

**Form 62-103F1**

***Required Disclosure under the Early Warning Requirements***

*(State if the report is filed to amend information disclosed in an earlier report. Indicate the date of the report that is being amended.)*

**Item 1 – Security and Reporting Issuer**

*1.1 State the designation of securities to which this report relates and the name and address of the head office of the issuer of the securities.*

This report relates to common shares in the capital of:

Lions Bay Capital Inc. (the “Issuer”)  
Rear Ground Floor, 585 Burwood Road  
Hawthorn, Victoria, 3122 Australia.

*1.2 State the name of the market in which the transaction or other occurrence that triggered the requirement to file this report took place.*

Not applicable; see item 2.2.

**Item 2 – Identity of the Acquiror**

*2.1 State the name and address of the acquiror.*

John Byrne  
c/o Rear Ground Floor, 585 Burwood Road  
Hawthorn, Victoria, 3122 Australia.

*2.2 State the date of the transaction or other occurrence that triggered the requirement to file this report and briefly describe the transaction or other occurrence.*

On November 14, 2017, the acquiror acquired ownership and/or control or direction over an aggregate 53,368,198 common shares of the Issuer and share purchase warrants entitling the purchase of 10,000,000 common shares of the Issuer in accordance with the terms of a Share Exchange Agreement dated March 6, 2017, as subsequently amended, among the Issuer, Pan Andean Capital Pty Ltd. (“Pan Andean”) and its shareholders pursuant to which the Issuer acquired (the “Acquisition”) all of the issued and outstanding shares and share purchase warrants of Pan Andean in exchange for an aggregate 61,747,571 common shares in the Issuer’s capital and share purchase warrants to acquire an aggregate 10,000,000 of the Issuer’s common shares. The Acquisition served as the Issuer’s Qualifying Transaction under the TSX Venture Exchange’s CPC Policy 2.4.

*2.3 State the names of any joint actors.*

Not applicable.

**INSTRUCTION:**

*If the acquiror is a corporation, general partnership, limited partnership, syndicate or other group of persons, provide its name, the address of its head office, its jurisdiction of incorporation or organization, and its principal business.*

**Item 3 – Interest in Securities of the Reporting Issuer**

*3.1 State the designation and number or principal amount of securities acquired or disposed of that triggered the requirement to file the report and the change in the acquiror's securityholding percentage in the class of securities.*

The acquiror acquired indirect ownership of and/or control or direction over an aggregate 53,368,198 common shares in the capital of the Issuer, which increased the acquiror's percentage of common shares held by approximately 58%.

*3.2 State whether the acquiror acquired or disposed ownership of, or acquired or ceased to have control over, the securities that triggered the requirement to file the report.*

See item 3.1.

*3.3 If the transaction involved a securities lending arrangement, state that fact.*

Not applicable.

*3.4 State the designation and number or principal amount of securities and the acquiror's securityholding percentage in the class of securities, immediately before and after the transaction or other occurrence that triggered the requirement to file this report.*

Immediately before the transaction that triggered the requirement to file this report, the acquiror exercised control or direction over 228,125 common shares in the capital of the Issuer representing approximately 5.7% of the Issuer's then issued and outstanding common shares.

Immediately after the transaction that triggered the requirement to file this report, the acquiror indirectly owns and/or exercises control or direction over an aggregate 53,596,323 common shares in the capital of the Issuer representing approximately 63.7% of the Issuer's issued and outstanding common shares and exercises control or direction over share purchase warrants entitling the purchase of 10,000,000 common shares in the capital of the Issuer, or, assuming exercise of the warrants, a total of 63,596,323 common shares or approximately 67.6% of the Issuer's common shares on a post-conversion beneficial ownership basis.

*3.5 State the designation and number or principal amount of securities and the acquiror's securityholding percentage in the class of securities referred to in Item 3.4 over which*

*(a) the acquiror, either alone or together with any joint actors, has ownership and control,*

The acquiror has indirect ownership and/or control or direction over an aggregate 12,175,266 common shares representing approximately 14.5% of the Issuer's issued common shares.

The acquiror has ownership, shared ownership and control or direction over an aggregate 41,421,057 common shares representing approximately 49.2% of the Issuer's issued common shares

*(b) the acquiror, either alone or together with any joint actors, has ownership but control is held by persons or companies other than the acquiror or any joint actor,*

None.

and

*(c) the acquiror, either alone or together with any joint actors, has exclusive or shared control but does not have ownership,*

None.

*3.6 If the acquiror or any of its joint actors has an interest in, or right or obligation associated with, a related financial instrument involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the related financial instrument and its impact on the acquiror's securityholdings.*

None – not applicable.

*3.7 If the acquiror or any of its joint actors is a party to a securities lending arrangement involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the arrangement including the duration of the arrangement, the number or principal amount of securities involved and any right to recall the securities or identical securities that have been transferred or lent under the arrangement.*

*State if the securities lending arrangement is subject to the exception provided in section 5.7 of NI 62-104.*

None – not applicable.

*3.8 If the acquiror or any of its joint actors is a party to an agreement, arrangement or understanding that has the effect of altering, directly or indirectly, the acquiror's economic exposure to the security of the class of securities to which this report relates, describe the material terms of the agreement, arrangement or understanding.*

None – not applicable.

