exceed the In the Money Amount immediately before the exchange of the Ares Option so exchanged. It is intended that subsection 7(1.4) of the Tax Act apply to the exchange of Ares Options;

(d) each Ares Warrant then outstanding shall be deemed to be amended to entitle the Ares Warrantholder to receive, upon due exercise of the Ares Warrant, for the original exercise price:

(i) one New Ares Share for each Ares Share that was issuable upon due exercise of the Ares Warrant immediately prior to the Effective Time; and

(ii) 0.1 of an Enyo Share for each Ares Share that was issuable upon due exercise of the Ares Warrant immediately prior to the Effective Time;

(e) each issued and outstanding Ares Class A Share outstanding on the Share Distribution Record Date shall be exchanged for: (i) one New Ares Share; and (ii) 0.1 of a Enyo Spinout Share, the holders of the Ares Class A Shares will be removed from the central securities register of Ares as the holders of such and will be added to the central securities register of Ares as the holders of the number of New Ares Shares that they have received on the exchange set forth in this §3.1(e), and the Enyo Spinout Shares transferred to the then holders of the Ares Class A Shares will be registered in the name of the former holders of the Ares Class A Shares and Ares will provide Enyo and its registrar and transfer agent notice to make the appropriate entries in the central securities register of Enyo;

(f) the Ares Class A Shares, none of which will be issued or outstanding once the exchange in §3.1(e) is completed, will be cancelled and the appropriate entries made in the central securities register of Ares and the authorized share structure of Ares will be amended by eliminating the Ares Class A Shares, and the aggregate paid-up capital (as that term is used for purposes of the Tax Act) of the New Ares Shares will be equal to that of the Ares Shares immediately prior to the Effective Time less the fair market value of the Enyo Spinout Shares distributed pursuant to §3.1(e); and

(g) the Enyo Incorporation Share issued to Ares on incorporation shall be cancelled for no consideration and as a result thereof:

(i) Ares shall cease to be, and shall be deemed to have ceased to be, the holder of the Enyo Incorporation Share and to have any rights as a holder of the Enyo Incorporation Share; and

(ii) Ares shall be removed as the holder of the Enyo Incorporation Share from the register of Enyo Shares maintained by or on behalf of Enyo.

3.2 **No Fractional Shares or Options**. Notwithstanding any other provision of this Arrangement, no fractional Enyo Shares shall be distributed to the Ares Shareholders and no fractional Enyo Options shall be distributed to the holders of Ares Options, and, as a result, all fractional amounts arising under this Plan of Arrangement shall be rounded down to the next whole number without any compensation therefor. Any Enyo Shares not distributed as a result of so rounding down shall be cancelled by Enyo.

3.3 **Share Distribution Record Date**. In §3.1(e) the reference to a holder of an Ares Class A Share shall mean a person who is an Ares Shareholder on the Share Distribution Record Date, subject to the provisions of Article 5.

3.4 **Deemed Time for Redemption**. The exchanges, cancellations and steps provided for in this Plan of Arrangement shall be deemed to occur on the Effective Date, notwithstanding that certain of the procedures related thereto are not completed until after the Effective Time.

3.5 **Deemed Fully Paid and Non-Assessable Shares**. All New Ares Shares, Ares Class A Shares and Enyo Shares issued pursuant hereto shall be deemed to be validly issued and outstanding as fully paid and non-assessable shares for all purposes of the OBCA and the BCBCA, as applicable.

3.6 **Supplementary Actions**. Notwithstanding that the transactions and events set out in §3.1 shall occur and shall be deemed to occur in the chronological order therein set out without any act or formality, each of Ares and Enyo shall be required to make, do and execute or cause and procure to be made, done and executed all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may be required to give effect to, or further document or evidence, any of the transactions or events set out in §3.1, including, without limitation, any resolutions of directors authorizing the issue, transfer or redemption of shares, any share transfer powers evidencing the transfer of shares and any receipt therefor, any necessary additions to or deletions from share registers, and agreements for stock options.

3.7 **Withholding**. Each of Ares, Enyo and the Depositary shall be entitled to deduct and withhold from any cash payment or any issue, transfer or distribution of New Ares Shares, Enyo Shares, Ares Replacement Options or Enyo Options made pursuant to this Plan of Arrangement such amounts as may be required to be deducted and withheld pursuant to the Tax Act or any other applicable law, and any amount so deducted and withheld will be deemed for all purposes of this Plan of Arrangement to be paid, issued, transferred or distributed to the person entitled thereto under the Plan of Arrangement. Without limiting the generality of the foregoing, any New Ares Shares or Enyo Shares so deducted and withheld may be sold on behalf of the person entitled to receive them for the purpose of generating cash proceeds, net of brokerage fees and other reasonable expenses, sufficient to satisfy all remittance obligations relating to the required deduction and withholding, and any cash remaining after such remittance shall be paid to the person forthwith.

3.8 **No Liens**. Any exchange or transfer of securities pursuant to this Plan of Arrangement shall be free and clear of any liens, restrictions, adverse claims or other claims of third parties of any kind.

3.9 **U.S. Securities Law Matters**. The Court is advised that the Arrangement will be carried out with the intention that all securities issued on completion of the Arrangement will be issued in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) of the U.S. Securities Act.

ARTICLE 4
CERTIFICATES

4.1 **Ares Class A Shares**. Recognizing that the Ares Shares shall be renamed and redesignated as Ares Class A Shares pursuant to §3.1(b)(i) and that the Ares Class A Shares shall be exchanged partially for New Ares Shares pursuant to §3.1(e), Ares shall not issue replacement share certificates representing the Ares Class A Shares.

4.2 **Enyo Share Certificates**. As soon as practicable following the Effective Date, Ares or Enyo shall deliver or cause to be delivered to the Depositary certificates representing the Enyo Shares required to be distributed to registered holders of Ares Shares as at immediately prior to the Effective Time in accordance with the provisions of §3.1(e) of this Plan of Arrangement, which certificates shall be held by the Depositary as agent and nominee for such holders for distribution thereto in accordance with the provisions of §6.1 hereof.

4.3 **New Ares Share Certificates**. As soon as practicable following the Effective Date, Ares shall deliver or cause to be delivered to the Depositary certificates representing the New Ares Shares required to be issued to registered holders of Ares Shares as at immediately prior to the Effective Time in accordance with the provisions of §3.1(e) of this Plan of Arrangement, which certificates shall be held by the Depositary as agent and nominee for such holders for distribution thereto in accordance with the provisions of §6.1 hereof.

4.4 **Interim Period**. Any Ares Shares traded after the Share Distribution Record Date will represent New Ares Shares as of the Effective Date and shall not carry any rights to receive Enyo Shares.

4.5 **Stock Option Agreements**. The stock option agreements for the Ares Options shall be deemed to be amended by Ares to reflect the adjusted exercise price of, and the replacement of the underlying security under, the Ares Replacement Options, and Enyo shall enter into stock option agreements for the Enyo Options issued pursuant to §3.1(c) of this Plan of Arrangement.

ARTICLE 5
RIGHTS OF DISSENT

5.1 **Dissent Right**. Registered holders of Ares Shares may exercise Dissent Rights with respect to their Ares Shares in connection with the Arrangement pursuant to the Interim Order and in the manner set forth in the Dissent Procedures, as they may be amended by the Interim Order, Final Order or any other order of the Court, and provided that such dissenting Shareholder delivers a written notice of dissent to Ares at least two Business Days before the day of the Ares Meeting or any adjournment or postponement thereof.

5.2 **Dealing with Dissenting Shares**. Ares Shareholders who duly exercise Dissent Rights with respect to their Dissenting Shares and who:

(a) are ultimately entitled to be paid fair value for their Dissenting Shares by Ares shall be deemed to have transferred their Dissenting Shares to Ares for cancellation as of the Effective Time pursuant to §3.1(a); or

(b) for any reason are ultimately not entitled to be paid for their Dissenting Shares, shall be deemed to have participated in the Arrangement on the same basis as a non-dissenting Ares Shareholder and shall receive New Ares Shares and Enyo Shares on the same basis as every other non-dissenting Ares Shareholder;

but in no case shall Ares be required to recognize such persons as holding Ares Shares on or after the Effective Date.

5.3 **Reservation of Enyo Shares**. If an Ares Shareholder exercises Dissent Rights, Ares shall, on the Effective Date, set aside and not distribute that portion of the Enyo Shares which is attributable to the Ares Shares for which Dissent Rights have been exercised. If the dissenting Ares Shareholder is ultimately not entitled to be paid

for their Dissenting Shares, Ares shall distribute to such Ares Shareholder his or her pro rata portion of the Enyo Shares. If an Ares Shareholder duly complies with the Dissent Procedures and is ultimately entitled to be paid for their Dissenting Shares, then Ares shall retain the portion of the Enyo Shares attributable to such Ares Shareholder and such shares will be dealt with as determined by the Ares Board in its discretion.

ARTICLE 6
DELIVERY OF SHARES

6.1 **Delivery of Shares**.

(a) Upon surrender to the Depositary for cancellation of a certificate that immediately before the Effective Time represented one or more outstanding Ares Shares, together with a duly completed and executed Letter of Transmittal and such additional documents and instruments as the Depositary may reasonably require, the holder of such surrendered certificate will be entitled to receive in exchange therefor, and the Depositary shall deliver to such holder following the Effective Time, a certificate representing the New Ares Shares and a certificate representing the Enyo Shares that such holder is entitled to receive in accordance with §3.1 hereof.

(b) After the Effective Time and until surrendered for cancellation as contemplated by §6.1(a) hereof, each certificate that immediately prior to the Effective time represented one or more Ares Shares shall be deemed at all times to represent only the right to receive in exchange therefor a certificate representing the New Ares Shares and a certificate representing the Enyo Shares that such holder is entitled to receive in accordance with §3.1 hereof.

6.2 **Lost Certificates**. If any certificate that immediately prior to the Effective Time represented one or more outstanding Ares Shares that were exchanged for New Ares Shares and Enyo Shares in accordance with §3.1 hereof, shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the holder claiming such certificate to be lost, stolen or destroyed, the Depositary shall deliver in exchange for such lost, stolen or destroyed certificate, the New Ares Shares and Enyo Shares that such holder is entitled to receive in accordance with §3.1 hereof. When authorizing such delivery of New Ares Shares and Enyo Shares that such holder is entitled to receive in exchange for such lost, stolen or destroyed certificate, the holder to whom such securities are to be delivered shall, as a condition precedent to the delivery of such New Ares Shares and Enyo Shares give a bond satisfactory to Ares, Enyo and the Depositary in such amount as Ares, Enyo and the Depositary may direct, or otherwise indemnify Ares, Enyo and the Depositary in a manner satisfactory to Ares, Enyo and the Depositary, against any claim that may be made against Ares, Enyo or the Depositary with respect to the certificate alleged to have been lost, stolen or destroyed and shall otherwise take such actions as may be required by the articles of Ares.

6.3 **Distributions with Respect to Unsurrendered Certificates**. No dividend or other distribution declared or made after the Effective Time with respect to New Ares Shares or Enyo Shares with a record date after the Effective Time shall be delivered to the holder of any unsurrendered certificate that, immediately prior to the Effective Time, represented outstanding Ares Shares unless and until the holder of such certificate shall have complied with the provisions of §6.1 or §6.2 hereof. Subject to applicable law and to §3.7 hereof, at the time of such compliance, there shall, in addition to the delivery of the New Ares Shares and Enyo Shares to which such holder is thereby entitled, be delivered to such holder, without interest, the amount of the dividend or other distribution with a record date after the Effective Time theretofore paid with respect to such New Ares Shares and/or Enyo Shares, as applicable.

6.4 **Limitation and Proscription**. To the extent that a former Ares Shareholder shall not have complied with the provisions of §6.1 or §6.2 hereof, as applicable, on or before the date that is six (6) years after the Effective Date (the "**Final Proscription Date**"), then the New Ares Shares and Enyo Shares that such former Ares Shareholder was entitled to receive shall be automatically cancelled without any repayment of capital in respect thereof and the New Ares Shares and Enyo Shares to which such Ares Shareholder was entitled, shall be delivered to Enyo (in the case of the Enyo Shares) or Ares (in the case of the New Ares Shares) by the Depositary and certificates representing

such New Ares Shares and Enyo Shares shall be cancelled by Ares and Enyo, as applicable, and the interest of the former Ares Shareholder in such New Ares Shares and Enyo Shares or to which it was entitled shall be terminated as of such Final Proscription Date.

6.5 **Paramountcy**. From and after the Effective Time: (i) this Plan of Arrangement shall take precedence and priority over any and all Ares Shares, Ares Options or Ares Warrants issued prior to the Effective Time; and (ii) the rights and obligations of the registered holders of Ares Shares, Ares Options, Ares Warrants, Enyo, the Depositary and any transfer agent or other depositary therefor, shall be solely as provided for in this Plan of Arrangement.

ARTICLE 7
AMENDMENTS & WITHDRAWAL

7.1 **Amendments**. Ares, in its sole discretion, reserves the right to amend, modify and/or supplement this Plan of Arrangement from time to time at any time prior to the Effective Time provided that any such amendment, modification or supplement must be contained in a written document that is filed with the Court and, if made following the Ares Meeting, approved by the Court.

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

7.3 **Amendments Made After the Ares Meeting**. Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Ares after the Ares Meeting but prior to the Effective Time and any such amendment, modification or supplement which is approved by the Court following the Ares Meeting shall be effective and shall become part of the Plan of Arrangement for all purposes. Notwithstanding the foregoing, any amendment, modification or supplement to this Plan of Arrangement may be made following the granting of the Final Order unilaterally by Ares, provided that it concerns a matter which, in the reasonable opinion of Ares, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of any holder of New Ares Shares or Enyo Shares.

Withdrawal**. Notwithstanding any prior approvals by the Court or by Ares Shareholders, the Ares Board may decide not to proceed with the Arrangement and to revoke the Arrangement Resolution at any time prior to the Effective Time, without further approval of the Court or the Ares Shareholders.**

SCHEDULE "A"

ARRANGEMENT RESOLUTION

(See Schedule "A" attached to the Management Information Circular of Ares Strategic Mining Inc.)

SCHEDULE "C"

TO THE MANAGEMENT INFORMATION CIRCULAR OF ARES STRATEGIC MINING INC.

INTERIM ORDER

(see attached)

SCHEDULE "D"

TO THE MANAGEMENT INFORMATION CIRCULAR OF ARES STRATEGIC MINING INC.

REQUISITION OF HEARING OF PETITION FOR FINAL ORDER

(see attached)

SCHEDULE "E"

TO THE MANAGEMENT INFORMATION CIRCULAR OF ARES STRATEGIC MINING INC.

DISSENT PROVISIONS

(see attached)

Section 185 – *Business Corporations Act* (Ontario) Rights of dissenting shareholders

185 (1) 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

Note: On a day to be named by proclamation of the Lieutenant Governor, subsection 185 (1) of the Act is amended by striking out "or" at the end of clause (d) and by adding the following clauses: (See: 2017, c. 20, Sched. 6, s. 24)

(d.1) be continued under the *Co-operative Corporations Act* under section 181.1;

(d.2) be continued under the *Not-for-Profit Corporations Act, 2010* under section 181.2; 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. R.S.O. 1990, c. B.16, s. 185 (1).

Idem

(2) 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). R.S.O. 1990, c. B.16, s. 185 (2).

One class of shares

(2.1) The right to dissent described in subsection (2) applies even if there is only one class of shares. 2006, c. 34, Sched. B, s. 35.

Exception

(3) 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. R.S.O. 1990, c. B.16, s. 185 (3).

Shareholder's right to be paid fair value

(4) 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. R.S.O. 1990, c. B.16, s. 185 (4).

No partial dissent

(5) 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. R.S.O. 1990, c. B.16, s. 185 (5).

Objection

(6) 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. R.S.O. 1990, c. B.16, s. 185 (6).

Idem

(7) The execution or exercise of a proxy does not constitute a written objection for purposes of subsection (6). R.S.O. 1990, c. B.16, s. 185 (7).

Notice of adoption of resolution

(8) 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. R.S.O. 1990, c. B.16, s. 185 (8).

Idem

(9) 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. R.S.O. 1990, c. B.16, s. 185 (9).

Demand for payment of fair value

(10) 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. R.S.O. 1990, c. B.16, s. 185 (10).

Certificates to be sent in

(11) Not later than the thirtieth day after the sending of a notice under subsection (10), a dissenting shareholder shall send the certificates, if any, representing the shares in respect of which the shareholder dissents to the corporation or its transfer agent. R.S.O. 1990, c. B.16, s. 185 (11); 2011, c. 1, Sched. 2, s. 1 (9).

Idem

(12) A dissenting shareholder who fails to comply with subsections (6), (10) and (11) has no right to make a claim under this section. R.S.O. 1990, c. B.16, s. 185 (12).

Endorsement on certificate

(13) 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. R.S.O. 1990, c. B.16, s. 185 (13).

Rights of dissenting shareholder

(14) 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). R.S.O. 1990, c. B.16, s. 185 (14); 2011, c. 1, Sched. 2, s. 1 (10).

Same

(14.1) A dissenting shareholder whose rights are reinstated under subsection (14) is entitled, upon presentation and surrender to the corporation or its transfer agent of any share certificate that has been endorsed in accordance with subsection (13),

(a) to be issued, without payment of any fee, a new certificate representing the same number, class and series of shares as the certificate so surrendered; or

(b) if a resolution is passed by the directors under subsection 54 (2) with respect to that class and series of shares,

(i) to be issued the same number, class and series of uncertificated shares as represented by the certificate so surrendered, and

(ii) to be sent the notice referred to in subsection 54 (3). 2011, c. 1, Sched. 2, s. 1 (11).

Same

(14.2) A dissenting shareholder whose rights are reinstated under subsection (14) and who held uncertificated shares at the time of sending a notice to the corporation under subsection (10) is entitled,

(a) to be issued the same number, class and series of uncertificated shares as those held by the dissenting shareholder at the time of sending the notice under subsection (10); and

(b) to be sent the notice referred to in subsection 54 (3). 2011, c. 1, Sched. 2, s. 1 (11).

Offer to pay

(15) 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. R.S.O. 1990, c. B.16, s. 185 (15).

Idem

(16) Every offer made under subsection (15) for shares of the same class or series shall be on the same terms. R.S.O. 1990, c. B.16, s. 185 (16).

Idem

(17) 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. R.S.O. 1990, c. B.16, s. 185 (17).

Application to court to fix fair value

(18) 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. R.S.O. 1990, c. B.16, s. 185 (18).

Idem

(19) 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. R.S.O. 1990, c. B.16, s. 185 (19).

Idem

(20) A dissenting shareholder is not required to give security for costs in an application made under subsection (18) or (19). R.S.O. 1990, c. B.16, s. 185 (20).

Costs

(21) 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. R.S.O. 1990, c. B.16, s. 185 (21).

Notice to shareholders

(22) 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. R.S.O. 1990, c. B.16, s. 185 (22).

Parties joined

(23) 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. R.S.O. 1990, c. B.16, s. 185 (23).

Idem

(24) 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. R.S.O. 1990, c. B.16, s. 185 (24).

Appraisers

(25) 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. R.S.O. 1990, c. B.16, s. 185 (25).

Final order

(26) 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). R.S.O. 1990, c. B.16, s. 185 (26).

Interest

(27) 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. R.S.O. 1990, c. B.16, s. 185 (27).

Where corporation unable to pay

(28) 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. R.S.O. 1990, c. B.16, s. 185 (28).

Idem

(29) 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. R.S.O. 1990, c. B.16, s. 185 (29).

Idem

(30) 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. R.S.O. 1990, c. B.16, s. 185 (30).

Court order

(31) 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. 1994, c. 27, s. 71 (24).

Commission may appear

(32) 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. 1994, c. 27, s. 71 (24).

SCHEDULE "F"

TO THE MANAGEMENT INFORMATION CIRCULAR OF ARES STRATEGIC MINING INC.

ENYO STRATEGIC MINING INC. – AUDITED FINANCIAL STATEMENTS

(see attached)

SCHEDULE "G"

TO THE MANAGEMENT INFORMATION CIRCULAR OF ARES STRATEGIC MINING INC.

ENYO STRATEGIC MINING INC. MANAGEMENT DISCUSSION AND ANALYSIS
AS AT THE DATE OF INCORPORATION (JUNE 24, 2022)

(see attached)

SCHEDULE "H"

TO THE MANAGEMENT INFORMATION CIRCULAR OF ARES STRATEGIC MINING INC.

**AUDITED CARVE-OUT FINANCIAL STATEMENTS
FOR THE YEARS ENDED SEPTEMBER 30, 2021 AND 2020 AND
UNAUDITED CARVE-OUT FINANCIAL STATEMENTS FOR THE NINE-MONTH PERIOD ENDED JUNE 30, 2022**

(see attached)

SCHEDULE "I"

TO THE MANAGEMENT INFORMATION CIRCULAR OF ARES STRATEGIC MINING INC.

ARES STRATEGIC MINING INC. CARVE-OUT MANAGEMENT DISCUSSION AND ANALYSIS FOR THE YEARS ENDED SEPTEMBER 30, 2021 AND 2020 AND FOR THE INTERIM PERIOD ENDED JUNE 30, 2022

(see attached)

SCHEDULE "J"

TO THE MANAGEMENT INFORMATION CIRCULAR OF ARES STRATEGIC MINING INC.

ARES STRATEGIC MINING INC.
STATEMENT OF CORPORATE GOVERNANCE PRACTICES

(see attached)

ARES STRATEGIC MINING INC.
STATEMENT OF GOVERNANCE PRACTICES

Governance Disclosure Requirement Under the Corporate Governance National Instrument 58-101 ("NI 58-101")	**Comments**
Board of Directors	
1. Board of Directors—Disclose how the board of directors (the "**Board**") of Ares Strategic Mining Inc. (the "**Corporation**") facilitates its exercise of independent supervision over management, including (i) the identity of directors that are independent, and (ii) the identity of directors who are not independent, and the basis for that determination.	The Board currently consists of a total of six directors of which Mr. Sarjeant, Mr. Changxian Li and Mr. Bo Li are considered "independent", as such term is defined in NI 58-101. Mr. Marek, Mr . Walker and Mr.Sanabria are not considered independent as their role as the Chairman, President and CEO and VP Exploration of the Corporation.
2. Directorships—If a director is presently a director of any other issuer that is a reporting issuer (or the equivalent) in a jurisdiction or a foreign jurisdiction, identify both the director and the other issuer.	Please refer to the accompanying management information circular (the "**Circular**") under the heading "Particulars of Matters to be Acted Upon - Election of Directors".
Orientation and Continuing Education	
3. Describe what steps, if any, the Board takes to orient new Board members, and describe any measures the Board takes to provide continuing education for directors.	Each new director brings a different skill set and professional background, and with this information, the Board is able to determine what orientation to the nature and operations of the Corporation's business will be necessary and relevant to each new director. The Corporation provides continuing education to its directors as such need arises and encourages open discussion at all meetings which format encourages learning by the directors.

Governance Disclosure Requirement Under the Corporate Governance National Instrument 58-101 ("NI 58-101")	Comments
Ethical Business Conduct	
4. Describe what steps, if any, the Board takes to encourage and promote a culture of ethical business conduct.	To ensure that an ethical business culture is maintained and promoted, directors are encouraged to exercise their independent judgment. If a director has a material interest in any transaction or agreement that the Corporation proposes to enter into, such director is expected to disclose such interest to the Board in compliance with the applicable laws, rules and policies which govern conflicts of interest in connection with such transaction or agreement. Further, any director who has a material interest in any proposed transaction or agreement will be excluded from the portion of the Board meeting concerning such matters and will be further precluded from voting on such matters.
Nomination of Directors	
5. Disclose what steps, if any, are taken to identify new candidates for Board nomination, including: (i) who identifies new candidates, and (ii) the process of identifying new candidates.	The Board is responsible for the identification and assessment of potential directors. The Board considers its size each year when it considers the number of directors to recommend to the shareholders for election at the annual meeting of shareholders, taking into account the number required to carry out the Board's duties effectively and to maintain a diversity of views and experience. While no formal nomination procedures are in place to identify new candidates, the Board does review the experience and performance of nominees for election to the Board. Members of the Board are canvassed with respect to the qualifications of a prospective candidate and each candidate is evaluated with respect to his or her experience and expertise, with particular attention paid to those areas of expertise that could complement and enhance current management. The Board also assesses any potential conflicts, independence or time commitment concerns that the candidate may present.

