

CAVU MINING CORP.

220 – 333 Terminal Avenue
Vancouver, BC V6A 4C1

Tel: 604-365-0425

**NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING
OF SHAREHOLDERS**

To be held on **September 20, 2021**

and

MANAGEMENT INFORMATION CIRCULAR

as at **August 16, 2021**

NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS

TO THE SHAREHOLDERS:

NOTICE IS HEREBY GIVEN that the Annual General and Special Meeting (the “**Meeting**”) of the holders (the “**Shareholders**”) of common shares (the “**Shares**”) of **CAVU Mining Corp.** (the “**Company**”) will be held at 1050 – 400 Burrard Street, Vancouver, BC V6C 3A6, on **September 20, 2021** at 10:00 a.m. (Vancouver time) for the following purposes:

1. to receive and consider the audited financial statements of the Company for the fiscal year ended September 30, 2020, including the accompanying report of the auditors;
2. to determine and set the number of directors for the ensuing year at three (3);
3. to elect directors to hold office until the close of the next Annual General Meeting;
4. to appoint an auditor for the Company to hold office until the close of the next Annual General Meeting and to authorize the directors to fix the remuneration to be paid to the auditor of the Company;
5. to approve the Company’s incentive stock option plan; and
6. to transact such other business as may properly come before the meeting or any adjournment or adjournments thereof.

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. Copies of any documents to be considered, approved, ratified and adopted or authorized at the Meeting will be available for inspection at the Company’s office at 220 – 333 Terminal Avenue, Vancouver, BC V6A 4C1, during normal business hours up to **September 20, 2021** being the date of the Meeting. The directors of the Company fixed the close of business on **August 16, 2021** as the record date for determining holders of Shares who are entitled to vote at the Meeting.

A Shareholder entitled to attend and vote at the Meeting is entitled to appoint a proxy to attend and vote in their stead. 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 in accordance with the instructions set out in the Form of Proxy and Information Circular accompanying this Notice.

Please advise the Company of any change in your address.

DATED at Vancouver, B.C. this August 16, 2021.

ON BEHALF OF THE BOARD

CAVU MINING CORP.

“Jacob Verbaas”

Jacob Verbaas
Chief Executive Officer

MANAGEMENT INFORMATION CIRCULAR

Containing information as at the Record Date, August 16, 2021
(unless otherwise noted)

Shareholders who do not hold their shares in their own name, as registered shareholders, should read "Advice to Beneficial Shareholders" within for an explanation of their rights.

PERSONS MAKING THE SOLICITATION

This Information Circular is furnished in connection with the solicitation of proxies by management of the Company for use at the Meeting to be held on **September 20, 2021** at the time and place and for the purposes set forth in the accompanying Notice of Meeting. While it is expected the solicitation will be primarily by mail, proxies may be solicited personally or by telephone by directors, officers and employees of the Company. All costs of this solicitation will be borne by the Company. The contents and the sending of this Information Circular have been approved by the Directors of the Company.

PROXIES AND VOTING RIGHTS

Management Solicitation

The solicitation of proxies by the Company will be conducted by mail and may be supplemented by telephone or other personal contact to be made without special compensation by the directors, officers and employees of the Company. The Company does not reimburse shareholders, nominees or agents for costs incurred in obtaining from their principals authorization to execute forms of proxy, except that the Company has requested brokers and nominees who hold stock in their respective names to furnish this proxy material to their customers, and the Company will reimburse such brokers and nominees for their related out of pocket expenses. No solicitation will be made by specially engaged employees or soliciting agents. The cost of solicitation will be borne by the Company. No person has been authorized to give any information or to make any representation other than as contained in this Information Circular in connection with the solicitation of proxies. If given or made, such information or representations must not be relied upon as having been authorized by the Company. The delivery of this Information Circular shall not create, under any circumstances, any implication that there has been no change in the information set forth herein since the date of this Information Circular. This Information Circular does not constitute the solicitation of a proxy by anyone in any jurisdiction in which such solicitation is not authorized, or in which the person making such solicitation is not qualified to do so, or to anyone to whom it is unlawful to make such an offer of solicitation.

Appointment of Proxy

Registered shareholders are entitled to vote at the Meeting. A shareholder is entitled to one vote for each common share that such shareholder holds on the record date of **August 16, 2021** (the "**Record Date**") on the resolutions to be voted upon at the Meeting, and any other matter to come before the Meeting. The persons named as proxyholders (the "**Designated Persons**") in the enclosed form of proxy are directors and/or officers of the Company.

A SHAREHOLDER HAS THE RIGHT TO APPOINT A PERSON OR COMPANY (WHO NEED NOT BE A SHAREHOLDER) TO ATTEND AND ACT FOR OR ON BEHALF OF THAT SHAREHOLDER AT THE MEETING, OTHER THAN THE DESIGNATED PERSONS NAMED IN THE ENCLOSED FORM OF PROXY. TO EXERCISE THE RIGHT, THE SHAREHOLDER MAY DO SO BY STRIKING OUT THE PRINTED NAMES AND INSERTING THE NAME OF SUCH OTHER PERSON AND, IF DESIRED, AN ALTERNATE TO SUCH PERSON, IN THE BLANK SPACE PROVIDED IN THE FORM OF PROXY. SUCH SHAREHOLDER SHOULD NOTIFY THE NOMINEE OF THE APPOINTMENT, OBTAIN THE NOMINEE'S CONSENT TO ACT AS PROXY AND SHOULD PROVIDE INSTRUCTION TO

THE NOMINEE ON HOW THE SHAREHOLDER'S SHARES SHOULD BE VOTED. THE NOMINEE SHOULD BRING PERSONAL IDENTIFICATION TO THE MEETING.

In order to be voted, the completed form of proxy must be received by the Company's registrar and transfer agent, Odyssey Trust Company (the "**Transfer Agent**") at their offices located at 350 – 409 Granville Street Vancouver BC V6C 1T2, Attention: Proxy Department, by mail or fax, at least 48 hours (excluding Saturdays, Sundays and holidays recognized in the Province of British Columbia) prior to the scheduled time of the Meeting, or any adjournment or postponement thereof. A proxy may not be valid unless it is dated and signed by the shareholder who is giving it or by that shareholder's attorney-in-fact duly authorized by that shareholder in writing or, in the case of a corporation, dated and executed by a duly authorized officer or attorney-in-fact for the corporation. If a form of proxy is executed by an attorney-in-fact for an individual shareholder or joint shareholders, or by an officer or attorney-in-fact for a corporate shareholder, the instrument so empowering the officer or attorney-in-fact, as the case may be, or a notarially certified copy thereof, must accompany the form of proxy.

Revocation of Proxies

A shareholder who has given a proxy may revoke it at any time before it is exercised by an instrument in writing (a) executed by that shareholder or by that shareholder's attorney-in-fact authorized in writing or, where the shareholder is a corporation, by a duly authorized officer of, or attorney-in-fact for, the corporation and (b) delivered either: (i) to the Company at the address set forth above, at any time up to and including the last business day preceding the day of the Meeting or, if adjourned or postponed, any reconvening thereof, (ii) to the Chairman of the Meeting prior to the vote on matters covered by the proxy on the day of the Meeting or, if adjourned or postponed, any reconvening thereof, or (iii) in any other manner provided by law. Also, a proxy will automatically be revoked by either: (a) attendance at the Meeting and participation in a poll (ballot) by a shareholder, or (b) submission of a subsequent proxy in accordance with the foregoing procedures. A revocation of a proxy does not affect any matter on which a vote has been taken prior to any such revocation.

Voting of Shares and Proxies and Exercise of Discretion by Designated Persons

A shareholder may indicate the manner in which the Designated Persons are to vote with respect to a matter to be voted upon at the Meeting by marking the appropriate space. If the instructions as to voting indicated in the proxy are certain, the Shares represented by the proxy will be voted or withheld from voting in accordance with the instructions given in the proxy. If the shareholder specifies a choice in the proxy with respect to a matter to be acted upon, then the Shares represented will be voted or withheld from the vote on that matter accordingly. **The Shares represented by a proxy will be voted or withheld from voting in accordance with the instructions of the shareholder on any ballot that may be called for and if the shareholder specifies a choice with respect to any matter to be acted upon, the Shares will be voted accordingly.**

IF NO CHOICE IS SPECIFIED IN THE PROXY WITH RESPECT TO A MATTER TO BE ACTED UPON, THE PROXY CONFERS DISCRETIONARY AUTHORITY WITH RESPECT TO THAT MATTER UPON THE DESIGNATED PERSONS NAMED IN THE FORM OF PROXY. IT IS INTENDED THAT THE DESIGNATED PERSONS WILL VOTE THE SHARES REPRESENTED BY THE PROXY IN FAVOUR OF EACH MATTER IDENTIFIED IN THE PROXY, INCLUDING THE BOARD SIZE RESOLUTION AND THE AMENDMENT RESOLUTION, AND FOR THE NOMINEES OF THE COMPANY'S BOARD OF DIRECTORS FOR DIRECTORS AND AUDITOR.

