

NOTICE OF ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN that the Annual and Special Meeting of the shareholders of Great Quest Fertilizer Ltd. (the “Company”) will be held at the offices of 130 Queens Quay, Suite 1224, Toronto, Ontario, M5A 0P6 on Thursday, January 21, 2021 at 10:00 a.m. (Toronto time) (the “Meeting”) for the following purposes:

1. To receive and consider the report of the directors and the financial statements of the Company together with the auditor’s report thereon for the financial year ended December 31, 2019;
2. To appoint Crowe MacKay LLP the auditors for the ensuing year and to authorize the directors to fix the remuneration of the auditors;
3. To elect directors for the ensuing year;
4. To consider and, if thought fit, to pass, with or without variation, an ordinary resolution to approve and ratify the Company’s Stock Option Plan, subject to regulatory approvals as more fully described in the information circular accompanying this notice; and
5. To transact such other business as may properly come before the Meeting.

AS A RESULT OF THE GOVERNMENTAL PROHIBITION AGAINST GROUP GATHERINGS AND TO HELP REDUCE THE SPREAD OF COVID-19, ONLY REGISTERED SHAREHOLDERS AND/OR THEIR APPOINTEES MAY ATTEND THE MEETING IN PERSON. IN ADDITION, WE STRONGLY ENCOURAGE ALL SHAREHOLDERS TO NOT ATTEND THE MEETING IN PERSON AND TO VOTE THEIR SHARES BY COMPLETING AND RETURNING THE ENCLOSED FORM OF PROXY, AS DESCRIBED BELOW.

Shareholders and/or their appointees may participate in the Meeting by way of video conference call, however, votes cannot be cast on the video conference call. Please see the dial-in details below:

Zoom Dial In:

+1 647 558 0588 (Toronto)
+1 778 907 2071 (Vancouver)

Access (Participant) Passcode: 317593

Meeting ID: 886 6789 5075

Video Conference:

<https://us02web.zoom.us/j/88667895075?pwd=cFdwQWtSNGxpU2NGaWdNeG9LK2xhZz09>

This notice is accompanied by a form of proxy, a management information circular (the “Circular”), and the audited consolidated financial statements of the Corporation as at and for the fiscal years ended December 31, 2019 and the related management’s discussion and analysis of financial condition.



The directors of the Corporation have fixed the close of business on December 14, 2020 as the record date, being the date for the determination of the registered holders entitled to notice and to vote at the Meeting and any postponement(s) or adjournment(s) thereof.

You may vote your shares by proxy if you are unable to attend the meeting. Please review the enclosed Circular and date, sign and return the enclosed form of proxy to the Corporation's transfer agent by January 19, 2021 at 10:00 a.m. (Toronto time).

DATED this 18th day of December, 2020.

BY ORDER OF THE BOARD

"Jeddiah Richardson"

Jeddiah Richardson
President & CEO

INFORMATION CIRCULAR

(As at December 18, 2020, except as indicated)

GREAT QUEST FERTILIZER LTD. (the “**Company**”) is providing this Information Circular and a form of proxy in connection with management’s solicitation of proxies for use at the Annual and Special Meeting (the “**Meeting**”) of the Company to be held on January 21, 2021 and at any adjournments or postponements thereof. Unless the context otherwise requires, when we refer in this Information Circular to the Company, its subsidiaries are also included. The Company will conduct its solicitation by mail and officers and employees of the Company may, without receiving special compensation, also telephone or make other personal contact. The Company will pay the cost of solicitation.

MAILING OF INFORMATION CIRCULAR

This Information Circular is being mailed together with a Notice of Meeting, Request Card and Proxy or Voting Instruction Form (collectively, the “**Meeting Materials**”), in accordance with applicable laws. If you are a shareholder and you wish to receive the Company’s annual financial statements and/or interim financial statements and the accompanying management discussion and analysis thereon, please complete and return the Request Card included in the Meeting Materials. The Company is not sending the Meeting Materials using “notice-and-access” (as defined by National Instrument 54-101 *Communication with Beneficial Owners of Securities of a Reporting Issuer*) (“**NI 54-101**”).

These materials are being sent to both registered and non-registered owners of common shares (the “**Common Shares**”) of the Company. The Company or its agent has obtained information regarding non-registered owners in accordance with the applicable securities regulatory requirements from the intermediary holding on your behalf. By choosing to send these materials to you directly, the Company (and not the intermediary holding on your behalf) has assumed responsibility for (i) delivering these materials to you, and (ii) executing your proper voting instructions. Please return your voting instructions as specified in the request for voting instructions.

The Company shall make a list of all persons who are registered shareholders of the Company (“**Shareholders**”) on December 14, 2020 and the number of Common Shares registered in the name of each Shareholder on such date. Each Shareholder is entitled to one vote on each matter to be acted on at the Meeting for each Common Share registered in his or her name as it appears on the list.

Unless otherwise stated, the information contained in this Circular is as of the date hereof. All dollar amount references in this Circular, unless otherwise indicated, are expressed in Canadian dollars.

VOTING

Appointment and Revocation of Proxies

The persons named in the enclosed form of proxy are officers and/or directors of the Company. You may appoint some other person or entity to represent you at the Meeting by inserting such person’s name in the blank space provided in that form of proxy or by completing another proper form of proxy and, in either case, depositing the completed proxy at the office of the transfer agent of the Company indicated on the enclosed envelope not later than the times set out above.

In addition to revocation in any other manner permitted by law, a Shareholder may revoke a proxy given pursuant to this solicitation by depositing an instrument in writing (including another proxy bearing a later date) executed by the Shareholder or by an attorney authorized in writing at 100 University Avenue, 8th

Floor, Toronto, Ontario M5J 2Y1, at any time up to and including the last business day preceding the day of the Meeting.

Voting of Proxies

Registered Shareholders

Voting by proxy is the easiest way to vote because you can appoint anyone to be your proxyholder to attend the Meeting and vote your Common Shares according to your instructions. This person does not need to be a Shareholder. The executive officers named in the proxy form can act as your proxyholder and vote your Common Shares according to your instructions.

If you appoint the Great Quest proxyholders and do not indicate your voting instructions, they will vote your Common Shares:

- for the nominated directors;
- for the appointment of the auditors; and
- for the re-approval of the Stock Option Plan (as defined below);

If you want to appoint someone else as your proxyholder, print that person's name in the blank space provided in the proxy form (or complete another proxy form) and send the form to the Company's transfer agent. Make sure this person is aware that you appointed them as your proxyholder and that they must attend the Meeting to vote on your behalf and according to your instructions. If you do not indicate your voting instructions, your proxyholder can vote as he or she sees fit.. If you do not indicate your voting instructions, your proxyholder can vote as he or she sees fit.

At the time of printing this Circular, management is not aware of any amendments, variations or other matters to come before the Meeting. If other matters are properly brought before the meeting, your proxyholder can vote as he or she sees fit.

The transfer agent must receive the completed proxy form by 10:00 a.m. (Toronto time) on Tuesday, January, 19, 2021 or 48 hours (excluding Saturdays, Sundays or holidays) before any postponement(s) or adjournment(s) of the Meeting.

Non-Registered Shareholders

Non-registered Shareholders ("**Non-Registered Shareholders**") are those holders who beneficially own Common Shares registered in the name of an intermediary with whom the Non-Registered Shareholder deals in respect of the Common Shares, such as, banks, trust companies, securities dealers (all, an "**Intermediary**") or in the name of a clearing agency such as CDS&Co. Securities laws require the Company to send the Meeting materials to the Intermediaries and clearing agencies so they can distribute them to our Non-Registered Shareholders. These materials include the notice of the meeting, the Circular, a proxy or voting instruction form, a consent form to receive supplemental mailings, a copy of the Company's annual report if the Non-Registered Shareholder requested a copy and documents by electronic delivery.

Intermediaries and clearing agencies must forward the Meeting materials to Non-Registered Shareholders unless the Non-Registered Shareholder has waived the right to receive them. If you're a Non-Registered Shareholder and have not waived the right to receive the materials, your package includes either a voting instruction form (not signed by your intermediary), or a proxy form (signed by your intermediary).

Either form instructs your Intermediary (the registered Shareholder) to vote your Common Shares according to your instructions. Be sure to send back your completed form as soon as possible to ensure your Intermediary carries out your voting instructions.

In light of the recent coronavirus (COVID-19) outbreak and in order to protect the health and safety of our Shareholders and the broader community, the Company will make the Meeting accessible to shareholders via a teleconference. All Shareholders (including beneficial Shareholders that hold Common Shares through a broker or other intermediary) are encouraged to vote by proxy in accordance with the Company's usual procedures in advance of the Meeting to the greatest extent possible. To the extent that a Shareholder cannot vote by proxy and wishes to vote directly at the Meeting, they should advise Computershare in writing and the Company and Computershare will endeavor to accommodate such request.

VOTING SECURITIES AND PRINCIPAL HOLDERS THEREOF

The Company is authorized to issue an unlimited number of common shares without par value, of which 62,269,767 shares were issued and outstanding as at December 14, 2020. Persons who are registered shareholders at the close of business on December 14, 2020 will be entitled to receive notice of and vote at the Meeting and will be entitled to one vote for each share held. The Company has only one class of shares.

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

ELECTION OF DIRECTORS

Election of Directors

The Directors of the Company are elected at each Annual General Meeting and hold office until the next Annual General Meeting or until their successors are appointed. **The persons in the enclosed form of proxy intend to vote for the election of the Nominees. Management does not contemplate that any of the Nominees (as defined herein) will be unable to serve as a director.**

Pursuant to the Advance Notice Policy of the Company adopted by the shareholders on May 10, 2013, any additional director nominations for the Meeting must have been received by the Company in compliance with the Advance Notice Policy no later than the close of business on December 21, 2020.

The Company has an Audit Committee, a Nominating, Compensation and Governance Committee and an Environmental, Health & Safety and Social Responsibility Committee. Members of these committees are as set out below.

Management of the Company proposes to nominate each of the following persons (the "**Nominees**") for election as a Director. Information concerning such persons, as furnished by the individual nominees, is as follows:

<i>Name, Jurisdiction of Residence and Position</i>	<i>Principal Occupation or employment and, if not a previously elected Director, previous occupation(s)</i>	<i>Previous Service as a Director</i>	<i>Number of Common Shares Beneficially Owned, Controlled or Directed, Directly or Indirectly⁽⁴⁾</i>
John A. Clarke ^{(1) (2) (3)} Cardiff, United Kingdom <i>Chairman and Director</i>	Chairman of the Company; former Interim President & CEO of the Company; Consultant	Since Jun. 16, 2009	1,921,000
Gordon R. Peeling ^{(1) (2) (3)} Ottawa, ON, Canada <i>Director</i>	Consultant; former President & CEO of the Mining Association of Canada	Since Jun. 10, 2011	266,667
Jeddiah Richardson Toronto, ON, Canada <i>President, CEO and Director</i>	President and CEO of the Company	Since Apr. 10, 2010	2,682,941 ⁽⁵⁾
David A. Shaw ^{(1) (2)} Vancouver, BC, Canada <i>Director</i>	Independent Resource Consultant, Chairman of the Audit Committee of the Company	Since Dec. 16, 2010	1,000,666
Jon Karas Los Angeles, CA, USA <i>Director</i>	President and Co-Founder of Akon Legacy Ventures	Since Jan 16, 2020	Nil

(1) Member of the Audit Committee.

(2) Member of the Nominating, Compensation and Governance Committee

(3) Member of the Environmental, Health & Safety and Social Responsibility Committee

(4) Shares beneficially owned, directly or indirectly, or over which control or direction is exercised, as at May 31, 2018, based upon information furnished to the Company by individual Directors. Unless otherwise indicated, such shares are held directly.

(5) Of these shares, 1,020,000 are held indirectly in the name of J.A. Richardson Enterprises Inc., a private company controlled by Jeddiah Richardson and 1,662,941 shares are held directly in Mr. Richardson's name

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 this Information Circular, or has been, within 10 years before the date of the Information Circular, a Director, chief executive officer ("**CEO**") or chief financial officer ("**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; or

(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 and which resulted from an event that occurred while the proposed Director was acting in the capacity as Director, CEO or CFO of such company; other than John Clarke who was an officer of Banro Corporation, a New York Stock Exchange and TSX listed company, which was cease-traded on November 20, 2017 for

failing to file its interim financial statements and management's discussion and analysis for the period ended September 30, 2017. The applicable financial statements were subsequently filed and the cease trade order was lifted on May 3, 2018.