Governance Disclosure Requirement Under the Corporate Governance National Instrument 58-101 ("NI 58-101")	Comments
Compensation	
6. Disclose what steps, if any, are taken to determine compensation for the directors and CEO, including: (i) who determines compensation, and (ii) the process of determining compensation.	The process undertaken by the Board in respect of compensation is more fully described in the "Director and Named Executive Officer Compensation" section of the accompanying Circular.
Other Board Committees	
7. If the Board has standing committees other than the audit, compensation and nominating committees, identify the committees and describe their function.	The Corporate Governance and Compensation Committee is the only standing committee of the Board other than the Audit Committee. The primary function of the Corporate Governance and Compensation Committee is to consider the compensation of Named Executive Officers and directors and to make recommendations to the Board with respect to compensation-related matters.
Assessments	
8. Disclose what steps, if any, that the Board takes to satisfy itself that the Board, its committees, and its individual directors are performing effectively.	The Corporation has contemplated a plan for the annual review of the performance of every director and officer, however to date no formal plan or procedure has been adopted. The Board feels its corporate governance practices are appropriate and effective for the Corporation, given its relatively small size and level of activity. The Corporation's corporate governance structure allows for the Corporation to operate efficiently, with simple checks and balances that control and monitor management and corporate functions without undue administrative burden.

SCHEDULE "K"

TO THE MANAGEMENT INFORMATION CIRCULAR OF ARES STRATEGIC MINING INC.

ARES AUDIT COMMITTEE CHARTER

(see attached)

ARES STRATEGIC MINING INC.
CHARTER OF THE AUDIT COMMITTEE OF THE BOARD OF DIRECTORS

The following is the Corporation's "**Audit Committee Charter**":

Purpose

The primary function of the audit committee of the Corporation (the "Committee") is to assist the board of directors (the "Board") of the Corporation in fulfilling its responsibilities by reviewing the financial reports and other financial information provided by the Corporation to any regulatory body or the public, the Corporation's systems of internal controls regarding preparation of those financial statements and related disclosures that management and the Board have established and the Corporation's auditing, accounting and financial reporting processes generally. Consistent with this function, the Committee encourages continuous improvement of, and fosters adherence to, the Corporation's policies, procedures and practices at all levels. The Committee's primary objectives are to:

1. Assist directors in meeting their responsibilities in respect of the preparation and disclosure of the financial statements of the Corporation and related matters;
2. Provide for open communication between directors and external auditors;
3. Enhance the external auditor's independence;
4. Increase the credibility, transparency and objectivity of financial reports; and
5. Strengthen the role of the outside or "independent" directors by facilitating in depth discussions between directors on the Committee, management and external auditors.

Composition

The Committee is comprised of three or more directors as determined by the Board, if at all possible with the majority of whom shall be "independent" (as such term is used in National Instrument 52-110 – *Audit Committees* ("**NI 52-110**") unless the Board shall have determined that the exemption contained in section 3.6 of NI 52-110 would be applicable and is to be adopted by the Corporation.

All of the members of the Committee shall be "financially literate" (as defined in NI 52-110) unless the Board shall determine that an exemption under NI 52-110 from such requirement in respect of any particular member would be applicable is to be adopted by the Corporation in accordance with the provisions of NI 52-110.

The members of the Committee shall be elected by the Board at the annual organizational meeting of the Board and remain as members of the Committee until their successors shall be duly elected and qualified.

Unless a Chair is elected by the full Board, the members of the Committee may designate a Chair by majority vote of the full Committee membership. The Chair of the Committee shall be an independent director.

Meetings

The Committee shall meet at least four times annually, or more frequently as circumstances dictate. As part of its mandate to foster open communication, the Committee should meet at least annually with management and the external auditors in separate executive sessions to discuss any matters that the Committee or each of these groups believe should be discussed privately. The Chief Financial Officer (if appointed) is required to be present at the meetings of the Committee and may be excused from all or part of any such meetings by the independent sitting members.

Minutes of all meetings of the Committee shall be taken and the Committee shall report the results of its meetings and reviews undertaken and any associated recommendations or resolutions to the Board. A written resolution signed by all Committee members entitled to vote on that resolution at a meeting of the Committee shall be valid resolution of the Committee.

A quorum for meetings of the Committee shall be majority of its members, and the rules for calling, holding, conducting and adjourning meetings of the committee shall be the same as those governing the Board.

Members of the Committee may participate in a meeting of the Committee by means of telephone or other communication device or facilities that permit all persons participating in any such meeting to hear one another.

Responsibilities and Duties

To fulfil its responsibilities and duties, the Committee shall:

A. Documents/Reports Review

1. Review and update this Charter, as conditions dictate.
2. Review the financial statements, prospectuses, MD&A, annual information forms and all public disclosures containing audited or unaudited financial information (including, without limitation, annual and interim press releases and any other press releases disclosing earnings or financial results) before release and prior to Board approval where required.
3. Review the reports to management prepared by the external auditors and management responses.
4. Establish procedures for:
   (a) the receipt, retention and treatment of complaints received by the Corporation regarding accounting, internal accounting controls, or auditing matters; and
   (b) the confidential, anonymous submission by employees of the issuer of concerns regarding questionable accounting or auditing matters.
5. Review and approve the Corporation's hiring policies regarding employees and former employees of the present and former external auditors of the issuer.
6. Review of significant auditor findings during the year, including the status of previous audit recommendations.
7. Be satisfied with and periodically assess the adequacy of procedures for the review of corporate disclosure that is derived or extracted from the financial statements.

B. External Auditors

1. Be directly responsible for overseeing the work of the external auditors, including the resolution of disagreements between management and the external auditors regarding financial reporting.
2. Recommend to the Board the external auditors to be nominated for appointment by the shareholders.
3. Recommend to the Board the terms of engagement of the external auditor, including their compensation and a confirmation that the external auditors shall report directly to the Committee.
4. On an annual basis, review and discuss with the auditors all significant relationships the auditors have with the Corporation to determine the auditors' independence.
5. Review the performance of the external auditors and approve any proposed discharge of the external auditors when circumstances warrant.
6. When there is to be a change in auditors, review the issues related to the change and the information to be included in the required notice to securities regulators of such change.
7. Periodically consult with the external auditors, without the presence of management, about internal controls and the fullness and accuracy of the organization's financial statements.
8. Consider, in consultation with the external auditor, the audit scope and plan of the external auditor.
9. To one or more independent members of the Committee the authority to pre-approve non-audit services, provided that such member(s) reports to the Committee at the next scheduled meeting such pre-approval and the members(s) complies with such other procedures as may be established by the Committee from time to time.

C. Financial Reporting Processes

1. In consultation with the external auditors and management, review the integrity of the organization's financial reporting processes both internal and external. Consider judgments concerning the appropriateness of the Corporation's accounting policies.

2. Consider and approve, if appropriate, major changes to the Corporation's auditing and accounting principles and practices as suggested by the external auditors or management.

3. Review risk management policies and procedures of the Corporation (i.e., hedging, litigation and insurance).

D. Process Improvement

1. Review with external auditors their assessment of internal controls, their written reports containing recommendations for improvement, and management's response and follow-up to any identified weaknesses. The Committee shall also review annually with the external auditors their plan for their audit, and upon completion of the audit, their reports upon the financial statements.

E. Ethical and Legal Compliance

1. Ensure that management has the proper review system in place to ensure that the Corporation's financial statements, reports and other financial information disseminated to regulatory organizations and the public satisfy legal requirements.

2. Conduct and authorize investigations into any matters within the Committee's scope of responsibilities. The Committee shall be empowered to retain, and to set and pay compensation for any independent counsel and other professionals to assist in the conduct of any investigation, subject to the Board approving any expenditure in excess of $10,000 in this regard.

3. Perform any other activities consistent with this Charter, the Corporation's by-laws and governing law, as the Committee or the Board deems necessary or appropriate.

SCHEDULE "L"

TO THE MANAGEMENT INFORMATION CIRCULAR OF ARES STRATEGIC MINING INC.

ARES – SUMMARY OF FAIRNESS OPINION

Summary of Fairness Opinion prepared by Evans & Evans, Inc.

The Transaction between Ares Strategic Mining Inc. (the "**Company**") and Enyo involves the spin out of the Company's respective interests in the Liard Property and Vanadium Ridge Property (the "**Spinco Properties**") located in British Columbia, Canada to its shareholders by way of a share capital reorganization effected through the plan of arrangement (the "**Arrangement**"). Following the Arrangement, the Company's shareholders will own shares in two public companies: Enyo and Ares, and Enyo will own the Spinco Properties.

Evans & Evans, Inc. ("**Evans & Evans**") was engaged by the Board as an independent advisor to the Company to provide a Fairness Opinion (the "**Opinion**") with respect to the fairness of the Arrangement from a financial standpoint, to the shareholders of Ares.

In assessing the fairness of the Arrangement, Evans & Evans reviewed the Company's and Enyo's market, and the industry sentiment for fluorspar companies. Fluorspar (also known as Fluorite) is an important industrial mineral used in many chemical, ceramic and metallurgical processes. Evans & Evans ascertained that the global fluorspar market size was estimated to be worth US$2.6164 billion in 2020, US$1.424 billion in 2021 due to the COVID-19 pandemic and is forecast to reach US$2.08 billion by 2025 through review of excerpts from various market research reports. A report from Industry Research says that the global fluorspar market is projected to reach US$3.1607 billion by 2026.

Evans & Evans conducted a review of guideline companies similar to Ares to determine if the market capitalization of the Company would be impacted by the Arrangement.

In connection with the Arrangement, Enyo will require financing to fund, among other things, a first phase exploration program and general working capital requirements. In the view of Evans & Evans, splitting the Company and Enyo into separate companies may improve access to financing for each going forward as the investor profile for production properties can differ from early stage projects.

Evans & Evans concluded, in the Opinion, that the Arrangement is fair, from a financial point of view to the Ares Shareholders. In arriving at the conclusion set out in the Opinion, Evans & Evans considered the following:

(a) The Arrangement does not change the ownership position of current shareholders of Ares.

(b) Ares is a near-term producer through its Lost Sheep project, which is the primary focus of much of the Issuer's public disclosure.

(c) Ares has not conducted any material activity since acquiring the Liard Property and expanding it by staking in 2019 and 2020. Transferring ownership to Enyo creates the opportunity to explore areas of the Spinco Properties which have shown to have the possibility of mineralization.

(d) Splitting Ares and Enyo into separate companies may improve access to financing for each going forward as the investor profile for production properties can differ from early stage projects.

SCHEDULE "M"

TO THE MANAGEMENT INFORMATION CIRCULAR OF ARES STRATEGIC MINING INC.

ARES – PROPOSED FORM OF ARTICLES

Incorporation No.
C_____

BUSINESS CORPORATIONS ACT

ARTICLES

OF

ARES STRATEGIC MINING INC.

Table of Contents

Incorporation No.
C_____

BUSINESS CORPORATIONS ACT

ARTICLES

OF

ARES STRATEGIC MINING INC.

(the "**Company**")

PART 1– INTERPRETATION

1.1 Definitions

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

(a) **"adjourned meeting"** means the meeting to which a meeting is adjourned under Article 8.6 or 8.9;

(b) **"board"** and **"directors"** mean the board of directors of the Company for the time being;

(c) **"Business Corporations Act"** means the Business Corporations Act, S.B.C. 2002, c.57, and includes its regulations;

(d) **"Company"** means Ares Strategic Mining Inc.;

(e) **"Interpretation Act"** means the Interpretation Act, R.S.B.C. 1996, c. 238; and

(f) **"trustee",** in relation to a shareholder, means the personal or other legal representative of the shareholder, and includes a trustee in bankruptcy of the shareholder.

1.2 Business Corporations Act definitions apply

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

1.3 Interpretation Act applies

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

1.4 Conflict in definitions

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

1.5 Conflict between Articles and legislation

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

PART 2 – SHARES AND SHARE CERTIFICATES

2.1 Form of share certificate

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

2.2 Shareholder Entitled to Certificate or Acknowledgement

Unless the shares are uncertificated shares, each shareholder is entitled, without charge, to (a) one share certificate representing the shares of each class or series of shares registered in the shareholder's name or (b) a non-transferable written acknowledgement of the shareholder's right to obtain such a share certificate, provided that in respect of a share held jointly by several persons, the Company is not bound to issue more than one share certificate and delivery of a share certificate for a share to one of several joint shareholders or to one of the shareholders' duly authorized agents will be sufficient delivery to all.

2.3 Sending of share certificate

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

2.4 Replacement of worn out or defaced certificate

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

(a) order the certificate to be cancelled; and

(b) issue a replacement share certificate.

2.5 Replacement of lost, stolen or destroyed certificate

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

(a) proof satisfactory to them that the certificate is lost, stolen or destroyed; and

(b) any indemnity the directors consider adequate.

2.6 Splitting share certificates

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

2.7 Shares may be uncertificated

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

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

(b) any specified shares may be uncertificated shares.

PART 3 – ISSUE OF SHARES

3.1 Directors authorized to issue shares

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

3.2 Company need not recognize unregistered interests

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

PART 4 – SHARE TRANSFERS

4.1 Recording or registering transfer

A transfer of shares of the Company must not be registered:

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

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

4.2 Form of instrument of transfer

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

4.3 Signing of instrument of transfer

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

(a) in the name of the person named as transferee in that instrument of transfer; or

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

4.4 Enquiry as to title not required

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

4.5 Transfer fee

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

PART 5 – ACQUISITION OF SHARES

5.1 Company authorized to purchase shares

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

5.2 Company authorized to accept surrender of shares

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

5.3 Company authorized to convert fractional shares into whole shares

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

PART 6 – BORROWING POWERS

6.1 Powers of directors

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

(a) borrow money in the manner and amount, on the security, from the sources and on the terms and conditions that they consider appropriate;

(b) issue bonds, debentures and other debt obligations either outright or as security for any liability or obligation of the Company or any other person, and at any discount or premium and on such other terms as they consider appropriate;

(c) guarantee the repayment of money by any other person or the performance of any obligation of any other person; and

(d) mortgage or charge, whether by way of specific or floating charge, or give other security on the whole or any part of the present and future assets and undertaking of the Company.

PART 7 – GENERAL MEETINGS

7.1 Annual general meetings

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

7.2 When annual general meeting is deemed to have been held

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

select as the Company's annual reference date a date that would be appropriate for the holding of the applicable annual general meeting.

7.3 Calling of shareholder meetings

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

7.4 Notice for meetings of shareholders

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

(a) if and for so long as the Company is a public company, 21 days;

(b) otherwise, 10 days.

7.5 Record date for notice

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

(a) if and for so long as the Company is a public company, 21 days;

(b) otherwise, 10 days.

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

7.6 Record date for voting

The directors may set a date as the record date for the purpose of determining shareholders entitled to vote at any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the *Business Corporations Act*, by more than four months. If no record date is set as provided above, the record date for determining the shareholders entitled to vote at the meeting shall be 5:00 p.m. the day before the meeting.

7.7 Failure to give notice and waiver of notice

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

7.8 Notice of special business at meetings of shareholders

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

(a) state the general nature of the special business; and

(b) if the special business includes considering, approving, ratifying, adopting or authorizing any document or the signing of or giving of effect to any document, have attached to it a copy of the document or state that a copy of the document will be available for inspection by shareholders:

(i) at the Company's records office, or at such other reasonably accessible location in British Columbia as is specified in the notice, and

(ii) during statutory business hours on any one or more specified days before the day set for the holding of the meeting.

PART 8 – PROCEEDINGS AT MEETINGS OF SHAREHOLDERS

8.1 Special business

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

(a) at a meeting of shareholders that is not an annual general meeting, all business is special business except business relating to the conduct of or voting at the meeting or the election or appointment of directors;

(b) at an annual general meeting, all business is special business except for the following:

(i) business relating to the conduct of or voting at the meeting,

(ii) consideration of any financial statements of the Company presented to the meeting,

(iii) consideration of any reports of the directors or auditor,

(iv) the setting or changing of the number of directors,

(v) the election or appointment of directors,

(vi) the appointment of an auditor,

(vii) the setting of the remuneration of an auditor,

(viii) business arising out of a report of the directors not requiring the passing of a special resolution or an exceptional resolution, and

(ix) any other business which, under these Articles or the *Business Corporations Act*, may be transacted at a meeting of shareholders without prior notice of the business being given to the shareholders.

8.2 Special resolution

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

8.3 Quorum

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

8.4 Other persons may attend

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

8.5 Requirement of quorum

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

8.6 Lack of quorum

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

(a) in the case of a general meeting convened by requisition of shareholders, the meeting is dissolved; and

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

8.7 Chair

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

(a) the chair of the board, if any;

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

8.8 Alternate chair

At any meeting of shareholders, the directors present must choose one of their number to be chair of the meeting if:

(a) there is no chair of the board or president present within 15 minutes after the time set for holding the meeting;

(b) the chair of the board and the president are unwilling to act as chair of the meeting; or

(c) if the chair of the board and the president have advised the secretary, if any, or any director present at the meeting, that they will not be present at the meeting. If, in any of the foregoing circumstances, all of the directors present decline to accept the position of chair or fail to choose one of their number to be chair of the meeting, or if no director is present, the shareholders present in person or by proxy must choose any person present at the meeting to chair the meeting.

8.9 Adjournments

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

8.10 Notice of adjourned meeting

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

8.11 Motion need not be seconded

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

8.12 Manner of taking a poll

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

(a) the poll must be taken:

(i) at the meeting, or within 7 days after the date of the meeting, as the chair of the meeting directs, and

(ii) in the manner, at the time and at the place that the chair of the meeting directs;

(b) the result of the poll is deemed to be a resolution of, and passed at, the meeting at which the poll is demanded; and

(c) the demand for the poll may be withdrawn.

8.13 Demand for a poll on adjournment

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

8.14 Demand for a poll not to prevent continuation of meeting

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

8.15 Poll not available in respect of election of chair

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

8.16 Casting of votes on poll

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

8.17 Chair must resolve dispute

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

8.18 Chair has no second vote

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

8.19 Declaration of result

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

8.20 Meetings by telephone or other communications medium

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

(a) each such shareholder or proxy holder shall be deemed to be present at the meeting; and

(b) the meeting shall be deemed to be held at the location specified in the notice of the meeting.

PART 9 – ALTERATIONS AND RESOLUTIONS

9.1 Alteration of Authorized Share Structure

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

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

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

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

(i) decrease the par value of those shares,

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

(iii) subdivide all or any of its unissued or fully paid issued shares with par value into shares of smaller par value, or

(iv) consolidate all or any of its unissued or fully paid issued shares with par value into shares of larger par value;

(d) subdivide or consolidate all or any of its unissued or fully paid issued shares without par value;

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

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

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

9.2 Change of Name

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

9.3 Other Alterations or Resolutions

If the *Business Corporations Act* does not specify:

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

(b) the type of shareholders' resolution and these Articles do not specify another type of shareholders' resolution, the Company may by ordinary resolution authorize any act of the Company.

PART 10 – VOTES OF SHAREHOLDERS

10.1 Voting rights

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

(a) on a vote by show of hands, every person present who is a shareholder or proxy holder and entitled to vote at the meeting has one vote; and

(b) on a poll, every shareholder entitled to vote has one vote in respect of each share held by that shareholder that carries the right to vote on that poll and may exercise that vote either in person or by proxy.

10.2 Trustee of shareholder may vote

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

10.3 Votes by joint shareholders

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

(a) any one of the joint shareholders, but not both or all, may vote at any meeting, either personally or by proxy, in respect of the share as if that joint shareholder were solely entitled to it; or

(b) if more than one of the joint shareholders is present at any meeting, personally or by proxy, the joint shareholder present whose name stands first on the central securities register in respect of the share is alone entitled to vote in respect of that share.

10.4 Trustees as joint shareholders

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

10.5 Representative of a corporate shareholder

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

(a) for that purpose, the instrument appointing a representative must

(i) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least two (2) business days before the day set for the holding of the meeting, or

(ii) unless the notice of the meeting provides otherwise, be provided, at the meeting, to the chair of the meeting; and

(b) if a representative is appointed under this Article 10.5:

(i) the representative is entitled to exercise in respect of and at that meeting the same rights on behalf of the corporation that the representative represents as that corporation could exercise if it were a shareholder who is an individual, including, without limitation, the right to appoint a proxy holder, and

(ii) the representative, if present at the meeting, is to be counted for the purpose of forming a quorum and is deemed to be a shareholder present in person at the meeting.

10.6 When proxy provisions do not apply

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

10.7 Appointment of proxy holder

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

10.8 Alternate proxy holders

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

10.9 When proxy holder need not be shareholder

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

(a) the person appointing the proxy holder is a corporation or a representative of a corporation appointed under Article 10.5;

(b) the Company has at the time of the meeting for which the proxy holder is to be appointed only one shareholder entitled to vote at the meeting; or

(c) the shareholders present in person or by proxy at and entitled to vote at the meeting for which the proxy holder is to be appointed, by a resolution on which the proxy holder is not entitled to vote but in respect of which the proxy holder is to be counted in the quorum, permit the proxy holder to attend and vote at the meeting.

10.10 Form of proxy

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

(Name of Company)

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

Signed this ..... day of ....., ...

.....
Signature of shareholder

10.11 Provision of proxies

A proxy for a meeting of shareholders must:

(a) be received at the registered office of the Company or at any other place specified in the notice calling the meeting for the receipt of proxies, at least the number of business days specified in the notice or, if no number of days is specified, two (2) business days before the day set for the holding of the meeting; or

(b) unless the notice of the meeting provides otherwise, be provided at the meeting to the chair of the meeting.

10.12 Revocation of proxies

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

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

(b) provided at the meeting to the chair of the meeting.

10.13 Revocation of proxies must be signed

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

(a) if the shareholder for whom the proxy holder is appointed is an individual, the instrument must be signed by the shareholder or his or her trustee; or

(b) if the shareholder for whom the proxy holder is appointed is a corporation, the instrument must be signed by the corporation or by a representative appointed for the corporation under Article 10.5.

10.14 Validity of proxy votes

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

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

(b) by the chair of the meeting, before the vote is taken.

10.15 Production of evidence of authority to vote

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

10.16 Chair May Determine Validity of Proxy

Unless prohibited by applicable law, the chair of any meeting of shareholders may determine whether or not a proxy deposited for use at the meeting, which may not strictly comply with the requirements of this Article 10 as to form, execution, accompanying documentation, time of filing or otherwise, shall be valid for use at the meeting and any such determination made in good faith shall be final, conclusive and binding upon the meeting.

PART 11 – DIRECTORS

11.1 First directors; number of directors

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

(a) subject to paragraphs (b) and (c), the number of directors that is equal to the number of the Company's first directors;

(b) if the Company is a public company, the greater of three and the number most recently elected by ordinary resolution (whether or not previous notice of the resolution was given); and

(c) if the Company is not a public company, the number most recently elected by ordinary resolution (whether or not previous notice of the resolution was given).