#### **INSTRUCTIONS:**

*(i) "Related financial instrument" has the meaning ascribed to that term in NI 55-104. Item 3.6 encompasses disclosure of agreements, arrangements or understandings where the economic interest related to a security beneficially owned or controlled has been altered.*

*(ii) For the purposes of Items 3.6, 3.7 and 3.8, a material term of an agreement, arrangement or understanding does not include the identity of the counterparty or proprietary or commercially sensitive information.*

*(iii) For the purposes of Item 3.8, any agreements, arrangements or understandings that have been disclosed under other items in this Form do not have to be disclosed under this item.*

#### **Item 4 – Consideration Paid**

*4.1 State the value, in Canadian dollars, of any consideration paid or received per security and in total.*

The common shares that are the subject of this report were acquired by the acquiror at a deemed per share price of \$0.05 for a deemed aggregate consideration of approximately \$2,668,410. See item 4.2.

4.2 *In the case of a transaction or other occurrence that did not take place on a stock exchange or other market that represents a published market for the securities, including an issuance from treasury, disclose the nature and value, in Canadian dollars, of the consideration paid or received by the acquiror.*

The common shares acquired by the acquiror that are the subject of this report were issued by the Issuer from its treasury as partial consideration for the Acquisition (see item 2.2) at a deemed per share price of \$0.05 for a deemed aggregate consideration of approximately \$2,668,410.

4.3 *If the securities were acquired or disposed of other than by purchase or sale, describe the method of acquisition or disposition.*

Not applicable.

### **Item 5 – Purpose of the Transaction**

*State the purpose or purposes of the acquiror and any joint actors for the acquisition or disposition of securities of the reporting issuer.*

In effecting the transaction giving rise to the obligation to file this report, the shares were acquired for investment purposes.

*Describe any plans or future intentions which the acquiror and any joint actors may have which relate to or would result in any of the following:*

*(a) the acquisition of additional securities of the reporting issuer, or the disposition of securities of the reporting issuer;*

The investment in the Issuer may increase or decrease by future acquisitions or dispositions of securities of the Issuer at the discretion of the acquiror, as circumstances warrant. As of the date of this Report, the acquiror has no immediate future intention to acquire additional securities of the Issuer or dispose of securities of the Issuer that he beneficially owns or over which he exercises control or direction.

The acquiror may, in the future, exercise share purchase warrants over which he exercises control or direction and, thus, acquire control or direction over additional common shares of the Issuer.

*(b) a corporate transaction, such as a merger, reorganization or liquidation, involving the reporting issuer or any of its subsidiaries;*

*(c) a sale or transfer of a material amount of the assets of the reporting issuer or any of its subsidiaries;*

*(d) a change in the board of directors or management of the reporting issuer, including any plans or intentions to change the number or term of directors or to fill any existing vacancy on the board;*

*(e) a material change in the present capitalization or dividend policy of the reporting issuer;*

*(f) a material change in the reporting issuer's business or corporate structure;*

*(g) a change in the reporting issuer's charter, bylaws or similar instruments or another action which might impede the acquisition of control of the reporting issuer by any person or company;*

*(h) a class of securities of the reporting issuer being delisted from, or ceasing to be authorized to be quoted on, a marketplace;*

*(i) the issuer ceasing to be a reporting issuer in any jurisdiction of Canada;*

*(j) a solicitation of proxies from securityholders;*

*(k) an action similar to any of those enumerated above.*

As of the date of this report, the acquiror is not aware of any plans nor has any future intentions which would relate to or result in any of items (b) through (k) of Item 5 above.

### **Item 6 – Agreements, Arrangements, Commitments or Understandings With Respect to Securities of the Reporting Issuer**

*Describe the material terms of any agreements, arrangements, commitments or understandings between the acquiror and a joint actor and among those persons and any person with respect to securities of the class of securities to which this report relates, including but not limited to the transfer or the voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, guarantees of profits, division of profits or loss, or the giving or withholding of proxies. Include such information for any of the securities that are pledged or otherwise subject to a contingency, the occurrence of which would give another person voting power or investment power over such securities, except that disclosure of standard default and similar provisions contained in loan agreements need not be included.*

Not applicable.

#### **INSTRUCTIONS:**

*(i) Agreements, arrangements or understandings that are described under Item 3 do not have to be disclosed under this item.*

*(ii) For the purposes of Item 6, the description of any agreements, arrangements, commitments or understandings does not include naming the persons with whom those agreements, arrangements, commitments or understandings have been entered into, or proprietary or commercially sensitive information.*

### **Item 7 – Change in material fact**

*If applicable, describe any change in a material fact set out in a previous report filed by the acquiror under the early warning requirements or Part 4 in respect of the reporting issuer's securities.*

Not applicable.

### **Item 8 – Exemption**

*If the acquiror relies on an exemption from requirements in securities legislation applicable to formal bids for the transaction, state the exemption being relied on and describe the facts supporting that reliance.*

Section 4.2 – Private agreement exemption of National Instrument 62-104 – *Take-Over Bids and Issuer Bids*. See item 2.2.

### **Item 9 – Certification**

*The acquiror must certify that the information is true and complete in every respect. In the case of an agent, the certification is based on the agent's best knowledge, information and belief but the acquiror is still responsible for ensuring that the information filed by the agent is true and complete.*

*This report must be signed by each person on whose behalf the report is filed or his authorized representative.*

*It is an offence to submit information that, in a material respect and at the time and in the light of the circumstances in which it is submitted, is misleading or untrue.*

## **Certificate**

*The certificate must state the following:*

I, as the acquiror, certify, or I, as the agent filing the report on behalf of an acquiror, certify to the best of my knowledge, information and belief, that the statements made in this report are true and complete in every respect.

DATED: November 14, 2017.

(signed) "John Byrne"

John Byrne