- (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) has been subject to any penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable security holder in deciding whether to vote for a proposed Director.

As of the date hereof, the following Directors of the Company hold Directorships in other reporting issuers as set out below:

Name of Director	Name of Other Reporting Issuer
Jeddiah Richardson	Trigon Metals Inc. ⁽¹⁾
David A. Shaw	Genius Metals Inc. ⁽¹⁾ Cerro de Pasco Resources ⁽²⁾ Medallion Resources Ltd. ⁽³⁾ Trigon Metals Inc. ⁽¹⁾
John A. Clarke	AVZ Minerals Limited ⁽³⁾

- 1. The shares are listed on the TSX Venture Exchange
- 2. The shares are listed on the Canadian Securities Exchange
- 3. The shares are listed on the Australian Securities Exchange

DIRECTOR & EXECUTIVE COMPENSATION

Compensation of Directors

The Board, at the recommendation of the Compensation Committee, determines the compensation payable to the directors of the Company and reviews such compensation periodically throughout the year. For their role as directors of the Company, each director of the Company who is not a Named Executive Officer (as defined herein) may, from time to time, be paid cash fees, awarded stock options under the provisions of the Stock Option Plan and/or receive cash bonuses. There are no other arrangements under which the directors of the Company who are not Named Executive Officers were compensated by the Company or its subsidiaries during the most recently completed financial year end for their services in their capacity as directors of the Company.

Compensation of Named Executive Officers

The Company's compensation philosophy for its Named Executive Officers is designed to attract well qualified individuals in what is essentially an international market by paying competitive base management fees plus short and long term incentive compensation in the form of stock options or other suitable long term incentives.

The compensation program of the Company is designed to attract, motivate, reward and retain knowledgeable and skilled executives required to achieve the Company's corporate objectives and increase shareholder value. The main objective of the compensation program is to recognize the contribution of the NEOs to the overall success and strategic growth of the Company. The compensation program is designed to reward management performance by aligning a component of the compensation with the Company's business performance and share value. The philosophy of the Company is to pay management a total compensation amount that is competitive with other junior resource companies and is consistent with the experience and responsibility level of the management. The purpose of executive compensation is to reward the executives for their contributions to the achievements of the Company on both an annual and long term basis.

The Board of Directors meets to discuss and determine executive compensation without reference to formal objectives, criteria or analysis. In making its determinations regarding the various elements of executive compensation, the Board of Directors does not benchmark its executive compensation program, but from time to time does review compensation practices of companies of similar size and stage of development to ensure the compensation paid is competitive within the Company's industry and geographic location while taking into account the financial and other resources of the Company.

The duties and responsibilities of the President and CEO are typical of those of a business entity of the Company's size in a similar business and include direct reporting responsibility to the Board, overseeing the activities of all other executive and management consultants, representing the Company, providing leadership and responsibility for achieving corporate goals and implementing corporate policies and initiatives.

Elements of Compensation

The Company's executive compensation policy consists of an annual base salary and long term incentives in the form of stock options granted under the Company's Stock Option Plan, as described below under the heading "Option-Based Awards".

The base salaries paid to officers of the Company are intended to provide fixed levels of competitive pay that reflect each officer's primary duties and responsibilities and the level of skill and experience required to successfully perform their role. The Company intends to pay base salaries to officers that are competitive with those for similar positions in the mining industry to attract and retain executive talent in the market in which the Company competes for talent. Base salaries of officers are reviewed annually by the Board of Directors.

Compensation Policies and Risk Management

The Board of Directors considers the implications of the risks associated with the Company's compensation policies and practices when determining rewards for its officers. Commencing in 2012, the Board of Directors reviews at least once annually the risks, if any, associated with the Company's compensation policies and practices at such time.

Executive compensation is comprised of short-term compensation in the form of a base salary and long-term ownership through the Company's Stock Option Plan. This structure ensures that a significant portion of executive compensation (stock options) is both long-term and "at risk" and, accordingly, is directly linked to the achievement of business results and the creation of long term shareholder value. As the benefits of such compensation, if any, are not realized by officers until a significant period of time has passed, the ability of officers to take inappropriate or excessive risks that are beneficial to their compensation at the expense of the Company and the shareholders is extremely limited. Furthermore, the short-term component of executive compensation (base salary) represents a relatively small part of the total compensation. As a result, it is unlikely an officer would take inappropriate or excessive risks at the expense of the Company or the shareholders that would be beneficial to their short-term compensation when their long-term compensation might be put at risk from their actions.

The Company has a Nominating, Compensation and Governance Committee. In determining the appropriate base salary of an executive officer, the Nominating, Compensation and Governance Committee considers the responsibilities of the individual, comparable salaries in the industry, the experience level of the individual and overall performance. Once the base salary has been established, it will be reviewed by the Nominating, Compensation and Governance Committee on an annual basis.

Due to the small size of the Company and the current level of the Company's activity, the Board of Directors is able to closely monitor and consider any risks which may be associated with the Company's compensation policies and practices. Risks, if any, may be identified and mitigated through regular Board meetings during which financial and other information of the Company are reviewed. No risks have been identified arising from the Company's compensation policies and practices that are reasonably likely to have a material adverse effect on the Company.

Hedging of Economic Risks in the Company's Securities

The Company has not adopted a policy prohibiting Directors or officers from purchasing financial instruments that are designed to hedge or offset a decrease in market value of the Company's securities granted as compensation or held, directly or indirectly, by Directors or officers. However, the Company is not aware of any Directors or officers having entered into this type of transaction.

Option-Based Awards

The Company has a rolling stock option (the "**Stock Option Plan**" or "**Plan**") to allow the Company to grant options to Directors, officers, employees, and consultants, as additional compensation, and as an opportunity to participate in the success of the Company. The granting of such options is intended to align the interests of such persons with that of the shareholders.

The Stock Option Plan was most recently approved by Shareholders at the annual and general meeting of the Company held on July 5, 2018. The Stock Option Plan to be approved at the Meeting incorporates clerical amendments to the Company's rolling stock option plan that was most recently approved by shareholders. Such amendments were solely prepared in order to align the provisions regarding the legending of shares issued pursuant to the exercise of options granted to an insider or at any discount to the market price of the Company's shares with current the policies of the TSX Venture Exchange (the "TSXV"). Under the Plan, Options are exercisable over periods of up to ten (10) years as determined by the Board of Directors of the Company and are required to have an exercise price no less than the closing market price of the Company's shares prevailing on the day that the option is granted, less applicable discount, if any, permitted by the policies of the TSXV.

The Plan authorizes the Board to grant, in its absolute discretion, stock options to directors, officers, employees or consultants on such terms, limitations, conditions and restrictions as it deems necessary and advisable.

Additional material terms of the Stock Option Plan are as follows:

- (1) The number of Shares which may be issuable under the Plan and all of the Company's other previously established or proposed share compensation arrangements, within a one-year period, and included in the maximum mentioned above:
 - (a) subject to (b) and (c) below, to any one optionee, shall not exceed 5% of the total number of issued and outstanding Shares on the grant date on a non-diluted basis, unless the Company has obtained the requisite disinterested shareholder approval;
 - (b) to Insiders as a group shall not exceed 10% of the total number of issued and outstanding Shares on the grant date on a non-diluted basis;
 - (c) to any one consultant shall not exceed 2% of the total number of issued and outstanding Shares on the grant date on a non-diluted basis; and
 - (d) to all eligible persons who undertake investor relations activities, including consultants, employees or Directors whose role and duties primarily consist of investor relations activities, shall not exceed 2% in the aggregate of the total number of issued and outstanding Shares on the grant date on a non-diluted basis.
- (2) On the death or disability of an option holder, all vested options will expire at the earlier of one year after the date of death or disability and the expiry date of such options. Where an optionee is terminated for cause, any outstanding options (whether vested or unvested) are cancelled as of the date of termination. If an optionee retires or voluntarily resigns or is otherwise terminated by the Company other than for cause, then all vested options held by such optionee will expire at the earlier of: (i) the expiry date of such options and (ii) the date which is 90 days (30 days if the optionee was engaged in investor relations activities) after the optionee ceases to be an eligible person under the Plan. The Board of Directors may, in its sole discretion if it determines such is in the best interests of the Company, extend this 90 day termination date to a later date within a reasonable period not exceeding one year.
- (3) Options are non-assignable and non-transferable (subject to options being exercisable by the optionee's heirs or administrator).
- (4) If, pursuant to the operation of the adjustment provisions in the Plan, an optionee receives

options to purchase securities of another company (the “**New Company**”) in respect of the optionee’s options (the “**Subject Options**”), such new options shall expire on the earlier of: (i) the expiry date of the Subject Options; (ii) if the optionee does not become an eligible person in respect of the New Company, the date that the Subject Options expire pursuant to the applicable provisions of the New Plan relating to expiration of options in cases of death, disability or termination of employment discussed in the preceding paragraph above (the “**Termination Provisions**”); (iii) if the optionee becomes an eligible person in respect of the New Company, the date that such new options expire pursuant to the terms of the New Company’s stock option plan that correspond to the Termination Provisions; and (iv) the date that is one year after the optionee ceases to be an eligible person in respect of the New Company or such shorter period as determined by the Board of Directors;

- (5) In accordance with good corporate governance practices and as recommended by National Policy 51-201 *Disclosure Standards*, the Company may impose black-out periods restricting the trading of its securities by Directors, officers, employees and consultants during periods surrounding the release of annual and interim financial statements and at other times when deemed necessary by management and the Board of Directors. In order to ensure that optionees are not prejudiced by the imposition of such black-out periods, the Plan includes a provision (the “**Black-Out Provision**”) to the effect that any outstanding stock options with an expiry date that falls during a management imposed black-out period or within five trading days thereafter will be automatically extended to a date that is ten trading days following the end of the black-out period.
- (6) If a change of control (as defined therein) occurs, or if the Company is subject to a take-over bid, all Shares subject to stock options shall immediately become vested and may thereupon be exercised in whole or in part by the option holder. The Board of Directors of the Company may also accelerate the expiry date of outstanding stock options in connection with a take-over bid; and
- (7) Certain adjustment provisions apply with respect to outstanding options in cases of share reorganizations, special distributions and other corporation reorganizations including a consolidation, merger, amalgamation, an arrangement or other transaction under which the business or assets of the Company become, collectively, the business and assets of two or more companies with the same shareholder group upon the distribution to the Company’s shareholders, or the exchange with the Company’s shareholders, of securities of the Company or securities of another company, or a transaction whereby all or substantially all of the Company’s undertaking and assets become the property of another corporation.

Compensation Governance

The Nominating, Compensation and Governance Committee reviews, on an annual basis, the cash compensation, option-based awards, performance and overall compensation package for each NEO. The Nominating, Compensation and Governance Committee then presents its findings and any recommendations to the Board for consideration and, if acceptable to the Board, for approval. The Nominating, Compensation and Governance Committee recognizes the need to provide a total compensation package that will attract and retain qualified and experienced executives as well as align the compensation level of each of the NEOs.

Options are granted at the discretion of the Board of Directors, which considers factors such as how other junior exploration companies grant options and the potential value that each optionee is contributing to the Company. The number of options granted to an individual, as well as vesting periods, are based on such considerations.