11.2 Change in number of directors

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

(a) the shareholders may elect or appoint the directors needed to fill any vacancies in the board of directors up to that number;

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

11.3 Directors' acts valid despite vacancy

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

11.4 Qualifications of directors

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

11.5 Remuneration of directors

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

11.6 Reimbursement of expenses of directors

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

11.7 Special remuneration for directors

If any director performs any professional or other services for the Company that in the opinion of the directors are outside the ordinary duties of a director, or if any director is otherwise specially occupied in or about the Company's business, he or she may be paid remuneration fixed by the directors, or, at the option of that director, fixed by ordinary resolution, and such remuneration may be either in addition to, or in substitution for, any other remuneration that he or she may be entitled to receive.

11.8 Gratuity, pension or allowance on retirement of director

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

PART 12 – ELECTION AND REMOVAL OF DIRECTORS

12.1 Election at annual general meeting

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

(a) the shareholders entitled to vote at the annual general meeting for the election of directors may elect, or in the unanimous resolution appoint, a board of directors consisting of up to the number of directors for the time being set under these Articles; and

(b) all the directors cease to hold office immediately before the election or appointment of directors under paragraph (a), but are eligible for re-election or re-appointment.

12.2 Consent to be a director

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

(a) that individual consents to be a director in the manner provided for in the Business Corporations Act;

(b) that individual is elected or appointed at a meeting at which the individual is present and the individual does not refuse, at the meeting, to be a director; or

(c) with respect to first directors, the designation is otherwise valid under the Business Corporations Act.

12.3 Failure to elect or appoint directors

If:

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

(b) the shareholders fail, at the annual general meeting or in the unanimous resolution contemplated by Article 7.2, to elect or appoint any directors;

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

(c) the date on which his or her successor is elected or appointed; and

(d) the date on which he or she otherwise ceases to hold office under the Business Corporations Act or these Articles.

12.4 Directors may fill casual vacancies

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

12.5 Remaining directors' power to act

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

12.6 Shareholders may fill vacancies

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

12.7 Additional directors

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

(a) one-third of the number of first directors, if, at the time of the appointments, one or more of the first directors have not yet completed their first term of office; or

(b) in any other case, one-third of the number of the current directors who were elected or appointed as directors other than under this Article 12.7.

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

12.8 Ceasing to be a director

A director ceases to be a director when:

(a) the term of office of the director expires;

(b) the director dies;

(c) the director resigns as a director by notice in writing provided to the Company or a lawyer for the Company; or

(d) the director is removed from office pursuant to Articles 12.9 or 12.10.

12.9 Removal of director by shareholders

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

12.10 Removal of director by directors

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

12.11 Nominations of directors

(a) Only persons who are nominated in accordance with the following procedures shall be eligible for election as directors of the Company.

(b) Nominations of persons for election to the board may be made at any annual meeting of shareholders or at any special meeting of shareholders (if one of the purposes for which the special meeting was called was the election of directors):

(i) by or at the direction of the board, including pursuant to a notice of meeting,

(ii) by or at the direction or request of one or more shareholders pursuant to a proposal made in accordance with the provisions of the *Business Corporations Act*, or a requisition of the shareholders made in accordance with the provisions of the *Business Corporations Act*, or

(iii) by any person (a "**Nominating Shareholder**"): (A) who, at the close of business on the date of the giving of the notice provided for below in this Article 12.11 and on the record date for notice of such meeting, is entered in the securities register as a holder of one or more shares carrying the right to vote at such meeting or who beneficially owns shares that are entitled to be voted at such meeting; and (B) who complies with the notice procedures set forth below in this Article 12.11.

(c) In addition to any other applicable requirements, for a nomination to be made by a Nominating Shareholder, the Nominating Shareholder must have given timely notice thereof (as provided for in Article 12.11(d)) in proper written form to the secretary of the Company at the principal executive offices of the Company.

(d) To be timely, a Nominating Shareholder's notice to the secretary of the Company must be given:

(i) in the case of an annual meeting of shareholders, not less than 30 nor more than 65 days prior to the date of the annual meeting of shareholders; provided, however, that in the event that the annual meeting of shareholders is to be held on a date that is less than 50 days after the date (the "**Notice Date"**) on which the first public announcement (as defined below) of the date of the annual meeting was made, notice by the Nominating Shareholder may be given not later than the close of business on the tenth (10th) day after the Notice Date in respect of such meeting; and

(ii) in the case of a special meeting (which is not also an annual meeting) of shareholders called for the purpose of electing directors (whether or not called for other purposes), not later than the close of business on the fifteenth (15th) day following the day on which the first public announcement of the date of the special meeting of shareholders was made.

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

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

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

(ii) as to the Nominating Shareholder giving the notice: (A) any proxy, contract, arrangement, understanding or relationship pursuant to which such Nominating Shareholder has a right to vote any shares of the Company; (B) the class or series and number of shares in the capital of the Company which are controlled or which are owned beneficially or of the record by the Nominating Shareholder as of the record date for the meeting of shareholders (if such date shall then have been made publicly available and shall have occurred) and as of the date of such notice, and (C) any other information relating to such Nominating Shareholder that would be required to be made in a dissident's proxy circular in connection with solicitations of proxies for election of directors pursuant to the *Business Corporations Act* and Applicable Securities Laws (as defined below).

(f) The Company may require any proposed nominee to furnish such other information as may reasonably be required by the Company to determine the eligibility of such proposed nominee to

serve as an independent director of the Company or that could be material to a reasonable shareholder's understanding of the independence, or lack thereof, of such proposed nominee.

(g) The chair of the meeting shall have the power and duty to determine whether a nomination was made in accordance with the provisions set forth in this Article 12.11 and, if any proposed nomination is not in compliance with such provisions, to declare that such defective nomination shall be disregarded.

(h) For purposes of this Article 12.11:

(i) "**Affiliate**", when used to indicate a relationship with a person, means a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such specified person;

(ii) "**Applicable Securities Laws**" means the applicable securities legislation of each relevant province and territory of Canada, as amended from time to time, the rules, regulations and forms made or promulgated under any such statute and the published national instruments, multilateral instruments, policies, bulletins and notices of the securities commission and similar regulatory authority of each province and territory of Canada;

(iii) "**Associate**", when used to indicate a relationship with a specified person, means:

A. any corporation or trust of which such person beneficially owns, directly or indirectly, voting securities carrying more than 10% of the voting rights attached to all voting securities of such corporation or trust for the time being outstanding,

B. any partner of that person,

C. any trust or estate in which such person has a substantial beneficial interest or as to which such person serves as trustee or in a similar capacity,

D. a spouse of such specified person,

E. any person of either sex with whom such specified person is living in a conjugal relationship outside marriage, or

F. any relative of such specified person or of a person mentioned in clauses D or E of this definition if that relative has the same residence as the specified person;

(iv) "**Derivatives Contract**" means a contract between two parties (the "**Receiving Party**" and the "**Counterparty**") that is designed to expose the Receiving Party to economic benefits and risks that correspond substantially to the ownership by the Receiving Party of a number of shares in the capital of the Company or securities convertible into such shares specified or referenced in such contract (the number corresponding to such economic benefits and risks, the "**Notional Securities**"), regardless of whether obligations under such contract are required or permitted to be settled through the delivery of cash, shares in the capital of the Company or securities convertible into such shares or other property, without regard to any short position under the same or any other Derivatives Contract. For the avoidance of doubt, interests in broad-based index options, broad-based index futures and broad-based publicly traded market baskets of stocks approved for trading by the appropriate governmental authority shall not be deemed to be Derivatives Contracts;

(v) "**owned beneficially**" or "**owns beneficially**" means, in connection with the ownership of shares in the capital of the Company by a person:

A. any such shares as to which such person or any of such person's Affiliates or Associates owns at law or in equity, or has the right to acquire or become the owner at law or in equity, where such right is exercisable immediately or after the passage of time and whether or not on condition or the happening of any contingency or the making of any payment, upon the exercise of any conversion right, exchange right or purchase right attaching to any securities, or pursuant to any agreement, arrangement, pledge or understanding whether or not in writing,

B. any such shares as to which such person or any of such person's Affiliates or Associates has the right to vote, or the right to direct the voting, where such right is exercisable immediately or after the passage of time and whether or not on condition or the happening of any contingency or the making of any payment, pursuant to any agreement, arrangement, pledge or understanding whether or not in writing,

C. any such shares which are beneficially owned, directly or indirectly, by a Counterparty (or any of such Counterparty's Affiliates or Associates) under any Derivatives Contract (without regard to any short or similar position under the same or any other Derivatives Contract) to which such person or any of such person's Affiliates or Associates is a Receiving Party; provided, however, that the number of shares that a person owns beneficially pursuant to this clause in connection with a particular Derivatives Contract shall not exceed the number of Notional Securities with respect to such Derivatives Contract; provided, further, that the number of securities owned beneficially by each Counterparty (including their respective Affiliates and Associates) under a Derivatives Contract shall for purposes of this clause be deemed to include all securities that are owned beneficially, directly or indirectly, by any other Counterparty (or any of such other Counterparty's Affiliates or Associates) under any Derivatives Contract to which such first Counterparty (or any of such first Counterparty's Affiliates or Associates) is a Receiving Party and this proviso shall be applied to successive Counterparties as appropriate, and

D. any such shares which are owned beneficially within the meaning of this definition by any other person with whom such person is acting jointly or in concert with respect to the Company or any of its securities, and

(vi) "**public announcement**" shall mean disclosure in a press release reported by a national news service in Canada, or in a document publicly filed by the Company under its profile on the System of Electronic Document Analysis and Retrieval at www.sedar.com.

(i) Notwithstanding any other provision of this Article 12.11, notice given to the secretary of the Company pursuant to this Article 12.11 may only be given by personal delivery, facsimile transmission or by email (at such email address as stipulated from time to time by the secretary of the Company for purposes of this notice), and shall be deemed to have been given and made only at the time it is served by personal delivery, email (at the address as aforesaid, provided that receipt of confirmation of such transmission has been received) or sent by facsimile transmission (provided that receipt of confirmation of such transmission has been received) to the secretary at the address of the principal executive offices of the Company; provided that if such delivery or electronic communication is made on a day which is a not a business day or later than 5:00 p.m. (Vancouver time) on a day which is a business day, then such delivery or electronic communication shall be deemed to have been made on the subsequent day that is a business day.

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

PART 13 – PROCEEDINGS OF DIRECTORS

13.1 Meetings of directors

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

13.2 Chair of meetings

Meetings of directors are to be chaired by:

(a) the chair of the board, if any;

(b) in the absence of the chair of the board, the president, if any, if the president is a director; or

(c) any other director chosen by the directors if:

(i) neither the chair of the board nor the president, if a director, is present at the meeting within 15 minutes after the time set for holding the meeting,

(ii) neither the chair of the board nor the president, if a director, is willing to chair the meeting, or

(iii) the chair of the board and the president, if a director, have advised the secretary, if any, or any other director, that they will not be present at the meeting.

13.3 Voting at meetings

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

13.4 Meetings by telephone or other communications medium

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

13.5 Who may call extraordinary meetings

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

13.6 Notice of extraordinary meetings

Subject to Articles 13.7 and 13.8, if a meeting of the board is called under Article 13.5, reasonable notice of that meeting, specifying the place, date and time of that meeting, must be given to each of the directors:

(a) by mail addressed to the director's address as it appears on the books of the Company or to any other address provided to the Company by the director for this purpose;

(b) by leaving it at the director's prescribed address or at any other address provided to the Company by the director for this purpose; or

(c) orally, by delivery of written notice or by telephone, voice mail, e-mail, fax or any other method of legibly transmitting messages.

13.7 When notice not required

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

(a) the meeting is to be held immediately following a meeting of shareholders at which that director was elected or appointed or is the meeting of the directors at which that director is appointed;

(b) the director has filed a waiver under Article 13.9; or

(c) the director attends such meeting.

13.8 Meeting valid despite failure to give notice

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

13.9 Waiver of notice of meetings

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

13.10 Effect of waiver

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

13.11 Quorum

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

13.12 If only one director

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

PART 14 – COMMITTEES OF DIRECTORS

14.1 Appointment of committees

The directors may, by resolution:

(a) appoint one or more committees consisting of the director or directors that they consider appropriate;

(b) delegate to a committee appointed under paragraph (a) any of the directors' powers, except:

(i) the power to fill vacancies in the board,

(ii) the power to change the membership of, or fill vacancies in, any committee of the board, and

(iii) the power to appoint or remove officers appointed by the board; and

(c) make any delegation referred to in paragraph (b) subject to the conditions set out in the resolution.

14.2 Obligations of committee

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

(a) conform to any rules that may from time to time be imposed on it by the directors; and

(b) report every act or thing done in exercise of those powers to the earliest meeting of the directors to be held after the act or thing has been done.

14.3 Powers of board

The board may, at any time:

(a) revoke the authority given to a committee, or override a decision made by a committee, except as to acts done before such revocation or overriding;

(b) terminate the appointment of, or change the membership of, a committee; and

(c) fill vacancies in a committee.

14.4 Committee meetings

Subject to Article 14.2(a):

(a) the members of a directors' committee may meet and adjourn as they think proper;

(b) a directors' committee may elect a chair of its meetings but, if no chair of the meeting is elected, or if at any meeting the chair of the meeting is not present within 15 minutes after the time set for holding the meeting, the directors present who are members of the committee may choose one of their number to chair the meeting;

(c) a majority of the members of a directors' committee constitutes a quorum of the committee; and

(d) questions arising at any meeting of a directors' committee are determined by a majority of votes of the members present, and in case of an equality of votes, the chair of the meeting has no second or casting vote.

PART 15 – OFFICERS

15.1 Appointment of officers

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

15.2 Functions, duties and powers of officers

The board may, for each officer:

(a) determine the functions and duties the officer is to perform;

(b) entrust to and confer on the officer any of the powers exercisable by the directors on such terms and conditions and with such restrictions as the directors think fit; and

(c) from time to time revoke, withdraw, alter or vary all or any of the functions, duties and powers of the officer.

15.3 Remuneration

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

PART 16 – CERTAIN PERMITTED ACTIVITIES OF DIRECTORS

16.1 Other office of director

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

16.2 No disqualification

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

16.3 Professional services by director or officer

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

16.4 Remuneration and benefits received from certain entities

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

PART 17 – INDEMNIFICATION

17.1 Indemnification of directors

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

17.2 Deemed contract

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

PART 18 – AUDITOR

18.1 Remuneration of an auditor

The directors may set the remuneration of the auditor of the Company without the prior approval of the shareholders.

18.2 Waiver of appointment of an auditor

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

PART 19 – DIVIDENDS

19.1 Declaration of dividends

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

19.2 No notice required

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

19.3 Directors may determine when dividend payable

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

19.4 Dividends to be paid in accordance with number of shares

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

19.5 Manner of paying dividend

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

19.6 Dividend bears no interest

No dividend bears interest against the Company.

19.7 Fractional dividends

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

19.8 Payment of dividends

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

(a) subject to paragraphs (b) and (c), to the address of the shareholder;

(b) subject to paragraph (c), in the case of joint shareholders, to the address of the joint shareholder whose name stands first on the central securities register in respect of the shares; or

(c) to the person and to the address as the shareholder or joint shareholders may direct in writing.

19.9 Receipt by joint shareholders

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

PART 20 – ACCOUNTING RECORDS

20.1 Recording of financial affairs

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

PART 21 – EXECUTION OF INSTRUMENTS

21.1 Who may attest seal

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

(a) any two (2) directors;

(b) any officer, together with any director;

(c) if the Company has only one director, that director; or

(d) any one or more directors or officers or persons as may be determined by resolution of the directors.

21.2 Sealing copies

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

21.3 Execution of documents not under seal

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

PART 22 – NOTICES

22.1 Method of giving notice

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

(a) mail addressed to the person at the applicable address for that person as follows:

(i) for a record mailed to a shareholder, the shareholder's registered address,

(ii) for a record mailed to a director or officer, the prescribed address for mailing shown for the director or officer in the records kept by the Company or the mailing address provided by the recipient for the sending of that record or records of that class, or

(iii) in any other case, the mailing address of the intended recipient;

(b) delivery at the applicable address for that person as follows, addressed to the person:

(i) for a record delivered to a shareholder, the shareholder's registered address,

(ii) for a record delivered to a director or officer, the prescribed address for delivery shown for the director or officer in the records kept by the Company or the delivery address provided by the recipient for the sending of that record or records of that class,

(iii) in any other case, the delivery address of the intended recipient;

(c) sending the record by fax to the fax number provided by the intended recipient for the sending of that record or records of that class;

(d) sending the record by email to the email address provided by the intended recipient for the sending of that record or records of that class;

(e) physical delivery to the intended recipient; or

(f) such other manner of delivery as is permitted by applicable legislation governing electronic delivery.

22.2 Deemed receipt of mailing

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

22.3 Certificate of sending

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

22.4 Notice to joint shareholders

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

22.5 Notice to trustees

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

(a) mailing the record, addressed to them:

(i) by name, by the title of the legal personal representative of the deceased or incapacitated shareholder, by the title of trustee of the bankrupt shareholder or by any similar description, and

(ii) at the address, if any, supplied to the Company for that purpose by the persons claiming to be so entitled; or

(b) if an address referred to in Article 22.5(a)(ii) has not been supplied to the Company, by giving the notice in a manner in which it might have been given if the death, bankruptcy or incapacity had not occurred.

PART 23 – RESTRICTION ON SHARE TRANSFER

23.1 Application

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

23.2 Consent required for transfer

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

Full Name and Signature of Director	Date of Signing
ARES STRATEGIC MINING INC. Per: _____ Authorized Signatory	_____, 2022

TAB 2

This is **Exhibit "2"** to the

Affidavit of **James Walker**

sworn remotely this 3rd day of October, 2022.

_____

A Commissioner for Taking Affidavits, etc.

Alfred Pepushaj (LSO #84973C)

Court File No. CV-22-00687750-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MADAM	)	THURSDAY, THE 6TH
	)	
JUSTICE KIMMEL	)	DAY OF OCTOBER, 2022

IN THE MATTER OF an application under section 182 of the *Business Corporations Act,* R.S.O. 1990, c. B. 16, as amended

AND IN THE MATTER OF Rule 14.05(2) of the *Rules of Civil Procedure*

AND IN THE MATTER OF a proposed arrangement of **ARES STRATEGIC MINING INC.** involving its shareholders and **ENYO STRATEGIC MINING INC.**

INTERIM ORDER

THIS MOTION made by the Applicant, Ares Strategic Mining Inc. ("**Ares**"), for an interim order for advice and directions pursuant to section 182(5) of the *Business Corporations Act*, R.S.O. 1990, c. B.16, as amended ("**OBCA**") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, the Notice of Application issued on September 23, 2022, and the affidavit of James Walker sworn October ____, 2022, (the "**Walker Affidavit**"), including the Arrangement Agreement, which is attached as Schedule B to the draft management information circular of Ares (the "**Information Circular**"), which is attached as Exhibit 1 to the Walker Affidavit, and on hearing the submissions of counsel for Ares.

Definitions

1. **THIS COURT ORDERS** that all definitions used in this Interim Order shall have the meaning ascribed thereto in the Information Circular or otherwise as specifically defined herein.

The Meeting

2. **THIS COURT ORDERS** that the timeframe for Ares to call its annual meeting of holders of voting common shares in the capital of Ares (the "**Shareholders**") is hereby extended.

3. **THIS COURT ORDERS** that Ares is permitted to call, hold and conduct an annual and special meeting (the "**Meeting**") of the Shareholders to be held Suite 900 – 885 West Georgia Street, Vancouver, British Columbia on November 14, 2022, at 10:00 A.M. (Vancouver Time) in order for the Shareholders to consider and, if determined advisable, pass special resolutions authorizing, adopting and approving, with or without variation, the Arrangement and the Plan of Arrangement (collectively, the "**Arrangement Resolution**"), among other things.

4. **THIS COURT ORDERS** that the Meeting shall be called, held and conducted in accordance with the OBCA, the notice of meeting of Shareholders, which accompanies the Information Circular (the "**Notice of Meeting**") and the articles and by-laws of Ares, subject to what may be provided hereafter and subject to further order of this court.

5. **THIS COURT ORDERS** that the record date (the "Record Date") for determination of the shareholders entitled to notice of, and to vote at, the Meeting shall be October 7, 2022.

6. **THIS COURT ORDERS** that the only persons entitled to attend or speak at the Meeting shall be:

a) the Shareholders or their respective proxyholders;

b) the Ares Optionholders and Ares Warrantholders;

c) the officers, directors, auditors and advisors of Ares;

d) representatives and advisors of Enyo Strategic Mining Inc. ("**Enyo**"); and

e) other persons who may receive the permission of the Chair of the Meeting.

7. **THIS COURT ORDERS** that Ares may transact such other business at the Meeting as is contemplated in the Information Circular, or as may otherwise be properly before the Meeting.

Quorum

8. **THIS COURT ORDERS** that the Chair of the Meeting shall be determined by Ares and that the quorum at the Meeting shall be such number of individuals representing at least 25% of the Ares Shares entitled to vote at the Meeting either as Shareholders or proxyholders.

Amendments to the Arrangement and Plan of Arrangement

9. **THIS COURT ORDERS** that Ares is authorized to make, subject to the terms of the Arrangement Agreement, and paragraph 10, below, such amendments, modifications or supplements to the Arrangement as it may determine without any additional notice to the Shareholders, or others entitled to receive notice under paragraphs 13 and 14 hereof and the Arrangement and Plan of Arrangement, as so amended, modified or supplemented shall be the Arrangement and Plan of Arrangement to be submitted to the Shareholders at the Meeting and shall be the subject of the Arrangement Resolution. Amendments, modifications or supplements may be made following the Meeting, but shall be subject to review and, if appropriate, further direction by this Honourable Court at the hearing for the final approval of the Arrangement.

10. **THIS COURT ORDERS** that, if any amendments, modifications or supplements to the Arrangement as referred to in paragraph 9, above, would, if disclosed, reasonably be expected to affect a Shareholder's decision to vote for or against the Arrangement Resolution, notice of such amendment, modification or supplement shall be distributed, subject to further order of this Honourable Court, by press release, newspaper advertisement, prepaid ordinary mail, or by the method most reasonably practicable in the circumstances, as Ares may determine.

Amendments to the Information Circular

11. **THIS COURT ORDERS** that Ares is authorized to make such amendments, revisions and/or supplements to the draft Information Circular as it may determine and

the Information Circular, as so amended, revised and/or supplemental, shall be the Information Circular to be distributed in accordance with paragraphs 13 and 14.

Adjournments and Postponements

12. **THIS COURT ORDERS** that Ares, if it deems advisable and subject to the terms of the Arrangement Agreement, is specifically authorized to adjourn or postpone the Meeting on one or more occasions, without the necessity of first convening the Meeting or first obtaining any vote of the Shareholders respecting the adjournment or postponement, and notice of any such adjournment or postponement shall be given by such method as Ares may determine is appropriate in the circumstances. This provision shall not limit the authority of the Chair of the Meeting in respect of adjournments and postponements.

Notice of Meeting

13. **THIS COURT ORDERS** that, in order to effect notice of the Meeting, Ares shall send the Information Circular (including the Notice of Application and this Interim Order), the Notice of Meeting, the form of proxy and the letter of transmittal, along with such amendments or additional documents as Ares may determine are necessary or desirable and are not inconsistent with the terms of this Interim Order (collectively, the "Meeting Materials"), to the following:

a) the registered Shareholders at the close of business on the Record Date, at least twenty-one (21) days prior to the date of the Meeting, excluding the date of sending and the date of the Meeting, by one or more of the following methods:

i) by electronic transmission to the e-mail address of the Shareholders as they appear on the books and records of Ares, or its registrar and transfer agent, at the close of business on the Record Date and if no address is shown therein, then by pre-paid ordinary mail at the last address of the person known to the Corporate Secretary of Ares;

ii) by pre-paid ordinary or first-class mail at the addresses of the Shareholders as they appear on the books and records of Ares, or its registrar and transfer agent, at the close of business on the Record Date and if no address is shown therein, then the last address of the person known to the Corporate Secretary of Ares;

iii) by delivery, in person or by recognized courier service or inter-office mail, to the address specified in (i) above; or

iv) by facsimile or electronic transmission to any Shareholder, who is identified to the satisfaction of Ares, who requests such transmission in writing and, if required by Ares, who is prepared to pay the charges for such transmission;

b) non-registered Shareholders by providing sufficient copies of the Meeting Materials to intermediaries and registered nominees in a timely manner, in accordance with National Instrument 54-101 of the Canadian Securities Administrators; and

c) the respective directors and auditors of Ares, by delivery in person, by recognized courier service, by pre-paid ordinary or first-class mail or, with the consent of the person, by facsimile or electronic transmission, at least twenty-one (21) days prior to the date of the Meeting, excluding the date of sending and the date of the Meeting;

and that compliance with this paragraph shall constitute sufficient notice of the Meeting.