The enclosed form of proxy confers discretionary authority upon the persons named therein with respect to other matters which may properly come before the Meeting, including any amendments or variations to any matters identified in the Notice, and with respect to other matters which may properly come before the Meeting. At the date of this Information Circular, management of the Company is not aware of any such amendments, variations, or other matters to come before the Meeting.

In the case of abstentions from, or withholding of, the voting of the Shares on any matter, the Shares that are the subject of the abstention or withholding will be counted for determination of a quorum, but will not be counted as affirmative or negative on the matter to be voted upon.

ADVICE TO BENEFICIAL SHAREHOLDERS

The information set out in this section is of significant importance to those shareholders who do not hold shares in their own name. Shareholders who do not hold their shares in their own name (referred to in this Information Circular as “Beneficial Shareholders”) should note that only proxies deposited by shareholders whose names appear on the records of the Company as the registered holders of Shares can be recognized and acted upon at the Meeting.

If Shares are listed in an account statement provided to a shareholder by a broker, then in almost all cases those Shares will not be registered in the shareholder’s name on the records of the Company. Such Shares will more likely be registered under the names of the shareholder’s broker or an agent of that broker. In the United States, the vast majority of such Shares are registered under the name of Cede & Co. as nominee for The Depository Trust Company (which acts as depository for many U.S. brokerage firms and custodian banks), and in Canada, under the name of CDS & Co. (the registration name for The Canadian Depository for Securities Limited, which acts as nominee for many Canadian brokerage firms). **Beneficial Shareholders should ensure that instructions respecting the voting of their Shares are communicated to the appropriate person well in advance of the Meeting.**

The Company does not have access to names of Beneficial Shareholders. Applicable regulatory policy requires intermediaries/brokers to seek voting instructions from Beneficial Shareholders in advance of shareholders’ meetings. Every intermediary/broker has its own mailing procedures and provides its own return instructions to clients, which should be carefully followed by Beneficial Shareholders in order to ensure that their Shares are voted at the Meeting. The form of proxy supplied to a Beneficial Shareholder by its broker (or the agent of the broker) is similar to the Form of Proxy provided to registered shareholders by the Company. However, its purpose is limited to instructing the registered shareholder (the broker or agent of the broker) how to vote on behalf of the Beneficial Shareholder.

The majority of brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. (“**Broadridge**”) in the United States and in Canada. Broadridge typically prepares a special voting instruction form, mails this form to the Beneficial Shareholders and asks for appropriate instructions regarding the voting of Shares to be voted at the Meeting. Beneficial Shareholders are requested to complete and return the voting instructions to Broadridge by mail or facsimile. Alternatively, Beneficial Shareholders can call a toll-free number and access Broadridge’s dedicated voting website (each as noted on the voting instruction form) to deliver their voting instructions and to vote the Shares held by them. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of shares to be represented at the Meeting. **A Beneficial Shareholder receiving a Broadridge voting instruction form cannot use that form as a proxy to vote Shares directly at the Meeting - the voting instruction form must be returned to Broadridge well in advance of the Meeting in order to have its Shares voted at the Meeting.**

Although a Beneficial Shareholder may not be recognized directly at the Meeting for the purposes of voting Shares registered in the name of his broker (or agent of the broker), a Beneficial Shareholder may attend at the Meeting as proxyholder for the registered shareholder and vote the Shares in that capacity. Beneficial Shareholders who wish to attend at the Meeting and indirectly vote their Shares as proxyholder for the registered shareholder should enter their own names in the blank space on the instrument of proxy provided to them and return the same to their broker (or the broker’s agent) in accordance with the instructions provided by such broker (or agent), well in advance of the Meeting.

Alternatively, a Beneficial Shareholder may request in writing that his or her broker send to the Beneficial Shareholder a legal proxy which would enable the Beneficial Shareholder to attend at the Meeting and vote his or her Shares. All references to shareholders in this Information Circular are to registered shareholders, unless specifically stated otherwise.

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

The Company is authorized to issue an unlimited number of Shares without par value, of which 21,008,834 Shares are issued and outstanding as of the date of this Information Circular. Persons who are registered shareholders at the close of business on the Record Date will be entitled to receive notice of and vote at the Meeting subject to the provisions described above.

To the knowledge of the directors and executive officers of the Company, there are no persons who, or corporations which, beneficially own, directly or indirectly, or control or direct Shares carrying 10% or more of the voting rights attached to all Shares of the Company.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Except as otherwise disclosed herein, no (a) director, proposed director or executive officer of the Company; (b) person or company who beneficially owns, directly or indirectly, common shares or who exercises control or direction of common shares, or a combination of both carrying more than ten percent of the voting rights attached to the common shares outstanding (an “**Insider**”); (c) director or executive officer of an Insider; or (d) associate or affiliate of any of the directors, executive officers or Insiders, has had any material interest, direct or indirect, in any transaction since the commencement of the Company’s most recently completed financial year or in any proposed transaction which has materially affected or would materially affect the Company, except with an interest arising from the ownership of common shares where such person or company will receive no extra or special benefit or advantage not shared on a pro rata basis by all holders of the same class of common shares

STATEMENT OF EXECUTIVE COMPENSATION

Unless otherwise noted the following information is for the Company’s last completed financial year ended September 30, 2020.

Named Executive Officers

For the purposes of this Circular, a Named Executive Officer (“**NEO**”) of the Company means each of the following individuals:

- (a) a chief executive officer (“**CEO**”) of the Company;
- (b) a chief financial officer (“**CFO**”) of the Company; and
- (c) each of the Company’s three most highly compensated executive officers, or individuals acting in a similar capacity, other than the CEO and CFO, at the end of, or during, the most recently completed financial year if their individual total compensation was more than \$150,000 for that financial year, including individuals who would be an NEO under this paragraph but for the fact that he or she was not acting in such capacity at the end of the financial year.

Oversight and Description of Director and Named Executive Officer Compensation

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

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

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

Under the Company's compensation policies and practices, NEOs and directors are not prevented from purchasing financial instruments, including 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 equity securities granted as compensation or held, directly or indirectly, by the NEO or Director.

Based on this review, the Board believes that the compensation policies and practices do not encourage executive officers to take unnecessary or excessive risk.

Summary Compensation Table

The following table contains a summary of the compensation paid to the NEOs during the most recently completed financial year.

Name and Position	Year Ended Sept. 30	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of prerequisites (\$)	Value of all other compensation (\$)	Total compensation (\$)
Jacob Verbaas ⁽¹⁾ <i>Chief Executive Officer and Director</i>	2020 ⁽²⁾	Nil	Nil	Nil	Nil	Nil	Nil
Alex McAulay ⁽³⁾ <i>Chief Financial Officer</i>	2020 ⁽²⁾	Nil	Nil	Nil	Nil	Nil	Nil
Danny Matthews ⁽⁴⁾ <i>Director</i>	2020 ⁽²⁾	Nil	Nil	Nil	Nil	Nil	Nil
David Goertz ⁽⁵⁾ <i>Director</i>	2020 ⁽²⁾	Nil	Nil	Nil	Nil	Nil	Nil

(1) Appointed as Director on July 22, 2020 and as Chief Executive Officer on September 8, 2020.

(2) For the period beginning on the Company's date of incorporation, July 22, 2020, and ended September 30, 2020.

(3) Appointed as Chief Financial Officer on September 8, 2020.

(4) Appointed as director on July 22, 2020.

(5) Appointed as director on October 20, 2020.

No NEO of the Company has received, during the two most recently completed financial years, compensation pursuant to:

- (a) any standard arrangement for the compensation of NEOs for their services in their capacity as NEOs, including any additional amounts payable for committee participation or special assignments;
- (b) any other arrangement, in addition to, or in lieu of, any standard arrangement, for the compensation of NEOs in their capacity as NEOs; or

- (c) any arrangement for the compensation of NEOs for services as consultants or expert.