Summary Compensation Table

The following table summarizes the compensation paid during the two most recently completed financial years in respect of the individuals who were carrying out the role of the Chief Executive Officer (“CEO”) of the Company, Chief Financial Officer (“CFO”) of the Company and Chief Operating Officer (“COO”) of the Company (collectively, the “Named Executive Officers or “NEOs”) and each of the directors of the Company. The CEO, CFO and COO are the only Named Executive Officers of the Company as the Company does not employ any other individuals whose total compensation is greater than \$150,000. **TABLE OF COMPENSATION EXCLUDING COMPENSATION SECURITIES**

Name and position	Year	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites (\$)	Value of all other compensation (\$)	Total compensation (\$)
Jeddiah Richardson <i>President, CEO & Director</i> ⁽¹⁾	2019	121,500	Nil	Nil	Nil	Nil	121,500
	2018	120,000	Nil	Nil	Nil	Nil	120,000
Paul Bozoki <i>CFO</i> ⁽²⁾	2019	Nil	Nil	Nil	Nil	Nil	Nil
	2018	Nil	Nil	Nil	Nil	Nil	Nil
John Clarke <i>Director</i>	2019	Nil	Nil	Nil	Nil	Nil	Nil
	2018	Nil	Nil	Nil	Nil	Nil	Nil
David Shaw <i>Director</i>	2019	Nil	Nil	Nil	Nil	Nil	Nil
	2018	Nil	Nil	Nil	Nil	Nil	Nil
Gordon Peeling <i>Director</i>	2019	Nil	Nil	Nil	Nil	Nil	Nil
	2018	Nil	Nil	Nil	Nil	Nil	Nil
Jon Karas <i>Director</i>	2019	Nil	Nil	Nil	Nil	Nil	Nil
	2018	Nil	Nil	Nil	Nil	Nil	Nil
Jayram Hosanee <i>Former CFO</i> ⁽²⁾	2019	173,000	Nil	Nil	Nil	Nil	173,000
	2018	125,000	Nil	Nil	Nil	Nil	125,000
Mohammed Bouhsane <i>COO</i> ⁽³⁾	2019	103,850	Nil	Nil	Nil	Nil	103,850
	2018	100,000	Nil	Nil	Nil	Nil	100,000
Salma Seetaroo <i>Former Director</i> ⁽⁴⁾	2019	\$45,664	Nil	Nil	Nil	Nil	\$45,664
	2018	\$25,929	Nil	Nil	Nil	Nil	\$25,929

Bruce McKean <i>Former Director</i> ⁽⁴⁾	2019	Nil	Nil	Nil	Nil	Nil	Nil
	2018	Nil	Nil	Nil	Nil	Nil	Nil

Notes:

- (1) Consulting fees were paid to J.A. Richardson Enterprises Inc., a private company controlled by Mr. Jeddiah Richardson. See “Management Contracts”
- (2) Mr. Bozoki joined the Company as CFO on March 30, 2020 following Mr. Hosanee’s resignation as CFO of the Corporation on March 30, 2020.
- (3) Consulting fees were paid to Majilias Inc., a private company controlled by Mr. Mohammed Bouhsane. See “Management Contracts”.
- (4) Ms. Seetaroo and Mr. McKean resigned as directors of the Corporation on January 16, 2020.

Stock Options and Other Compensation Securities

The following table sets out all compensation securities granted or issued to each Named Executive Officer and director by the Company for services provided or to be provided, directly or indirectly, to the Company in the most recently completed financial year.

Compensation Securities							
Name and position	Type of compensation security	Number of compensation securities, number of underlying securities, and percentage of class	Date of issue or grant	Issue, conversion or exercise price (\$)	Closing price of security or underlying security on date of grant (\$)	Closing price of security or underlying security at year end (\$)	Expiry Date
Jeddiah Richardson President, CEO & <i>Director</i> ⁽¹⁾	Stock Options	Nil	N/A	N/A	N/A	N/A	N/A
Paul Bozoki <i>CFO</i> ⁽⁵⁾	Stock Options	Nil	N/A	N/A	N/A	N/A	N/A
John Clarke <i>Director</i> ⁽²⁾	Stock Options	Nil	N/A	N/A	N/A	N/A	N/A
David Shaw <i>Director</i> ⁽³⁾	Stock Options	Nil	N/A	N/A	N/A	N/A	N/A
Gordon Peeling <i>Director</i> ⁽⁴⁾	Stock Options	Nil	N/A	N/A	N/A	N/A	N/A
Jon Karas <i>Director</i> ⁽⁸⁾	Stock Options	Nil	N/A	N/A	N/A	N/A	N/A

Jayram Hosanee <i>Former CFO</i> ⁽⁵⁾	Stock Options	Nil	N/A	N/A	N/A	N/A	N/A
Mohammed Bouhsane <i>COO</i> ⁽⁶⁾	Stock Options	Nil	N/A	N/A	N/A	N/A	N/A
Salma Seetaroo <i>Former Director</i> ⁽⁷⁾	Stock Options	Nil	N/A	N/A	N/A	N/A	N/A
Bruce McKean <i>Former Director</i> ⁽⁹⁾	Stock Options	Nil	N/A	N/A	N/A	N/A	N/A

Notes:

- (1) As at December 31, 2019, Mr. Richardson held 100,000 stock options with a strike price of \$0.30 and expiring on June 6, 2021, 150,000 stock options with a strike price of \$0.30 and expiring on June 12, 2022 and 250,000 stock options with a strike price of \$0.10 and expiring on September 13, 2023.
- (2) As at December 31, 2019, Mr. Clarke held 100,000 stock options with a strike price of \$0.30 and expiring on June 6, 2021, 200,000 stock options with a strike price of \$0.30 and expiring on June 12, 2022 and 250,000 stock options with a strike price of \$0.10 and expiring on September 13, 2023.
- (3) As at December 31, 2019, Mr. Shaw held 100,000 stock options with a strike price of \$0.30 and expiring on June 6, 2021, 200,000 stock options with a strike price of \$0.30 and expiring on June 12, 2022 and 250,000 stock options with a strike price of \$0.10 and expiring on September 13, 2023.
- (4) As at December 31, 2019, Mr. Peeling held 400,000 stock options with a strike price of \$0.30 and expiring on June 6, 2021, 200,000 stock options with a strike price of \$0.30 and expiring on June 12, 2022 and 250,000 stock options with a strike price of \$0.10 and expiring on September 13, 2023.
- (5) As at December 31, 2019, Mr. Hosanee held 150,000 stock options with a strike price of \$0.30 and expiring on June 6, 2021, 150,000 stock options with a strike price of \$0.30 and expiring on June 12, 2022 and 200,000 stock options with a strike price of \$0.10 and expiring on September 13, 2023. Mr. Hosanee resigned as CFO on March 30, 2020 and was replaced by Paul Bozoki. All of Mr. Hosanee's options have been forfeited due to his departure.
- (6) As at December 31, 2019, Mr. Bouhsane held 100,000 stock options with a strike price of \$0.30 and expiring on June 6, 2021, 150,000 stock options with a strike price of \$0.30 and expiring on June 12, 2022 and 200,000 stock options with a strike price of \$0.10 and expiring on September 13, 2023.
- (7) As at December 31, 2019, Ms. Seetaroo held 400,000 stock options with a strike price of \$0.10 and expiring on September 13, 2023. Ms. Seetaroo resigned as a director on January 16, 2020. All of Ms. Seetaroo's options were forfeited following her resignation.
- (8) Mr. Karas was appointed as a director on January 16, 2020 and has no options.
- (9) As at December 31, 2019, Mr. McKean held 250,000 stock options with a strike price of \$0.10 and expiring on September 13, 2023. Mr. McKean resigned as a director on January 16, 2020. All of Mr. McKean's options were forfeited following his resignation.

Exercise of Stock Options

No Named Executive Officer or director of the Company exercised stock options or compensation securities in the most recently completed financial year.

Stock Option Plans and Other Incentive Plans

Options are granted pursuant to the Company's Stock Option Plan and in accordance with the rules of the Exchange. The Stock Option Plan is administered by the Board, upon the recommendations of the Compensation and Governance Committee.

The table below sets out the outstanding options under the Stock Option Plan, being the Company's only compensation plan under which Common Shares are authorized for issuance, as of December 31, 2019.

	Number of securities to be issued upon exercise of outstanding options	Weighted-average exercise price of outstanding options	Number of securities remaining available under equity compensation plans (excluding securities reflected in column (a)) as of December 31, 2019
Plan Category	(a)	(b)	(c)
Equity compensation plans approved by security holders	4,255,000	\$0.21	1,971,976
Equity compensation plans not approved by security holders	Nil	Nil	Nil
TOTAL	4,255,000	\$0.21	1,971,976

Pension Plan Benefits

The Company does not have a pension plan that provides for payments or benefits to the Named Executive Officers at, following, or in connection with retirement.

Majilias Agreement

On January 1, 2016, the Company entered into a Consulting Agreement with Majilias Inc. (the “**Majilias Agreement**”), a private company controlled by Mohammed Bouhsane, the Chief Operating Officer which replaced a previous employment agreement between the Company and Mohammed Bouhsane. The Majilias Agreement which expires on December 31, 2018, provides that the Company may terminate this Majilias Agreement with cause (as therein defined) at any time upon written notice of termination. If the Majilias Agreement is terminated without cause, the Company shall pay to the Consultant (as therein defined), a lump sum equal to the fee for the remaining period of the contract or six months, whichever is lesser. The Consultant may terminate this Majilias Agreement upon 90 days written notice or less by mutual written agreement to the Company.

In the event of a Change of Control (as defined below), all unvested stock options granted to Mr. Bouhsane, shall immediately vest and Mr. Bouhsane shall have 90 days from the event of the Change of Control to exercise any options granted to him. If a Change of Control occurs, and within 12 months after the occurrence of a Change of Control, either the Consultant or the Company terminates the Majilias Agreement without Cause (as therein defined), the Consultant shall be entitled to receive a lump sum amount equal to the base compensation for the remaining term.

For the purposes of the Majilias Agreement, “Change of Control”, means the acquisition by any person or by any person and a person “acting jointly or in concert with” such person, as defined in the Multilateral Instrument 62-104 *Take-Over Bids and Issuer Bids Instruments*, whether directly or indirectly, of voting securities which when added to all other voting securities of the Company at the time held by such person or by such person and a person “acting jointly or in concert with” another person, totals for the first time not less than 50% of the outstanding voting securities of the Company or the votes attached to those securities are sufficient, if exercised, to elect a majority of the Board of Directors of the Company.

Had the Majilias Agreement been terminated by the Company on December 31, 2019 (the last business day of the Company's most recently completed financial year), Majilias Inc. would have been entitled to be paid approximately \$50,000.

Richardson Agreement

On February 1, 2013, the Company entered into a Consulting Contractor Agreement with J.A. Richardson Enterprises Inc. (the "**Richardson Agreement**"), a private company controlled by Jeddiah Richardson, the President and CEO of the Company. If the Richardson Agreement is terminated without Cause (as therein defined), the Company shall pay to the Consultant, a lump sum payment amount equal in fees based on a period of:

- (i) six months, if the notification of termination is given within two years from the effective date of the agreement;
- (ii) nine months, if the notification of termination is given after two years and before the end of four years of the effective date of the agreement; and
- (iii) twelve months if the notification of termination is given after four years of effective date of the agreement, plus

repayment of any accrued fees and reimbursement of any approved outstanding expense account amounts. The Consultant may terminate this Richardson Agreement upon 90 days written notice or less by mutual written agreement to the Company.

In the event of Change of Control (as defined below), all unvested stock options granted shall immediately vest and Mr. Jeddiah Richardson shall have 90 days from the Change of Control date to exercise any stock options granted to him. Furthermore, if a Change of Control occurs:

- (i) within four years of the effective date of the agreement, and within 12 months after the occurrence of a Change of Control, the Company terminates this Richardson Agreement without Cause, then the Consultant shall be entitled to receive a lump sum amount equal to the Fee for 12 months; and
- (ii) after more than four years of the effective date of the agreement, and within 12 months after the occurrence of a Change of Control, the Company terminates this Richardson Agreement without Cause, then the Consultant shall be entitled to receive a lump sum amount equal to the Fee for 24 months.

For the purposes of the Richardson Agreement, a Change of Control means the acquisition by any person or by any person and a person "acting jointly or in concert with" such person, as defined in the Multilateral Instrument 62-104 Take-Over Bids and Issuer Bids Instruments ("MI 62-104"), whether directly or indirectly, of voting securities which when added to all other voting securities of the Company at the time held by such person or by such person and a person "acting jointly or in concert with" another person, totals for the first time not less than 50% of the outstanding voting securities of the Company or the votes attached to those securities are sufficient, if exercised, to elect a majority of the Board of Directors of the Company.

Had the Richardson Agreement been terminated by the Company on December 31, 2019 (the last business day of the Company's most recently completed financial year), J.A. Richardson Enterprises Inc. would have been entitled to be paid approximately \$120,000.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

As at December 31, 2019 there was no indebtedness outstanding of any current or former Director, executive officer or employee of the Company or its subsidiaries which is owing to the Company or its subsidiaries or to another entity which is the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or its subsidiaries, entered into in connection with a purchase of securities or otherwise.

No individual who is, or at any time during the most recently completed financial year was, a Director or executive officer of the Company, no proposed nominee for election as a Director of the Company and no associate of such persons:

- (i) is or at any time since the beginning of the most recently completed financial year has been, indebted to the Company or its subsidiaries; or
- (ii) whose indebtedness to another entity is, or at any time since the beginning of the most recently completed financial year has been, the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or its subsidiaries,

in relation to a securities purchase program or other program.