14. **THIS COURT ORDERS** that, in the event that Ares elects to distribute the Meeting Materials, Ares is hereby directed to distribute the Information Circular (including the Notice of Application, and this Interim Order), and any other communications or documents determined by Ares to be necessary or desirable (collectively, the "Court Materials") the holders of Ares Warrants or Ares Options by any method permitted for notice to Shareholders as set forth in paragraphs 13(a) or 13(b), above, concurrently with the distribution described in paragraph 13 of this Interim Order. Distribution to such persons shall be to their addresses as they appear on the books and records of Ares or its registrar and transfer agent at the close of business on the Record Date.

15. **THIS COURT ORDERS** that accidental failure or omission by Ares to give notice of the meeting or to distribute the Meeting Materials or Court Materials to any person entitled by this Interim Order to receive notice, or any failure or omission to give such notice as a result of events beyond the reasonable control of Ares, or the non-receipt of such notice shall, subject to further order of this Honourable Court, not

constitute a breach of this Interim Order nor shall it invalidate any resolution passed or proceedings taken at the Meeting. If any such failure or omission is brought to the attention of Ares, it shall use its best efforts to rectify it by the method and in the time most reasonably practicable in the circumstances.

16. **THIS COURT ORDERS** that Ares is hereby authorized to make such amendments, revisions or supplements to the Meeting Materials and Court Materials, as Ares may determine in accordance with the terms of the Arrangement Agreement ("**Additional Information**"), and that notice of such Additional Information may, subject to paragraph 10, above, be distributed by press release, newspaper advertisement, pre-paid ordinary mail, or by the method most reasonably practicable in the circumstances, as Ares may determine.

17. **THIS COURT ORDERS** that distribution of the Meeting Materials and Court Materials pursuant to paragraphs 13 and 14 of this Interim Order shall constitute notice of the Meeting and good and sufficient service of the within Application upon the persons described in paragraphs 13 and 14 and that those persons are bound by any orders made on the within Application. Further, no other form of service of the Meeting Materials or the Court Materials or any portion thereof need to be made, or notice given or other material served in respect of these proceedings and/or the Meeting to such persons or to any other persons, except to the extent required by paragraph 10, above.

Solicitation and Revocation of Proxies

18. **THIS COURT ORDERS** that Ares is authorized to use the letter of transmittal and proxies substantially in the form of the drafts accompanying the Information Circular, with such amendments and additional information as Ares may determine are necessary or desirable, subject to the terms of the Arrangement Agreement. Ares is authorized, at its expense, to solicit proxies, directly or through its officers, directors or employees, and through such agents or representatives as they may retain for that purpose, and by mail or such other forms of personal or electronic communication as it may determine. Ares may waive generally, in its discretion, the time limits set out in the Information Circular for the deposit or revocation of proxies by Shareholders, if Ares deems it advisable to do so.

19. **THIS COURT ORDERS** that the Shareholders shall be entitled to revoke their proxies in accordance with section 110(4) of the OBCA (except as the procedures of that section are varied by this paragraph) provided that any instruments in writing delivered pursuant to section 110(4)(a) of the OBCA: (a) may be deposited at the registered office of Ares or with the transfer agent of Ares as set out in the Information Circular; and (b) any such instruments must be received by Ares or its transfer agent not later than 5:00 pm (Vancouver time) two (2) business days prior to the Meeting (or any adjournment or postponement thereof).

Voting

20. **THIS COURT ORDERS** that the only persons entitled to vote in person or by proxy on the Arrangement Resolution, or such other business as may be properly

brought before the Meeting, shall be those Shareholders who hold voting common shares of Ares as of the close of business on the Record Date. Illegible votes, spoiled votes, defective votes and abstentions shall be deemed to be votes not cast. Proxies that are properly signed and dated but which do not contain voting instructions shall be voted in favour of the Arrangement Resolution.

21. **THIS COURT ORDERS** that votes shall be taken at the Meeting on the basis of one vote per common share and that in order for the Plan of Arrangement to be implemented, subject to further Order of this Honourable Court, the Arrangement Resolution must be passed, with or without variation, at the Meeting by an affirmative vote of at least two-thirds ($66^{2}/_{3}$%) of the votes cast in respect of the Arrangement Resolution at the Meeting in person or by proxy by the Shareholders. Such votes shall be sufficient to authorize Ares to do all such acts and things as may be necessary or desirable to give effect to the Arrangement and the Plan of Arrangement on a basis consistent with what is provided for in the Information Circular without the necessity of any further approval by the Shareholders, subject only to final approval of the Arrangement by this Honourable Court.

22. **THIS COURT ORDERS** that in respect of matters properly brought before the Meeting pertaining to items of business affecting Ares (other than in respect of the Arrangement Resolution), each Shareholder is entitled to one vote for each voting common share held.

Dissent Rights

23. **THIS COURT ORDERS** that each registered Shareholder shall be entitled to exercise Dissent Rights in connection with the Arrangement Resolution in accordance with section 185 of the OBCA (except as the procedures of that section are varied by this Interim Order and the Plan of Arrangement) provided that, notwithstanding subsection 185(6) of the OBCA, any Shareholder who wishes to dissent must, as a condition precedent thereto, provide written objection to the Arrangement Resolution to Ares in the form required by section 185 of the OBCA and the Arrangement Agreement, which written objection must be received by Ares not later than 5:00 p.m. (Eastern time) on the last business day immediately preceding the Meeting (or any adjournment or postponement thereof), and must otherwise strictly comply with the requirements of the OBCA. For purposes of these proceedings, the "court" referred to in section 185 of the OBCA means this Honourable Court.

24. **THIS COURT ORDERS** that any Shareholder who duly exercises such Dissent Rights set out in paragraph 22 above and who:

i) is ultimately determined by this Honourable Court to be entitled to be paid fair value for his, her or its voting common shares, shall be deemed to have transferred those voting common shares as of the Effective Time, without any further act or formality and free and clear of all liens, claims, encumbrances, charges, adverse interests or security interests to Enyo for cancellation in consideration for a payment of cash from Enyo equal to such fair value; or

ii) is for any reason ultimately determined by this Honourable Court not to be entitled to be paid fair value for his, her or its voting common shares pursuant to the exercise of the Dissent Right, shall be deemed to have participated in the Arrangement on the same basis and at the same time as any non-dissenting Shareholder;

but in no case shall Ares, Enyo or any other person be required to recognize such Shareholders as holders of voting common shares of Ares at or after the date upon which the Arrangement becomes effective and the names of such Shareholders shall be deleted from Ares' register of holders of voting common shares at that time.

Hearing of Application for Approval of the Arrangement

25. **THIS COURT ORDERS** that upon approval by the Shareholders of the Plan of Arrangement in the manner set forth in this Interim Order, Ares may apply to this Honourable Court for final approval of the Arrangement.

26. **THIS COURT ORDERS** that distribution of the Notice of Application and the Interim Order in the Information Circular, when sent in accordance with paragraphs 13 and 14 shall constitute good and sufficient service of the Notice of Application and this Interim Order and no other form of service need be effected and no other material need be served unless a Notice of Appearance is served in accordance with this Order.

27. **THIS COURT ORDERS** that any Notice of Appearance served in response to the Notice of Application shall be served on the solicitors for Ares, with a copy to

counsel for Enyo, as soon as reasonably practicable, and, in any event, no less than five days before the hearing of this Application at the following addresses:

WEIRFOULDS LLP
Barristers & Solicitors
66 Wellington Street West, Suite 4100
TD Bank Tower
P.O. Box 35
Toronto, ON M5K 1B7

Attention: Conor Dooley
cdooley@weirfoulds.com

Solicitors for Ares

Clark Wilson LLP
900-885 West Georgia Street
Vancouver, British Columbia
V6C 3H1

Attention: Cam McTavish
cmctavish@cwilson.com

Solicitors for Enyo

28. **THIS COURT ORDERS** that, subject to further order of this Honourable Court, the only persons entitled to appear and be heard at the hearing of the within application shall be:

i) the Applicant Ares;

ii) Enyo; and

iii) any person who has filed a Notice of Appearance herein in accordance with the Notice of Application, this Interim Order and the *Rules of Civil Procedure*.

29. **THIS COURT ORDERS** that any materials to be filed by Ares in support of the within Application for final approval of the Arrangement may be filed up to one day prior to the hearing of the Application without further order of this Honourable Court.

30. **THIS COURT ORDERS** that in the event the within Application for final approval does not proceed on the date set forth in the Notice of Application, and is adjourned, only those persons who served and filed a Notice of Appearance in accordance with paragraph 27 shall be entitled to be given notice of the adjourned date.

Precedence

31. **THIS COURT ORDERS** that, to the extent of any inconsistency or discrepancy between this Interim Order and the terms of any instrument creating, governing or collateral to the voting common shares, Ares Options, Ares Warrants or other rights to acquire voting common shares of Ares, or the articles or by-laws of Ares, this Interim Order shall govern.

Extra-Territorial Assistance

32. **THIS COURT** seeks and requests the aid and recognition of any court or any judicial, regulatory or administrative body in any province of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province and any court or any judicial, regulatory or administrative body of the United States or other country to act in aid of and to assist this Honourable Court in carrying out the terms of this Interim Order.

Variance

33. **THIS COURT ORDERS** that Ares shall be entitled to seek leave to vary this Interim Order upon such terms and upon the giving of such notice as this Honourable Court may direct.

18189236

TAB 3

This is **Exhibit "3"** to the

Affidavit of **James Walker**

sworn remotely this 3rd day of October, 2022.

_____

A Commissioner for Taking Affidavits, etc.

Alfred Pepushaj (LSO #84973C)

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF AN APPLICATION UNDER SECTION 182 OF THE *BUSINESS CORPORATIONS ACT*, R.S.O. 1990, c. B.16, AS AMENDED,

AND IN THE MATTER OF RULE 14.05(2) OF THE *RULES OF CIVIL PROCEDURE*

AND IN THE MATTER OF A PROPOSED ARRANGEMENT OF ARES STRATEGIC MINING INC. INVOLVING ITS SHAREHOLDERS AND ENYO STRATEGIC MINING INC.

ARES STRATEGIC MINING INC., APPLICANT

NOTICE OF APPLICATION

TO THE RESPONDENTS:

A LEGAL PROCEEDING HAS BEEN COMMENCED by the applicant. The claim made by the applicant appears on the following page.

THIS APPLICATION will come on for a hearing before the Commercial List on a date to be scheduled via Zoom, 330 University Avenue, Toronto, ON M5G 1R7.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the Rules of Civil Procedure, serve it on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS

APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date: September 23, 2022

Issued by Gurwinderjit Singh Brar
Digitally signed by Gurwinderjit Singh Brar
Date: 2022.09.23 15:32:26 -04'00'
Local Registrar

Address of court office: 330 University Avenue
9th Floor
Toronto, ON
M5G 1R7

TO: **ALL SHAREHOLDERS OF ARES STRATEGIC MINING INC.**

AND TO: **ALL HOLDERS OF ARES OPTIONS AND ARES WARRANTS (AS DEFINED IN THE ARRANGEMENT AGREEMENT)**

AND TO: **THE DIRECTORS OF ARES STRATEGIC MINING INC.**

AND TO: **THE AUDITOR OF ARES STRATEGIC MINING INC.**

AND TO: **THE DIRECTOR APPOINTED UNDER THE *BUSINESS CORPORATIONS ACT***

AND TO: **ENYO STRATEGIC MINING INC.**

c/o Clark Wilson LLP
900-885 West Georgia Street
Vancouver, British Columbia
V6C 3H1

Attn: Cam McTavish
cmctavish@cwilson.com

Lawyers for Enyo Strategic Mining Inc.

APPLICATION

1. THE APPLICANT, ARES STRATEGIC MINING INC., MAKES APPLICATION FOR:

(a) an interim order for advice and directions under section 182(5) of the *Business Corporations Act*, R.S.O. 1990, c. B.16, as amended ("**OBCA**") in connection with a proposed arrangement ("**Arrangement**") of Ares Strategic Mining Inc. ("**Ares**");

(b) a final order approving the Arrangement pursuant to section 182(5) of the OBCA;

(c) an order extending the time for Ares to call its annual meeting of shareholders pursuant to section 94 of the OBCA;

(d) if necessary, an order abridging the time, or dispensing with the requirements for service of the application materials herein; and

(e) such further and other relief as this Court may deem just.

2. THE GROUNDS FOR THE APPLICATION ARE:[1]

(a) Ares is a corporation governed by the OBCA;

(b) Ares and Enyo Strategic Mining Inc. ("**Enyo**"), a wholly owned subsidiary of Ares, will enter into an agreement where Enyo will acquire from Ares certain properties and related assets as well as assume certain related liabilities;

(c) Enyo will issue 13,600,000 common shares without par value ("**Enyo Shares**") (or such other number of shares as determined by the board of directors of Enyo) ("**Enyo Spinout Shares**") to Ares to complete the acquisition of these properties, such shares to be distributed to the Ares Shareholders pursuant to the Arrangement;

(d) Following completion of the steps at (b) and (c) above, pursuant to the Arrangement, among other events:

i) the existing Ares Shares will be redesignated as Ares Class A Shares;

ii) Ares will create a new class of common shares known as the New Ares Shares;

iii) each Ares Class A Share will be exchanged for one New Ares Share and 0.1 of an Enyo Spinout Share;

[1] All terms as defined in the Arrangement Agreement.

iv) the Ares Class A Shares will be cancelled; and

v) all outstanding Ares Options will be transferred and exchange, and all outstanding Ares Warrants will be amended to allow holders to acquire, upon exercise, New Ares Shares and Enyo Shares in amounts reflective of the relative fair market values of Ares and Enyo at the date the Arrangement is effective under the OBCA.

(e) As a result of the Arrangement, Ares Shareholders will own the Enyo Spinout Shares, and Ares will have no further interest in Enyo or the Enyo Shares.

(f) the Arrangement is an "arrangement" as defined in section 182(1)(h) of the OBCA;

(g) it is not practicable for Ares to effect the Arrangement under any other provision of the OBCA;

(h) all statutory procedures under the OBCA have been or will have been met by the return date of this Application;

(i) the Arrangement and application is put forward in good faith;

(j) the Arrangement is fair and reasonable;

(k) the directions set out and shareholder approvals required pursuant to any Interim Order this Court may grant will have been followed and obtained by the return date of this Application;

(l) section 182 of the OBCA;

(m) section 3(a)(10) of the *United States Securities Act of 1933*, as amended (the "**U.S. Securities Act**"), exempts from the registration requirements of the U.S. Securities Act those securities which are issued in exchange for *bona fide* outstanding securities, claims or property interests, or partly in exchange and partly for cash, where the terms and conditions of such issuance and exchange are approved after a hearing by a court upon the fairness of such terms and conditions, at which all persons to whom it is proposed to issue securities in such exchange shall have the right to appear. Based on the Court's approval of the Arrangement, Enyo intends to rely upon the exemption under section 3(a)(10) of the U.S. Securities Act to issue securities pursuant to the Arrangement;

(n) Ares held its last annual meeting of shareholders on July 7, 2021. Pursuant to section 94 of the OBCA, Ares is required to hold its next annual meeting of shareholders no later than October 7, 2022. Ares requires the Court's interim order for advice and directions related to the Arrangement and as a result, it will not be able to call its next annual meeting of shareholders prior to the expiry of the statutory fifteen-month period. Ares intends to call its next annual meeting

of shareholders as soon as possible after the Court has issued its interim order for advice and directions.

(o) rules 3.02, 14.05(2), 14.05(3), 16.04, 17.02, 37 and 38 of the *Rules of Civil Procedure*;

(p) National Instrument 54-101 – Communication with Beneficial Owners of Securities of a Reporting Issuer, of the Canadian Securities Administrators; and

(q) such further and other grounds as counsel may advise and this Court may permit.

3. THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED AT THE HEARING OF THE APPLICATION:

(a) affidavit(s) of James Walker, CEO, with exhibits thereto;

(b) a further or supplementary affidavit, to be affirmed, with the exhibits thereto, reporting as to compliance with any interim order, if granted, and the results of the meeting conducted pursuant to such interim order; and

(c) such further and other material as counsel may advise and this Court may permit.

Date: September 23, 2022

WEIRFOULDS LLP
Barristers & Solicitors
66 Wellington St. W., Suite 4100
TD Bank Tower, PO Box 35
Toronto, ON M5K 1B7

Nadia Chiesa (LSO #60391A)
nchiesa@weirfoulds.com

Tel: (416) 365-1110
Fax: (416) 365-1876

Lawyers for the Applicant, Ares Strategic Mining Inc.

Electronically filed / Déposé par voie électronique : 19-Oct-2022
Toronto Superior Court of Justice / Cour supérieure de justice

IN THE MATTER OF AN APPLICATION UNDER SECTION 182 OF THE *BUSINESS CORPORATIONS ACT*, R.S.O. 1990, c. B.16, AS AMENDED,
AND IN THE MATTER OF RULE 14.05(2) OF THE RULES OF CIVIL PROCEDURE,
AND IN THE MATTER OF A PROPOSED ARRANGEMENT OF ARES STRATEGIC MINING INC. INVOLVING ITS SHAREHOLDERS AND ENYO STRATEGIC MINING INC.
ARES STRATEGIC MINING INC., APPLICANT

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding Commenced at Toronto

NOTICE OF APPLICATION

WEIRFOULDS LLP
Barristers & Solicitors
66 Wellington St. W., Suite 4100
TD Bank Tower, PO Box 35
Toronto, ON M5K 1B7

Nadia Chiesa (LSO #60391A)
nchiesa@weirfoulds.com
Tel: (416) 365-1110
Fax: (416) 365-1876

Lawyers for the Applicant,
Ares Strategic Mining Inc.

TAB 4

This is **Exhibit "4"** to the

Affidavit of **James Walker**

sworn remotely this 3rd day of October, 2022.

_____

A Commissioner for Taking Affidavits, etc.

Alfred Pepushaj (LSO #84973C)

ARRANGEMENT AGREEMENT

THIS ARRANGEMENT AGREEMENT is dated as of the ♦ day of September, 2022.

BETWEEN:

ARES STRATEGIC MINING INC., a corporation existing under the *Business Corporations Act* (Ontario)

("**Ares**")

AND:

ENYO STRATEGIC MINING INC., a corporation existing under the *Business Corporations Act* (British Columbia)

("**Enyo**")

WHEREAS:

A. Ares and Enyo wish to implement a corporate restructuring by way of a statutory arrangement;

B. Prior to the Effective Time of the Arrangement, Ares will have sold and transferred the Liard Property, the Vanadium Ridge Property and certain related assets to its wholly-owned subsidiary, Enyo, and Enyo will have assumed certain liabilities relating to the foregoing and issued the Enyo Spinout Shares to Ares, all upon and subject to the terms and conditions set forth in a conveyance agreement;

C. Pursuant to the Arrangement, Ares and Enyo wish to participate in a series of transactions whereby, among other things, Ares will distribute the Enyo Spinout Shares such that the holders of Ares Shares (other than Dissenting Shareholders) will become the holders of the Enyo Spinout Shares;

D. Ares proposes to convene a meeting of the Ares Shareholders to consider the Arrangement pursuant to Section 182 of the OBCA, on the terms and conditions set forth in the Plan of Arrangement; and

E. Each of the parties to this Agreement has agreed to participate in and support the Arrangement.

NOW THEREFORE, in consideration of the premises and the respective covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto hereby covenant and agree as follows:

ARTICLE 1
DEFINITIONS, INTERPRETATION AND EXHIBIT

1.1 **Definitions**. In this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following capitalized words and terms shall have the following meanings:

(a) "**Agreement**" means this arrangement agreement, including the exhibits attached hereto, as the same may be supplemented or amended from time to time;

(b) "**Ares**" means Ares Strategic Mining Inc., a corporation incorporated pursuant to the laws of the Province of Ontario;

(c) "**Ares Board**" means the board of directors of Ares;

(d) "**Ares Class A Shares**" means the renamed and redesignated Ares Shares as described in §3.1(b)(i) of the Plan of Arrangement;

(e) "**Ares Meeting**" means the annual and special meeting of the Ares Shareholders and any adjournments thereof to be held to, among other things, consider and, if deemed advisable, approve the Arrangement;

(f) "**Ares Options**" means options to acquire Ares Shares, including options under the terms of which are deemed exercisable for Ares Shares, that are outstanding immediately prior to the Effective Time;

(g) "**Ares Replacement Option**" means an option to acquire a New Ares Share to be issued by Ares to a holder of a Ares Option pursuant to §3.1(c) of the Plan of Arrangement;

(h) "**Ares Shareholder**" means a holder of Ares Shares;

(i) "**Ares Shares**" means the common shares without par value which Ares is authorized to issue as the same are constituted on the date hereof;

(j) "**Ares Warrants**" means the share purchase warrants of Ares exercisable to acquire Ares Shares, including warrants under the terms of which are deemed exercisable for Ares Shares, that are outstanding immediately prior to the Effective Time;

(k) "**Arrangement Provisions**" means Section 182 of the OBCA;

(l) "**Arrangement Resolution**" means the special resolution of the Ares Shareholders to approve the Arrangement, as required by the Interim Order and the OBCA in the form attached as Schedule "A" to the Plan of Arrangement;

(m) "**Arrangement**" means the arrangement pursuant to the Arrangement Provisions as contemplated by the provisions of this Agreement and the Plan of Arrangement;

(n) "**Authority**" means any: (i) multinational, federal, provincial, state, municipal, local or foreign governmental or public department, court or commission, domestic or foreign; (ii) subdivision or authority of any of the foregoing; or (iii) quasi-governmental or self-regulatory organization exercising any regulatory, expropriation or taxing authority under or for the account of its members or any of the above;

(o) "**BCBCA**" means the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended;

(p) "**Business Day**" means a day which is not a Saturday, Sunday or statutory holiday in Toronto, Ontario;

(q) **"Certificate of Arrangement"** means the certificate to be endorsed by the Director pursuant to Section 183(2) of the OBCA giving effect to the Arrangement;

(r) "**Constating Documents**" means, in respect of Ares, the Articles and related Notice of Articles under the OBCA and, in respect of Enyo, the Articles and related Notice of Articles under the BCBCA;

(s) "**Court**" means the Ontario Superior Court of Justice;

(t) "**CSE**" means the Canadian Securities Exchange, operated by CNSX Inc.;

(u) **"Director"** means the Director appointed under Section 278 of the OBCA;

(v) "**Dissent Procedures**" means the rules pertaining to the exercise of Dissent Rights as set forth in Section 185 of the OBCA and Article 5 of the Plan of Arrangement;

(w) "**Dissent Rights**" means the right of a registered Ares Shareholder to dissent from the Arrangement Resolution in accordance with the provisions of the OBCA, as modified by the Interim Order, and to be paid the fair value of the Ares Shares in respect of which the holder dissents;

(x) "**Dissenting Shareholder**" means a registered holder of Ares Shares who dissents in respect of the Arrangement in strict compliance with the Dissent Procedures and who has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights;