Stock Options and Other Compensation Securities

The Company did not grant any options to its directors or NEOs during the Company's most recent financial year ended September 30, 2020.

On December 10, 2020, the Company implemented an incentive stock option plan (the "**Option Plan**") in order to be able to offer incentives to attract and retain experienced and qualified individuals as directors, officers, senior management personnel and employees of the Company by allowing such individuals to participate in increases in shareholder value. The size of stock option grants will be dependent on each officer's level of responsibility, authority and importance to the Company and the degree to which such officer's long-term contribution to the Company will be key to its long-term success. The Company has no equity incentive plans other than the Option Plan.

A copy of the Option Plan is attached to this Information Circular as Schedule B. Although Shareholder approval of the Option Plan is not required pursuant to the policies of the CSE, the Board is seeking disinterested Shareholder approval of the Option Plan to obtain maximum flexibility with respect to the granting of stock options under the Option Plan. See "Particulars of Matters To Be Acted Upon – Approval of Stock Option Plan."

DISCLOSURE OF CORPORATE GOVERNANCE PRACTICE

The Board of Directors is committed to ensuring that the Company identifies and implements effective corporate governance practices, which are both in the interest of its shareholders and contributes to effective and efficient decision making.

The Company's approach to significant issues of corporate governance is designed to ensure that the business and affairs of the Company are effectively managed to enhance shareholder value. Management has been able to draw assistance from individual directors as well as seek advice from the Board of Directors as a whole, when circumstances require.

In accordance with National Instrument 58-101 - *Disclosure of Corporate Governance Practices* (the "Disclosure Instrument") and National Policy 58-201 – Corporate Governance Guidelines (the "Guidelines") the Company is required to disclose, on an annual basis, its approach to corporate governance. In addition, the Company is subject to National Instrument 52-110 – *Audit Committees* ("NI 52-110"), which prescribes certain requirements in relation to audit committees and defines the meaning of independence with respect to directors. These reflect current regulatory guidelines of the Canadian Securities Administrators.

The Company has established its own corporate governance practices in light of these guidelines, as set forth below. In certain cases, the Company's practices will comply with the guidelines; however, the Board considers that some of the guidelines are not suitable for the Company at its current stage of development and therefore these guidelines have not been adopted. The Company is at an early stage of development, with a current three-person Board of Directors and limited financial resources. As a result, the Company's corporate governance practices have not been extensively developed. The Board of Directors will continue to review with management the corporate governance practices of the Company to ensure that they are sound practices for effective and efficient decision making.

Board of Directors and Directorships

The Board of Directors (the "**Board**") is responsible for the governance of the Company. It establishes the overall policies and standards of the Company. The Board meets on a regularly scheduled basis. In addition to these meetings the directors are kept informed of operations through regular reports and analyses by, and discussions with, management.

The Board is currently comprised of three directors, all of whom are proposed to be nominated for election as set out in this Circular. National Instrument 52-110 *Audit Committees* ("**NI 52-110**") defines an "independent" director as one who has no direct or indirect "material relationship" with the Company. A "material relationship" is defined as a relationship that could, in the view of the Board, reasonably be expected to interfere with the exercise of a director's independent

judgement. NI 52-110 also sets out certain situations where a director will automatically be considered to have a material relationship with the Company.

Applying the definition set out in NI 52-110, two of the three members of the Board are not independent. Jacob Verbaas is not independent as he is the Chief Executive Officer of the Company. Danny Matthews and David Goertz are independent.

Certain of the directors of the Company are also directors and/or officers of other reporting issuers (or equivalent) in a jurisdiction or a foreign jurisdiction as follows:

Name of Director	Names of Other Reporting Issuers
David Goertz	Black Shield Metals Corp. (CSE)
Danny Matthews	Panorama Capital Corp. (TSXV)

Orientation and Continuing Education

Upon election or appointment of new directors, the Company will provide new directors with an information package of the Company, including, among other things, its policies, procedures and disclosures. Generally, the Company expects that the board members have a familiarity with the business of the Company. Professional advisors may be invited to attend Board meetings, as needed. The Company also relies on the relatively straightforward nature of its business and the established qualifications and expertise of its board members.

Ethical Business Conduct

As required under the British Columbia *Business Corporations Act* (“BCBCA”) and the Company’s articles:

- a director or senior officer who holds any office or possesses any property, right or interest that could result, directly or indirectly, in the creation of a duty or interest that materially conflicts with that individual’s duty or interest as a director or executive officer of the Company must promptly disclose the nature and extent of that conflict; and
- a director who holds a disclosable interest (as that term is used in the BCBCA) in a contract or transaction into which the Company has entered or proposes to enter may not vote on any directors’ resolution to approve the contract or transaction, other than as permitted by the BCBCA and the Company’s articles.

Generally, as a matter of practice, directors or senior officers who have disclosed a material interest in any transaction or agreement that the Board is considering will not take part in any Board discussion respecting that contract or transaction, unless permitted by the BCBCA and the Company’s articles. If on occasion such directors do participate in the discussions, they will abstain from voting on any matters relating to matters in which they have disclosed a material interest.

Nomination of Directors & Assessments

Potential candidates for appointment to the Board will be considered by the entire Board of the Company. The Board has no specific procedures for regularly assessing the effectiveness and contribution of the Board, its committees or individual directors. As the business of the Company is relatively straightforward, it is expected that a significant lack of performance on the part of a committee or individual director would become readily apparent and could be dealt with on a case-by-case basis.

With respect to the Board as a whole, the Board will monitor its performance on an ongoing basis and as part of that process, consider the overall performance of the Company and input from its shareholders. The Board as a whole is responsible for assessing its effectiveness, its members and each committee in consultation with the chair of the Board and the chair of each committee.

AUDIT COMMITTEE

NI 52-110 requires that certain information regarding the Audit Committee of an issuer be included in the management information circular sent to shareholders in connection with the issuer's annual meeting and that the Audit Committee to meet certain requirements.

Overview

The overall purpose of the Audit Committee is to ensure that the Company's management has designed and implemented an effective system of internal financial controls, to review and report on integrity of the consolidated financial statements of the Company and to review the Company's compliance with regulatory and statutory requirements as they relate to financial statements, taxation matters and disclosure of material facts. The Board has adopted a Charter for the Audit Committee that sets out the Audit Committee's mandate, organization, powers and responsibilities, a copy of which is attached as Schedule "A" to this Circular.

Composition of the Audit Committee

The Audit Committee is comprised of Jacob Verbaas, David Goertz, and Danny Matthews. Each member of the Audit Committee is considered to be "financially literate" and "independent" within the meaning of sections 1.4 and 1.5 of NI 52-110, with the exception of Jacob Verbaas, who is not independent as he is the Chief Executive Officer of the Company. The members of the Audit Committee, along with their relevant education and experience, are set out in the following table:

Director	Relevant Education and Experience
David Goertz, Chair	Mr. Goertz is a partner with Dale Matheson Carr-Hilton Labonte, LLP Chartered Professional Accountants. David Goertz graduated from the University of Victoria with Bachelor of Commerce degree and has been a Chartered professional accountant since 2004 and has been with Vancouver based Dale Matheson Carr-Hilton Labonte LLP Chartered Professional Accountants since 2005, becoming partner in the firm in 2011. Mr. Goertz provides accounting, assurance, taxation and business advisory services to private and public companies, not-for-profit organizations and incorporated professionals. He has specialized knowledge of the manufacturing, mining, real estate, and technology industries plus a keen understanding of public company operations, restructurings, acquisitions and IPOs
Danny Matthews	Mr. Matthews is a corporate lawyer with extensive securities and corporate finance experience. Mr. Matthews is currently a legal consultant to various Canadian publicly listed companies in the mining, life sciences and technology sectors. He previously worked as a securities lawyer at Segev LLP, a business law firm based in Vancouver, British Columbia. He holds a Juris Doctor and Bachelor of Science from the University of Western Ontario and is a member of the Law Society of British Columbia.
Jacob Verbaas	Mr. Verbaas is an exploration geologist with an M.Sc. from Utrecht University and a PhD from Simon Fraser University. He has exploration experience in Australia, Northern Africa, and Canada and is currently the COO of Flow Metals (CSE:FWM), and the VP Exploration of Go Metals (CSE:GOCO). Mr. Verbaas is a registered Professional Geologist with APEG BC.

