

GEOMEGA RESOURCES INC.

**Notice of Annual and Special Meeting of Shareholders and Management
Proxy Circular**

Geomega Resources Inc.'s annual and special meeting of shareholders will be held at the offices of McMillan LLP located at 1000 Sherbrooke W, Suite 2700, Montréal, Québec, on October 19, 2017 at 4:30 p.m.

Shareholders may exercise their rights by attending the meeting or by completing a form of proxy.

YOUR VOTE AS A SHAREHOLDER IS IMPORTANT

**GEOMEGA RESOURCES INC.
NOTICE OF ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS**

NOTICE IS HEREBY GIVEN THAT the annual and special meeting of the shareholders of Geomega Resources Inc. (the “Corporation”) will be held at the offices of McMillan LLP located at 1000 Sherbrooke W., Suite 2700, Montréal, Québec, on October 19, 2017 at 4:30 p.m. (the “Meeting”), for the following purposes:

- 1 to receive the audited financial statements of the Corporation for the financial year ended May 31, 2017 and the auditors' report thereon;
- 2 to elect the directors of the Corporation for the ensuing year;
- 3 to appoint the auditors of the Corporation for the ensuing year, and authorize the directors to fix their remuneration;
- 4 to approve the Corporation’s stock option plan;
- 5 to approve a distribution of Kintavar Exploration Inc. shares in the form of return of capital;
- 6 to approve a patent ownership and royalty agreement with the Corporation’s Chief Technology Officer, Dr. Pouya Hajjani; and
- 7 to transact such other business as may properly be brought before the Meeting and at any adjournment thereof.

Notice-and-Access

The Corporation has elected to use “notice-and-access” rules (“**Notice-and-Access**”) under National Instrument 54-101 *Communication with Beneficial Owners of Securities of a Reporting Issuer* (“**NI 54-101**”) for distribution of Proxy-Related Materials (as defined below) to shareholders who do not hold shares of the Corporation in their own names (referred to herein as “**Beneficial Shareholders**”). Notice-and-Access is a recent set of rules that allows issuers to post electronic versions of proxy-related materials on SEDAR and on one additional website, rather than mailing paper copies. “**Proxy-Related Materials**” refers to this Management Proxy Circular dated September 12, 2017 (the “**Circular**”), the Notice of Meeting, and a voting instruction form.

The use of the Notice-and-Access is more environmentally friendly as it will help reduce paper use. It will also reduce the Corporation’s printing and mailing costs. Beneficial Shareholders may obtain further information about Notice-and-Access by contacting Broadridge Financial Solutions Inc. toll free at 1-855-887-2244.

The Corporation is not using Notice-and-Access for delivery to shareholders that hold their shares directly in their respective names (referred to herein as “**Registered Shareholders**”). Registered Shareholders will receive paper copies of this Circular and related materials including a 15-digit Control Number via prepaid mail.

Websites Where Proxy-Related Materials are Posted

The Proxy-Related Materials are available on the Corporation’s website at www.geomega.ca and under the Corporation’s profile on SEDAR at www.sedar.com.

Notice Package

Although the Proxy-Related Materials have been posted on-line as noted above, Beneficial Shareholders will receive paper copies of a notice package (“**Notice Package**”) via prepaid mail, including this Notice of Annual Meeting, containing information prescribed by NI 54-101 such as: the date, time and location of the Meeting, the website addresses where the Proxy-Related Materials are posted, a voting instruction form, and supplemental mail list return card for Beneficial Shareholders to request they be included in the Corporation’s supplementary mailing list for receipt of the Corporation’s interim financial statements for the 2017 fiscal year.

How to Obtain Paper copies of Proxy-Related Materials

Beneficial Shareholders may obtain paper copies of Circular free of charge by contacting Broadridge Financial Solutions Inc. toll free from North America at 1-877-907-7643 or outside of North America at 905-507-5450 or can contact directly by e-mail at noticeandaccess@broadridge.com. Any request for paper copies which are required in advance of the Meeting should be sent so that the request is received by the Corporation by 5 p.m. (Eastern Time) October 6, 2017 in order to allow sufficient time for Beneficial Shareholders to receive their paper copies and to return their voting instruction form by its due date. Shareholders who do not have their 16 digit Control Number, can contact toll free from North America at 1-855-887-2243.