(y) "**Effective Date**" means the date that the Arrangement is effective under the OBCA as endorsed by the Certificate of Arrangement;

(z) "**Effective Time**" means 12:01 a.m. (Toronto time) on the Effective Date as endorsed by the Certificate of Arrangement;

(aa) "**Enyo**" means Enyo Strategic Mining Inc., a corporation incorporated pursuant to the laws of the Province of British Columbia;

(bb) "**Enyo Board**" means the board of directors of Enyo;

(cc) "**Enyo Options**" means share purchase options issued pursuant to the Enyo Equity Incentive Plan, including the Enyo Options pursuant to §3.1(c) of the Plan of Arrangement;

(dd) "**Enyo Shares**" means the common shares without par value which Enyo is authorized to issue as the same are constituted on the date hereof;

(ee) "**Enyo Spinout Shares**" means the 13,600,000 Enyo Shares (or such other amount determined by the Enyo Board) issued or to be issued to Ares prior to the Effective Time to complete the acquisition of the Liard Property, the Vanadium Ridge Property and certain related assets, such shares to be distributed to the Ares Shareholders pursuant to the Plan of Arrangement;

(ff) "**Enyo Equity Incentive Plan**" means the equity incentive plan to be adopted by Enyo pursuant to Section 4.3 of this Agreement, in substantially similar terms as the equity incentive plan in respect of Ares and may otherwise be modified, amended or restated as more particularly described in the Information Circular;

(gg) "**Final Order**" means the final order of the Court pursuant to Section 182 of the OBCA approving the Arrangement;

(hh) "**In the Money Amount**" at a particular time with respect to an Ares Option, Ares Replacement Option or Enyo Option means the amount, if any, by which the fair market value of the underlying security exceeds the exercise price of the relevant option at such time;

(ii) "**Information Circular**" means the management information circular of Ares, including all schedules thereto, to be sent to the Ares Shareholders in connection with the Ares Meeting, together with any amendments or supplements thereto;

(jj) "**Interim Order**" means the interim order of the Court pursuant to Section 182 of the OBCA providing advice and directions in connection with the Ares Meeting and the Arrangement;

(kk) "**Laws**" means all laws, by-laws, statutes, rules, regulations, principles of law, orders, ordinances, protocols, codes, guidelines, policies, notices, directions and judgments or other requirements and the terms and conditions of any grant of approval, permission, authority or license of any Authority, to the extent of the foregoing have the force of law, and the term "applicable" with respect to such laws and in a context that refers to one or more parties, means such laws as are applicable to such party or its business, undertaking, property or securities and emanate from a Person having jurisdiction over the party or parties or its or their business, undertaking, property or securities;

(ll) "**Liard Property**" means the eighteen (18) mineral claims owned or to be owned as to 100% by Enyo, located in north-central British Columbia and known as the Liard fluorspar property;

(mm) "**New Ares Shares**" means the new class of voting common shares without par value which Ares will create and issue as described in §3.1(b)(ii) of the Plan of Arrangement and for which the Ares Class A Shares are, in part, to be exchanged under the Plan of Arrangement and which, immediately after completion of the transactions comprising the Plan of Arrangement, will be identical in every relevant respect to the Ares Shares;

(nn) "**OBCA**" means the *Business Corporations Act*, R.S.O. 1990, c.B.16, as amended;

(oo) "**party**" means either Ares or Enyo and "parties" means, collectively, Ares and Enyo;

(pp) "**Person**" means and includes an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, a trustee, executor, administrator or other legal representative and the Crown or any agency or instrumentality thereof;

(qq) "**Plan of Arrangement**" means the plan of arrangement attached to this Agreement as Exhibit I, as the same may be amended from time to time;

(rr) "**Tax Act**" means the *Income Tax Act* (Canada), R.S.C. 1985 (5th Supp.) c.1, as amended;

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

(tt) "**Vanadium Ridge Property**" means the twenty (20) mineral claims owned or to be owned as to 50% by Enyo located near Barriere, British Columbia and known as the Vanadium Ridge property, and for greater certainty, does not include the remaining 50% ownership interest in such claims, which are owned by a third party;

1.2 **Currency**. All amounts of money which are referred to in this Agreement are expressed in lawful money of Canada unless otherwise specified.

1.3 **Interpretation Not Affected by Headings**. The division of this Agreement into articles, sections, subsections, paragraphs and subparagraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of the provisions of this Agreement. The terms "this Agreement", "hereof", "herein", "hereunder" and similar expressions refer to this Agreement and the exhibits hereto as a whole and not to any particular article, section, subsection, paragraph or subparagraph hereof and include any agreement or instrument supplementary or ancillary hereto.

1.4 **Number and Gender**. In this Agreement, unless the context otherwise requires, words importing the singular shall include the plural and vice versa and words importing the use of either gender shall include both genders and neuter and words importing persons shall include firms and corporations.

1.5 **Date for any Action**. In the event that any date on which any action is required to be taken hereunder by Ares or Enyo is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.6 **Meaning**. Words and phrases used herein and defined in the OBCA or the BCBCA, as the case may be, shall have the same meaning herein as in the OBCA or the BCBCA, as applicable, unless the context otherwise requires.

1.7 **Exhibits**. Attached hereto and deemed to be incorporated into and form part of this Agreement as Exhibit I is the Plan of Arrangement.

ARTICLE 2
ARRANGEMENT

2.1 **Arrangement**. The parties agree to effect the Arrangement pursuant to the Arrangement Provisions on the terms and subject to the conditions contained in this Agreement and the Plan of Arrangement.

2.2 **Effective Date of Arrangement**. The Arrangement shall become effective on the Effective Date as set out in the Plan of Arrangement.

2.3 **Commitment to Effect**. Subject to termination of this Agreement pursuant to Article 6 hereof, the parties shall each use all commercially reasonable efforts and do all things reasonably required to cause the Plan of Arrangement to become effective by no later than December 31, 2022, or by such other date as Ares and Enyo may determine, and in conjunction therewith to cause the conditions described in Section 5.1 to be complied with prior to the Effective Date. Without limiting the generality of the foregoing, the parties shall proceed forthwith to apply for the Interim Order and Ares shall call the Ares Meeting and mail the Information Circular to the Ares Shareholders.

2.4 **Filing of Final Order**. Subject to the rights of termination contained in Article 6 hereof, upon the Ares Shareholders approving the Arrangement Resolution in accordance with the provisions of the Interim Order and the OBCA, Ares obtaining the Final Order and the other conditions contained in Article 5 hereof being complied with or waived, Ares on its behalf and on behalf of Enyo shall file with the Director:

(a) the records and information required by the Director pursuant to the Arrangement Provisions; and

(b) a copy of the Final Order.

2.5 **U.S. Securities Law Matters**. The parties agree that the Arrangement will be carried out with the intention that the New Ares Shares and Enyo Shares, the Ares Replacement Options and Enyo Options and the modified Ares Warrants delivered or deemed to be delivered upon completion of the Arrangement to Ares Shareholders, holders of Ares Options and holders of Ares Warrants will be issued by Ares and Enyo in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) thereof. In order to ensure the availability of the exemption under Section 3(a)(10) of the U.S. Securities Act, the parties agree that the Arrangement will be carried out on the following basis:

(a) the Arrangement will be subject to the approval of the Court and the Court will hold a hearing approving the fairness of the terms and conditions of the Arrangement;

(b) prior to the hearing required to approve the Arrangement, the Court will be advised as to the intention of the Parties to rely on the exemption under Section 3(a)(10) of the U.S. Securities Act;

(c) the Court will be required to satisfy itself as to the substantive and procedural fairness of the terms and conditions of the Arrangement to the Ares Shareholders, holders of Ares Options and holders of Ares Warrants subject to the Arrangement;

(d) Ares will ensure that each Ares Shareholder, holder of Ares Options and holder of Ares Warrants entitled to receive New Ares Shares and Enyo Shares, Ares Replacement Options and Enyo Options or modified Ares Warrants on completion of the Arrangement will be given adequate notice advising them of their right to attend the hearing of the Court to give approval of the Arrangement and providing them with sufficient information necessary for them to exercise that right;

(e) the Ares Shareholders, holders of Ares Options and holders of Ares Warrants entitled to receive such securities on completion of the Arrangement will be advised that such securities issued in the Arrangement have not been registered under the U.S. Securities Act and will be issued in reliance on the exemption under Section 3(a)(10) of the U.S. Securities Act;

(f) the Final Order approving the Arrangement that is obtained from the Court will expressly state that the terms and conditions of the Arrangement is approved by the Court as being fair, substantively and procedurally, to the Ares Shareholders, holders of Ares Options and holders of Ares Warrants;

(g) the Interim Order approving the Ares Meeting will specify that each Ares Shareholder will have the right to appear before the Court at the hearing of the Court to give approval of the Arrangement so long as the Ares Shareholder, holder of Ares Options or holder of Ares Warrants enters an appearance within a reasonable time and in accordance with the requirements of Section 3(a)(10) under the U.S. Securities Act; and

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

> "This Order will serve as a basis of a claim to an exemption, pursuant to Section 3(a)(10) of the United States Securities Act of 1933, as amended, from the registration requirements otherwise imposed by that Act, regarding the issuance or deemed issuance of New Ares Shares and Enyo Shares, Ares Replacement Options and Enyo Options and modified Ares Warrants pursuant to the Plan of Arrangement."

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 **Representations and Warranties**. Each of the parties hereby represents and warrants to the other party that:

(a) it is a corporation duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation, and has full capacity and authority to enter into this Agreement and to perform its covenants and obligations hereunder;

(b) it has taken all corporate actions necessary to authorize the execution and delivery of this Agreement and to consummate the transactions contemplated herein and this Agreement has been duly executed and delivered by it;

(c) neither the execution and delivery of this Agreement nor the performance of any of its covenants and obligations hereunder will constitute a material default under, or be in any material contravention or breach of (i) any provision of its Constating Documents or other governing

corporate documents, (ii) any judgment, decree, order, law, statute, rule or regulation applicable to it, or (iii) any agreement or instrument to which it is a party or by which it is bound; and

(d) no dissolution, winding up, bankruptcy, liquidation or similar proceedings has been commenced or are pending or proposed in respect of it.

ARTICLE 4
COVENANTS

4.1 **Covenants**. Each of the parties covenants with the other that it will do and perform all such acts and things, and execute and deliver all such agreements, assurances, notices and other documents and instruments, as may reasonably be required to facilitate the carrying out of the intent and purpose of this Agreement.

4.2 **Interim Order and Final Order**. The parties acknowledge that Ares will apply to and obtain from the Court, pursuant to the Arrangement Provisions, the Interim Order providing for, among other things, the calling and holding of the Ares Meeting for the purpose of considering and, if deemed advisable, approving and adopting the Arrangement Resolution. The parties each covenant and agree that if the approval of the Arrangement by the Ares Shareholders as set out in Section 5.1(b) hereof is obtained, Ares will thereafter (subject to the exercise of any discretionary authority granted to Ares's directors) take the necessary actions to submit the Arrangement to the Court for approval and apply for the Final Order and, subject to compliance with any of the other conditions provided for in Article 5 hereof and to the rights of termination contained in Article 6 hereof, file the material described in Section 2.4 with the Director.

4.3 **Enyo Equity Incentive Plan**. In connection with, but prior to, the Arrangement, Enyo shall adopt the Enyo Equity Incentive Plan.

4.4 **Ares Options**. The parties acknowledge that pursuant to the Arrangement, each Ares Option then outstanding to acquire one Ares Share shall be transferred and exchanged for:

(a) one Ares Replacement Option to acquire one New Ares Share having an exercise price equal to the product of the original exercise price of the Ares Option multiplied by the fair market value of a New Ares Share at the Effective Time divided by the total of the fair market value of a New Ares Share and the fair market value of 0.1 of an Enyo Share at the Effective Time; and

(b) one Enyo Option to acquire 0.1 of an Enyo Share, each whole Enyo Option having an exercise price equal to the product of the original exercise price of the Ares Option multiplied by the fair market value of 0.1 of an Enyo Share at the Effective Time divided by the total of the fair market value of one New Ares Share and 0.1 of an Enyo Share at the Effective Time,

provided that the aforesaid exercise prices shall be adjusted to the extent, if any, required to ensure that the aggregate In the Money Amount of the Ares Replacement Option and the Enyo Option immediately after the exchange does not exceed the In the Money Amount immediately before the exchange of the Ares Option so exchanged. It is intended that subsection 7(1.4) of the Tax Act apply to the exchange of Ares Options, and Enyo agrees to promptly issue Enyo Shares upon the due exercise of Enyo Options.

4.5 **Ares Warrants**. The parties acknowledge that, from and after the Effective Date, all Ares Warrants shall entitle the holder to receive, upon due exercise of the Ares Warrant, for the original exercise price:

(a) one New Ares Share for each Ares Share that was issuable upon due exercise of the Ares Warrant immediately prior to the Effective Time; and

(b) 0.1 of an Enyo Share for each Ares Share that was issuable upon due exercise of the Ares Warrant immediately prior to the Effective Time;

and Enyo hereby covenants that it shall forthwith upon receipt of written notice from Ares from time to time issue, as directed by Ares, that number of Enyo Shares as may be required to satisfy the foregoing.

Ares shall, as agent for Enyo, collect and pay to Enyo an amount for each 0.1 of an Enyo Share so issued that is equal to the exercise price under the Ares Warrant multiplied by the fair market value of 0.1 of an Enyo Share at the Effective Time divided by the total of the fair market value of one New Ares Share and 0.1 of an Enyo Share at the Effective Time.

4.6 **Fair Market Value**. For the purposes of Sections 4.4 and 4.5 and Section 3.1 of the Plan of Arrangement, fair market value of the New Ares Shares and the Enyo Shares shall be determined by the Ares Board, acting in good faith.

4.7 **Issuance of Enyo Spinout Shares to Ares**. Prior to the Effective Time, Enyo shall have issued the Enyo Spinout Shares to Ares to complete the acquisition of the Liard Property, the Vanadium Ridge Property and certain related assets.

ARTICLE 5
CONDITIONS

5.1 **Conditions Precedent**. The respective obligations of the parties to complete the transactions contemplated by this Agreement shall be subject to the satisfaction of the following conditions:

(a) the Interim Order shall have been granted in form and substance satisfactory to Ares;

(b) the Arrangement Resolution, with or without amendment, shall have been approved by the required number of votes cast by Ares Shareholders at the Ares Meeting in accordance with the Interim Order;

(c) the Arrangement and this Agreement, with or without amendment, shall have been approved by the shareholder of Enyo, to the extent required by, and in accordance with the applicable Laws and the constating documents of Enyo;

(d) the Final Order shall have been obtained in form and substance satisfactory to each of Ares and Enyo;

(e) the CSE shall have conditionally approved the Arrangement to the extent required, including the listing of the New Ares Shares issuable under the Arrangement in substitution for the Ares Class A Shares and the delisting of the Ares Class A Shares, as of the Effective Date, subject to compliance with the requirements of the CSE;

(f) all other consents, orders, regulations and approvals, including regulatory and judicial approvals and orders required or necessary or desirable for the completion of the transactions provided for in this Agreement and the Plan of Arrangement shall have been obtained or received from the Persons, authorities or bodies having jurisdiction in the circumstances each in form acceptable to Ares and Enyo;

(g) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement and the Plan of Arrangement;

(h) no law, regulation or policy shall have been proposed, enacted, promulgated or applied which interferes or is inconsistent with the completion of the Arrangement and Plan of Arrangement, including any material change to the income tax laws of Canada, which would reasonably be

expected to have a material adverse effect on any of Ares, the Ares Shareholders or Enyo if the Arrangement is completed;

(i) notices of dissent pursuant to Article 5 of the Plan of Arrangement shall not have been delivered by Ares Shareholders holding greater than 5% of the outstanding Ares Shares; and

(j) this Agreement shall not have been terminated under Article 6 hereof.

Except for the conditions set forth in Sections 5.1(a), (b), (d), (e), (f), (g), (h) and (i), which may not be waived, any of the other conditions in this Section 5.1 may be waived by either Ares or Enyo at its discretion.

5.2 **Pre-Closing**. Unless this Agreement is terminated earlier pursuant to the provisions hereof, the parties shall meet at the offices of Clark Wilson LLP, Suite 900 - 885 West Georgia Street, Vancouver, British Columbia V6C 3H1, at 9:00 a.m. on the Business Day immediately preceding the Effective Date, or at such other location or at such other time or on such other date as they may mutually agree, and each of them shall deliver to the other of them:

(a) the documents required to be delivered by it hereunder to complete the transactions contemplated hereby, provided that each such document required to be dated the Effective Date shall be dated as of, or become effective on, the Effective Date and shall be held in escrow to be released upon the occurrence of the Effective Date; and

(b) written confirmation as to the satisfaction or waiver by it of the conditions in its favour contained in this Agreement.

5.3 **Merger of Conditions**. The conditions set out in Section 5.1 hereof shall be conclusively deemed to have been satisfied, waived or released upon the occurrence of the Effective Date.

5.4 **Merger of Representations, Warranties and Covenants**. The representations and warranties in Section 3.1 shall be conclusively deemed to be correct as of the Effective Date and the covenants in Section 4.1 hereof shall be conclusively deemed to have been complied with in all respects as of the Effective Date, and each shall accordingly merge in and not survive the effectiveness of the Arrangement.

ARTICLE 6
AMENDMENT AND TERMINATION

6.1 **Amendment**. Subject to any mandatory applicable restrictions under the Arrangement Provisions or the Final Order, this Agreement, including the Plan of Arrangement, may at any time and from time to time before or after the holding of the Ares Meeting, but prior to the Effective Date, be amended by the written agreement of the parties hereto without, subject to applicable law, further notice to or authorization on the part of the Ares Shareholders.

6.2 **Termination**. Subject to Section 6.3, this Agreement may at any time before or after the holding of the Ares Meeting, and before or after the granting of the Final Order, but in each case prior to the Effective Date, be terminated by direction of the Ares Board without further action on the part of the Ares Shareholders and nothing expressed or implied herein or in the Plan of Arrangement shall be construed as fettering the absolute discretion by the Ares Board to elect to terminate this Agreement and discontinue efforts to effect the Arrangement for whatever reasons it may consider appropriate.

6.3 **Cessation of Right**. The right of Ares or Enyo or any other party to amend or terminate the Plan of Arrangement pursuant to Section 6.1 and Section 6.2 shall be extinguished upon the occurrence of the Effective Date.

ARTICLE 7
GENERAL

7.1 **Notices**. All notices which may or are required to be given pursuant to any provision of this Agreement shall be given or made in writing and shall be delivered or sent by facsimile or email, addressed as follows:

(a) in the case of Ares or Enyo:

1001 – 409 Granville Street
Vancouver, British Columbia
V6C 1T2

Attention: James Walker
Email: jwalker@aresmining.com
Facsimile: 604.345.1576

(b) in each case with a copy to:

Clark Wilson LLP
900 - 885 West Georgia Street
Vancouver, British Columbia
V6C 3H1

Attention: Cam McTavish
Email: cmctavish@cwilson.com
Facsimile: 604.891.7731

7.2 **Assignment**. Neither of the parties may assign its rights or obligations under this Agreement or the Arrangement without the prior written consent of the other.

7.3 **Binding Effect**. This Agreement and the Arrangement shall be binding upon and shall enure to the benefit of the parties and their respective successors and permitted assigns.

7.4 **Waiver**. Any waiver or release of the provisions of this Agreement, to be effective, must be in writing and executed by the party granting such waiver or release.

7.5 **Governing Law**. This Agreement shall be governed by and be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

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

7.7 **Expenses**. All expenses incurred by a party in connection with this Agreement, the Arrangement and the transactions contemplated hereby and thereby shall be borne by Ares or as otherwise mutually agreed by the parties.

7.8 **Entire Agreement**. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties.

7.9 **Time of Essence**. Time is of the essence of this Agreement.

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

ARES STRATEGIC MINING INC.

Per: _____
Authorized Signatory

ENYO STRATEGIC MINING INC.

Per: _____
Authorized Signatory

EXHIBIT I

TO THE ARRANGEMENT AGREEMENT
DATED AS OF THE ♦ DAY OF SEPTEMBER, 2022 BETWEEN
ARES STRATEGIC MINING INC. AND
ENYO STRATEGIC MINING INC.