The Audit Committee has established policies and procedures that are intended to control the services that are provided by the Company's auditors and to monitor their continuing independence. Under these policies, no services may be undertaken by the auditors unless the engagement is specifically approved by the Audit Committee or the services are included within a category which has been pre-approved by the Audit Committee. The maximum charge for services will be established by the Audit Committee when the specific engagement is approved, or the category of services preapproved. Management will be required to notify the Audit Committee of the nature and value of pre-approved services undertaken.

The Audit Committee will not approve engagements relating to, or pre-approve categories of, non-audit services to be provided by the auditors: (i) if such services are of a type the performance of which would cause the auditors to cease to be independent within the meaning of applicable securities law; and (ii) without consideration, among other things, of whether the auditors are best situated to provide the required services and whether the required services are consistent with their role as auditor.

Audit Committee Oversight

Since the commencement of the Company's most recently completed financial year, there has not been a recommendation of the Audit Committee to nominate or compensate an external auditor that was not adopted by the Board.

Reliance on Exemptions in NI 52-110 regarding *De Minimis* Non-audit Services or on a Regulatory Order Generally

In respect of the Company's most recently completed financial year, the Company has not relied on the exemption in section 2.4 (*De Minimis Non-audit Services*) of NI 52-110 or an exemption from NI 52-110, in whole or in part, granted by a securities regulator under Part 8 (*Exemptions*) of NI 52-110.

In respect of the most recently completed financial year, the Company is relying on the exemption set out in section 6.1 of NI 52-110 with respect to compliance with the requirements of Part 5 (*Reporting Obligations*) of NI 52-110.

Pre-Approval Policies and Procedures

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

External Auditor Service Fees (By Category)

The following table discloses the fees billed to the Company by its external auditor during the two last financial years.

Financial Year Ending	Audit Fees⁽¹⁾	Audit Related Fees⁽²⁾	Tax Fees⁽³⁾	All Other Fees⁽⁴⁾
September 30, 2020	\$8250	-	-	-

(1) The aggregate fees billed by the Company's auditor for audit fees.

(2) The aggregate fees billed for assurance and related services that are reasonably related to the performance of the audit or review of the Company's financial statements and are not disclosed in the "Audit Fees" column.

(3) The aggregate fees billed for professional services rendered by the Company's auditor for tax compliance, tax advice, and tax planning.

(4) All other fees billed by the auditor for products and services not included in the foregoing categories.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLAN

As at the end of the Company's most recently completed financial year, being September 30, 2020, no equity securities of the company were authorized for issuance under any compensation plans.

On December 10, 2020, the Company implemented the Option Plan, a copy of which is attached to this Information Circular as Schedule B. The Option Plan is subject to a resolution to be voted on at the Meeting. Details of the Option Plan are described in the section "Particulars of Matters To Be Acted Upon – Approval of Stock Option Plan".

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

There is no indebtedness of any Director, executive officer, proposed nominee for election as a Director or associate of the foregoing to or guaranteed or supported by the Company either pursuant to an employee stock purchase program of the Company or otherwise, during the most recently completed financial year.

MANAGEMENT CONTRACTS

Except as disclosed herein, management functions of the Company are substantially performed by directors or senior officers of the Company and not, to any substantial degree, by any other person with whom the Company has contracted. The Company entered into a management services agreement dated September 8, 2020 with ACM Management Inc., a company wholly-owned and controlled by Alex McAulay, the Company's Chief Financial Officer. Pursuant to the terms of the agreement, ACM provides management and corporate secretarial services to the Company in consideration for the Company paying management fees on a per project basis, the amount of which depends on the nature of the services provided. Based on the 6 months preceding the date of this Information Circular, the average monthly invoice paid by the Company to ACM was \$7,018.75 (before GST). For the year ended September 30, 2020, the Company was not charged any fees by ACM.

PARTICULARS OF MATTERS TO BE ACTED UPON

Financial Statements

The financial statements of the Company for the fiscal year ended September 30, 2020 will be placed before shareholders at the Meeting.

Appointment and Remuneration of Auditors

Shareholders will be asked to vote for the re-appointment of Manning Elliott LLP, Chartered Professional Accountants, as the auditors of the Company to hold office until the next annual meeting of the Shareholders at a remuneration to be fixed by the board of directors. Manning Elliott LLP, Chartered Professional Accountants, has served as auditor since October 30, 2020.

Unless you give other instructions, the persons named in the enclosed form of proxy intend to vote FOR the appointment of Manning Elliott LLP to act as the Company's auditor until the close of the next annual general meeting and to authorize the Board to fix the remuneration to be paid to the auditor.

Determination of Number of Directors

The directors are elected at each annual general meeting to hold office until the next annual general meeting or until their successors are duly elected or appointed, unless such office is earlier vacated in accordance with the Articles of the Company or a director becomes disqualified to act as a director. The authority to determine the number of directors of the Company rests with the shareholders. The Articles of the Company provide that the number of directors, excluding additional directors, may be fixed or changed from time to time by ordinary resolution whether previous notice thereof has been given or not. It is intended to fix the number of directors at three for the ensuing year.

Management of the Company recommends that shareholders vote FOR the resolution to set the number of directors of the Company at three.

Election of Directors

The Board of Directors presently consists of three directors. The term of office of each of the present directors expires at the Meeting. Each director elected will hold office until the next annual general meeting of the Company or until their successor is duly elected or appointed, unless the office is earlier vacated in accordance with the Articles of the Company or the BCBCA or they become disqualified to act as a director.

The persons named in the following table are proposed by management for election as directors of the Company. In the absence of instructions to the contrary, the enclosed Proxy will be voted for the nominees listed herein.

MANAGEMENT DOES NOT CONTEMPLATE THAT ANY OF THE NOMINEES WILL BE UNABLE TO SERVE AS A DIRECTOR. THE COMPANY HAS NOT RECEIVED NOTICE OF, AND MANAGEMENT IS NOT AWARE OF ANY PROPOSED NOMINEE IN ADDITION TO, THE NAMED NOMINEES.

The following information concerning the respective nominees has been furnished by each of them:

Name, Jurisdiction of Residence and Position	Principal Occupation or employment and, if not previously elected Director, occupation during the past 5 years	Director Since	Number and Percentage of Shares Owned ⁽¹⁾
Jacob Verbaas⁽²⁾ Burnaby, BC <i>Chief Executive Officer and Director</i>	Registered Professional Geologist with APEG BC. Chief Operating Officer of Flow Metals Corp. (CSE:FWM) since April 2020; VP Exploration of Go Metals Corp. (CSE:GOCO) since July 2019; VP Exploration for Go Cobalt Mining Corp. from June 2018 to April 2020; VP Exploration for Gorilla Minerals Corp. from February 2018 to July 2018; PhD candidate at Simon Fraser University from April 2012 to November 2017.	July 22, 2020	900,000 (4.28%)
Danny Matthews⁽²⁾ Vancouver, BC <i>Director</i>	Independent legal consultant since April 2019. Prior to that, Mr. Matthews was a corporate and securities lawyer at Segev LLP since October 2016, and at Bacchus Law Corporation between May 2014 and October 2016.	July 22, 2020	926,668 (4.41%)
David Goertz⁽²⁾ Vancouver, BC <i>Director</i>	Partner, Dale Matheson Carr-Hilton Labonte LLP, Chartered Professional Accountants since 2005.	October 20, 2020	50,000 (0.24%)

(1) Shares beneficially owned, directly or indirectly, or over which control or direction is exercised, as at August 16, 2021. Based on 21,008,834 Shares issued and outstanding as of August 16, 2021.

(2) Member of the Audit Committee.

No proposed director is to be elected under any arrangement or understanding between the proposed director and any other person or company, except the directors and executive officers of the company acting solely in such capacity.

To the knowledge of the Company, no proposed director:

- (a) is, as at the date of the Information Circular, or has been, within 10 years before the date of the Information Circular, a director, CEO or CFO of any company (including the Company) that:
 - (i) was the subject, while the proposed director was acting in the capacity as director, CEO or CFO 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;
 - (ii) 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 proposed director ceased to be a director, CEO or CFO but which resulted from an event that occurred while the proposed director was acting in the capacity as director, CEO or CFO of such company; or

- (b) is, as at the date of this Information Circular, or has been within 10 years before the date of the information Circular, a director or executive officer of any company (including the Company) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or
- (c) has, within the 10 years before the date of this Information Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director; or
- (d) has been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or
- (e) been subject to any penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to vote for a proposed director.