INTEREST OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON

Except as set out herein, no person who has been a Director or executive officer of the Company at any time since the beginning of the Company's last financial year, no proposed nominee of management of the Company for election as a Director of the Company and no associate or affiliate of the foregoing persons, has any material interest, direct or indirect, by way of beneficial ownership or otherwise, in matters to be acted upon at the Meeting other than the election of Directors.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

No informed person or proposed Director of the Company and no associate or affiliate of the foregoing persons has or 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 in either such case has materially affected or would materially affect the Company or its subsidiaries.

APPOINTMENT OF AUDITORS

Crowe Mackay LLP, Chartered Accountants, of Vancouver, British Columbia are the auditors of the Company. Unless otherwise instructed, the proxies given pursuant to this solicitation will be voted for the re-appointment of Crowe Mackay LLP as the auditors of the Company to hold office for the ensuing year.

MANAGEMENT CONTRACTS

No management functions of the Company or its subsidiaries are performed to any substantial degree by a person other than the Directors or executive officers of the Company or its subsidiaries.

CORPORATE GOVERNANCE DISCLOSURE

National Policy 58-201 *Corporate Governance Guidelines* establishes corporate governance guidelines which apply to all public companies. The Company has reviewed its own corporate governance practices in light of these guidelines. In certain cases, the Company's practices 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 certain guidelines have not been adopted. National Instrument 58-101 *Disclosure of Corporate Governance Practices* mandates disclosure of corporate governance practices, which is set out below.

Independence of Members of Board

The Company's Board currently consists of five Directors, three of whom are independent based upon the tests for independence set forth in National Instrument 52-110 *Audit Committees ("NI 52-110")*. The members who are independent are David Shaw, Jon Karas and Gordon Peeling. These Directors are independent as they have no direct or indirect material relationship with the Company.

Mr. John Clarke is not independent as he is the Chairman of the Company. Mr. Jeddiah Richardson is not independent as he is President and CEO of the Company.

Management Supervision by Board

The operations of the Company do not support a large board of directors and the Board has determined that the constitution of the Board is appropriate for the Company's current stage of development. Independent supervision of management is accomplished through choosing management who demonstrate a high level of integrity and ability and having strong independent Board members. The independent Directors are, however, able to meet at any time without any members of management, including the non-independent Directors, being present. The independent Directors also have access to the Company's legal counsel and its officers.

Risk Management

The Board of Directors is responsible for adoption of a strategic planning process, identification of principal risks and implementing risk management systems, succession planning and the continuous disclosure requirements of the Company under applicable securities laws and regulations.

The Audit Committee is responsible for the risk management items set out in the Audit Committee charter, as described below under the heading "Audit Committee".

Participation of Directors in Other Reporting Issuers

The participation of the Directors in other reporting issuers is described in the table provided under "Election of Directors" in this Information Circular.

Orientation and Continuing Education

While the Company does not have formal orientation and training programs, new Board members are provided with:

- information respecting the functioning of the Board of Directors, committees and copies of the Company's corporate governance policies;
- access to recent, publicly filed documents of the Company, internal documents and technical reports and the Company's internal financial information;
- access to management and technical experts and consultants; and
- a summary of significant corporate and securities responsibilities.

Board members are encouraged to communicate with management, auditors and technical consultants; to keep themselves current with Company operations, industry trends and developments and changes in legislation and the international business environment of the Company. With management's assistance, Board members are encouraged to attend related industry seminars and visit the Company's operations. Board members have full access to the Company's records.

Ethical Business Conduct

The Board views good corporate governance as an integral component to the success of the Company and to meet responsibilities to shareholders. The Board has adopted a Code of Conduct and has instructed its management and employees to abide by the Code. The Company follows industry initiatives with respect to corporate social responsibility (CSR) and contributes to local endeavors in the regions in which it operates.

Nomination of Directors

The Board has responsibility for identifying potential Board candidates. The Board assesses potential Board candidates to fill perceived needs on the Board for required skills, expertise, independence and other factors. Members of the Board and representatives of the mineral exploration industry are consulted for recommendations on possible candidates.

Compensation of Directors and the CEO

John Clarke and the independent Directors, Gordon Peeling and David Shaw, serve on the Nominating, Compensation and Governance Committee, which has prime responsibility for determining compensation for the Directors and senior management.

To determine compensation, the Nominating, Compensation and Governance Committee reviews compensation paid to executives and Directors of companies of similar size and stage of development in the mineral exploration industry and determines an appropriate compensation reflecting the need to provide incentive and compensation for the time and effort expended by the Directors and senior management, while taking into account the financial and other resources of the Company. In setting the compensation, the Nominating, Compensation and Governance Committee annually reviews the performance of the President and CEO in light of the Company's objectives and considers other factors that may have impacted the success of the Company in achieving its objectives.

Board Committees

Other than the Audit Committee, the Board has determined that the standing committees at this stage of the Company's development are:

Committee	Members
Nominating, Compensation and Governance	John Clarke(Chair) Gordon Peeling David Shaw
Environmental, Health & Safety and Social Responsibility	Gordon Peeling (Chair) John A. Clarke David Shaw

Assessments

The Board does not consider that formal assessments would be useful at this stage of the Company's development. The Board conducts informal annual assessments of its effectiveness, the individual Directors and each of its committees. To assist in its review, the Board conducts informal surveys of its Directors, requests an annual report from the Nominating, Compensation and Governance Committee on its assessment of the functioning of the Board and reports from each committee respecting its own

effectiveness. As part of the assessments, the Board or the individual committee may review their respective mandate or charter and conduct reviews of applicable corporate policies.

Nominating, Compensation and Governance Committee

The Nominating, Compensation and Governance Committee has adopted a formal written mandate to provide its members with minimum guidelines to assist the Nominating, Compensation and Governance Committee with fulfilling its responsibilities. The main duties of the Nominating, Compensation and Governance Committee include:

- to annually evaluate the performance of the President and CEO of the Company;
- to annually review the compensation of the President and CEO of the Company, including annual, long-term and other compensation;
- to annually review the compensation of senior management, other executive officers and key employees of the Company, including annual, long-term and other compensation;
- to annually review the compensation of Directors in light of risks and responsibilities;
- to consider the implementation of short and long-term incentive plans proposed by management, to make recommendations to the Board with respect to the same and to annually review such plans after their implementation; and
- to annually review any other benefit plans proposed by management and to make recommendations to the Board with respect to their implementation.
- the Company's response to applicable rules, policies and guidelines respecting corporate governance matters;
- assessing the effectiveness of the Board as a whole, the committees of the Board and the contribution of individual Directors on a periodic basis, which will include monitoring the quality of the relationship between management and the Board and recommending any improvements, if necessary;
- ensuring that, where necessary, appropriate structures and procedures are in place to ensure that the Board can function independently of management;
- preparing or reviewing any disclosure that must be made or approved by the Board that relates to corporate governance matters;
- periodically examining the size of the Board, with a view to determining the impact of the number of Directors upon effectiveness, and making recommendations where appropriate to the Board as to any programs the committee determines to be appropriate to reduce or increase the number of Directors to a number which facilitates more effective decision making;
- to conduct a periodic review of the Company's Directors' and officers' insurance and the adequacy of coverage and monetary limits thereof;
- developing, with the assistance of management, an orientation and education program for new recruits to the Board, where necessary;
- considering questions as to the appropriateness of a Director engaging an outside advisor at the expense of the Company in the circumstances required by applicable policies of the Board; and proposing new nominees, when deemed appropriate, for appointment or election to the Board, and for assessing Directors on an ongoing basis.

Environmental, Health & Safety and Social Responsibility Committee

The Environmental, Health & Safety and Social Responsibility Committee is responsible for overseeing and directing the Company's approach to environmental objectives and targets and protecting the health and safety of its workers, and is responsible for the following specific matters:

- assist senior management to draft an environmental health and safety (“EHS”) policy for approval by the Board of Directors, and to review the policy on an annual basis and recommend updates as necessary;
- to work with senior management to develop and approve specific EHS objectives and targets, and to monitor achievement thereof;
- to commission and review reports from management concerning compliance with governmental orders or conduct of litigation or other proceedings relating to environmental, health and safety matters;
- to commission and review reports from management concerning the nature of the Company’s contingency plans and any tests to determine the effectiveness thereof;
- to meet with management to discuss EHS issues generally and to review with management the budgetary and personnel resources allocated to various aspects of EHS matters;
- to review with management, outside consultants and legal advisors, the environmental, health and safety implications of major corporate undertakings such as the exploration and development of its properties and the acquisition or expansion of facilities or the decommissioning of facilities on its properties;
- to conduct a periodic review of the Company’s environmental and health and safety insurance and the adequacy of coverage and monetary limits thereof; and
- to monitor the relationship with regulatory authorities and others outside the Company (including neighboring property owners and shareholders) on environmental issues.

Audit Committee

The Audit Committee’s Charter

Mandate

The primary function of the Audit Committee (the “**Committee**”) is to assist the Board of Directors in fulfilling its financial oversight responsibilities by reviewing the financial reports and other financial information provided by the Company to regulatory authorities and shareholders, the Company’s systems of internal controls regarding finance and accounting and the Company’s auditing, accounting and financial reporting processes. Consistent with this function, the Committee will encourage continuous improvement of, and should foster adherence to, the Company’s policies, procedures and practices at all levels. The Committee’s primary duties and responsibilities are to:

- Serve as an independent and objective party to monitor the Company’s financial reporting and internal control system and review the Company’s financial statements.
- Review and appraise the performance of the Company’s external auditors.
- Provide an open avenue of communication among the Company’s auditors, financial and senior management and the Board of Directors.

Please see Schedule “B” for the Audit Committee Charter.

Composition

The Committee shall be comprised of three Directors as determined by the Board of Directors, the majority of whom shall be free from any relationship that, in the opinion of the Board of Directors, would interfere with the exercise of his or her independent judgment as a member of the Committee.

At least one member of the Committee shall have accounting or related financial management expertise. All members of the Committee that are not financially literate will work towards becoming financially literate to obtain a working familiarity with basic finance and accounting practices.

For the purposes of the Company's Charter, the definition of "financially literate" is the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can presumably be expected to be raised by the Company's financial statements.

The members of the Committee shall be elected by the Board of Directors at its first meeting following the annual shareholders' meeting. Unless a Chair is elected by the full Board of Directors, the members of the Committee may designate a Chair by a majority vote of the full Committee membership.

Meetings

The Committee shall meet at least twice annually, or more frequently as circumstances dictate. As part of its job to foster open communication, the Committee meets, at least annually, with the CFO and the external auditors in separate sessions.

Responsibilities and Duties

To fulfill its responsibilities and duties, the Committee shall:

Documents/Reports Review

- (a) Review and update this Charter annually.
- (b) Review the Company's financial statements, MD&A and any annual and interim earnings, press releases before the Company publicly discloses this information and any reports or other financial information (including quarterly financial statements), which are submitted to any governmental body, or to the public, including any certification, report, opinion, or review rendered by the external auditors.

External Auditors

- (a) Review annually, the performance of the external auditors who shall be ultimately accountable to the Board of Directors and the Committee as representatives of the shareholders of the Company.
- (b) Obtain annually, a formal written statement of external auditors setting forth all relationships between the external auditors and the Company, consistent with Independence Standards Board Standard 1.
- (c) Review and discuss with the external auditors any disclosed relationships or services that may impact the objectivity and independence of the external auditors.
- (d) Take, or recommend that the full Board of Directors take, appropriate action to oversee the independence of the external auditors.
- (e) Recommend to the Board of Directors the selection and, where applicable, the replacement of the external auditors nominated annually for shareholder approval.
- (f) At each meeting, consult with the external auditors, without the presence of management, about the quality of the Company's accounting principles, internal controls and the completeness and accuracy of the Company's financial statements.

- (g) Review and approve the Company's hiring policies regarding partners, employees and former partners and employees of the present and former external auditors of the Company.
- (h) Review with management and the external auditors the audit plan for the year-end financial statements and intended template for such statements.
- (i) Review and pre-approve all audit and audit-related services and the fees and other compensation related thereto, and any non-audit services, provided by the Company's external auditors. The pre-approval requirement is waived with respect to the provision of non-audit services if:
 - i. the aggregate amount of all such non-audit services provided to the Company constitutes not more than five percent of the total amount of revenues paid by the Company to its external auditors during the fiscal year in which the non-audit services are provided;
 - ii. such services were not recognized by the Company at the time of the engagement to be non-audit services; and
 - iii. such services are promptly brought to the attention of the Committee by the Company and approved prior to the completion of the audit by the Committee or by one or more members of the Committee who are members of the Board of Directors to whom authority to grant such approvals has been delegated by the Committee.
- (j) Provided the pre-approval of the non-audit services is presented to the Committee's first scheduled meeting following such approval such authority may be delegated by the Committee to one or more independent members of the Committee.