PLAN OF ARRANGEMENT
UNDER SECTION 182 OF
THE BUSINESS CORPORATIONS ACT (ONTARIO)

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 **Definitions**. In this plan of arrangement, unless there is something in the subject matter or context inconsistent therewith, the following capitalized words and terms shall have the following meanings:

(a) "**Ares**" means Ares Strategic Mining Inc., a corporation incorporated pursuant to the laws of the Province of Ontario;

(b) "**Ares Board**" means the board of directors of Ares;

(c) "**Ares Class A Shares**" means the renamed and redesignated Ares Shares as described in §3.1(b)(i) of this Plan of Arrangement;

(d) "**Ares Meeting**" means the annual and special meeting of the Ares Shareholders and any adjournments thereof to be held to, among other things, consider and, if deemed advisable, approve the Arrangement;

(e) "**Ares Optionholders**" means the holders of Ares Options on the Effective Date;

(f) "**Ares Options**" means options to acquire Ares Shares, including options under the terms of which are deemed exercisable for Ares Shares, that are outstanding immediately prior to the Effective Time;

(g) "**Ares Replacement Option**" means an option to acquire a New Ares Share to be issued by Ares to a holder of a Ares Option pursuant to §3.1(c) of this Plan of Arrangement;

(h) "**Ares Shareholder**" means a holder of Ares Shares;

(i) "**Ares Shares**" means the common shares without par value which Ares is authorized to issue as the same are constituted on the date hereof;

(j) "**Ares Warrantholders**" means the holders of Ares Warrants on the Effective Date;

(k) "**Ares Warrants**" means the share purchase warrants of Ares exercisable to acquire Ares Shares, including warrants under the terms of which are deemed exercisable for Ares Shares, that are outstanding immediately prior to the Effective Time;

(l) "**Arrangement**" means the arrangement pursuant to the Arrangement Provisions as contemplated by the provisions of the Arrangement Agreement and this Plan of Arrangement;

(m) "**Arrangement Agreement**" means the arrangement agreement dated as of ♦, 2022 between Ares and Enyo, as may be supplemented or amended from time to time;

(n) "**Arrangement Provisions**" means Section 182 of the OBCA;

(o) "**Arrangement Resolution**" means the special resolution of the Ares Shareholders to approve the Arrangement, as required by the Interim Order and the OBCA, in the form attached as Schedule "A" hereto;

(p) "**BCBCA**" means the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended;

(q) "**Business Day**" means a day which is not a Saturday, Sunday or statutory holiday in Toronto, Ontario;

(r) **"Certificate of Arrangement"** means the certificate to be endorsed by the Director pursuant to Section 183(2) of the OBCA giving effect to the Arrangement;

(s) "**Court**" means the Ontario Superior Court of Justice;

(t) "**Depositary**" means TSX Trust Company, or such other depositary as Ares may determine;

(u) **"Director"** means the Director appointed under Section 278 of the OBCA;

(v) "**Dissent Procedures**" means the rules pertaining to the exercise of Dissent Rights as set forth in Section 185 of the OBCA and Article 5 of this Plan of Arrangement;

(w) "**Dissent Rights**" means the right of a registered Ares Shareholder to dissent from the Arrangement Resolution in accordance with the provisions of the OBCA, as modified by the Interim Order, and to be paid the fair value of the Ares Shares in respect of which the holder dissents;

(x) "**Dissenting Share**" has the meaning given in §3.1(a) of this Plan of Arrangement;

(y) "**Dissenting Shareholder**" means a registered holder of Ares Shares who dissents in respect of the Arrangement in strict compliance with the Dissent Procedures and who has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights;

(z) "**Effective Date**" means the date that the Arrangement is effective under the OBCA as endorsed by the Certificate of Arrangement;

(aa) "**Effective Time**" means 12:01 a.m. (Toronto time) on the Effective Date as endorsed by the Certificate of Arrangement;

(bb) "**Enyo**" means Enyo Strategic Mining Inc., a corporation incorporated pursuant to the laws of the Province of British Columbia;

(cc) "**Enyo Board**" means the board of directors of Enyo;

(dd) "**Enyo Incorporation Share**" means the one Enyo Share held by Ares that was issued to Ares on the incorporation of Enyo;

(ee) "**Enyo Options**" means share purchase options issued pursuant to the Enyo Equity Incentive Plan, including the Enyo Options pursuant to §3.1(c) of this Plan of Arrangement;

(ff) "**Enyo Shares**" means the common shares without par value which Enyo is authorized to issue as the same are constituted on the date hereof;

(gg) "**Enyo Shareholder**" means a holder of Enyo Shares;

(hh) "**Enyo Spinout Shares**" means the 13,600,000 Enyo Shares (or such other amount determined by the Enyo Board) issued or to be issued to Ares prior to the Effective Time to complete the acquisition of the Liard Property, the Vanadium Ridge Property and certain related assets, such shares to be distributed to the Ares Shareholders pursuant to this Plan of Arrangement;

(ii) "**Enyo Equity Incentive Plan**" means the equity incentive plan to be adopted by Enyo pursuant to the Arrangement Agreement, in substantially similar terms as the equity incentive plan in respect of Ares and may otherwise be modified, amended or restated as more particularly described in the Information Circular;

(jj) "**Final Order**" means the final order of the Court approving the Arrangement;

(kk) "**In the Money Amount**" at a particular time with respect to an Ares Option, Ares Replacement Option or Enyo Option means the amount, if any, by which the fair market value of the underlying security exceeds the exercise price of the relevant option at such time;

(ll) "**Information Circular**" means the management information circular of Ares, including all schedules thereto, to be sent to the Ares Shareholders in connection with the Ares Meeting, together with any amendments or supplements thereto;

(mm) "**Interim Order**" means the interim order of the Court providing advice and directions in connection with the Ares Meeting and the Arrangement;

(nn) "**Letter of Transmittal**" means the letter of transmittal in respect of the Arrangement to be sent to Ares Shareholders together with the Information Circular;

(oo) "**Liard Property**" means the eighteen (18) mineral claims owned or to be owned as to 100% by Enyo, located in north-central British Columbia and known as the Liard fluorspar property;

(pp) "**New Ares Shares**" means a new class of voting common shares without par value which Ares will create and issue as described in §3.1(b)(ii) of this Plan of Arrangement and for which the Ares Class A Shares are, in part, to be exchanged under this Plan of Arrangement and which, immediately after completion of the transactions comprising this Plan of Arrangement, will be identical in every relevant respect to the Ares Shares;

(qq) "**OBCA**" means the *Business Corporations Act*, R.S.O. 1990, c. B.16, as amended;

(rr) "**Plan of Arrangement**" means this plan of arrangement, as the same may be amended from time to time;

(ss) "**Share Distribution Record Date**" means the close of business on the Business Day immediately preceding the Effective Date for the purpose of determining the Ares Shareholders entitled to receive New Ares Shares and Enyo Shares pursuant to this Plan of Arrangement or such other date as the Ares Board may select;

(tt) "**Tax Act**" means the Income Tax Act (Canada), R.S.C. 1985 (5th Supp.) c.1, as amended;

(uu) "**Vanadium Ridge Property**" means the twenty (20) mineral claims owned or to be owned as to 50% by Enyo located near Barriere, British Columbia and known as the Vanadium Ridge property, and for greater certainty, does not include the remaining 50% ownership interest in such claims, which are owned by a third party; and

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

1.2 **Interpretation Not Affected by Headings**. The division of this Plan of Arrangement into articles, sections, subsections, paragraphs and subparagraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement. Unless otherwise specifically indicated, the terms "this Plan of Arrangement", "hereof", "herein", "hereunder" and similar expressions refer to this Plan of Arrangement as a whole and not to any particular article, section, subsection, paragraph or subparagraph and include any agreement or instrument supplementary or ancillary hereto.

1.3 **Number and Gender**. Unless the context otherwise requires, words importing the singular number only shall include the plural and vice versa, words importing the use of either gender shall include both genders and neuter and words importing persons shall include firms and corporations.

1.4 **Meaning**. Words and phrases used herein and defined in the OBCA or the BCBCA, as the case may be, shall have the same meaning herein as in the OBCA or the BCBCA, as applicable, unless the context otherwise requires.

1.5 **Date for any Action**. If any date on which any action is required to be taken under this Plan of Arrangement is not a Business Day, such action shall be required to be taken on the next succeeding Business Day.

1.6 **Governing Law**. This Plan of Arrangement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

ARTICLE 2
ARRANGEMENT AGREEMENT

2.1 **Arrangement Agreement**. This Plan of Arrangement is made pursuant and subject to the provisions of the Arrangement Agreement.

2.2 **Arrangement Effectiveness**. The Arrangement and this Plan of Arrangement shall become final and conclusively binding on Ares, Enyo, the Ares Shareholders (including Dissenting Shareholders), Ares Optionholders, Ares Warrantholders and Enyo Shareholders at the Effective Time without any further act or formality as required on the part of any person, except as expressly provided herein.

ARTICLE 3
THE ARRANGEMENT

3.1 **The Arrangement**. Commencing at the Effective Time, the following shall occur and be deemed to occur in the following chronological order without further act or formality notwithstanding anything contained in the provisions attaching to any of the securities of Ares or Enyo, but subject to the provisions of Article 5:

(a) each Ares Share outstanding in respect of which a Dissenting Shareholder has validly exercised his, her or its Dissent Rights (each, a "**Dissenting Share**") shall be directly transferred and assigned by such Dissenting Shareholder to Ares, without any further act or formality and free and clear of any liens, charges and encumbrances of any nature whatsoever, and will be cancelled and cease to be outstanding and such Dissenting Shareholders will cease to have any rights as Ares Shareholders other than the right to be paid the fair value for their Ares Shares by Ares;

(b) the authorized share structure of Ares shall be altered by:

(i) renaming and redesignating all of the issued and unissued Ares Shares as "Class A common shares without par value" and amending the special rights and restrictions attached to those shares to provide the holders thereof with two votes in respect of each share held, being the "Ares Class A Shares"; and

(ii) creating a new class consisting of an unlimited number of "common shares without par value" with terms and special rights and restrictions identical to those of the Ares Shares immediately prior to the Effective Time, being the "New Ares Shares";

(c) each Ares Option then outstanding to acquire one Ares Share shall be transferred and exchanged for:

(i) one Ares Replacement Option to acquire one New Ares Share having an exercise price equal to the product of the original exercise price of the Ares Option multiplied by the fair market value of a New Ares Share at the Effective Time divided by the total of the fair market value of a New Ares Share and the fair market value of 0.1 of an Enyo Share at the Effective Time; and

(ii) one Enyo Option to acquire 0.1 of an Enyo Share, each whole Enyo Option having an exercise price equal to the product of the original exercise price of the Ares Option multiplied by the fair market value of 0.1 of an Enyo Share at the Effective Time divided by the total of the fair market value of one New Ares Share and 0.1 of an Enyo Share at the Effective Time,

provided that the aforesaid exercise prices shall be adjusted to the extent, if any, required to ensure that the aggregate In the Money Amount of the Ares Replacement Option and the Enyo Option immediately after the exchange does not exceed the In the Money Amount immediately before the exchange of the Ares Option so exchanged. It is intended that subsection 7(1.4) of the Tax Act apply to the exchange of Ares Options;

(d) each Ares Warrant then outstanding shall be deemed to be amended to entitle the Ares Warrantholder to receive, upon due exercise of the Ares Warrant, for the original exercise price:

(i) one New Ares Share for each Ares Share that was issuable upon due exercise of the Ares Warrant immediately prior to the Effective Time; and

(ii) 0.1 of an Enyo Share for each Ares Share that was issuable upon due exercise of the Ares Warrant immediately prior to the Effective Time;

(e) each issued and outstanding Ares Class A Share outstanding on the Share Distribution Record Date shall be exchanged for: (i) one New Ares Share; and (ii) 0.1 of a Enyo Spinout Share, the holders of the Ares Class A Shares will be removed from the central securities register of Ares as the holders of such and will be added to the central securities register of Ares as the holders of the number of New Ares Shares that they have received on the exchange set forth in this §3.1(e), and the Enyo Spinout Shares transferred to the then holders of the Ares Class A Shares will be registered in the name of the former holders of the Ares Class A Shares and Ares will provide Enyo and its registrar and transfer agent notice to make the appropriate entries in the central securities register of Enyo;

(f) the Ares Class A Shares, none of which will be issued or outstanding once the exchange in §3.1(e) is completed, will be cancelled and the appropriate entries made in the central securities register of Ares and the authorized share structure of Ares will be amended by eliminating the Ares Class

A Shares, and the aggregate paid-up capital (as that term is used for purposes of the Tax Act) of the New Ares Shares will be equal to that of the Ares Shares immediately prior to the Effective Time less the fair market value of the Enyo Spinout Shares distributed pursuant to §3.1(e); and

(g) the Enyo Incorporation Share issued to Ares on incorporation shall be cancelled for no consideration and as a result thereof:

(i) Ares shall cease to be, and shall be deemed to have ceased to be, the holder of the Enyo Incorporation Share and to have any rights as a holder of the Enyo Incorporation Share; and

(ii) Ares shall be removed as the holder of the Enyo Incorporation Share from the register of Enyo Shares maintained by or on behalf of Enyo.

3.2 **No Fractional Shares or Options**. Notwithstanding any other provision of this Arrangement, no fractional Enyo Shares shall be distributed to the Ares Shareholders and no fractional Enyo Options shall be distributed to the holders of Ares Options, and, as a result, all fractional amounts arising under this Plan of Arrangement shall be rounded down to the next whole number without any compensation therefor. Any Enyo Shares not distributed as a result of so rounding down shall be cancelled by Enyo.

3.3 **Share Distribution Record Date**. In §3.1(e) the reference to a holder of an Ares Class A Share shall mean a person who is an Ares Shareholder on the Share Distribution Record Date, subject to the provisions of Article 5.

3.4 **Deemed Time for Redemption**. The exchanges, cancellations and steps provided for in this Plan of Arrangement shall be deemed to occur on the Effective Date, notwithstanding that certain of the procedures related thereto are not completed until after the Effective Time.

3.5 **Deemed Fully Paid and Non-Assessable Shares**. All New Ares Shares, Ares Class A Shares and Enyo Shares issued pursuant hereto shall be deemed to be validly issued and outstanding as fully paid and non-assessable shares for all purposes of the OBCA and the BCBCA, as applicable.

3.6 **Supplementary Actions**. Notwithstanding that the transactions and events set out in §3.1 shall occur and shall be deemed to occur in the chronological order therein set out without any act or formality, each of Ares and Enyo shall be required to make, do and execute or cause and procure to be made, done and executed all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may be required to give effect to, or further document or evidence, any of the transactions or events set out in §3.1, including, without limitation, any resolutions of directors authorizing the issue, transfer or redemption of shares, any share transfer powers evidencing the transfer of shares and any receipt therefor, any necessary additions to or deletions from share registers, and agreements for stock options.

3.7 **Withholding**. Each of Ares, Enyo and the Depositary shall be entitled to deduct and withhold from any cash payment or any issue, transfer or distribution of New Ares Shares, Enyo Shares, Ares Replacement Options or Enyo Options made pursuant to this Plan of Arrangement such amounts as may be required to be deducted and withheld pursuant to the Tax Act or any other applicable law, and any amount so deducted and withheld will be deemed for all purposes of this Plan of Arrangement to be paid, issued, transferred or distributed to the person entitled thereto under the Plan of Arrangement. Without limiting the generality of the foregoing, any New Ares Shares or Enyo Shares so deducted and withheld may be sold on behalf of the person entitled to receive them for the purpose of generating cash proceeds, net of brokerage fees and other reasonable expenses, sufficient to satisfy all remittance obligations relating to the required deduction and withholding, and any cash remaining after such remittance shall be paid to the person forthwith.

3.8 **No Liens**. Any exchange or transfer of securities pursuant to this Plan of Arrangement shall be free and clear of any liens, restrictions, adverse claims or other claims of third parties of any kind.

3.9 **U.S. Securities Law Matters**. The Court is advised that the Arrangement will be carried out with the intention that all securities issued on completion of the Arrangement will be issued in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) of the U.S. Securities Act.

ARTICLE 4
CERTIFICATES

4.1 **Ares Class A Shares**. Recognizing that the Ares Shares shall be renamed and redesignated as Ares Class A Shares pursuant to §3.1(b)(i) and that the Ares Class A Shares shall be exchanged partially for New Ares Shares pursuant to §3.1(e), Ares shall not issue replacement share certificates representing the Ares Class A Shares.

4.2 **Enyo Share Certificates**. As soon as practicable following the Effective Date, Ares or Enyo shall deliver or cause to be delivered to the Depositary certificates representing the Enyo Shares required to be distributed to registered holders of Ares Shares as at immediately prior to the Effective Time in accordance with the provisions of §3.1(e) of this Plan of Arrangement, which certificates shall be held by the Depositary as agent and nominee for such holders for distribution thereto in accordance with the provisions of §6.1 hereof.

4.3 **New Ares Share Certificates**. As soon as practicable following the Effective Date, Ares shall deliver or cause to be delivered to the Depositary certificates representing the New Ares Shares required to be issued to registered holders of Ares Shares as at immediately prior to the Effective Time in accordance with the provisions of §3.1(e) of this Plan of Arrangement, which certificates shall be held by the Depositary as agent and nominee for such holders for distribution thereto in accordance with the provisions of §6.1 hereof.

4.4 **Interim Period**. Any Ares Shares traded after the Share Distribution Record Date will represent New Ares Shares as of the Effective Date and shall not carry any rights to receive Enyo Shares.

4.5 **Stock Option Agreements**. The stock option agreements for the Ares Options shall be deemed to be amended by Ares to reflect the adjusted exercise price of, and the replacement of the underlying security under, the Ares Replacement Options, and Enyo shall enter into stock option agreements for the Enyo Options issued pursuant to §3.1(c) of this Plan of Arrangement.

ARTICLE 5
RIGHTS OF DISSENT

5.1 **Dissent Right**. Registered holders of Ares Shares may exercise Dissent Rights with respect to their Ares Shares in connection with the Arrangement pursuant to the Interim Order and in the manner set forth in the Dissent Procedures, as they may be amended by the Interim Order, Final Order or any other order of the Court, and provided that such dissenting Shareholder delivers a written notice of dissent to Ares at least two Business Days before the day of the Ares Meeting or any adjournment or postponement thereof.

5.2 **Dealing with Dissenting Shares**. Ares Shareholders who duly exercise Dissent Rights with respect to their Dissenting Shares and who:

(a) are ultimately entitled to be paid fair value for their Dissenting Shares by Ares shall be deemed to have transferred their Dissenting Shares to Ares for cancellation as of the Effective Time pursuant to §3.1(a); or

(b) for any reason are ultimately not entitled to be paid for their Dissenting Shares, shall be deemed to have participated in the Arrangement on the same basis as a non-dissenting Ares Shareholder

and shall receive New Ares Shares and Enyo Shares on the same basis as every other non-dissenting Ares Shareholder;

but in no case shall Ares be required to recognize such persons as holding Ares Shares on or after the Effective Date.

5.3 **Reservation of Enyo Shares**. If an Ares Shareholder exercises Dissent Rights, Ares shall, on the Effective Date, set aside and not distribute that portion of the Enyo Shares which is attributable to the Ares Shares for which Dissent Rights have been exercised. If the dissenting Ares Shareholder is ultimately not entitled to be paid for their Dissenting Shares, Ares shall distribute to such Ares Shareholder his or her pro rata portion of the Enyo Shares. If an Ares Shareholder duly complies with the Dissent Procedures and is ultimately entitled to be paid for their Dissenting Shares, then Ares shall retain the portion of the Enyo Shares attributable to such Ares Shareholder and such shares will be dealt with as determined by the Ares Board in its discretion.

ARTICLE 6
DELIVERY OF SHARES

6.1 **Delivery of Shares**.

(a) Upon surrender to the Depositary for cancellation of a certificate that immediately before the Effective Time represented one or more outstanding Ares Shares, together with a duly completed and executed Letter of Transmittal and such additional documents and instruments as the Depositary may reasonably require, the holder of such surrendered certificate will be entitled to receive in exchange therefor, and the Depositary shall deliver to such holder following the Effective Time, a certificate representing the New Ares Shares and a certificate representing the Enyo Shares that such holder is entitled to receive in accordance with §3.1 hereof.

(b) After the Effective Time and until surrendered for cancellation as contemplated by §6.1(a) hereof, each certificate that immediately prior to the Effective time represented one or more Ares Shares shall be deemed at all times to represent only the right to receive in exchange therefor a certificate representing the New Ares Shares and a certificate representing the Enyo Shares that such holder is entitled to receive in accordance with §3.1 hereof.

6.2 **Lost Certificates**. If any certificate that immediately prior to the Effective Time represented one or more outstanding Ares Shares that were exchanged for New Ares Shares and Enyo Shares in accordance with §3.1 hereof, shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the holder claiming such certificate to be lost, stolen or destroyed, the Depositary shall deliver in exchange for such lost, stolen or destroyed certificate, the New Ares Shares and Enyo Shares that such holder is entitled to receive in accordance with §3.1 hereof. When authorizing such delivery of New Ares Shares and Enyo Shares that such holder is entitled to receive in exchange for such lost, stolen or destroyed certificate, the holder to whom such securities are to be delivered shall, as a condition precedent to the delivery of such New Ares Shares and Enyo Shares give a bond satisfactory to Ares, Enyo and the Depositary in such amount as Ares, Enyo and the Depositary may direct, or otherwise indemnify Ares, Enyo and the Depositary in a manner satisfactory to Ares, Enyo and the Depositary, against any claim that may be made against Ares, Enyo or the Depositary with respect to the certificate alleged to have been lost, stolen or destroyed and shall otherwise take such actions as may be required by the articles of Ares.

6.3 **Distributions with Respect to Unsurrendered Certificates**. No dividend or other distribution declared or made after the Effective Time with respect to New Ares Shares or Enyo Shares with a record date after the Effective Time shall be delivered to the holder of any unsurrendered certificate that, immediately prior to the Effective Time, represented outstanding Ares Shares unless and until the holder of such certificate shall have complied with the provisions of §6.1 or §6.2 hereof. Subject to applicable law and to §3.7 hereof, at the time of such compliance, there shall, in addition to the delivery of the New Ares Shares and Enyo Shares to which such holder is thereby entitled, be delivered to such holder, without interest, the amount of the dividend or other distribution with

a record date after the Effective Time theretofore paid with respect to such New Ares Shares and/or Enyo Shares, as applicable.

6.4 **Limitation and Proscription**. To the extent that a former Ares Shareholder shall not have complied with the provisions of §6.1 or §6.2 hereof, as applicable, on or before the date that is six (6) years after the Effective Date (the "**Final Proscription Date**"), then the New Ares Shares and Enyo Shares that such former Ares Shareholder was entitled to receive shall be automatically cancelled without any repayment of capital in respect thereof and the New Ares Shares and Enyo Shares to which such Ares Shareholder was entitled, shall be delivered to Enyo (in the case of the Enyo Shares) or Ares (in the case of the New Ares Shares) by the Depositary and certificates representing such New Ares Shares and Enyo Shares shall be cancelled by Ares and Enyo, as applicable, and the interest of the former Ares Shareholder in such New Ares Shares and Enyo Shares or to which it was entitled shall be terminated as of such Final Proscription Date.

6.5 **Paramountcy**. From and after the Effective Time: (i) this Plan of Arrangement shall take precedence and priority over any and all Ares Shares, Ares Options or Ares Warrants issued prior to the Effective Time; and (ii) the rights and obligations of the registered holders of Ares Shares, Ares Options, Ares Warrants, Enyo, the Depositary and any transfer agent or other depositary therefor, shall be solely as provided for in this Plan of Arrangement.

ARTICLE 7
AMENDMENTS & WITHDRAWAL

7.1 **Amendments**. Ares, in its sole discretion, reserves the right to amend, modify and/or supplement this Plan of Arrangement from time to time at any time prior to the Effective Time provided that any such amendment, modification or supplement must be contained in a written document that is filed with the Court and, if made following the Ares Meeting, approved by the Court.

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

7.3 **Amendments Made After the Ares Meeting**. Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Ares after the Ares Meeting but prior to the Effective Time and any such amendment, modification or supplement which is approved by the Court following the Ares Meeting shall be effective and shall become part of the Plan of Arrangement for all purposes. Notwithstanding the foregoing, any amendment, modification or supplement to this Plan of Arrangement may be made following the granting of the Final Order unilaterally by Ares, provided that it concerns a matter which, in the reasonable opinion of Ares, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of any holder of New Ares Shares or Enyo Shares.

7.4 **Withdrawal**. Notwithstanding any prior approvals by the Court or by Ares Shareholders, the Ares Board may decide not to proceed with the Arrangement and to revoke the Arrangement Resolution at any time prior to the Effective Time, without further approval of the Court or the Ares Shareholders.

SCHEDULE "A"

ARRANGEMENT RESOLUTION

BE IT RESOLVED AS A SPECIAL RESOLUTION OF THE ARES SHAREHOLDERS THAT:

1. The arrangement (the "**Arrangement**") under section 182 of the *Business Corporations Act* (Ontario) (the "**OBCA**") involving Ares Strategic Mining Inc., a corporation incorporated pursuant to the laws of the Province of Ontario ("**Ares**"), its shareholders and Enyo Strategic Mining Inc., a corporation incorporated pursuant to the laws of the Province of British Columbia ("**Enyo**"), all as more particularly described and set forth in the management information circular (the "**Information Circular**") of Ares dated September ♦, 2022 accompanying the notice of meeting (as the Arrangement may be, or may have been, modified or amended in accordance with its terms), is hereby authorized, approved and adopted.

2. The plan of arrangement (the "**Plan of Arrangement**"), implementing the Arrangement, the full text of which is appended to the Information Circular (as the Plan of Arrangement may be, or may have been, modified or amended in accordance with its terms), is hereby authorized, approved and adopted.

3. The arrangement agreement (the "**Arrangement Agreement**") between Ares and Enyo dated September♦, 2022 and all the transactions contemplated therein, the actions of the directors of Ares in approving the Arrangement and the actions of the directors and officers of Ares in executing and delivering the Arrangement Agreement and any amendments thereto are hereby confirmed, ratified, authorized and approved.

4. Notwithstanding that this resolution has been passed (and the Arrangement approved and agreed to) by the shareholders of Ares or that the Arrangement has been approved by the Ontario Superior Court of Justice, the directors of Ares are hereby authorized and empowered, without further notice to, or approval of, the shareholders of Ares:

   (a) to amend the Arrangement Agreement or the Plan of Arrangement to the extent permitted by the Arrangement Agreement or the Plan of Arrangement; or

   (b) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement at any time prior to the Effective Time (as defined in the Arrangement Agreement).

5. Any one director or officer of Ares is hereby authorized and directed, for and on behalf and in the name of Ares, to execute and deliver, whether under the corporate seal of Ares or otherwise, all such deeds, instruments, assurances, agreements, forms, waivers, notices, certificates, confirmations and other documents 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 Arrangement Agreement and the completion of the Plan of Arrangement in accordance with the terms of the Arrangement Agreement, including:

   (a) all actions required to be taken by or on behalf of Ares, 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 Arrangement Agreement or otherwise to be entered into by Ares;

   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.