The management proxy circular and the form of proxy prepared in respect of the Meeting accompany this notice. The enclosed management proxy circular contains supplementary information on matters to be discussed at the Meeting and is hereby deemed to be an integral part of this notice.

Boucherville, Québec, September 12, 2017.

BY ORDER OF THE BOARD OF DIRECTORS

(s) Patrick Godin

Chairman of the Board of Directors

Notice is also hereby given that the board of directors of the Corporation has fixed the record date for the Meeting at the close of business on September 6, 2017 (the "**Record Date**"). Only holders of common shares of the Corporation as of the Record Date are entitled to receive notice of the Meeting. Shareholders of the Record Date will be entitled to vote their shares at the Meeting.

**GEOMEGA RESOURCES INC.
(the “Corporation”)**

MANAGEMENT PROXY CIRCULAR

ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS

REGISTERED SHAREHOLDERS

You will have received a form of proxy from the Corporation’s transfer agent, Computershare Investor Services Inc. (“**Computershare**”). Complete, sign and mail your form of proxy in the postage prepaid envelope provided or if you prefer to submit the form by way of fax or Internet, follow the instructions on the form to that effect.

BENEFICIAL (NON-REGISTERED) SHAREHOLDERS

Your common shares are held in the name of a nominee (securities broker, trustee or other financial institution). You will have received a request for voting instructions from your broker. Follow the instructions on your Voting Instruction Form to vote by telephone, Internet or fax, or complete, sign and mail the Voting Instruction Form in the postage prepaid envelope provided. **To vote in person at the Meeting, see the box on page 4 of this management proxy circular (the “Management Proxy Circular”).**

PROXY VOTING

Who is soliciting my proxy?

The enclosed form of proxy is being solicited by the management of the Corporation in connection with the annual and special meeting of shareholders (the “**Meeting**”) and the associated costs will be borne by the Corporation. The solicitation of proxies will be primarily by mail, but may be by telephone or other personal contact by directors of the Corporation, such directors receiving no compensation therefore. In addition, the Corporation shall, upon request, reimburse brokerage firms and other custodians for their reasonable expenses in forwarding proxies and related material to beneficial owners of shares of the Corporation.

How do I vote?

There are two ways you can vote your shares if you are a registered shareholder. You may vote in person at the Meeting or you may sign the enclosed form of proxy appointing the named persons or some other person you choose, who need not be a shareholder, to represent you as proxyholder and vote your shares at the Meeting. If your shares are held in the name of a nominee, please see the box on page 4 for voting instructions.

What if I plan to attend the Meeting and vote in person?

If you are a registered shareholder and plan to attend the Meeting on October 19, 2017 and you wish to vote your shares in person at the Meeting, do not complete or return the form of proxy. Your vote will be taken and counted at the Meeting. Please register with the transfer agent, Computershare, upon arrival at

the Meeting. If your shares are held in the name of a nominee, please see the box on page 4 for voting instructions.

What am I voting on?

Shareholders will be asked to vote on the following matters:

1. the election of directors to the board of directors of the Corporation (the “**Board of Directors**” or the “**Board**”) for the ensuing year;
2. the appointment of the auditors of the Corporation for the ensuing year, and the authorization for the directors to fix their remuneration;
3. to consider and, if deemed advisable, to adopt an ordinary resolution confirming and approving the Corporation’s stock option plan (the “**Stock Option Plan**”);
4. to approve a distribution of Kintavar Exploration Inc. shares in the form of return of capital;
5. to approve a patent ownership and royalty agreement with the Corporation’s Chief Technology Officer, Dr. Pouya Hajiani; and
6. any such other business as may properly be brought before the Meeting or at any adjournment thereof.

For more details, please refer to the heading entitled “**Matters to be Acted Upon at the Meeting**”.