Financial Reporting Processes

- (a) In consultation with the external auditors, review with management the integrity of the Company's financial reporting process, both internal and external.
- (b) Consider the external auditors' judgments about the quality and appropriateness of the Company's accounting principles as applied in its financial reporting.
- (c) Consider and approve, if appropriate, changes to the Company's auditing and accounting principles and practices as suggested by the external auditors and management.
- (d) Review significant judgments made by management in the preparation of the financial statements and the view of the external auditors as to appropriateness of such judgments.
- (e) Following completion of the annual audit, review separately with management and the external auditors any significant difficulties encountered during the course of the audit, including any restrictions on the scope of work or access to required information.
- (f) Review any significant disagreement among management and the external auditors in connection with the preparation of the financial statements.
- (g) Review with the external auditors and management the extent to which changes and improvements in financial or accounting practices have been implemented.
- (h) Review any complaints or concerns about any questionable accounting, internal accounting controls or auditing matters.
- (i) Review certification process.
- (j) Establish a procedure for the confidential, anonymous submission by employees of the Company of concerns regarding questionable accounting or auditing matters.

Risk Management

The Committee shall meet:

1. To review, at least annually, and more frequently if necessary, the Company's policies for risk assessment and risk management (the identification, monitoring, and mitigation of risks).
2. To inquire of management and the independent auditor about significant business, political, financial and control risks or exposure to such risk.
3. To request the external auditor's opinion of management's assessment of significant risks facing the Company and how effectively they are being managed or controlled.
4. To assess the effectiveness of the over-all process for identifying principal business risks and report thereon to the Board.

Other

Review any related-party transactions.

Composition of the Audit Committee

The following are the members of the Committee as at the date hereof:

David A. Shaw (Chair)	Independent ⁽¹⁾	Financially literate ⁽¹⁾
John Clarke	Not independent ⁽¹⁾	Financially literate ⁽¹⁾
Gordon Peeling	Independent ⁽¹⁾	Financially literate ⁽¹⁾

⁽¹⁾As defined by NI 52-110.

Audit Committee Member Education and Experience

David A. Shaw - Since completing his doctorate 30 years ago, Mr. Shaw has worked both in the technical and financial communities within the resource industry. Seven years were spent with Chevron Resources in Calgary and Vancouver, employed initially as an in-house structural geology consultant on both metal and hydrocarbon exploration programs and then as a member of a hydrocarbon project financial evaluation team. Upon leaving Chevron, he initiated and developed the Resource Research Group at Charlton Securities Ltd., Calgary before assuming the position of Senior Mining Analyst, Corporate Finance, at Yorkton Securities Inc. in Vancouver. Throughout Mr. Shaw's career, he has built strong relationships with European financial institutions and the global mining community with valuable experience in West Africa.

John Clarke is a former President and CEO of Banro Corporation. He has considerable experience in mineral exploration, corporate acquisition and development in the gold mining sector in Africa. Mr. Clarke has held roles as President/CEO and Vice-Chairman of Nevsun Resources and, prior to joining Nevsun, he was Executive Director of Ashanti Goldfields Company Limited of Ghana. He has been the Director of several companies which had exploration and development activities in Africa. Mr. Clarke holds a B.Sc. in metallurgy from University College Cardiff, a Ph.D. in metallurgy from Cambridge University and an MBA from Middlesex Polytechnic. Mr. Clarke is non-independent by reason of his position as chairman of the board of directors.

Gordon Peeling was the President of the Mining Association of Canada (“**MAC**”) from 1997 to 2011 and brings more than 30 years of mining experience in both the public and private sectors. Prior to MAC, he served as Vice President at the International Council on Metals and the Environment and Director General at both the Mineral Commodities Branch and Mineral Strategy Branch at Natural Resources Canada. Gordon has a B.Sc. (Geology) degree from Queen’s University and an M.Sc. (Geology) and a B.A. (Economics) from Carleton University.

Audit Committee Oversight

At no time since the commencement of the Company’s most recently completed financial year was a recommendation of the Committee to nominate or compensate an external auditor not adopted by the Board of Directors.

Reliance on Certain Exemptions

At no time since the commencement of the Company’s most recently completed financial year has the Company relied on the exemption in Section 2.4 of NI 52-110 (*De Minimis Non-audit Services*), or an exemption from NI 52-110, in whole or in part, granted under Part 8 of NI 52-110. The Company is relying upon the exemption in Section 6.1 of NI 52-110 from the requirements of Parts 3 (*Composition of the Audit Committee*) and 5 (*Reporting Obligations*).

Pre-Approval Policies and Procedures

The Committee has adopted specific policies and procedures for the engagement of non-audit services as described above under the heading “External Auditors”.

External Auditors Service Fees (By Category)

The aggregate fees billed by the Company’s external auditors in each of the last two fiscal years for audit fees are as follows:

<i>Financial Year Ending</i>	<i>Audit Fees</i>	<i>Audit Related Fees</i>	<i>Tax Fees</i>	<i>All Other Fees</i>
December 31, 2019	\$18,500	Nil	\$2,600	Nil
December 31, 2018	\$25,000	Nil	\$2,500	Nil

Expectations of Management

The Board expects management to operate the business of the Company in a manner that enhances shareholder value and is consistent with the highest level of integrity. Management is expected to execute the Company’s business plan and to meet performance goals and objectives.

PARTICULARS OF MATTERS TO BE ACTED UPON

1. Financial Statements and Auditors Report

The Board has approved the audited financial statements for the fiscal year ended December 31, 2019, together with the auditor's report thereon, copies of which have been sent to those shareholders who have requested receipt of same. Copies of these materials are available on SEDAR at www.sedar.com.

2. Re-Appointment of Auditors

Shareholders will be asked to vote for the re-appointment of Crowe Mackay LLP, Chartered Accountants, as auditors of the Company to hold office until the next annual general meeting of the Company's shareholders.

3. Election of Directors

See "Election of Directors" for details of management's nominees for election as Directors of the Company for the ensuing year.

4. Approval and Ratification of Stock Option Plan

Under the policies of the TSXV, a rolling stock option plan must be approved and ratified by shareholders on an annual basis.

As described above under "Option-Based Awards", the Board of Directors has approved the adoption of the Stock Option Plan, which is substantially the same as the previously adopted Stock Option Plan.

A description of the material terms of the Stock Option Plan is provided above under the heading "Option-Based Awards". Further details with regard to stock options in relation to the NEOs as at the most recently completed financial year is provided under the heading "Outstanding Share-Based Awards and Option-Based Awards".

All existing and outstanding options will count against the number of shares reserved for issuance under the Stock Option Plan as long as such options remain outstanding and will continue to be governed by the Stock Option Plan following shareholder approval at the Meeting.

The full text of the Stock Option Plan is available for viewing during normal business hours up to the date of Meeting at the Company's registered office at 10th Floor, 595 Howe Street, Vancouver, BC, V6C 2T5.

At the Meeting, shareholders will be asked to pass an ordinary resolution to approve and ratify the Stock Option Plan. All shareholders present at the Meeting, whether in person or by proxy, will be entitled to vote on the following resolution:

"UPON MOTION IT WAS RESOLVED that:

- (1) the Company approve and ratify, subject to regulatory approval, the Stock Option Plan as described in the Company's management information circular dated December 18, 2020; and
- (2) any one officer or director of the Company is hereby authorized to execute and deliver all such documents and do all such acts and things as may be deemed

advisable in such individual's discretion for the purpose of giving effect to this resolution."

The Board of Directors believes the approval and ratification of the Stock Option Plan as described above is in the best interests of the Company and recommends that shareholders vote in favour of the ordinary resolution approving and ratifying the Stock Option Plan. In order to be passed, a majority of the votes cast at the Meeting or in person or by proxy must be voted in favour of the resolution. Unless such authority is withheld, the persons named in the enclosed Proxy intend to vote for the approval of the 2018 Stock Option Plan.

ADDITIONAL INFORMATION

Additional information relating to the Company is on SEDAR at www.sedar.com. Shareholders may contact the Company at 10th Floor, 595 Howe Street, Vancouver, British Columbia V6C 2T5, to request copies of the Company's financial statements and MD&A.

Financial information is provided in the Company's comparative financial statements and MD&A for its most recently completed financial year which are filed on SEDAR.

OTHER MATTERS

Management of the Company is not aware of any other matter to come before the Meeting other than as set forth in the notice of Meeting. If any other matter properly comes before the Meeting, it is the intention of the persons named in the enclosed form of proxy to vote the shares represented thereby in accordance with their best judgment on such matter.

DATED this 18th day of December, 2020

APPROVED BY THE BOARD OF DIRECTORS

Signed "John Clarke"

John Clarke, Chairman

GREAT QUEST FERTILIZER LTD.

STOCK OPTION PLAN

1. PURPOSE OF THE PLAN

The Company hereby establishes a stock option plan for Directors, Senior Officers, Employees, Management Company Employees and Consultants (as such terms are defined below) of the Company and its subsidiaries (collectively “**Eligible Persons**”), to be known as the “Stock Option Plan” (the “**Plan**”). The purpose of the Plan is to give to Eligible Persons, as additional compensation, the opportunity to participate in the success of the Company by granting to such individuals options, exercisable over periods of up to ten (10) years as determined by the board of directors of the Company, to buy shares of the Company at a price not less than the Market Price prevailing on the date the option is granted less applicable discount, if any, permitted by the policies of the Exchange and approved by the Board. A minimum price cannot be established unless the options are allocated to particular Persons.

2. DEFINITIONS

In this Plan, the following terms shall have the following meanings:

- 2.1 “**Associate**” means an “Associate” as defined in the TSX Policies.
- 2.2 “**Board**” means the Board of Directors of the Company.
- 2.3 “**Change of Control**” means the acquisition by any person or by any person and all Joint Actors, whether directly or indirectly, of voting securities (as defined in the Securities Act) of the Company, which, when added to all other voting securities of the Company at the time held by such person or by such person and a Joint Actor, totals for the first time not less than fifty percent (50%) of the outstanding voting securities of the Company or the votes attached to those securities are sufficient, if exercised, to elect a majority of the Board.
- 2.4 “**Company**” means Great Quest Fertilizer Ltd. and its successors.
- 2.5 “**Consultant**” means a “Consultant” as defined in the TSX Policies.
- 2.6 “**Consultant Company**” means a “Consultant Company” as defined in the TSX Policies.
- 2.7 “**Disability**” means any disability with respect to an Optionee which the Board, in its sole and unfettered discretion, considers likely to prevent permanently the Optionee from:
- (a) being employed or engaged by the Company, its subsidiaries or another employer, in a position the same as or similar to that in which he was last employed or engaged by the Company or its subsidiaries; or
 - (b) acting as a director or officer of the Company or its subsidiaries.
- 2.8 “**Discounted Market Price**” of Shares means, if the Shares are listed only on the TSX Venture Exchange, the Market Price less the maximum discount permitted under the TSX Policy applicable to incentive stock options.

- 2.9 **“Disinterested Shareholder Approval”** means a majority of the votes attaching to shares voted at a meeting of shareholders of the Company, excluding the votes attaching to shares held by persons with an interest in the subject matter of the resolution, in accordance with TSX Policies.
- 2.10 **“Eligible Persons”** has the meaning given to that term in section 1 hereof.
- 2.11 **“Employee”** means an “Employee” as defined in the TSX Policies.
- 2.12 **“Exchanges”** means the TSX Venture Exchange and, if applicable, any other stock exchange on which the Shares are listed.
- 2.13 **“Expiry Date”** means the date set by the Board under paragraph 3.1 of the Plan, as the last date on which an Option may be exercised.
- 2.14 **“Grant Date”** means the date specified in an Option Agreement as the date on which an Option is granted.
- 2.15 **“Insider”** means an “Insider” as defined in the TSX Policies.
- 2.16 **“Investor Relations Activities”** means “Investor Relations Activities” as defined in the TSX Policies.
- 2.17 **“Joint Actor”** means a person “acting jointly or in concert” with another person as that phrase is interpreted in Multilateral Instrument 62-104 *Take-Over Bids and Issuer Bids*.
- 2.18 **“Management Company Employee”** means a “Management Company Employee” as defined in the TSX Policies.
- 2.19 **“Market Price”** of Shares at any Grant Date means the last closing price per Share on the last day on which Shares were traded prior to the day on which the Company announces the grant of the Option or, if the grant is not announced, on the Grant Date, or if the Shares are not listed on any stock exchange, “Market Price” of Shares means the price per Share on the over-the-counter market determined by dividing the aggregate sale price of the Shares sold by the total number of such Shares so sold on the applicable market for the last day prior to the Grant Date.
- 2.20 **“Option”** means an option to purchase Shares granted pursuant to this Plan.
- 2.21 **“Option Agreement”** means an agreement, in the form attached hereto as Schedule “A”, whereby the Company grants to an Optionee an Option.
- 2.22 **“Optionee”** means each of the Eligible Persons granted an Option pursuant to this Plan and their heirs, executors and administrators.
- 2.23 **“Option Price”** means the price per Share specified in an Option Agreement, as adjusted from time to time in accordance with the provisions of section 5.
- 2.24 **“Option Shares”** means the aggregate number of Shares which an Optionee may purchase under an Option.
- 2.25 **“Plan”** means this Stock Option Plan.