IN THE MATTER OF AN APPLICATION UNDER SECTION 182 OF THE *BUSINESS CORPORATIONS ACT*, R.S.O. 1990, c. B.16, AS AMENDED,
AND IN THE MATTER OF RULE 14.05(2) OF THE RULES OF CIVIL PROCEDURE,
AND IN THE MATTER OF A PROPOSED ARRANGEMENT OF ARES STRATEGIC MINING INC. INVOLVING ITS SHAREHOLDERS AND ENYO STRATEGIC MINING INC.
ARES STRATEGIC MINING INC., APPLICANT

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding Commenced at Toronto

AFFIDAVIT OF JAMES WALKER

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Lawyers for the Applicant,
Ares Strategic Mining Inc.

18203594

IN THE MATTER OF AN APPLICATION UNDER SECTION 182 OF THE *BUSINESS CORPORATIONS ACT*, R.S.O. 1990, c. B.16, AS AMENDED,
AND IN THE MATTER OF RULE 14.05(2) OF THE RULES OF CIVIL PROCEDURE**,**
AND IN THE MATTER OF A PROPOSED ARRANGEMENT OF ARES STRATEGIC MINING INC. INVOLVING ITS SHAREHOLDERS AND ENYO STRATEGIC MINING INC.
ARES STRATEGIC MINING INC., APPLICANT

Court File No. CV-22-00687750-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding Commenced at Toronto

MOTION RECORD

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Lawyers for the Applicant,
Ares Strategic Mining Inc.

This is **Exhibit "B"** to the

Affidavit of Nicole Dunford

sworn remotely this 19th day of October, 2022

_____

A Commissioner for Taking Affidavits, etc.

Court File No. CV-22-00687750-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MADAM	)	THURSDAY, THE 6TH
JUSTICE KIMMEL	)	DAY OF OCTOBER, 2022

IN THE MATTER OF an application under section 182 of the *Business Corporations Act,* R.S.O. 1990, c. B. 16, as amended

AND IN THE MATTER OF Rule 14.05(2) of the *Rules of Civil Procedure*

AND IN THE MATTER OF a proposed arrangement of **ARES STRATEGIC MINING INC.** involving its shareholders and **ENYO STRATEGIC MINING INC.**

INTERIM ORDER

THIS MOTION made by the Applicant, Ares Strategic Mining Inc. ("**Ares**"), for an interim order for advice and directions pursuant to section 182(5) of the *Business Corporations Act*, R.S.O. 1990, c. B.16, as amended ("**OBCA**") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, the Notice of Application issued on September 23, 2022, and the affidavit of James Walker sworn October 3, 2022 (the "**Walker Affidavit**"), including the Arrangement Agreement, which is attached as Schedule B to the draft management information circular of Ares (the "**Information Circular**"), which is attached as Exhibit 1 to the Walker Affidavit, the affidavit of Nicole Dunford sworn October 5, 2022, and on hearing the submissions of counsel for Ares.

Definitions

1. **THIS COURT ORDERS** that all definitions used in this Interim Order shall have the meaning ascribed thereto in the Information Circular or otherwise as specifically defined herein.

The Meeting

2. **THIS COURT ORDERS** that the timeframe for Ares to call its annual meeting of holders of voting common shares in the capital of Ares (the "**Shareholders**") is hereby extended.

3. **THIS COURT ORDERS** that Ares is permitted to call, hold and conduct an annual and special meeting (the "**Meeting**") of the Shareholders to be held Suite 900 – 885 West Georgia Street, Vancouver, British Columbia on November 23, 2022, at 10:00 A.M. (Vancouver Time) in order for the Shareholders to consider and, if determined advisable, pass special resolutions authorizing, adopting and approving, with or without variation, the Arrangement and the Plan of Arrangement (collectively, the "**Arrangement Resolution**"), among other things.

4. **THIS COURT ORDERS** that the Meeting shall be called, held and conducted in accordance with the OBCA, the notice of meeting of Shareholders, which accompanies the Information Circular (the "**Notice of Meeting**") and the articles and by-laws of Ares, subject to what may be provided hereafter and subject to further order of this court.

5. **THIS COURT ORDERS** that the record date (the "Record Date") for determination of the shareholders entitled to notice of, and to vote at, the Meeting shall be October 24, 2022.

6. **THIS COURT ORDERS** that the only persons entitled to attend or speak at the Meeting shall be:

a) the Shareholders or their respective proxyholders;

b) the Ares Optionholders and Ares Warrantholders;

c) the officers, directors, auditors and advisors of Ares;

d) representatives and advisors of Enyo Strategic Mining Inc. ("**Enyo**"); and

e) other persons who may receive the permission of the Chair of the Meeting.

7. **THIS COURT ORDERS** that Ares may transact such other business at the Meeting as is contemplated in the Information Circular, or as may otherwise be properly before the Meeting.

Quorum

8. **THIS COURT ORDERS** that the Chair of the Meeting shall be determined by Ares and that the quorum at the Meeting shall be such number of individuals representing at least 25% of the Ares Shares entitled to vote at the Meeting either as Shareholders or proxyholders.

Amendments to the Arrangement and Plan of Arrangement

9. **THIS COURT ORDERS** that Ares is authorized to make, subject to the terms of the Arrangement Agreement, and paragraph 10, below, such amendments, modifications or supplements to the Arrangement as it may determine without any additional notice to the Shareholders, or others entitled to receive notice under paragraphs 13 and 14 hereof and the Arrangement and Plan of Arrangement, as so amended, modified or supplemented shall be the Arrangement and Plan of Arrangement to be submitted to the Shareholders at the Meeting and shall be the subject of the Arrangement Resolution. Amendments, modifications or supplements may be made following the Meeting, but shall be subject to review and, if appropriate, further direction by this Honourable Court at the hearing for the final approval of the Arrangement.

10. **THIS COURT ORDERS** that, if any amendments, modifications or supplements to the Arrangement as referred to in paragraph 9, above, would, if disclosed, reasonably be expected to affect a Shareholder's decision to vote for or against the Arrangement Resolution, notice of such amendment, modification or supplement shall be distributed, subject to further order of this Honourable Court, by press release, newspaper advertisement, prepaid ordinary mail, or by the method most reasonably practicable in the circumstances, as Ares may determine.

Amendments to the Information Circular

11. **THIS COURT ORDERS** that Ares is authorized to make such amendments, revisions and/or supplements to the draft Information Circular as it may determine and

the Information Circular, as so amended, revised and/or supplemental, shall be the Information Circular to be distributed in accordance with paragraphs 13 and 14.

Adjournments and Postponements

12. **THIS COURT ORDERS** that Ares, if it deems advisable and subject to the terms of the Arrangement Agreement, is specifically authorized to adjourn or postpone the Meeting on one or more occasions, without the necessity of first convening the Meeting or first obtaining any vote of the Shareholders respecting the adjournment or postponement, and notice of any such adjournment or postponement shall be given by such method as Ares may determine is appropriate in the circumstances. This provision shall not limit the authority of the Chair of the Meeting in respect of adjournments and postponements.

Notice of Meeting

13. **THIS COURT ORDERS** that, in order to effect notice of the Meeting, Ares shall send the Information Circular (including the Notice of Application and this Interim Order), the Notice of Meeting, the form of proxy and the letter of transmittal, along with such amendments or additional documents as Ares may determine are necessary or desirable and are not inconsistent with the terms of this Interim Order (collectively, the "Meeting Materials"), to the following:

a) the registered Shareholders at the close of business on the Record Date, at least twenty-one (21) days prior to the date of the Meeting, excluding the date of sending and the date of the Meeting, by one or more of the following methods:

i) by electronic transmission to the e-mail address of the Shareholders as they appear on the books and records of Ares, or its registrar and transfer agent, at the close of business on the Record Date and if no address is shown therein, then by pre-paid ordinary mail at the last address of the person known to the Corporate Secretary of Ares;

ii) by pre-paid ordinary or first-class mail at the addresses of the Shareholders as they appear on the books and records of Ares, or its registrar and transfer agent, at the close of business on the Record Date and if no address is shown therein, then the last address of the person known to the Corporate Secretary of Ares;

iii) by delivery, in person or by recognized courier service or inter-office mail, to the address specified in (i) above; or

iv) by facsimile or electronic transmission to any Shareholder, who is identified to the satisfaction of Ares, who requests such transmission in writing and, if required by Ares, who is prepared to pay the charges for such transmission;

b) non-registered Shareholders by providing sufficient copies of the Meeting Materials to intermediaries and registered nominees in a timely manner, in accordance with National Instrument 54-101 of the Canadian Securities Administrators; and

c) the respective directors and auditors of Ares, and to the Director appointed under the OBCA, by delivery in person, by recognized courier service, by pre-paid ordinary or first-class mail or, with the consent of the person, by facsimile or electronic transmission, at least twenty-one (21) days prior to the date of the Meeting, excluding the date of sending and the date of the Meeting;

and that compliance with this paragraph shall constitute sufficient notice of the Meeting.

14. **THIS COURT ORDERS** that, in the event that Ares elects to distribute the Meeting Materials, Ares is hereby directed to distribute the Information Circular (including the Notice of Application, and this Interim Order), and any other communications or documents determined by Ares to be necessary or desirable (collectively, the "Court Materials") the holders of Ares Warrants or Ares Options by any method permitted for notice to Shareholders as set forth in paragraphs 13(a) or 13(b), above, concurrently with the distribution described in paragraph 13 of this Interim Order. Distribution to such persons shall be to their addresses as they appear on the books and records of Ares or its registrar and transfer agent at the close of business on the Record Date.

15. **THIS COURT ORDERS** that accidental failure or omission by Ares to give notice of the meeting or to distribute the Meeting Materials or Court Materials to any person entitled by this Interim Order to receive notice, or any failure or omission to give such notice as a result of events beyond the reasonable control of Ares, or the

non-receipt of such notice shall, subject to further order of this Honourable Court, not constitute a breach of this Interim Order nor shall it invalidate any resolution passed or proceedings taken at the Meeting. If any such failure or omission is brought to the attention of Ares, it shall use its best efforts to rectify it by the method and in the time most reasonably practicable in the circumstances.

16. **THIS COURT ORDERS** that Ares is hereby authorized to make such amendments, revisions or supplements to the Meeting Materials and Court Materials, as Ares may determine in accordance with the terms of the Arrangement Agreement ("**Additional Information**"), and that notice of such Additional Information may, subject to paragraph 10, above, be distributed by press release, newspaper advertisement, pre-paid ordinary mail, or by the method most reasonably practicable in the circumstances, as Ares may determine.

17. **THIS COURT ORDERS** that distribution of the Meeting Materials and Court Materials pursuant to paragraphs 13 and 14 of this Interim Order shall constitute notice of the Meeting and good and sufficient service of the within Application upon the persons described in paragraphs 13 and 14 and that those persons are bound by any orders made on the within Application. Further, no other form of service of the Meeting Materials or the Court Materials or any portion thereof need to be made, or notice given or other material served in respect of these proceedings and/or the Meeting to such persons or to any other persons, except to the extent required by paragraph 10, above.

Solicitation and Revocation of Proxies

18. **THIS COURT ORDERS** that Ares is authorized to use the letter of transmittal and proxies substantially in the form of the drafts accompanying the Information Circular, with such amendments and additional information as Ares may determine are necessary or desirable, subject to the terms of the Arrangement Agreement. Ares is authorized, at its expense, to solicit proxies, directly or through its officers, directors or employees, and through such agents or representatives as they may retain for that purpose, and by mail or such other forms of personal or electronic communication as it may determine. Ares may waive generally, in its discretion, the time limits set out in the Information Circular for the deposit or revocation of proxies by Shareholders, if Ares deems it advisable to do so.

19. **THIS COURT ORDERS** that the Shareholders shall be entitled to revoke their proxies in accordance with section 110(4) of the OBCA (except as the procedures of that section are varied by this paragraph) provided that any instruments in writing delivered pursuant to section 110(4)(a) of the OBCA: (a) may be deposited at the registered office of Ares or with the transfer agent of Ares as set out in the Information Circular; and (b) any such instruments must be received by Ares or its transfer agent not later than 5:00 pm (Vancouver time) two (2) business days prior to the Meeting (or any adjournment or postponement thereof).

Voting

20. **THIS COURT ORDERS** that the only persons entitled to vote in person or by proxy on the Arrangement Resolution, or such other business as may be properly

brought before the Meeting, shall be those Shareholders who hold voting common shares of Ares as of the close of business on the Record Date. Illegible votes, spoiled votes, defective votes and abstentions shall be deemed to be votes not cast. Proxies that are properly signed and dated but which do not contain voting instructions shall be voted in favour of the Arrangement Resolution.

21. **THIS COURT ORDERS** that votes shall be taken at the Meeting on the basis of one vote per common share and that in order for the Plan of Arrangement to be implemented, subject to further Order of this Honourable Court, the Arrangement Resolution must be passed, with or without variation, at the Meeting by

a) an affirmative vote of at least two-thirds ($66^2/3\%$) of the votes cast in respect of the Arrangement Resolution at the Meeting in person or by proxy by the Shareholders; and

b) a simple majority of the votes cast in respect of the Arrangement Resolution at the Meeting in person or proxy by the Shareholders, other than the directors of Ares.

Such votes shall be sufficient to authorize Ares to do all such acts and things as may be necessary or desirable to give effect to the Arrangement and the Plan of Arrangement on a basis consistent with what is provided for in the Information Circular without the necessity of any further approval by the Shareholders, subject only to final approval of the Arrangement by this Honourable Court.

22. **THIS COURT ORDERS** that in respect of matters properly brought before the Meeting pertaining to items of business affecting Ares (other than in respect of the Arrangement Resolution), each Shareholder is entitled to one vote for each voting common share held.

Dissent Rights

23. **THIS COURT ORDERS** that each registered Shareholder shall be entitled to exercise Dissent Rights in connection with the Arrangement Resolution in accordance with section 185 of the OBCA (except as the procedures of that section are varied by this Interim Order and the Plan of Arrangement) provided that, notwithstanding subsection 185(6) of the OBCA, any Shareholder who wishes to dissent must, as a condition precedent thereto, provide written objection to the Arrangement Resolution to Ares in the form required by section 185 of the OBCA and the Arrangement Agreement, which written objection must be received by Ares not later than 5:00 p.m. (Eastern time) on the last business day immediately preceding the Meeting (or any adjournment or postponement thereof), and must otherwise strictly comply with the requirements of the OBCA. For purposes of these proceedings, the “court” referred to in section 185 of the OBCA means this Honourable Court.

24. **THIS COURT ORDERS** that any Shareholder who duly exercises such Dissent Rights set out in paragraph 22 above and who:

i) is ultimately determined by this Honourable Court to be entitled to be paid fair value for his, her or its voting common shares, shall be deemed to have transferred those voting common shares as of the Effective

Time, without any further act or formality and free and clear of all liens, claims, encumbrances, charges, adverse interests or security interests to Enyo for cancellation in consideration for a payment of cash from Enyo equal to such fair value; or

ii) is for any reason ultimately determined by this Honourable Court not to be entitled to be paid fair value for his, her or its voting common shares pursuant to the exercise of the Dissent Right, shall be deemed to have participated in the Arrangement on the same basis and at the same time as any non-dissenting Shareholder;

but in no case shall Ares, Enyo or any other person be required to recognize such Shareholders as holders of voting common shares of Ares at or after the date upon which the Arrangement becomes effective and the names of such Shareholders shall be deleted from Ares' register of holders of voting common shares at that time.

Hearing of Application for Approval of the Arrangement

25. **THIS COURT ORDERS** that upon approval by the Shareholders of the Plan of Arrangement in the manner set forth in this Interim Order, Ares may apply to this Honourable Court for final approval of the Arrangement.

26. **THIS COURT ORDERS** that distribution of the Notice of Application and the Interim Order in the Information Circular, when sent in accordance with paragraphs 13 and 14 shall constitute good and sufficient service of the Notice of Application and this Interim Order and no other form of service need be effected and no other material

need be served unless a Notice of Appearance is served in accordance with this Order.

27. **THIS COURT ORDERS** that any Notice of Appearance served in response to the Notice of Application shall be served on the solicitors for Ares, with a copy to counsel for Enyo, as soon as reasonably practicable, and, in any event, no less than five days before the hearing of this Application at the following addresses:

WEIRFOULDS LLP
Barristers & Solicitors
66 Wellington Street West, Suite 4100
TD Bank Tower
P.O. Box 35
Toronto, ON M5K 1B7

Attention: Conor Dooley
cdooley@weirfoulds.com

Solicitors for Ares

Clark Wilson LLP
900-885 West Georgia Street
Vancouver, British Columbia
V6C 3H1

Attention: Cam McTavish
cmctavish@cwilson.com

Solicitors for Enyo

28. **THIS COURT ORDERS** that, subject to further order of this Honourable Court, the only persons entitled to appear and be heard at the hearing of the within application shall be:

i) the Applicant Ares;

ii) Enyo; and

iii) any person who has filed a Notice of Appearance herein in accordance with the Notice of Application, this Interim Order and the *Rules of Civil Procedure*.

29. **THIS COURT ORDERS** that any materials to be filed by Ares in support of the within Application for final approval of the Arrangement may be filed up to one day prior to the hearing of the Application without further order of this Honourable Court.

30. **THIS COURT ORDERS** that in the event the within Application for final approval does not proceed on the date set forth in the Notice of Application, and is adjourned, only those persons who served and filed a Notice of Appearance in accordance with paragraph 27 shall be entitled to be given notice of the adjourned date.

Precedence

31. **THIS COURT ORDERS** that, to the extent of any inconsistency or discrepancy between this Interim Order and the terms of any instrument creating, governing or collateral to the voting common shares, Ares Options, Ares Warrants or other rights to acquire voting common shares of Ares, or the articles or by-laws of Ares, this Interim Order shall govern.

Extra-Territorial Assistance

32. **THIS COURT** seeks and requests the aid and recognition of any court or any judicial, regulatory or administrative body in any province of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province and any court or any judicial,

regulatory or administrative body of the United States or other country to act in aid of and to assist this Honourable Court in carrying out the terms of this Interim Order.

Variance

33. **THIS COURT ORDERS** that Ares shall be entitled to seek leave to vary this Interim Order upon such terms and upon the giving of such notice as this Honourable Court may direct.

Digitally signed by Jessica Kimmel
Date: 2022.10.06 16:20:49 -04'00'

18189236.7

IN THE MATTER OF AN APPLICATION UNDER SECTION 182 OF THE *BUSINESS CORPORATIONS ACT*, R.S.O. 1990, c. B.16, AS AMENDED,
AND IN THE MATTER OF RULE 14.05(2) OF THE RULES OF CIVIL PROCEDURE**,**
AND IN THE MATTER OF A PROPOSED ARRANGEMENT OF ARES STRATEGIC MINING INC. INVOLVING ITS SHAREHOLDERS AND ENYC STRATEGIC MINING INC.
ARES STRATEGIC MINING INC., APPLICANT

Court File No. CV-22-00687750-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding Commenced at Toronto

INTERIM ORDER

WEIRFOULDS LLP
Barristers & Solicitors
66 Wellington St. W., Suite 4100
TD Bank Tower, PO Box 35
Toronto, ON M5K 1B7

Nadia Chiesa (LSO #60391A)
nchiesa@weirfoulds.com
Max Skrow (LSO #79799L)
mskrow@weirfoulds.com

Tel: (416) 365-1110
Fax: (416) 365-1876

Lawyers for the Applicant,
Ares Strategic Mining Inc.

Court File No./N° du dossier du greffe : CV-22-00687750-00CL

This is **Exhibit "C"** to the

Affidavit of Nicole Dunford

sworn remotely this 19th day of October, 2022

_____

A Commissioner for Taking Affidavits, etc.

SCHEDULE C

BY-LAW NO. 1B

A by-law amending By-Law No. 1 of

NORTHERN IRON CORP.
(the "Corporation")

(Adopted by the Board of Directors with immediate effect on February 28, 2015)

1. By-Law No. 1 of the by-laws of the Corporation is hereby amended by deleting Article 9.12 thereof entirely and replacing it with the following:

> **9.12 Quorum**
>
> Quorum shall be a minimum of two (2) individuals present in person, each of whom is either a shareholder entitled to attend and vote at such meeting or a proxyholder appointed by such a shareholder, holding or representing by proxy not less than 15% of the total number of issued shares entitled to vote at a meeting of the shareholders of the corporation. If a quorum is not present within such reasonable time after the time appointed for the holding of the meeting as the persons present and entitled to vote thereat may determine, such persons may adjourn the meeting to a fixed time and place.

5. By-Law No. 1, as amended from time to time, of the by-laws of the Corporation and this by-law shall be read together and shall have effect, so far as practicable, as though all the provisions thereof were contained in one by-law of the Corporation. All terms contained in this by-law which are defined in By-Law No. 1, as amended from time to time, of the by-laws of the Corporation shall, for all purposes hereof, have the meanings given to such terms in the said By-Law No. 1 unless expressly stated otherwise or the context otherwise requires.

IN THE MATTER OF AN APPLICATION UNDER SECTION 182 OF THE *BUSINESS CORPORATIONS ACT*, R.S.O. 1990, c. B.16, AS AMENDED,
AND IN THE MATTER OF RULE 14.05(2) OF THE RULES OF CIVIL PROCEDURE,
AND IN THE MATTER OF A PROPOSED ARRANGEMENT OF ARES STRATEGIC MINING INC. INVOLVING ITS SHAREHOLDERS AND ENYO STRATEGIC MINING INC.
ARES STRATEGIC MINING INC., APPLICANT

18267730.3

Court File No. CV-22-00687750-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding Commenced at Toronto

AFFIDAVIT OF NICLOE DUNFORD

WEIRFOULDS LLP
Barristers & Solicitors
66 Wellington St. W., Suite 4100
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Nadia Chiesa (LSO #60391A)
nchiesa@weirfoulds.com

Max Skrow (LSO #79799L)
mskrow@weirfoulds.com

Tel: (416) 365-1110
Fax: (416) 365-1876

Lawyers for the Applicant, Ares Strategic Mining Inc.

IN THE MATTER OF AN APPLICATION UNDER SECTION 182 OF THE *BUSINESS CORPORATIONS ACT*, R.S.O. 1990, c. B.16, AS AMENDED,
AND IN THE MATTER OF RULE 14.05(2) OF THE RULES OF CIVIL PROCEDURE**,**
AND IN THE MATTER OF A PROPOSED ARRANGEMENT OF ARES STRATEGIC MINING INC. INVOLVING ITS SHAREHOLDERS AND ENYO STRATEGIC MINING INC.
ARES STRATEGIC MINING INC., APPLICANT

Court File No. CV-22-00687750-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding Commenced at Toronto

MOTION RECORD

WEIRFOULDS LLP
Barristers & Solicitors
66 Wellington St. W., Suite 4100
TD Bank Tower, PO Box 35
Toronto, ON M5K 1B7

Nadia Chiesa (LSO #60391A)
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Tel: (416) 365-1110
Fax: (416) 365-1876

Lawyers for the Applicant,
Ares Strategic Mining Inc.