Other than as specifically discussed under the heading entitled “**Matters to be Acted Upon at the Meeting**”, no director or executive officer, past, present or nominated hereunder, or any associate or affiliate of such persons, or any person on behalf of whom this solicitation is made, has any interest, direct or indirect, in any matter to be acted upon at the Meeting, except that such persons may be directly involved in the normal business of the Meeting or the general affairs of the Corporation.

What if I sign the form of proxy enclosed with this Management Proxy Circular?

Signing the enclosed form of proxy gives authority to Mr. Patrick Godin or Mr. Kiril Mugerman, directors of the Corporation, or to another person you have appointed, to vote your shares at the Meeting.

Can I appoint someone other than these directors to vote my shares?

Yes. Write the name of this person, who need not be a shareholder, in the blank space provided in the form of proxy. It is important to ensure that any other person you appoint is attending the Meeting and is aware that he or she has been appointed to vote your shares. Proxyholders should, upon arrival at the Meeting, present themselves to a representative of Computershare.

What do I do with my completed form of proxy?

Return it to the Corporation's transfer agent, Computershare, at 100 University Avenue, 8th Floor, Toronto, Ontario, M5J 2Y1 or by fax to 1 (888) 453-0330 within Canada and the United States **no later than 5 p.m. on October 17, 2017**. This will ensure that your vote is recorded.

Can I vote by way of Internet?

Yes, if you wish to vote electronically, access the following Website: www.investorvote.com, enter your personalized control number printed on the form of proxy and follow the instructions on the website, **no later than 5 p.m. on October 17, 2017**. This will ensure that your vote is recorded.

If I change my mind, can I take back my form of proxy once I have given it?

Yes. If you change your mind and wish to revoke your form of proxy, prepare a written statement to this effect. The statement must be signed by you or your attorney as authorized in writing or, if the shareholder is a corporation, under its corporate seal or by an officer or attorney of the corporation duly authorized. This statement must be delivered at the above-mentioned registered office of Computershare, at any time up to and including the last business day preceding the day of the Meeting, or any adjournment thereof, at which the form of proxy is to be used, or with the Chairman of the Meeting on the day of the Meeting or any adjournment thereof, and upon either of such deposits the form of proxy is revoked.

How will my shares be voted if I give my form of proxy?

The persons named on the form of proxy must vote for or against or withhold from voting your shares in accordance with your directions, or you can let your proxyholder decide for you. **Where shareholders have not specified in the form of proxy the manner in which the designated proxyholders are required to vote the common shares represented thereby as to any matter to be voted on, such common shares will be voted, on any ballot that may be called, FOR or IN FAVOUR of such matter, as detailed under the heading entitled “Matters to be Acted Upon at the Meeting”.**

What if amendments are made to these matters or if other matters are brought before the Meeting?

The persons named in the form of proxy will have discretionary authority with respect to amendments or variations to matters identified in the enclosed form of proxy and with respect to other matters which may properly come before the Meeting. As of the time of printing of this Management Proxy Circular, management of the Corporation knows of no such amendment, variation or other matter expected to come before the Meeting. If any other matters properly come before the Meeting, the persons named in the form of proxy will vote on them in accordance with their best judgment.

How many shares are entitled to vote?

As at the close of business on September 6, 2017 (the “**Record Date**”) there were 78,258,049 common shares of the Corporation issued and outstanding, each of which is entitled to one vote at the Meeting. Only shareholders whose common shares are registered in the Corporation’s register on the Record Date are entitled to receive notice of and to vote at the Meeting.

To the knowledge of the management of the Corporation, at the date hereof, no person holds, directly or indirectly, nor exercises control or direction over shares carrying more than 10% of the voting rights attached to all the shares of the Corporation.

Who counts the votes?

The Corporation’s transfer agent, Computershare, counts and tabulates the proxies. This is done independently of the Corporation to preserve the confidentiality of individual shareholder votes. Proxies

are referred to the Corporation only in cases where a shareholder clearly intends to communicate with management or when it is necessary to do so to meet the requirements of applicable law.

If I need to contact the transfer agent, how do I reach them?