- 2.26 “**Shares**” means the common shares in the capital of the Company as constituted on the Grant Date provided that, in the event of any adjustment pursuant to section 5, “Shares” shall thereafter mean the shares or other property resulting from the events giving rise to the adjustment.
- 2.27 “**Securities Act**” means the *Securities Act*, R.S.B.C. 1996, c.418, as amended, as at the date hereof.
- 2.28 “**TSX Policies**” means the policies included in the TSX Venture Exchange Corporate Finance Manual and “TSX Policy” means any one of them.
- 2.29 “**Unissued Option Shares**” means the number of Shares, at a particular time, which have been reserved for issuance upon the exercise of an Option but which have not been issued, as adjusted from time to time in accordance with the provisions of section 5, such adjustments to be cumulative.
- 2.30 “**Vested**” means that an Option has become exercisable in respect of a number of Option Shares by the Optionee pursuant to the terms of the Option Agreement.

3. GRANT OF OPTIONS

3.1 Option Terms

The Board may from time to time authorize the issue of Options to Eligible Persons. The Option Price under each Option shall be not less than the Discounted Market Price on the Grant Date. The Expiry Date for each Option shall be set by the Board at the time of issue of the Option and shall not be more than ten (10) years after the Grant Date, subject to the operation of paragraph 4.5. Options shall not be assignable nor transferable. The Company shall disseminate a press release for options granted to Insiders and persons performing Investor Relations Activities, or if the grant constitutes Material Information under the applicable Securities Laws.

3.2 Previously Granted Options

In the event that on the date this Plan is implemented and effective (the “**Effective Date**”) there are outstanding stock options (the “**Pre-Existing Options**”) that were previously granted by the Company pursuant to any stock option plan in place prior to the Effective Date (a “**Pre-Existing Plan**”), all such Pre-Existing Options shall, effective as of the Effective Date, be governed by and subject to the terms of the Plan.

3.3 Limits on Shares Issuable on Exercise of Options

(i) At the time of grant of any Option, the aggregate number of Shares reserved for issuance under the Plan which may be made subject to Options at any time and from time to time (including those issuable upon the exercise of Pre-Existing Options) shall not exceed 10% of the total number of issued and outstanding Shares, on a non-diluted basis, as constituted on the Grant Date of such Option.

(ii) The number of Shares which may be issuable under the Plan and all of the Company’s other previously established or proposed share compensation arrangements, within a one-year period, and included in the maximum mentioned in section 3.3(i) above:

- (a) subject to (b) and (c) below, to any one Optionee, shall not exceed 5% of the total number of issued and outstanding Shares on the Grant Date on a non-diluted basis, unless the Company has obtained the requisite Disinterested Shareholder Approval;

- (b) to Insiders as a group shall not exceed 10% of the total number of issued and outstanding Shares on the Grant Date on a non-diluted basis;
- (c) to any one Consultant shall not exceed 2% of the total number of issued and outstanding Shares on the Grant Date on a non-diluted basis; and
- (d) to all Eligible Persons who undertake Investor Relations Activities, including Consultants, Employees or Directors whose role and duties primarily consist of Investor Relations Activities, shall not exceed 2% in the aggregate of the total number of issued and outstanding Shares on the Grant Date on a non-diluted basis. These Option Shares shall also form part of the securities which require filing of insider trade reports with the Board of Directors.

3.4 Option Agreements

Each Option shall be confirmed by the execution of an Option Agreement. Each Optionee shall have the option to purchase from the Company the Option Shares at the time and in the manner set out in the Plan and in the Option Agreement applicable to that Optionee. In respect of Options granted to Employees, Consultants, Consultant Companies or Management Company Employees, the Company and the Optionee and the Company shall ensure and confirm that the Optionee is a bona fide Employee, Consultant, Consultant Company or Management Company Employee, as the case may be, of the Company or its subsidiary. The execution of an Option Agreement shall constitute conclusive evidence that it has been completed in compliance with this Plan.

4. EXERCISE OF OPTION

4.1 When Options May be Exercised

Subject to paragraphs 4.3, 4.4 and 4.5, an Option may be exercised to purchase any number of Option Shares up to the number of Vested Unissued Option Shares at any time after the Grant Date up to 4:00 p.m. Pacific Time on the Expiry Date and shall not be exercisable thereafter. Shares issued pursuant to the exercise of options granted to an Insider or at any discount to the Market Price shall be legended with the Exchange Hold Period, commencing on the date the stock options are granted, if such shares are issued prior to the expiry of the 4-month hold period. The Exchange Hold Period and the wording of the legend shall follow the Exchange Policies.

4.2 Manner of Exercise

The Option shall be exercisable by delivering to the Company a notice specifying the number of Option Shares in respect of which the Option is exercised together with payment in full of the Option Price for each such Option Share. Upon notice and payment there will be a binding contract for the issue of the Option Shares in respect of which the Option is exercised, upon and subject to the provisions of the Plan. Delivery of the Optionee's cheque payable to the Company in the amount of the Option Price shall constitute payment of the Option Price unless the cheque is not honoured upon presentation in which case the Option shall not have been validly exercised.

4.3 Vesting of Option Shares

The Board, subject to the policies of the Exchanges, may determine and impose terms upon which each Option shall become Vested in respect of Option Shares. Unless otherwise specified by the Board at the time of granting an Option, and subject to the other limits on Option grants set out in paragraph 3.3

hereof, all Options granted under the Plan shall vest and become exercisable in full upon grant, except Options granted to Consultants performing Investor Relations Activities, which Options must vest in stages over twelve months with no more than one-quarter of the Options vesting in any three month period. Notwithstanding the foregoing, in the event that a Pre-Existing Plan imposed vesting requirements on a Pre-Existing Option, such vesting requirements must be satisfied before any such Pre-Existing Options shall become Vested.

4.4 Termination of Employment

If an Optionee ceases to be an Eligible Person, his or her Option shall be exercisable as follows:

(a) Death or Disability

If the Optionee ceases to be an Eligible Person, due to his or her death or Disability or, in the case of an Optionee that is a company, the death or Disability of the person who provides management or consulting services to the Company or to any entity controlled by the Company, the Option then held by the Optionee shall be exercisable to acquire Vested Unissued Option Shares at any time up to but not after the earlier of:

- (i) 365 days after the date of death or Disability; and
- (ii) the Expiry Date.

(b) Termination For Cause

If the Optionee ceases to be an Eligible Person as a result of “termination for cause” of such Optionee by the Company or its subsidiary (or in the case of an Optionee who is a Management Company Employee or Consultant, by the Optionee’s employer), as that term is interpreted by the courts of the jurisdiction in which the Optionee is employed or engaged, any outstanding Option held by such Optionee on the date of such termination, whether in respect of Option Shares that are Vested or not, shall be cancelled as of that date.

(c) Early Retirement, Voluntary Resignation or Termination Other than For Cause

If the Optionee ceases to be an Eligible Person due to his or her retirement at the request of his or her employer earlier than the normal retirement date under the Company’s retirement policy then in force, or due to his or her voluntary resignation, or to his or her termination by the Company or its subsidiary other than for cause (or, in the case of an Optionee who is a Management Company Employee or a Consultant, the termination of the company providing management or consultant services to the Company or its subsidiary), any outstanding Option then held by such Optionee shall be exercisable to acquire Vested Unissued Option Shares at any time up to but not after the earlier of: (i) the Expiry Date; and (ii) the date that is 90 days (or 30 days if the Optionee was engaged in Investor Relations Activities) after the Optionee ceases to be an Eligible Person.

(d) Spin-Out Transactions

If pursuant to the operation of sub-paragraph 5.3(c) an Optionee receives options (the “**New Options**”) to purchase securities of another company (the “**New Company**”) in respect of the Optionee’s Options (the “**Subject Options**”), the New Options shall expire on the earlier of: (i) the Expiry Date of the Subject Options; (ii) if the Optionee does not become an Eligible Person in respect of the New Company, the date that the Subject

Options expire pursuant to sub-paragraph 4.4(a), (b) or (c), as applicable; (iii) if the Optionee becomes an Eligible Person in respect of the New Company, the date that the New Options expire pursuant to the terms of the New Company's stock option plan that correspond to sub-paragraphs 4.4(a), (b) or (c) hereof; and (iv) the date that is two (2) years after the Optionee ceases to be an Eligible Person in respect of the New Company or such shorter period as determined by the Board.

For purposes of this paragraph 4.4, the dates of death, Disability, termination, retirement, voluntary resignation, ceasing to be an Eligible Person and incapacity shall be interpreted to be without regard to any period of notice (statutory or otherwise) or whether the Optionee or his or her estate continues thereafter to receive any compensatory payments from the Company or is paid salary by the Company in lieu of notice of termination.

For greater certainty, an Option that had not become Vested in respect of certain Unissued Option Shares at the time that the relevant event referred to in this paragraph 4.4 occurred, shall not be or become vested or exercisable in respect of such Unissued Option Shares and shall be cancelled.

4.5 Extension of Expiry Date During Black-Out Period

If the Expiry Date in respect of any Option occurs during or within five (5) trading days following a trading black-out period imposed by the Company, the Expiry Date of the Option shall be automatically extended to the date that is a maximum of ten (10) trading days following the end of such black-out period (the "**Extension Period**"); provided that if an additional black-out period is subsequently imposed by the Company during the Extension Period, then such Extension Period shall be deemed to commence following the end of such additional black-out period to enable the exercise of such Options within ten (10) trading days following the end of the last imposed black-out period. Black-out periods expire upon the general disclosure of the undisclosed material information.

4.6 Effect of a Take-Over Bid

If a *bona fide* offer (an "**Offer**") for Shares is made to the Optionee or to shareholders of the Company generally or to a class of shareholders which includes the Optionee, which Offer, if accepted in whole or in part, would result in the offeror becoming a control person of the Company, within the meaning of Subsection 1(1) of the Securities Act, the Company shall, immediately upon receipt of notice of the Offer, notify each Optionee of full particulars of the Offer, whereupon (subject to the approval of the Exchanges) all Option Shares subject to such Option will become Vested and the Option may be exercised in whole or in part by the Optionee so as to permit the Optionee to tender the Option Shares received upon such exercise, pursuant to the Offer. However, if:

- (a) the Offer is not completed within the time specified therein; or
- (b) all of the Option Shares tendered by the Optionee pursuant to the Offer are not taken up or paid for by the offeror in respect thereof,

then the Option Shares received upon such exercise, or in the case of sub-paragraph (b) above, the Option Shares that are not taken up and paid for, may be returned by the Optionee to the Company and reinstated as authorized but unissued Shares and with respect to such returned Option Shares, the Option shall be reinstated as if it had not been exercised and the terms upon which such Option Shares were to become Vested pursuant to paragraph 4.3 shall be reinstated. If any Option Shares are returned to the Company under this paragraph 4.6, the Company shall immediately refund the exercise price to the Optionee for such Option Shares.

4.7 Acceleration of Expiry Date

If at any time when an Option granted under the Plan remains unexercised with respect to any Unissued Option Shares, an Offer is made by an offeror, the Board may, upon notifying each Optionee of full particulars of the Offer, declare all Option Shares issuable upon the exercise of Options granted under the Plan, Vested, and declare that the Expiry Date for the exercise of all unexercised Options granted under the Plan is accelerated so that all Options will either be exercised or will expire prior to the date upon which Shares must be tendered pursuant to the Offer, provided that any accelerated vesting of Options granted to Consultants performing Investor Relations Activities shall be subject to the prior written approval of the Exchanges. The Board shall give each Optionee as much notice as possible of the acceleration of the Options under this paragraph, except that not less than 5 business days' and not more than 35 days' notice is required.