Approval of Stock Option Plan

On December 10, 2020, the Board approved the Option Plan in order to be able to offer incentives to attract and retain experienced and qualified individuals as directors, officers, senior management personnel and employees of the Company by allowing such individuals to participate in increases in shareholder value.

The Board is seeking disinterested Shareholder approval of the Option Plan. Although Shareholder approval of the Option Plan is not required pursuant to the policies of the Canadian Securities Exchange (“CSE”), the Board wishes to obtain maximum flexibility with respect to the granting of stock options under the Option 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 the Company is listed on the CSE, the Company 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 the Company (the “Exemption”). NI 45-106 restricts the use of the Exemption by “unlisted reporting issuers” such as the Company, unless the Company obtains disinterested 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 Option Plan so that the disinterested Shareholders may form a reasoned judgment concerning the Option Plan. The purpose of the Option Plan is to attract and retain directors, officers, employees and consultants and to motivate them to advance the interests of the Company by affording them with the opportunity to acquire an equity interest in the Company through stock options granted under the Option Plan to purchase Shares. The Option Plan is a 10% “rolling” stock option plan pursuant to which the maximum number of Shares reserved under the Plan, together with all of the Company’s other previously established or proposed stock options, stock option plans, employee stock purchase plans or any other compensation or incentive mechanisms involving the issuance or potential issuance of Shares, shall not result in the number of Shares reserved for issuance pursuant to stock options exceeding 10% of the issued and outstanding Shares as at the date of grant of any stock option under the Option Plan.

The Option Plan provides that:

1. The Board shall specify the exercise price, term, vesting terms, if any, and the number of options to be granted under the Plan.
2. The Board shall establish the exercise price at the time of each option grant, and the exercise price for the options will not be lower than the greater of the closing market prices of the underlying securities on (a) the trading day prior to the date of grant of the stock options, and (b) the date of grant of the stock options.
3. If a director, officer, employee or consultant ceases to be so engaged by the Company for cause, any option outstanding shall terminate and cease to be exercisable immediately upon termination.
4. If a director, officer, employee or consultant ceases to be so engaged by the Company without cause for any reason other than death, such director, officer, employee or consultant shall have the right to exercise any vested stock option granted to him or her under the Plan and not exercised prior to such termination within a period of 90 days after the date of termination, or such shorter period as may be set out in the optionee’s written agreement.
5. If an optionee dies prior to the expiry of a stock option, his or her heirs or administrators may within 12 months from the date of the optionee’s death exercise that portion of a stock option granted to the optionee under the Option Plan which remains vested and outstanding.
6. No stock option granted under the Plan or any right thereunder or in respect thereof shall be transferable or assignable (other than upon the death of the optionee).

A copy of the Option Plan is attached to this Information Circular as Schedule B.

At the Meeting, disinterested Shareholders will be asked to approve the following ordinary resolution (the “**Plan Resolution**”), which must be approved by at least a simple majority of the votes cast by disinterested Shareholders represented in person or by proxy at the Meeting who vote in respect of the Plan Resolution:

“RESOLVED, AS AN ORDINARY RESOLUTION OF DISINTERESTED SHAREHOLDERS THAT:

1. The Company’s stock option plan (the “**Option Plan**”), as set forth in the Company’s Information Circular dated August 16, 2021 (the “**Information Circular**”), including the reservation for issuance under the Option Plan at any time of a maximum of 10% of the issued common shares of the Company, be and is hereby approved, in accordance with its terms and conditions and with the policies of the Canadian Securities Exchange (the “**CSE**”).
2. The Company’s board of directors (the “**Board**”) be and is hereby authorized in its absolute discretion to administer the Option Plan and amend or modify the Option Plan in accordance with its terms and conditions and with the policies of the CSE.
3. The Board be and is hereby authorized in its absolute discretion to grant stock options under the Option Plan in reliance on the prospectus exemption provided in Section 2.24 [*Employee, executive officer, director and consultant*] of National Instrument 45-106 *Prospectus Exemptions* (“**NI 45-106**”) notwithstanding the limitations imposed by Section 2.25 [*Unlisted reporting issuer exception*] of NI 45-106.

4. 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 or her opinion may be necessary or desirable to give effect to the foregoing resolutions, including, without limitation, making any changes to the Option Plan required by the CSE or applicable securities regulatory authorities and to complete all transactions in connection with the administration of the Option Plan.”

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

Management of the Company recommends that shareholders vote in favour and unless you give other instructions, the persons named in the enclosed form of proxy intend to vote FOR the Plan Resolution.

AUDIT COMMITTEE

National Instrument 52-110 – *Audit Committees (“NI 52-110”)* requires the Company, as a venture issuer, to disclose annually in its information circular certain information concerning the constitution of its audit committee (the “**Committee**”) and its relationship with its independent auditor. This information with respect to the Company is provided in Schedule “A”.

ADDITIONAL INFORMATION

Shareholders may contact the Company at its office by mail at 220 – 333 Terminal Avenue, Vancouver, BC V6A 4C1, by email at alex@acmfirm.ca or by calling 1-604-365-0425 to request copies of the Company’s financial statements and related Management Discussion & Analysis (the “**MD&A**”). Financial information is provided in the Company’s audited financial statements and MD&A for the year ended September 30, 2020, which are included in the Company’s final long form prospectus dated February 4, 2021, which is available, together with additional information relating to the Company, under the Company’s profile on SEDAR at www.sedar.com.

OTHER BUSINESS

Unless otherwise specified, all matters referred to herein for approval by the Shareholders require a simple majority of the Shareholders voting, in person or by proxy, at the Meeting. Where information contained in this Information Circular, rests specifically within the knowledge of a person other than the Company, the Company has relied upon information furnished by such person.

The contents of this Information Circular have been approved and this mailing has been authorized by the Directors of the Company.

Dated this 16th day of August, 2021

ON BEHALF OF THE BOARD

CAVU MINING CORP.

“Jacob Verbaas”

Jacob Verbaas
Chief Executive Officer and Director

SCHEDULE "A"

AUDIT COMMITTEE CHARTER

This Charter establishes the composition, the authority, roles and responsibilities and the general objectives of the Company's audit committee, or its Board of Directors in lieu thereof (the "**Audit Committee**"). The roles and responsibilities described in this Charter must at all times be exercised in compliance with the legislation and regulations governing the Company and any subsidiaries.

Composition

- (a) *Number of Members.* The Audit Committee must be comprised of a minimum of three directors of the Company, a majority of whom will be independent. Independence of the board members will be as defined by applicable legislation.
- (b) The members of the Committee will be appointed by the board of directors of the Company ("Board") annually at the first meeting of the Board following the annual meeting of the shareholders, to serve until the next annual meeting of shareholders or until their successors are duly appointed.
- (c) *Chair.* If there is more than one member of the Audit Committee, members will appoint a chair of the Audit Committee (the "Chair") to serve for a term of one (1) year on an annual basis. The Chair may serve as the chair of the Audit Committee for any number of consecutive terms.
- (d) *Financially Literacy.* All members of the audit committee will be financially literate as defined by applicable legislation. If upon appointment a member of the Audit Committee is not financially literate as required, the person will be provided with a period of three months to acquire the required level of financial literacy.

Meetings

- (a) *Quorum.* The quorum required to constitute a meeting of the Audit Committee is set at a majority of members.
- (b) *Agenda.* The Chair will set the agenda for each meeting, after consulting with management and the external auditor. Agenda materials such as draft financial statements must be circulated to all Audit Committee members for members to have a reasonable amount of time to review the materials prior to the meeting.
- (c) *Notice to Auditors.* The Company's auditors (the "Auditors") will be provided with notice as necessary of any Audit Committee meeting, will be invited to attend each such meeting and will receive an opportunity to be heard at those meetings on matters related to the Auditor's duties.
- (d) *Minutes.* Minutes of the Audit Committee meetings will be accurately recorded, with such minutes recording the decisions reached by the committee.

Roles and Responsibilities

The roles and responsibilities of the Audit Committee include the following:

External Auditor

The Audit Committee will:

- (a) *Selection of the external auditor.* Select, evaluate and recommend to the Board, for shareholder approval, the Auditor to examine the Company's accounts, controls and financial statements.