Court File No. CV-22-00687750-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MADAM	)	FRIDAY, THE 21ST DAY
	)	
JUSTICE KIMMEL	)	OF OCTOBER, 2022

IN THE MATTER OF an application under section 182 of the *Business Corporations Act,* R.S.O. 1990, c. B. 16, as amended

AND IN THE MATTER OF Rule 14.05(2) of the *Rules of Civil Procedure*

AND IN THE MATTER OF a proposed arrangement of **ARES STRATEGIC MINING INC.** involving its shareholders and **ENYO STRATEGIC MINING INC.**

AMENDED AND RESTATED INTERIM ORDER

THIS MOTION made by the Applicant, Ares Strategic Mining Inc. ("**Ares**"), for an interim order for advice and directions pursuant to section 182(5) of the *Business Corporations Act*, R.S.O. 1990, c. B.16, as amended ("**OBCA**") was heard on October 6, 2022 at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, the Notice of Application issued on September 23, 2022, and the affidavit of James Walker sworn October 3, 2022 (the "**Walker Affidavit**"), including the Arrangement Agreement, which is attached as Schedule B to the draft management information circular of Ares (the "**Information Circular**"), which is attached as Exhibit 1 to the Walker Affidavit, the affidavit of Nicole Dunford sworn October 5, 2022, and on hearing the submissions of counsel for Ares,

the Notice of Motion dated October 19, 2022, the affidavit of Nicole Dunford sworn October 19, 2022,

Amended and Restated Order

1. **THIS COURT ORDERS** that this Order amends and restates the Order made on October 6, 2022 to correct an error in paragraph 9 below (paragraph 8 of the Order dated October 6, 2022), effective nunc pro tunc as of that date.

Definitions

2. **THIS COURT ORDERS** that all definitions used in this Interim Order shall have the meaning ascribed thereto in the Information Circular or otherwise as specifically defined herein.

The Meeting

3. **THIS COURT ORDERS** that the timeframe for Ares to call its annual meeting of holders of voting common shares in the capital of Ares (the "**Shareholders**") is hereby extended.

4. **THIS COURT ORDERS** that Ares is permitted to call, hold and conduct an annual and special meeting (the "**Meeting**") of the Shareholders to be held Suite 900 – 885 West Georgia Street, Vancouver, British Columbia on November 23, 2022, at 10:00 A.M. (Vancouver Time) in order for the Shareholders to consider and, if determined advisable, pass special resolutions authorizing, adopting and approving, with or without variation, the Arrangement and the Plan of Arrangement (collectively, the "**Arrangement Resolution**"), among other things.

5. **THIS COURT ORDERS** that the Meeting shall be called, held and conducted in accordance with the OBCA, the notice of meeting of Shareholders, which accompanies the Information Circular (the "**Notice of Meeting**") and the articles and by-laws of Ares, subject to what may be provided hereafter and subject to further order of this court.

6. **THIS COURT ORDERS** that the record date (the "Record Date") for determination of the shareholders entitled to notice of, and to vote at, the Meeting shall be October 24, 2022.

7. **THIS COURT ORDERS** that the only persons entitled to attend or speak at the Meeting shall be:

a) the Shareholders or their respective proxyholders;

b) the Ares Optionholders and Ares Warrantholders;

c) the officers, directors, auditors and advisors of Ares;

d) representatives and advisors of Enyo Strategic Mining Inc. ("**Enyo**"); and

e) other persons who may receive the permission of the Chair of the Meeting.

8. **THIS COURT ORDERS** that Ares may transact such other business at the Meeting as is contemplated in the Information Circular, or as may otherwise be properly before the Meeting.

Quorum

9. **THIS COURT ORDERS** that the Chair of the Meeting shall be determined by Ares and that the quorum at the Meeting shall be a minimum of two (2) individuals present, each of whom is either a Shareholder entitled to attend and vote at the Meeting or a proxyholder appointed by such a Shareholder, holding or representing by proxy not less than 15% of the total number of issued shares entitled to vote at a meeting of the shareholders of the corporation.

Amendments to the Arrangement and Plan of Arrangement

10. **THIS COURT ORDERS** that Ares is authorized to make, subject to the terms of the Arrangement Agreement, and paragraph 11, below, such amendments, modifications or supplements to the Arrangement as it may determine without any additional notice to the Shareholders, or others entitled to receive notice under paragraphs 14 and 15 hereof and the Arrangement and Plan of Arrangement, as so amended, modified or supplemented shall be the Arrangement and Plan of Arrangement to be submitted to the Shareholders at the Meeting and shall be the subject of the Arrangement Resolution. Amendments, modifications or supplements may be made following the Meeting, but shall be subject to review and, if appropriate, further direction by this Honourable Court at the hearing for the final approval of the Arrangement.

11. **THIS COURT ORDERS** that, if any amendments, modifications or supplements to the Arrangement as referred to in paragraph 10, above, would, if disclosed, reasonably be expected to affect a Shareholder’s decision to vote for or against the Arrangement Resolution, notice of such amendment, modification or supplement shall

be distributed, subject to further order of this Honourable Court, by press release, newspaper advertisement, prepaid ordinary mail, or by the method most reasonably practicable in the circumstances, as Ares may determine.

Amendments to the Information Circular

12. **THIS COURT ORDERS** that Ares is authorized to make such amendments, revisions and/or supplements to the draft Information Circular as it may determine and the Information Circular, as so amended, revised and/or supplemental, shall be the Information Circular to be distributed in accordance with paragraphs 14 and 15.

Adjournments and Postponements

13. **THIS COURT ORDERS** that Ares, if it deems advisable and subject to the terms of the Arrangement Agreement, is specifically authorized to adjourn or postpone the Meeting on one or more occasions, without the necessity of first convening the Meeting or first obtaining any vote of the Shareholders respecting the adjournment or postponement, and notice of any such adjournment or postponement shall be given by such method as Ares may determine is appropriate in the circumstances. This provision shall not limit the authority of the Chair of the Meeting in respect of adjournments and postponements.

Notice of Meeting

14. **THIS COURT ORDERS** that, in order to effect notice of the Meeting, Ares shall send the Information Circular (including the Notice of Application and this Interim Order), the Notice of Meeting, the form of proxy and the letter of transmittal, along with such amendments or additional documents as Ares may determine are necessary or

desirable and are not inconsistent with the terms of this Interim Order (collectively, the "Meeting Materials"), to the following:

a) the registered Shareholders at the close of business on the Record Date, at least twenty-one (21) days prior to the date of the Meeting, excluding the date of sending and the date of the Meeting, by one or more of the following methods:

i) by electronic transmission to the e-mail address of the Shareholders as they appear on the books and records of Ares, or its registrar and transfer agent, at the close of business on the Record Date and if no address is shown therein, then by pre-paid ordinary mail at the last address of the person known to the Corporate Secretary of Ares;

ii) by pre-paid ordinary or first-class mail at the addresses of the Shareholders as they appear on the books and records of Ares, or its registrar and transfer agent, at the close of business on the Record Date and if no address is shown therein, then the last address of the person known to the Corporate Secretary of Ares;

iii) by delivery, in person or by recognized courier service or inter-office mail, to the address specified in (i) above; or

iv) by facsimile or electronic transmission to any Shareholder, who is identified to the satisfaction of Ares, who requests such

transmission in writing and, if required by Ares, who is prepared to pay the charges for such transmission;

b) non-registered Shareholders by providing sufficient copies of the Meeting Materials to intermediaries and registered nominees in a timely manner, in accordance with National Instrument 54-101 of the Canadian Securities Administrators; and

c) the respective directors and auditors of Ares, and to the Director appointed under the OBCA, by delivery in person, by recognized courier service, by pre-paid ordinary or first-class mail or, with the consent of the person, by facsimile or electronic transmission, at least twenty-one (21) days prior to the date of the Meeting, excluding the date of sending and the date of the Meeting;

and that compliance with this paragraph shall constitute sufficient notice of the Meeting.

15. **THIS COURT ORDERS** that, in the event that Ares elects to distribute the Meeting Materials, Ares is hereby directed to distribute the Information Circular (including the Notice of Application, and this Interim Order), and any other communications or documents determined by Ares to be necessary or desirable (collectively, the “Court Materials”) the holders of Ares Warrants or Ares Options by any method permitted for notice to Shareholders as set forth in paragraphs 14(a) or 13(b), above, concurrently with the distribution described in paragraph 14 of this Interim Order. Distribution to such persons shall be to their addresses as they appear

on the books and records of Ares or its registrar and transfer agent at the close of business on the Record Date.

16. **THIS COURT ORDERS** that accidental failure or omission by Ares to give notice of the meeting or to distribute the Meeting Materials or Court Materials to any person entitled by this Interim Order to receive notice, or any failure or omission to give such notice as a result of events beyond the reasonable control of Ares, or the non-receipt of such notice shall, subject to further order of this Honourable Court, not constitute a breach of this Interim Order nor shall it invalidate any resolution passed or proceedings taken at the Meeting. If any such failure or omission is brought to the attention of Ares, it shall use its best efforts to rectify it by the method and in the time most reasonably practicable in the circumstances.

17. **THIS COURT ORDERS** that Ares is hereby authorized to make such amendments, revisions or supplements to the Meeting Materials and Court Materials, as Ares may determine in accordance with the terms of the Arrangement Agreement ("**Additional Information**"), and that notice of such Additional Information may, subject to paragraph 11, above, be distributed by press release, newspaper advertisement, pre-paid ordinary mail, or by the method most reasonably practicable in the circumstances, as Ares may determine.

18. **THIS COURT ORDERS** that distribution of the Meeting Materials and Court Materials pursuant to paragraphs 14 and 15 of this Interim Order shall constitute notice of the Meeting and good and sufficient service of the within Application upon the persons described in paragraphs 14 and 15 and that those persons are bound by any

orders made on the within Application. Further, no other form of service of the Meeting Materials or the Court Materials or any portion thereof need to be made, or notice given or other material served in respect of these proceedings and/or the Meeting to such persons or to any other persons, except to the extent required by paragraph 11, above.

Solicitation and Revocation of Proxies

19. **THIS COURT ORDERS** that Ares is authorized to use the letter of transmittal and proxies substantially in the form of the drafts accompanying the Information Circular, with such amendments and additional information as Ares may determine are necessary or desirable, subject to the terms of the Arrangement Agreement. Ares is authorized, at its expense, to solicit proxies, directly or through its officers, directors or employees, and through such agents or representatives as they may retain for that purpose, and by mail or such other forms of personal or electronic communication as it may determine. Ares may waive generally, in its discretion, the time limits set out in the Information Circular for the deposit or revocation of proxies by Shareholders, if Ares deems it advisable to do so.

20. **THIS COURT ORDERS** that the Shareholders shall be entitled to revoke their proxies in accordance with section 110(4) of the OBCA (except as the procedures of that section are varied by this paragraph) provided that any instruments in writing delivered pursuant to section 110(4)(a) of the OBCA: (a) may be deposited at the registered office of Ares or with the transfer agent of Ares as set out in the Information Circular; and (b) any such instruments must be received by Ares or its transfer agent

not later than 5:00 pm (Vancouver time) two (2) business days prior to the Meeting (or any adjournment or postponement thereof).

Voting

21. **THIS COURT ORDERS** that the only persons entitled to vote in person or by proxy on the Arrangement Resolution, or such other business as may be properly brought before the Meeting, shall be those Shareholders who hold voting common shares of Ares as of the close of business on the Record Date. Illegible votes, spoiled votes, defective votes and abstentions shall be deemed to be votes not cast. Proxies that are properly signed and dated but which do not contain voting instructions shall be voted in favour of the Arrangement Resolution.

22. **THIS COURT ORDERS** that votes shall be taken at the Meeting on the basis of one vote per common share and that in order for the Plan of Arrangement to be implemented, subject to further Order of this Honourable Court, the Arrangement Resolution must be passed, with or without variation, at the Meeting by

a) an affirmative vote of at least two-thirds ($66^2/3\%$) of the votes cast in respect of the Arrangement Resolution at the Meeting in person or by proxy by the Shareholders; and

b) a simple majority of the votes cast in respect of the Arrangement Resolution at the Meeting in person or proxy by the Shareholders, other than the directors of Ares.

Such votes shall be sufficient to authorize Ares to do all such acts and things as may be necessary or desirable to give effect to the Arrangement and the Plan of Arrangement on a basis consistent with what is provided for in the Information Circular without the necessity of any further approval by the Shareholders, subject only to final approval of the Arrangement by this Honourable Court.

23. **THIS COURT ORDERS** that in respect of matters properly brought before the Meeting pertaining to items of business affecting Ares (other than in respect of the Arrangement Resolution), each Shareholder is entitled to one vote for each voting common share held.

Dissent Rights

24. **THIS COURT ORDERS** that each registered Shareholder shall be entitled to exercise Dissent Rights in connection with the Arrangement Resolution in accordance with section 185 of the OBCA (except as the procedures of that section are varied by this Interim Order and the Plan of Arrangement) provided that, notwithstanding subsection 185(6) of the OBCA, any Shareholder who wishes to dissent must, as a condition precedent thereto, provide written objection to the Arrangement Resolution to Ares in the form required by section 185 of the OBCA and the Arrangement Agreement, which written objection must be received by Ares not later than 5:00 p.m. (Eastern time) on the last business day immediately preceding the Meeting (or any adjournment or postponement thereof), and must otherwise strictly comply with the requirements of the OBCA. For purposes of these proceedings, the “court” referred to in section 185 of the OBCA means this Honourable Court.

25. **THIS COURT ORDERS** that any Shareholder who duly exercises such Dissent Rights set out in paragraph 24 above and who:

i) is ultimately determined by this Honourable Court to be entitled to be paid fair value for his, her or its voting common shares, shall be deemed to have transferred those voting common shares as of the Effective Time, without any further act or formality and free and clear of all liens, claims, encumbrances, charges, adverse interests or security interests to Enyo for cancellation in consideration for a payment of cash from Enyo equal to such fair value; or

ii) is for any reason ultimately determined by this Honourable Court not to be entitled to be paid fair value for his, her or its voting common shares pursuant to the exercise of the Dissent Right, shall be deemed to have participated in the Arrangement on the same basis and at the same time as any non-dissenting Shareholder;

but in no case shall Ares, Enyo or any other person be required to recognize such Shareholders as holders of voting common shares of Ares at or after the date upon which the Arrangement becomes effective and the names of such Shareholders shall be deleted from Ares' register of holders of voting common shares at that time.

Hearing of Application for Approval of the Arrangement

26. **THIS COURT ORDERS** that upon approval by the Shareholders of the Plan of Arrangement in the manner set forth in this Interim Order, Ares may apply to this Honourable Court for final approval of the Arrangement.

27. **THIS COURT ORDERS** that distribution of the Notice of Application and the Interim Order in the Information Circular, when sent in accordance with paragraphs 14 and 15 shall constitute good and sufficient service of the Notice of Application and this Interim Order and no other form of service need be effected and no other material need be served unless a Notice of Appearance is served in accordance with this Order.

28. **THIS COURT ORDERS** that any Notice of Appearance served in response to the Notice of Application shall be served on the solicitors for Ares, with a copy to counsel for Enyo, as soon as reasonably practicable, and, in any event, no less than five days before the hearing of this Application at the following addresses:

WEIRFOULDS LLP
Barristers & Solicitors
66 Wellington Street West, Suite 4100
TD Bank Tower
P.O. Box 35
Toronto, ON M5K 1B7

Attention: Conor Dooley
cdooley@weirfoulds.com

Solicitors for Ares

Clark Wilson LLP
900-885 West Georgia Street
Vancouver, British Columbia
V6C 3H1

Attention: Cam McTavish
cmctavish@cwilson.com

Solicitors for Enyo

29. **THIS COURT ORDERS** that, subject to further order of this Honourable Court, the only persons entitled to appear and be heard at the hearing of the within application shall be:

i) the Applicant Ares;

ii) Enyo; and

iii) any person who has filed a Notice of Appearance herein in accordance with the Notice of Application, this Interim Order and the *Rules of Civil Procedure*.

30. **THIS COURT ORDERS** that any materials to be filed by Ares in support of the within Application for final approval of the Arrangement may be filed up to one day prior to the hearing of the Application without further order of this Honourable Court.

31. **THIS COURT ORDERS** that in the event the within Application for final approval does not proceed on the date set forth in the Notice of Application, and is adjourned, only those persons who served and filed a Notice of Appearance in accordance with paragraph 28 shall be entitled to be given notice of the adjourned date.

Precedence

32. **THIS COURT ORDERS** that, to the extent of any inconsistency or discrepancy between this Interim Order and the terms of any instrument creating, governing or collateral to the voting common shares, Ares Options, Ares Warrants or other rights to

acquire voting common shares of Ares, or the articles or by-laws of Ares, this Interim Order shall govern.

Extra-Territorial Assistance

33. **THIS COURT** seeks and requests the aid and recognition of any court or any judicial, regulatory or administrative body in any province of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province and any court or any judicial, regulatory or administrative body of the United States or other country to act in aid of and to assist this Honourable Court in carrying out the terms of this Interim Order.

Variance

34. **THIS COURT ORDERS** that Ares shall be entitled to seek leave to vary this Interim Order upon such terms and upon the giving of such notice as this Honourable Court may direct.

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF AN APPLICATION UNDER SECTION 182 OF THE *BUSINESS CORPORATIONS ACT*, R.S.O. 1990, c. B.16, AS AMENDED,

AND IN THE MATTER OF RULE 14.05(2) OF THE *RULES OF CIVIL PROCEDURE*

AND IN THE MATTER OF A PROPOSED ARRANGEMENT OF ARES STRATEGIC MINING INC. INVOLVING ITS SHAREHOLDERS AND ENYO STRATEGIC MINING INC.

ARES STRATEGIC MINING INC., APPLICANT

NOTICE OF APPLICATION

TO THE RESPONDENTS:

A LEGAL PROCEEDING HAS BEEN COMMENCED by the applicant. The claim made by the applicant appears on the following page.

THIS APPLICATION will come on for a hearing before the Commercial List on a date to be scheduled via Zoom, 330 University Avenue, Toronto, ON M5G 1R7.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the Rules of Civil Procedure, serve it on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS

APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date: September 23, 2022

Issued by Gurwinderjit Singh Brar
Digitally signed by Gurwinderjit Singh Brar
Date: 2022.09.23 15:32:26 -04'00'
Local Registrar

Address of court office: 330 University Avenue
9th Floor
Toronto, ON
M5G 1R7

TO: **ALL SHAREHOLDERS OF ARES STRATEGIC MINING INC.**

AND TO: **ALL HOLDERS OF ARES OPTIONS AND ARES WARRANTS (AS DEFINED IN THE ARRANGEMENT AGREEMENT)**

AND TO: **THE DIRECTORS OF ARES STRATEGIC MINING INC.**

AND TO: **THE AUDITOR OF ARES STRATEGIC MINING INC.**

AND TO: **THE DIRECTOR APPOINTED UNDER THE *BUSINESS CORPORATIONS ACT***

AND TO: **ENYO STRATEGIC MINING INC.**

c/o Clark Wilson LLP
900-885 West Georgia Street
Vancouver, British Columbia
V6C 3H1

Attn: Cam McTavish
cmctavish@cwilson.com

Lawyers for Enyo Strategic Mining Inc.

APPLICATION

1. THE APPLICANT, ARES STRATEGIC MINING INC., MAKES APPLICATION FOR:

(a) an interim order for advice and directions under section 182(5) of the *Business Corporations Act*, R.S.O. 1990, c. B.16, as amended ("**OBCA**") in connection with a proposed arrangement ("**Arrangement**") of Ares Strategic Mining Inc. ("**Ares**");

(b) a final order approving the Arrangement pursuant to section 182(5) of the OBCA;

(c) an order extending the time for Ares to call its annual meeting of shareholders pursuant to section 94 of the OBCA;

(d) if necessary, an order abridging the time, or dispensing with the requirements for service of the application materials herein; and

(e) such further and other relief as this Court may deem just.

2. THE GROUNDS FOR THE APPLICATION ARE:[1]

(a) Ares is a corporation governed by the OBCA;

(b) Ares and Enyo Strategic Mining Inc. ("**Enyo**"), a wholly owned subsidiary of Ares, will enter into an agreement where Enyo will acquire from Ares certain properties and related assets as well as assume certain related liabilities;

(c) Enyo will issue 13,600,000 common shares without par value ("**Enyo Shares**") (or such other number of shares as determined by the board of directors of Enyo) ("**Enyo Spinout Shares**") to Ares to complete the acquisition of these properties, such shares to be distributed to the Ares Shareholders pursuant to the Arrangement;

(d) Following completion of the steps at (b) and (c) above, pursuant to the Arrangement, among other events:

i) the existing Ares Shares will be redesignated as Ares Class A Shares;

ii) Ares will create a new class of common shares known as the New Ares Shares;

iii) each Ares Class A Share will be exchanged for one New Ares Share and 0.1 of an Enyo Spinout Share;

[1] All terms as defined in the Arrangement Agreement.

iv) the Ares Class A Shares will be cancelled; and

v) all outstanding Ares Options will be transferred and exchange, and all outstanding Ares Warrants will be amended to allow holders to acquire, upon exercise, New Ares Shares and Enyo Shares in amounts reflective of the relative fair market values of Ares and Enyo at the date the Arrangement is effective under the OBCA.

(e) As a result of the Arrangement, Ares Shareholders will own the Enyo Spinout Shares, and Ares will have no further interest in Enyo or the Enyo Shares.

(f) the Arrangement is an "arrangement" as defined in section 182(1)(h) of the OBCA;

(g) it is not practicable for Ares to effect the Arrangement under any other provision of the OBCA;

(h) all statutory procedures under the OBCA have been or will have been met by the return date of this Application;

(i) the Arrangement and application is put forward in good faith;

(j) the Arrangement is fair and reasonable;

(k) the directions set out and shareholder approvals required pursuant to any Interim Order this Court may grant will have been followed and obtained by the return date of this Application;

(l) section 182 of the OBCA;

(m) section 3(a)(10) of the *United States Securities Act of 1933*, as amended (the "**U.S. Securities Act**"), exempts from the registration requirements of the U.S. Securities Act those securities which are issued in exchange for *bona fide* outstanding securities, claims or property interests, or partly in exchange and partly for cash, where the terms and conditions of such issuance and exchange are approved after a hearing by a court upon the fairness of such terms and conditions, at which all persons to whom it is proposed to issue securities in such exchange shall have the right to appear. Based on the Court's approval of the Arrangement, Enyo intends to rely upon the exemption under section 3(a)(10) of the U.S. Securities Act to issue securities pursuant to the Arrangement;

(n) Ares held its last annual meeting of shareholders on July 7, 2021. Pursuant to section 94 of the OBCA, Ares is required to hold its next annual meeting of shareholders no later than October 7, 2022. Ares requires the Court's interim order for advice and directions related to the Arrangement and as a result, it will not be able to call its next annual meeting of shareholders prior to the expiry of the statutory fifteen-month period. Ares intends to call its next annual meeting

of shareholders as soon as possible after the Court has issued its interim order for advice and directions.

(o) rules 3.02, 14.05(2), 14.05(3), 16.04, 17.02, 37 and 38 of the *Rules of Civil Procedure*;

(p) National Instrument 54-101 – Communication with Beneficial Owners of Securities of a Reporting Issuer, of the Canadian Securities Administrators; and

(q) such further and other grounds as counsel may advise and this Court may permit.

3. THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED AT THE HEARING OF THE APPLICATION:

(a) affidavit(s) of James Walker, CEO, with exhibits thereto;

(b) a further or supplementary affidavit, to be affirmed, with the exhibits thereto, reporting as to compliance with any interim order, if granted, and the results of the meeting conducted pursuant to such interim order; and

(c) such further and other material as counsel may advise and this Court may permit.

Date: September 23, 2022

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Electronically issued / Délivré par voie électronique : 23-Sep-2022
Toronto Superior Court of Justice / Cour supérieure de justice

Court File No./N° du dossier du greffe : CV-22-00687750-00CL

IN THE MATTER OF AN APPLICATION UNDER SECTION 182 OF THE *BUSINESS CORPORATIONS ACT*, R.S.O. 1990, c. B.16, AS AMENDED,
AND IN THE MATTER OF RULE 14.05(2) OF THE RULES OF CIVIL PROCEDURE**,**
AND IN THE MATTER OF A PROPOSED ARRANGEMENT OF ARES STRATEGIC MINING INC. INVOLVING ITS SHAREHOLDERS AND ENYO STRATEGIC MINING INC.
ARES STRATEGIC MINING INC., APPLICANT

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding Commenced at Toronto

NOTICE OF APPLICATION

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