4.8 Compulsory Acquisition or Going Private Transaction

If and whenever, following a take-over bid or issuer bid, there shall be a compulsory acquisition of the Shares of the Company pursuant to Division 6 of the *Business Corporations Act* (British Columbia) or any successor or similar legislation, or any amalgamation, merger or arrangement in which securities acquired in a formal take-over bid may be voted under the conditions described in Section 8.2 of Multilateral Instrument 61-101 *Protection of Minority Security Holders in Special Transactions*, then following the date upon which such compulsory acquisition, amalgamation, merger or arrangement is effective, an Optionee shall be entitled to receive, and shall accept, for the same exercise price, in lieu of the number of Shares to which such Optionee was theretofore entitled to purchase upon the exercise of his or her Options, the aggregate amount of cash, shares, other securities or other property which such Optionee would have been entitled to receive as a result of such bid if he or she had tendered such number of Shares to the take-over bid.

4.9 Effect of a Change of Control

If a Change of Control occurs, all Option Shares subject to each outstanding Option will become Vested, whereupon such Option may be exercised in whole or in part by the Optionee, subject to the approval of the Exchanges, if necessary.

4.10 Exclusion From Severance Allowance, Retirement Allowance or Termination Settlement

If the Optionee retires, resigns or is terminated from employment or engagement with the Company or any subsidiary of the Company (including, in the case of a Management Company Employee or Consultant, termination of the company providing such management or consulting services to the Company or its subsidiary), the loss or limitation, if any, pursuant to the Option Agreement with respect to the right to purchase Option Shares which were not Vested at that time or which, if Vested, were cancelled, shall not give rise to any right to damages and shall not be included in the calculation of nor form any part of any severance allowance, retiring allowance or termination settlement of any kind whatsoever in respect of such Optionee.

4.11 Shares Not Acquired

Any Unissued Option Shares not acquired by an Optionee under an Option which has expired may be made the subject of a further Option pursuant to the provisions of the Plan.

5. ADJUSTMENT OF OPTION PRICE AND NUMBER OF OPTION SHARES

5.1 Share Reorganization

Whenever the Company issues Shares to all or substantially all holders of Shares by way of a stock dividend or other distribution, or subdivides all outstanding Shares into a greater number of Shares, or combines or consolidates all outstanding Shares into a lesser number of Shares (each of such events being herein called a “**Share Reorganization**”) then effective immediately after the record date for such dividend or other distribution or the effective date of such subdivision, combination or consolidation, for each Option:

- (a) the Option Price will be adjusted to a price per Share which is the product of:
 - (i) the Option Price in effect immediately before that effective date or record date; and
 - (ii) a fraction, the numerator of which is the total number of Shares outstanding on that effective date or record date before giving effect to the Share Reorganization, and the denominator of which is the total number of Shares that are or would be outstanding immediately after such effective date or record date after giving effect to the Share Reorganization; and
- (b) the number of Unissued Option Shares will be adjusted by multiplying (i) the number of Unissued Option Shares immediately before such effective date or record date by (ii) a fraction which is the reciprocal of the fraction described in clause (a)(ii).

5.2 Special Distribution

Subject to the prior approval of the Exchanges, whenever the Company issues by way of a dividend or otherwise distributes to all or substantially all holders of Shares;

- (a) shares of the Company, other than the Shares;
- (b) evidences of indebtedness;
- (c) any cash or other assets, excluding cash dividends (other than cash dividends which the Board has determined to be outside the normal course); or
- (d) rights, options or warrants;

then to the extent that such dividend or distribution does not constitute a Share Reorganization (any of such non-excluded events being herein called a “**Special Distribution**”), and effective immediately after the record date at which holders of Shares are determined for purposes of the Special Distribution, for each Option the Option Price will be reduced, and the number of Unissued Option Shares will be correspondingly increased, by such amount, if any, as is determined by the Board in its sole and unfettered discretion to be appropriate in order to properly reflect any diminution in value of the Option Shares as a result of such Special Distribution.

5.3 Corporate Organization

Whenever there is:

- (a) a reclassification of outstanding Shares, a change of Shares into other shares or securities, or any other capital reorganization of the Company, other than as described in paragraphs 5.1 or 5.2;
- (b) a consolidation, merger or amalgamation of the Company with or into another corporation resulting in a reclassification of outstanding Shares into other shares or securities or a change of Shares into other shares or securities;
- (c) an arrangement or other transaction under which, among other things, the business or assets of the Company become, collectively, the business and assets of two or more companies with the same shareholder group upon the distribution to the Company's shareholders, or the exchange with the Company's shareholders, of securities of the Company, or securities of another company, or both; or
- (d) a transaction whereby all or substantially all of the Company's undertaking and assets become the property of another corporation;

(any such event being herein called a "**Corporate Reorganization**") the Optionee will have an option to purchase (at the times, for the consideration, and subject to the terms and conditions set out in the Plan) and will accept on the exercise of such option, in lieu of the Unissued Option Shares which he would otherwise have been entitled to purchase, the kind and amount of shares or other securities or property that he would have been entitled to receive as a result of the Corporate Reorganization if, on the effective date thereof, he had been the holder of all Unissued Option Shares or if appropriate, as otherwise determined by the Board.

5.4 Determination of Option Price and Number of Unissued Option Shares

If any questions arise at any time with respect to the Option Price or number of Unissued Option Shares deliverable upon exercise of an Option following a Share Reorganization, Special Distribution or Corporate Reorganization, such questions shall be conclusively determined by the Company's auditor, or, if they decline to so act, any other firm of Chartered Accountants in Vancouver, British Columbia, that the Board may designate and who will have access to all appropriate records and such determination will be binding upon the Company and all Optionees.

5.5 Regulatory Approval

Any adjustment to the Option Price or the number of Unissued Option Shares purchasable under the Plan pursuant to the operation of any one of paragraphs 5.1, 5.2 or 5.3 is subject to the approval of the Exchanges and any other governmental authority having jurisdiction.

6. MISCELLANEOUS

6.1 Right to Employment

Neither this Plan nor any of the provisions hereof shall confer upon any Optionee any right with respect to employment or continued employment with the Company or any subsidiary of the Company

or interfere in any way with the right of the Company or any subsidiary of the Company to terminate such employment.

6.2 Necessary Approvals

The Plan shall be effective only upon the approval of the shareholders of the Company given by way of an ordinary resolution. Any Options granted under this Plan prior to such approval shall only be exercised upon the receipt of such approval. Disinterested Shareholder Approval (as required by the Exchanges) will be obtained for any reduction in the exercise price of any Option granted under this Plan if the Optionee is an Insider of the Company at the time of the proposed amendment. The obligation of the Company to sell and deliver Shares in accordance with the Plan is subject to the approval of the Exchanges and any governmental authority having jurisdiction. If any Shares cannot be issued to any Optionee for any reason, including, without limitation, the failure to obtain such approval, then the obligation of the Company to issue such Shares shall terminate and any Option Price paid by an Optionee to the Company shall be immediately refunded to the Optionee by the Company.

The Plan shall be approved on an annual basis by the shareholders at Annual General Meeting and by the Exchange. If Disinterested Shareholder Approval is required, then the approval of the Plan shall be disinterested Shareholder approval.

6.3 Administration of the Plan

The Board shall, without limitation, have full and final authority in their discretion, but subject to the express provisions of the Plan, to interpret the Plan, to prescribe, amend and rescind rules and regulations relating to the Plan and to make all other determinations deemed necessary or advisable in respect of the Plan. Except as set forth in paragraph 5.4, the interpretation and construction of any provision of the Plan by the Board shall be final and conclusive. Administration of the Plan shall be the responsibility of the appropriate officers of the Company and all costs in respect thereof shall be paid by the Company.

6.4 Withholding Taxes

The Company or any subsidiary of the Company may take such steps as are considered necessary or appropriate for the withholding and/or remittance of any taxes which the Company or any subsidiary of the Company is required by any law or regulation of any governmental authority whatsoever to withhold and/or remit in connection with any Option or Option exercise including, without limiting the generality of the foregoing, the withholding and/or remitting of all or any portion of any payment or the withholding of the issue of Common Shares to be issued upon the exercise of any Option until such time as the Optionee has paid to the Company or any subsidiary of the Company (in addition to the exercise price payable for the exercise of Options) the amount which the Company or subsidiary of the Company reasonably determines is required to be withheld and/or remitted with respect to such taxes.

6.5 Amendments to the Plan

The Board may from time to time, subject to applicable law and to the prior approval, if required, of the shareholders, the Exchanges or any other regulatory body having authority over the Company or the Plan, suspend, terminate or discontinue the Plan at any time, or amend or revise the terms of the Plan or of any Option granted under the Plan and the Option Agreement relating thereto, provided that no such amendment, revision, suspension, termination or discontinuance shall in any manner adversely affect any Option previously granted to an Optionee under the Plan without the consent of that Optionee.

6.6 Form of Notice

A notice given to the Company shall be in writing, signed by the Optionee and delivered to the head business office of the Company.

6.7 No Representation or Warranty

The Company makes no representation or warranty as to the future market value of any Shares issued in accordance with the provisions of the Plan.

6.8 Compliance with Applicable Law

If any provision of the Plan or any Option Agreement contravenes any law or any order, policy, by-law or regulation of any regulatory body or Exchange having authority over the Company or the Plan, then such provision shall be deemed to be amended to the extent required to bring such provision into compliance therewith.

6.9 No Assignment

No Optionee may assign any of his or her rights under the Plan or any option granted thereunder.

6.10 Rights of Optionees

An Optionee shall have no rights whatsoever as a shareholder of the Company in respect of any of the Unissued Option Shares (including, without limitation, voting rights or any right to receive dividends, warrants or rights under any rights offering).

6.11 Conflict

In the event of any conflict between the provisions of this Plan and an Option Agreement, the provisions of this Plan shall govern.

6.12 Governing Law

The Plan and each Option Agreement issued pursuant to the Plan shall be governed by the laws of the province of British Columbia.

6.13 Time of Essence

Time is of the essence of this Plan and of each Option Agreement. No extension of time will be deemed to be or to operate as a waiver of the essentiality of time.

6.14 Entire Agreement

This Plan and the Option Agreement sets out the entire agreement between the Company and the Optionees relative to the subject matter hereof and supersedes all prior agreements, undertakings and understandings, whether oral or written.

SCHEDULE "A"

GREAT QUEST FERTILIZER LTD.

STOCK OPTION PLAN - OPTION AGREEMENT

[The following legend is required in respect of Options granted to insiders or with an Option Price based on the a discount to the Market Price: *Without prior written approval of the TSX Venture Exchange and compliance with all applicable securities legislation, the securities represented by this agreement and any securities issued upon exercise thereof may not be sold, transferred, hypothecated or otherwise traded on or through the facilities of the TSX Venture Exchange or otherwise in Canada or to or for the benefit of a Canadian resident until ●, 20●●[four months and one day after the date of grant].*] ●

This Option Agreement is entered into between GREAT QUEST FERTILIZER LTD. (the "Company") and the Optionee named below pursuant to the Company's 2016 Stock Option Plan (the "Plan"), a copy of which is attached hereto, and confirms that:

1. on ●, 20● (the "Grant Date");
2. ● (the "Optionee");
3. was granted the option (the "Option") to purchase ● Common Shares (the "Option Shares") of the Company;
4. for the price (the "Option Price") of \$● per Option Share;
5. which shall be exercisable immediately commencing on the Grant Date ● [OR set forth applicable vesting schedule] ●;
6. terminating on the ●, 201● (the "Expiry Date");

all on the terms and subject to the conditions set out in the Plan. For greater certainty, Option Shares continue to be exercisable until the termination or cancellation thereof as provided in this Option Agreement and the Plan.