- (b) *Scope of Work*. Evaluate, prior to the annual audit by the Auditors, the scope and general extent of the Auditor's review, including the Auditor's engagement letter.
- (c) *Compensation*. Recommend to the Board the compensation to be paid to the external auditors.
- (d) *Replacement of Auditor*. If necessary, recommend the replacement of the Auditor to the Board of Directors.
- (e) *Approve Non-Audit Related Services*. Pre-approve all non-audit services to be provided by the Auditor to the Company or its subsidiaries.
- (f) *Direct Responsibility for Overseeing Work of Auditors*. Must directly oversee the work of the Auditor. The Auditor must report directly to the Audit Committee.
- (g) *Resolution of Disputes*. Assist with resolving any disputes between the Company's management and the Auditors regarding financial reporting.

Consolidated Financial Statements and Financial Information

The Audit Committee will:

- (a) *Review Audited Financial Statements*. Review the audited consolidated financial statements of the Company, discuss those statements with management and with the Auditor, and recommend their approval to the Board.
- (b) *Review of Interim Financial Statements*. Review and discuss with management the quarterly consolidated financial statements, and if appropriate, recommend their approval by the Board.
- (c) *MD&A, Annual and Interim Earnings Press Releases, Audit Committee Reports*. Review the Company's management discussion and analysis, interim and annual press releases, and audit committee reports before the Company publicly discloses this information.
- (d) *Auditor Reports and Recommendations*. Review and consider any significant reports and recommendations issued by the Auditor, together with management's response, and the extent to which recommendations made by the Auditor have been implemented.

Risk Management, Internal Controls and Information Systems

The Audit Committee will:

- (a) *Internal Control*. Review with the Auditors and with management, the general policies and procedures used by the Company with respect to internal accounting and financial controls. Remain informed, through communications with the Auditor, of any weaknesses in internal control that could cause errors or deficiencies in financial reporting or deviations from the accounting policies of the Company or from applicable laws or regulations.
- (b) *Financial Management*. Periodically review the team in place to carry out financial reporting functions, circumstances surrounding the departure of any officers in charge of financial reporting, and the appointment of individuals in these functions.
- (c) *Accounting Policies and Practices*. Review management plans regarding any changes in accounting practices or policies and the financial impact thereof.

- (d) *Litigation*. Review with the Auditors and legal counsel any litigation, claim or contingency, including tax assessments, that could have a material effect upon the financial position of the Company and the manner in which these matters are being disclosed in the consolidated financial statements.
- (e) *Other*. Discuss with management and the Auditors correspondence with regulators, employee complaints, or published reports that raise material issues regarding the Company's financial statements or disclosure.

Complaints

- (a) *Accounting, Auditing and Internal Control Complaints*. The Audit Committee must establish a procedure for the receipt, retention and treatment of complaints received by the Company regarding accounting, internal controls or auditing matters.
- (b) *Employee Complaints*. The Audit Committee must establish a procedure for the confidential transmittal on condition of anonymity by the Company's employees of concerns regarding questionable accounting or auditing matters.

Authority

- (a) *Auditor*. The Auditor, and any internal auditors hired by the company, will report directly to the Audit Committee.
- (b) *To Retain Independent Advisors*. The Audit Committee may, at the Company's expense and without the approval of management, retain the services of independent legal counsels and any other advisors it deems *necessary* to carry out its duties and set and pay the monetary compensation of these individuals.

Reporting

The Audit Committee will report to the Board on:

- (a) the Auditor's independence;
- (b) the performance of the Auditor and any recommendations of the Audit Committee in relation thereto;
- (c) the reappointment and termination of the Auditor;
- (d) the adequacy of the Company's internal controls and disclosure controls;
- (e) the Audit Committee's review of the annual and interim consolidated financial statements;
- (f) the Audit Committee's review of the annual and interim management discussion and analysis;
- (g) the Company's compliance with legal and regulatory matters to the extent they affect the financial statements of the Company; and
- (h) all other material matters dealt with by the Audit Committee.

SCHEDULE "B"

STOCK INCENTIVE COMPENSATION PLAN

[See attached]

CAVU MINING CORP.
(the “Company”)

INCENTIVE STOCK OPTION PLAN

PART 1
Definitions

1.1 Definitions. In this Plan, the following words and phrases shall have the following meanings:

- (a) “**Affiliate**” means a company that is a parent or subsidiary of the Company, or that is controlled by the same person as the Company;
- (b) “**Board**” means the board of directors of the Company and includes any committee of directors appointed by the directors as contemplated by §3.1;
- (c) “**Change of Control**” includes any of the following circumstances:
 - (i) there is consummated any amalgamation, consolidation, statutory arrangement, merger, business combination or other similar transaction involving the Company: (1) in which the Company is not the continuing corporation, or (2) pursuant to which any Shares of the Company would be reclassified, changed or converted into or exchanged for cash, securities or other property, other than (in each case) an amalgamation, consolidation, statutory arrangement, merger, business combination or other similar transaction involving the Company in which the holders of the Shares immediately prior to the amalgamation, consolidation, statutory arrangement, merger, business combination or other similar transaction have, directly or indirectly, more than 50% of the shares of the continuing or surviving corporation immediately after such transaction;
 - (ii) any person or group of persons succeeds in electing a sufficient number of directors of the Company so as to constitute a majority of the directors of the Company following the election; or
 - (iii) there is consummated a sale, transfer or disposition by the Company of all or substantially all the assets of the Company,

provided that an event shall not constitute a Change of Control if its sole purpose is to change the jurisdiction of the Company’s organization or to create a holding company, partnership or trust that will be owned in substantially the same proportions by the persons who held the Company’s securities immediately before the event;
- (d) “**Company**” means CAVU Mining Corp.;
- (e) “**Consultant**” means an individual or Consultant Company, other than an Employee or Director, that:
 - (i) is engaged to provide on an ongoing *bona fide* basis, consulting, technical, management or other services to the Company or to an Affiliate, other than services provided in relation to a distribution of securities;

- (ii) provides such services under a written contract between the Company or an Affiliate;
 - (iii) in the reasonable opinion of the Company, spends or will spend a significant amount of time and attention on the affairs and business of the Company or an Affiliate; and
 - (iv) has a relationship with the Company or an Affiliate that enables the individual to be knowledgeable about the business and affairs of the Company;
- (f) **“Consultant Company”** means for an individual consultant, a company or partnership of which the individual is an employee, shareholder or partner;
- (g) **“CSE”** means the Canadian Securities Exchange;
- (h) **“Director”** means a director of the Company or any of its subsidiaries;
- (i) **“Disability”** means any disability with respect to an Optionee that the Board, in its sole and unfettered discretion, considers likely to prevent the Optionee from permanently:
- (i) being employed or engaged by the Company, an Affiliate or another employer, in a position the same as or similar to that in which he or she was last employed or engaged by the Company or an Affiliate, or
 - (ii) acting as a director or officer of the Company or an Affiliate,
- and **“Date of Disability”** means the effective date of the Disability as determined by the Board in its sole and unfettered discretion;
- (j) **“Effective Date”** has the meaning provided in §2.1;
- (k) **“Eligible Person”** means a *bona fide* Director, Officer, Employee, or Consultant, or a corporation wholly owned by such Director, Officer, Employee, or Consultant;
- (l) **“Employee”** means:
- (i) an individual who is considered an employee of the Company or a subsidiary of the Company under the Income Tax Act (and for whom income tax, employment insurance and CPP deductions must be made at source);
 - (ii) an individual who works full-time for the Company or a subsidiary of the Company providing services normally provided by an employee and who is subject to the same control and direction by the Company over the details and methods of work as an employee of the Company, but for whom income tax deductions are not made at source; or
 - (iii) an individual who works for the Company or a subsidiary of the Company on a continuing and regular basis for a minimum amount of time per week providing services normally provided by an employee and who is subject to the same control and direction by the Company over the details and methods of work as an employee of the Company, but for whom income tax deductions need not be made at source;