The Optionee acknowledges that if he or she is an insider or if the Options are granted at any discount to Market Price, the Options shares shall bear a legend restricting the transferability thereof, such legend to be substantially in the following form:

"Without prior written approval of the TSX Venture Exchange and compliance with all applicable securities legislation, the securities represented by this agreement and any securities issued upon exercise thereof may not be sold, transferred, hypothecated or otherwise traded on or through the facilities of the TSX Venture Exchange or otherwise in Canada or to or for the benefit of a Canadian resident until ●, 20●●[four months and one day after the date of grant]." ●

The Optionee acknowledges that any Option Shares received by him upon exercise of the Option have not been registered under the United States *Securities Act of 1933*, as amended, or the Blue Sky laws of any state (collectively, the "**Securities Acts**"). The Optionee acknowledges and understands that the Company is under no obligation to register, under the Securities Acts, the Option Shares received by him or to assist him in complying with any exemption from such registration if he should at a later date wish to dispose of the Option Shares. ● [Following to be included in Option Agreements with "U.S. Persons"] ● The Optionee acknowledges that the Option Shares shall bear a legend restricting the transferability thereof, such legend to be substantially in the following form:

"The shares represented by this certificate have not been registered or qualified under the United States Securities Act of 1933, as amended or state securities laws. The shares may not be offered for sale, sold, pledged or otherwise disposed of unless so registered or qualified, unless an exemption exists or unless such disposition is not subject to U.S. federal or state securities laws, and the Company may require that the availability of any exemption or the inapplicability of such securities laws be established by an opinion of counsel, which opinion of counsel shall be reasonably satisfactory to the Company." ●

By signing this Option Agreement, the Optionee acknowledges that the Optionee has read and understands the Plan and agrees to the terms and conditions of the Plan and this Option Agreement.

Acknowledgement – Personal Information

The Optionee hereby acknowledges and consents to:

- (a) the disclosure to the TSX Venture Exchange and all other regulatory authorities of all personal information of the undersigned obtained by the Company; and
- (b) the collection, use and disclosure of such personal information by the TSX Venture Exchange and all other regulatory authorities in accordance with their requirements, including the provision to third party service providers, from time to time.

IN WITNESS WHEREOF the parties hereto have executed this Option Agreement as of the ● day of ●, 20●.

GREAT QUEST FERTILIZER LTD.

Signature

Per: _____
Authorized Signatory

Print Name

Address

SCHEDULE "B"

AUDIT COMMITTEE CHARTER

GREAT QUEST FERTILIZER LTD.

AUDIT COMMITTEE CHARTER

1. Mandate and Purpose of the Committee

The Audit Committee (the "**Committee**") of the board of directors (the "**Board**") of Great Quest Fertilizer Ltd. (the "**Corporation**") is a standing committee of the Board whose primary function is to assist the Board in fulfilling its oversight responsibilities relating to:

- (a) the integrity of the Corporation's financial statements;
- (b) the Corporation's compliance with legal and regulatory requirements, as they relate to the Corporation's financial statements;
- (c) the qualifications, independence and performance of the Corporation's auditor;
- (d) internal controls and disclosure controls;
- (e) the performance of the Corporation's internal audit function;
- (f) consideration and approval of certain related party transactions; and
- (g) performing the additional duties set out in this Charter or otherwise delegated to the Committee by the Board.

2. Authority

The Committee has the authority to:

- (a) engage and compensate independent counsel and other advisors as it determines necessary or advisable to carry out its duties; and
- (b) communicate directly with the Corporation's auditor.

The Committee has the authority to delegate to individual members or subcommittees of the Committee.

3. Composition and Expertise

The Committee shall be composed of a minimum of three members, each of whom is a director of the Corporation. The majority of the Committee's members must not be officers or employees of the Corporation or an affiliate of the Corporation.

Committee members shall be appointed annually by the Board at the first meeting of the Board following each annual meeting of shareholders. Committee members hold office until the next

annual meeting of shareholders or until they are removed by the Board or cease to be directors of the Corporation.

The Board shall appoint one member of the Committee to act as Chairman of the Committee. If the Chairman of the Committee is absent from any meeting, the Committee shall select one of the other members of the Committee to preside at that meeting.

4. Meetings

Any member of the Committee or the auditor may call a meeting of the Committee. The Committee shall meet at least four times per year and as many additional times as the Committee deems necessary to carry out its duties. The Chairman shall develop and set the Committee's agenda, in consultation with other members of the Committee, the Board and senior management.

Notice of the time and place of every meeting shall be given in writing to each member of the Committee, at least 72 hours (excluding holidays) prior to the time fixed for such meeting. The Corporation's auditor shall be given notice of every meeting of the Committee and, at the expense of the Corporation, shall be entitled to attend and be heard thereat. If requested by a member of the Committee, the Corporation's auditor shall attend every meeting of the Committee held during the term of office of the Corporation's auditor.

A majority of the Committee who are not officers or employees of the Corporation or an affiliate of the Corporation shall constitute a quorum. No business may be transacted by the Committee except at a meeting of its members at which a quorum of the Committee is present in person or by means of such telephonic, electronic or other communications facilities as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously. Business may also be transacted by the unanimous written consent resolutions of the members of the Committee, which when so approved shall be deemed to be resolutions passed at a duly called and constituted meeting of the Committee.

The Committee may invite such directors, officers and employees of the Corporation and advisors as it sees fit from time to time to attend meetings of the Committee.

The Committee shall meet without management present whenever the Committee deems it appropriate.

The Committee shall appoint a Secretary who need not be a director or officer of the Corporation. Minutes of the meetings of the Committee shall be recorded and maintained by the Secretary and shall be subsequently presented to the Committee for review and approval.

5. Committee and Charter Review

The Committee shall conduct an annual review and assessment of its performance, effectiveness and contribution, including a review of its compliance with this Charter. The Committee shall conduct such review and assessment in such manner as it deems appropriate and report the results thereof to the Board.

The Committee shall also review and assess the adequacy of this Charter on an annual basis, taking into account all legislative and regulatory requirements applicable to the Committee, as well as

any guidelines recommended by regulators or the Canadian Securities Exchange and shall recommend changes to the Board thereon.

6. Reporting to the Board

The Committee shall report to the Board in a timely manner with respect to each of its meetings held. This report may take the form of circulating copies of the minutes of each meeting held.

7. Duties and Responsibilities

(a) Financial Reporting

The Committee is responsible for reviewing and recommending approval to the Board of the Corporation's annual and interim financial statements, any auditor's report thereon, MD&A and related news releases, before they are published.

The Committee is also responsible for:

- (i) being satisfied that adequate procedures are in place for the review of the Corporation's public disclosure of financial information extracted or derived from the Corporation's financial statements, other than the public disclosure referred to in the preceding paragraph, and for periodically assessing the adequacy of those procedures;
- (ii) engaging the Corporation's auditor to perform a review of the interim financial statements and receiving from the Corporation's auditor a formal report on the auditor's review of such interim financial statements;
- (iii) discussing with management and the Corporation's auditor the quality of applicable accounting principles and financial reporting standards, not just the acceptability of thereof;
- (iv) discussing with management any significant variances between comparative reporting periods; and
- (v) in the course of discussion with management and the Corporation's auditor, identifying problems or areas of concern and ensuring such matters are satisfactorily resolved.

(b) Auditor

The Committee is responsible for recommending to the Board:

- (i) the auditor to be nominated for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services for the Corporation; and
- (ii) the compensation of the Corporation's auditor.

The Corporation's auditor reports directly to the Committee. The Committee is directly responsible for overseeing the work of the Corporation's auditor engaged for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services for the Corporation, including the resolution of disagreements between management and the Corporation's auditor regarding financial reporting.

(C) Relationship with the Auditor

The Committee is responsible for reviewing the proposed audit plan and proposed audit fees. The Committee is also responsible for:

- (i) establishing effective communication processes with management and the Corporation's auditor so that it can objectively monitor the quality and effectiveness of the auditor's relationship with management and the Committee;
- (ii) receiving and reviewing regular feedback from the auditor on the progress against the approved audit plan, important findings, recommendations for improvements and the auditor's final report;
- (iii) reviewing, at least annually, a report from the auditor on all relationships and engagements for non-audit services that may be reasonably thought to bear on the independence of the auditor; and
- (iv) meeting in camera with the auditor whenever the Committee deems it appropriate.

(d) Accounting Policies

The Committee is responsible for:

- (i) reviewing the Corporation's accounting policy note to ensure completeness and acceptability with applicable accounting principles and financial reporting standards as part of the approval of the financial statements;
- (ii) discussing and reviewing the impact of proposed changes in accounting standards or securities policies or regulations;
- (iii) reviewing with management and the auditor any proposed changes in major accounting policies and key estimates and judgments that may be material to financial reporting;
- (iv) discussing with management and the auditor the acceptability, degree of aggressiveness/conservatism and quality of underlying accounting policies and key estimates and judgments; and
- (v) discussing with management and the auditor the clarity and completeness of the Corporation's financial disclosures.

(e) Risk and Uncertainty

The Committee is responsible for reviewing, as part of its approval of the financial statements:

- (i) uncertainty notes and disclosures; and
- (ii) MD&A disclosures.

The Committee, in consultation with management, will identify the principal business risks and decide on the Corporation's "appetite" for risk. The Committee is responsible for reviewing related risk management policies and recommending such policies for approval by the Board. The Committee is then responsible for communicating and assigning to the applicable Board committee such policies for implementation and ongoing monitoring.

The Committee is responsible for requesting the auditor's opinion of management's assessment of significant risks facing the Corporation and how effectively they are managed or controlled.

(f) Controls and Control Deviations

The Committee is responsible for reviewing:

- (i) the plan and scope of the annual audit with respect to planned reliance and testing of controls; and
- (ii) major points contained in the auditor's management letter resulting from control evaluation and testing.

The Committee is also responsible for receiving reports from management when significant control deviations occur.

(g) Compliance with Laws and Regulations

The Committee is responsible for reviewing regular reports from management and others (e.g. auditors) concerning the Corporation's compliance with financial related laws and regulations, such as:

- (i) tax and financial reporting laws and regulations;
- (ii) legal withholdings requirements;
- (iii) environmental protection laws; and
- (iv) other matters for which directors face liability exposure.

(h) Related Party Transactions

All transactions between the Corporation and a related party (each a “related party transaction”), other than transactions entered into in the ordinary course of business, shall be presented to the Committee for consideration.

The term “related party” includes (i) all directors, officers, employees, consultants and their associates (as that term is defined in the *Securities Act* (Ontario), as well as all entities with common directors, officers, employees and consultants (each “general related parties”), and (ii) all other individuals and entities having beneficial ownership of, or control or direction over, directly or indirectly securities of the Corporation carrying more than 10% of the voting rights attached to all of the Corporation’s outstanding voting securities (each “10% shareholders”).

Related party transactions involving general related parties which are not material to the Corporation require review and approval by the Committee. Related party transactions that are material to the Corporation or that involve 10% shareholders require approval by the Board, following review thereof by the Committee and the Committee providing its recommendation thereon to the Board.

8. Non-Audit Services

All non-audit services to be provided to the Corporation or its subsidiary entities by the Corporation’s auditor must be pre-approved by the Committee.

9. Submission Systems and Treatment of Complaints

The Committee is responsible for establishing procedures for:

- (a) the receipt, retention and treatment of complaints received by the Corporation regarding accounting, internal accounting controls, or auditing matters; and
- (b) the confidential, anonymous submission by employees of the Corporation of concerns regarding questionable accounting or auditing matters.

The Committee is responsible for reviewing complaints and concerns that are brought to the attention of the Chairman of the Audit Committee and for ensuring that any such complaints and concerns are appropriately addressed. The Committee shall report quarterly to the Board on the status of any complaints or concerns received by the Committee.

10. Procedure For Reporting Of Fraud Or Control Weaknesses

Each employee is expected to report situations in which he or she suspects fraud or is aware of any internal control weaknesses. An employee should treat suspected fraud seriously, and ensure that the situation is brought to the attention of the Committee. In addition, weaknesses in the internal control procedures of the Corporation that may result in errors or omissions in financial information, or that create a risk of potential fraud or loss of the Corporation’s assets, should be brought to the attention of both management and the Committee.

To facilitate the reporting of suspected fraud, it is the policy of Corporation that the employee (the “whistleblower”) has anonymous and direct access to the Chairman of the Audit Committee. Should a new Chairman be appointed prior to the updating of this document, the current Chairman will ensure that the whistleblower is able to reach the new Chairman in a timely manner. In the event that the Chairman of the Audit Committee cannot be reached, the whistleblower should contact the Chairman of the Board.

In addition, it is the policy of the Corporation that employees concerned about reporting internal control weaknesses directly to management are able to report such weaknesses to the Committee anonymously. In this case, the employee should follow the same procedure detailed above for reporting suspected fraud.

11. Hiring Policies

The Committee is responsible for reviewing and approving the Corporation’s hiring policies regarding partners, employees and former partners and employees of the present and former auditor of the Corporation.