- (m) **“Exchange”** means the CSE or any other stock exchange on which the Shares are listed for trading;
- (n) **“Exchange Policies”** means the policies, bylaws, rules and regulations of the Exchange governing the granting of options by the Company, as amended from time to time;
- (o) **“Exercise Price”** means the price at which a Share may be purchased by an Optionee pursuant to an Option, as determined by the Board when the Option is granted;
- (p) **“Expiry Date”** means 5:00 pm (Vancouver time) on the day on which an Option expires as specified in the Option Agreement therefor, or in accordance with the terms of this Plan;
- (q) **“Income Tax Act”** means the *Income Tax Act* (Canada), as amended from time to time;
- (r) **“Insider”** has the meaning ascribed thereto in the *Securities Act* (British Columbia);
- (s) **“Investor Relations Activities”** means any activities, by or on behalf of the Company or a shareholder of the Company, that promote or reasonably could be expected to promote the purchase or sale of securities of the Company, but does not include:
 - (i) the dissemination of information provided, or records prepared, in the ordinary course of business of the Company
 - (A) to promote the sale of products or services of the Company, or
 - (B) to raise public awareness of the Company,
 that cannot reasonably be considered to promote the purchase or sale of securities of the Company;
 - (ii) activities or communications necessary to comply with the requirements of
 - (A) applicable Securities Laws,
 - (B) the Exchange, or
 - (C) the bylaws, rules or other regulatory instruments of any self-regulatory body or exchange having jurisdiction over the Company;
 - (iii) communications by a publisher of, or writer for, a newspaper, magazine or business or financial publication, that is of general and regular paid circulation, distributed only to subscribers to it for value or to purchasers of it, if
 - (A) the communication is only through such newspaper, magazine or publication, and
 - (B) the publisher or writer receives no commission or other consideration other than for acting in the capacity of publisher or writer; or
 - (iv) activities or communications that may be otherwise specified by the Exchange;
- (t) **“Option”** means the conditional right to purchase Shares at a stated Exercise Price for a specified period of time subject to the terms of this Plan;

- (u) **“Optionee”** means the recipient of an Option under this Plan;
- (v) **“Officer”** means any senior officer of the Company or any of its subsidiaries;
- (w) **“Plan”** means the CAVU Mining Option Plan, as amended from time to time;
- (x) **“Securities Act”** means the *Securities Act* (British Columbia), as amended from time to time;
- (y) **“Securities Laws”** means the acts, policies, bylaws, rules and regulations of the securities commissions governing the granting of Options by the Company, as amended from time to time; and
- (z) **“Shares”** means the common shares of the Company without par value;
- (aa) **“Take Over Bid”** means a take over bid as defined in section 92 of the Securities Act or the analogous provisions of securities legislation applicable to the Company;
- (bb) **“Termination Date”** means:
 - (i) in the case of the resignation of the Optionee's employment or the termination of the Optionee's consulting or service contract by the Optionee, the date that the Optionee provides notice of the resignation or termination to the Company; or
 - (ii) in the case of the termination of the Optionee's employment or consulting or service contract by the Company for any reason other than death or disability, the date that the Company delivers written notice of termination of the Optionee's employment or consulting or service contract to the Optionee; or
 - (iii) in the case of the expiry of a fixed-term employment or consulting or service contract that is not renewed or extended, the last day of the term.

1.2 Governing Law. The validity and construction of this Plan is governed by and interpreted in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

PART 2 ESTABLISHMENT, PURPOSE AND DURATION

2.1 Establishment of the Plan. The Company hereby establishes an incentive compensation plan to be known as the CAVU Mining Option Plan (the **“Plan”**). The Plan permits the grant of Options to Eligible Persons. The Plan will be adopted and become effective on the date it is approved by the Board (the **“Effective Date”**).

2.2 Purpose. The purpose of this Plan is to attract and retain Directors, Officers, Employees and Consultants and to motivate them to advance the interests of the Company by affording them the opportunity to acquire an equity interest in the Company by means of Options granted under this Plan.

- 2.3 Duration of the Plan. The Plan commences as of the Effective Date and remains in effect until terminated by the Board in accordance with this Plan.

PART 3 GRANTING OF OPTIONS

- 3.1 Administration. This Plan is administered by the Board or, if the Board so elects, by a committee (which may consist of only one person) appointed by the Board from its members.
- 3.2 Committee's Recommendations. The Board may accept all or any part of any recommendations of any committee appointed under §3.1 or may refer all or any part thereof back to the committee for further consideration and recommendation.
- 3.3 Board Authority. Subject to the limitations of this Plan, the Board has the authority to:
- (a) grant Options to purchase Shares to Eligible Persons;
 - (b) determine the terms, limitations, restrictions and conditions respecting Option grants;
 - (c) interpret this Plan and adopt, amend, and rescind such administrative guidelines and other rules and regulations relating to this Plan as it from time to time deems advisable; and
 - (d) make all other determinations and take all other actions in connection with the implementation and administration of this Plan including, without limitation, for the purpose of ensuring compliance with §7.1 as it may deem necessary or advisable.
- 3.4 Grant of Option. For every Option granted under this Plan, the Board by resolution shall specify the number of Shares to be placed under Option; the Exercise Price to be paid for the Shares upon the exercise of the Option; any applicable hold period; and the term, including any applicable vesting periods required by Exchange Policies or imposed by the Board, during which the Option may be exercised.
- 3.5 Written Agreement. Every Option granted under this Plan will be evidenced by a written Option Agreement between the Company and the Optionee substantially in the form attached hereto as Schedule A, containing any terms and conditions required by Exchange Policies and applicable Securities Laws. All Option Agreements are deemed to incorporate the provisions of the Plan. In the event of any inconsistency between the terms of the Option Agreement and this Plan, the terms of the Plan govern.
- 3.6 Withholding Taxes. If the Company is required under the Income Tax Act or any other applicable law to make source deductions in respect of Employee stock option benefits and to remit to the applicable governmental authority an amount on account of tax on the value of the taxable

benefit associated with the issuance of any Shares upon the exercise of Options, then any Optionee who is or is deemed to be an Employee shall:

- (a) pay to the Company, in addition to the Exercise Price for the Options, the amount necessary to satisfy the required tax remittance as is reasonably determined by the Company; or
- (b) authorize the Company, on behalf of the Optionee, to sell in the market on such terms and at such time or times as the Company determines a portion of the Shares issued upon the exercise of the Options to realize proceeds to be used to satisfy the required tax remittance; or,
- (c) make other arrangements acceptable to the Company to satisfy the required tax remittance.

PART 4 RESERVE OF SHARES

- 4.1 Sufficient Authorized Shares to be Reserved. The Board shall reserve a sufficient number of Shares to permit the exercise of any Options granted under this Plan. Shares that were the subject of any Option that has lapsed or terminated will returned to the Plan and will be eligible for re-grant as Options under the Plan.
- 4.2 Maximum Number of Shares Reserved. The maximum aggregate number of Shares that may be reserved for issuance under the Plan at any time is 10% of the issued and outstanding Shares at the time Shares are reserved for issuance as a result of the grant of an Option, less any Shares subject to option under all other stock options, stock option plans, employee stock purchase plans or any other compensation or incentive mechanisms involving the issuance or potential issuance of Shares.
- 4.3 Limitations on Shares Available for Issuance. Unless authorized by the shareholders of the Company in accordance with applicable Securities Laws, the number of Options that may be granted to persons performing Investor Relations Activities, associated consultants, officers, and directors of the Company or any of their permitted assigns may be restricted under applicable Securities Laws.

PART 5 CONDITIONS GOVERNING THE GRANTING AND EXERCISING OF OPTIONS

- 5.1 Exercise Price. The Board shall set the Exercise Price of an Option at the date of grant in accordance with applicable rules of the Exchange.

- 5.2 Exercise Price if Public Distribution. If any Options are granted within 90 days of a public distribution by prospectus, then the minimum Exercise Price will be the price per share paid by the investors for Shares acquired under the public distribution. The 90 day period will commence on the date the Company is issued a final receipt for the prospectus.
- 5.3 Termination of Option. Unless the Board determines otherwise, Options will terminate in the following circumstances:
- (a) Termination of Services For Cause. If the engagement of the Optionee as a Director, Officer, Employee or Consultant is terminated for cause (as determined by common law), any Option granted hereunder to that Optionee will terminate and cease to be exercisable immediately upon the date on which the Optionee receives notice of termination for cause;
 - (b) Termination of Services Without Cause or Upon Resignation. If the engagement of the Optionee as a Director, Officer, Employee or Consultant of the Company is terminated for any reason other than cause (as determined by common law), disability or death, or if the Director, Officer, Employee, or Consultant resigns, as the case may be, the Optionee may exercise any Option granted hereunder to the extent that the Option was exercisable and had vested on the date of termination until the date that is the earlier of (i) the Expiry Date, and (ii) the date that is 90 days after the effective date of the Optionee ceasing to be a Director, Officer, Employee or Consultant for such a reason or because of the Optionee's resignation;
 - (c) Death. If the Optionee dies, the Optionee's lawful personal representatives, heirs or executors may exercise any Option granted hereunder to the Optionee to the extent the Option was exercisable and had vested on the date of death until the earlier of (i) the Expiry Date, and (ii) one year after the date of death of the Optionee;
 - (d) Disability. If the Optionee ceases to be an Eligible Person due to his or her Disability, or, in the case of an Optionee that is a company, the Disability of the person who provides management or consulting services to the Company or to an Affiliate, the Optionee may exercise any Option granted hereunder to the extent that the Option was exercisable and had vested on the Date of Disability until the earlier of (i) the Expiry Date, and (ii) the date that is one year after the Date of Disability; and
 - (e) Changes in Status of Eligible Person. If the Optionee ceases to be one type of Eligible Person but concurrently is or becomes one or more other type of Eligible Person, the Optionee's Options will not terminate but will continue to be valid and the Optionee may exercise the Option until the earlier of (i) the Expiry Date, and (ii) the applicable date set forth in §5.3(a) to §(d) above where the Optionee ceases to be any type of Eligible Person. If the Optionee is an Employee, the Option will not be affected by any change of the Optionee's employment where the Optionee continues to be employed by the Company or an Affiliate.

- 5.4 Assignment. No Option granted under this Plan or any right thereunder or in respect thereof is transferable or assignable otherwise than as provided for under §5.3(c).
- 5.5 Manner of Exercise. An Optionee who wishes to exercise his or her Option, in its entirety or any portion thereof, may do so by delivering:
- (a) a notice of exercise in substantially the form attached as Schedule B hereto to the Company specifying the number of Optioned Shares being acquired pursuant to the Option; and
 - (b) cash, a certified cheque or a bank draft payable to the Company for the aggregate Exercise Price for the Optioned Shares being acquired plus any tax withholding amount required to be paid by the Optionee under §3.6.
- 5.6 Subsequent Exercises. If an Optionee exercises only a portion of his or her aggregate Options, the Optionee may from time to time exercise part or all of the remaining Option until their expiry or termination.

PART 6 CHANGES IN OPTIONS

- 6.1 Share Consolidation or Subdivision. In the event that the Shares are subdivided or consolidated, the number of Shares reserved for option and the price payable for any Shares that are then subject to option will be adjusted accordingly.
- 6.2 Stock Dividend. In the event that the Shares are changed as a result of the declaration of a stock dividend thereon, the number of Shares reserved for option and the price payable for any Shares that are then subject to option may be adjusted by the Board to such extent as it deems proper in its absolute discretion.
- 6.3 Effect of a Take-Over Bid. If a Take Over Bid is made to the shareholders of the Company generally then the Company shall immediately upon receipt of notice of the Take Over Bid, notify each Optionee currently holding an Option of the Take Over Bid, with full particulars thereof whereupon the Option, notwithstanding any outstanding vesting requirements, will become vested in full and exercisable in whole or in part by the Optionee, subject to any required Exchange approval. The Board may also in its discretion declare that the Expiry Dates for the exercise of all unexercised Options granted under this Plan are accelerated so that all Options must either be exercised or they will expire prior to the date upon which Shares must be tendered pursuant to the Take Over Bid.
- 6.4 Effect of a Change of Control. If a Change of Control occurs, Options granted and outstanding that are subject to vesting provisions will be deemed to have immediately vested upon the occurrence of the Change of Control, subject to Exchange policies.
- 6.5 Other Stock Exchange Listing. If the Company applies or intends to apply for listing on a stock exchange other than the CSE and, based on the policies and requirements of the other stock

exchange, the Company believes that any or all Options granted hereunder will not be accepted or approved by the other stock exchange, then the Company may, in its sole discretion, immediately cancel any or all outstanding Options to meet the listing requirements of the other stock exchange. The Company shall not owe any compensation to an Optionee whose Options are cancelled pursuant to this §6.5.

- 6.6 Approval and Cancellation. In the event that approval from the CSE or other stock exchange, as applicable, is not received for the grant of any Options hereunder, then the Company may, in its sole discretion, immediately cancel any or all outstanding Options for which approval is not obtained. The Company shall not owe any compensation to an Optionee whose Options are cancelled pursuant to this §6.6.

PART 7 SECURITIES LAWS AND EXCHANGE POLICIES

- 7.1 Securities Laws and Exchange Policies Apply. The grant of Options and the issue of Shares by the Company pursuant to the exercise of Options are subject to the terms and conditions of the Plan and compliance with all applicable Exchange Policies and Securities Laws with respect to the granting of such Options and the issuance and distribution of the Shares. Optionees must comply with all applicable Exchange Policies and Securities Laws and must furnish to the Company any information, reports, or undertakings required to comply with, and to fully cooperate with the Company in complying with applicable Exchange Policies and Securities Laws.

PART 8 AMENDMENT

- 8.1 Board Power to Amend. The Board may, by resolution, amend, suspend, terminate or discontinue the Plan, except that no general amendment or suspension of the Plan will, without the prior written consent of the affected Optionee, alter or impair any Option previously granted under the Plan, unless the alteration or impairment occurred as a result of a change in the Exchange's policies or from the transfer of the Company's listing to a different stock exchange.
- 8.2 Exchange Approval. Any amendment to this Plan or Options granted pursuant to this Plan is subject to receipt of any required approvals of the Exchange or shareholders or both.

PART 9 GENERAL

- 9.1 Other Arrangements. Nothing contained herein prevents the Board from adopting other or additional compensation arrangements, subject to obtaining any required approvals.

- 9.2 Employment and Services. The grant of Options under this Plan does not confer upon the Optionee any right to office, employment or as a service provider with the Company, or interfere in any way with the right of the Company to lawfully terminate the Optionee's office, employment or service at any time pursuant to the arrangements pertaining to same. Participation in the Plan by an Optionee is voluntary.
- 9.3 Not Part of Ordinary Compensation. The Plan is apart from ordinary compensation payable to an Optionee for his or her services or employment, and nothing contained in the Plan will operate to increase damages from wrongful termination of an Optionee.
- 9.4 No Rights as Shareholder. An Optionee has no rights as a shareholder with respect to Shares covered by an Option grant until the Option has been duly exercised and the underlying Shares issued to the Optionee.
- 9.5 No Representation or Warranty. The Company makes no representation or warranty regarding the future market value of the Shares issued in accordance with the provisions of the Plan or regarding the effect of the Income Tax Act or any other taxing statute governing the Options or the Shares issuable thereunder or the tax consequences to an Optionee.
- 9.6 No Fettering of Discretion. The awarding of Options under this Plan is a matter to be determined solely in the discretion of the Board. This Plan does not fetter or constrain the Board with regard to the issuance of Shares or any other securities in the capital of the Company other than as specifically provided for in this Plan.

Schedule A

INCENTIVE STOCK OPTION AGREEMENT

CAVU Mining Corp. (the “**Company**”) hereby grants the undersigned (the “**Optionee**”) stock options to purchase common shares of the Company (the “**Options**”) in accordance with the Company’s incentive stock option plan, as amended from time to time (the “**Plan**”), according to the following terms. The Optionee acknowledges that the grant of Options is subject to (a) the Plan; (b) applicable securities laws and regulations; and (c) approval of the Canadian Securities Exchange or other stock exchange, as applicable.

Name of Optionee: _____

Address: _____

Telephone Number: _____

Email Address: _____

Position with the Company: _____

Number of Options: _____

Exercise Price: _____

Date of Grant: _____

Expiry Date: _____

Vesting Schedule: All of the Options shall vest immediately unless otherwise described in the table below.

Period	% of Shares Vested

IN WITNESS WHEREOF, the Company and Optionee have caused this Agreement to be duly executed as of the date first written above.

CAVU MINING CORP.

Per: Authorized Signatory

OPTIONEE

Schedule B

EXERCISE NOTICE

The undersigned hereby subscribes for _____ common shares of CAVU Mining Corp. (the “**Company**”) at a price of \$_____ per share for a total amount of \$_____ (including any amounts required to be paid by the Optionee on exercise on account of withholding taxes) pursuant to the provisions of the CAVU Mining Option Plan and the Stock Option Agreement entered into between the undersigned and the Company dated _____.

Date

Signature

Name

Address (Line 1)

Address (Line 2)

Telephone Number

Email Address

Registration Details

Name of Registration

Address of Registration (Line 1)

Address of Registration (Line 2)