For general shareholder enquiries, you can contact the transfer agent:

By mail:

Computershare Investor Services Inc.
100 University Avenue, 8th Floor
Toronto, Ontario, M5J 2Y1

By telephone

within Canada and the United States at 1 (800) 564-6253

By fax:

within Canada and the United States at 1 (888) 453-0330

If my shares are not registered in my name but are held in the name of a nominee (a bank, trust company, securities broker, trustee or other), how do I vote my shares?

There are two ways you can vote your shares held by your nominee. As required by Canadian securities legislation, you will have received from your nominee either a request for voting instructions (a Voting Instructions Form) or a form of proxy for the number of shares you hold. For your shares to be voted for you, please follow the voting instructions provided by your nominee. Since the Corporation has limited access to the names of its beneficial (non-registered) shareholders, if you attend the Meeting, the Corporation may have no record of your shareholdings or of your entitlement to vote unless your nominee has appointed you as proxy holder. Therefore, if you wish to vote in person at the Meeting, insert your own name in the space provided on the request for voting instructions or form of proxy and return same by following the instructions provided. Do not otherwise complete the form as your vote will be taken at the Meeting. Please register with the transfer agent, Computershare, upon arrival at the Meeting.

MATTERS TO BE ACTED UPON AT THE MEETING

1. Presentation of the Financial Statements

The audited financial statements of the Corporation for the financial year ended May 31, 2017 and the auditors' report thereon will be submitted to shareholders at the Meeting but no vote with respect thereto is required or proposed to be taken.

2. Election of Directors

Pursuant to the Corporation's articles and resolutions of its Board of Directors, the business of the Corporation is managed by a Board of Directors consisting of not less than three and not more than ten directors.

At the Meeting, the four persons named hereunder will be proposed for election as directors of the Corporation for the ensuing year. You can vote for all of these proposed directors, vote for some of them and withhold for others, or withhold for all of them. **Except where authority to vote for the election of directors is withheld, the persons named in the accompanying form of proxy will vote the shares represented by such form of proxy at the Meeting FOR the election of each of the persons named hereunder.**

A simple majority of the votes cast, in person or by proxy, will constitute approval of this matter. Each director elected will hold office until the next annual meeting of the shareholders or until a successor is duly elected or appointed, unless his office is vacated earlier pursuant to the by-laws of the Corporation.

The nomination of candidates for the Board of Directors of the Corporation is subject to by-law 2012-01, which establishes the process to be followed by the shareholders to nominate a person for election as a director of the Corporation and provides for a reasonable period of time to submit candidacies, as well as specific requirements as to the information which must accompany the candidacies (the “**Advance notice of nomination**”). As of the date of this Management Proxy Circular, the Corporation had received no Advance notice of nomination by a shareholder. See the sections entitled “**Advance notice of nomination**” and “**2018 advance notice of nomination**” below.

The table below indicates, for each nominee proposed for election as a director, his/her name, province and country of residence, position held in the Corporation, present principal occupation, the year he/she became a director, whether or not he/she is independent, and the committees of the Corporation's Board of Directors of which he/she is a member. The table also indicates the number of shares of the Corporation with voting rights controlled or beneficially owned, directly or indirectly, by the nominee.

The management of the Corporation does not contemplate that any of the nominees hereunder will, for any reason, become unable or unwilling to serve as a director. **However, if any change should occur prior to the Meeting, the persons named in the form of proxy reserve the right to vote for other nominees of their choice unless the shareholder has indicated in the form of proxy his wish to withhold from exercising the voting rights attached to his shares at the time of the election of the directors.**

The nominees themselves have provided the following information to the Corporation, which is up to date as of the date of the Management Proxy Circular.

Name, Residence and Office Held in the Corporation	Principal Occupation	Director since	Number and Percentage of Common Shares Beneficially Owned or Controlled
Kiril Mugerman Quebec, Canada Director Non-Independent	President and Chief Executive Officer and President, CEO and director of Kintavar Exploration Inc.	2016	262,500 0.34%
Kosta Kostic Quebec, Canada Director Independent	Partner, McMillan LLP, a national Canadian law firm	2017	Nil
Gilles Gingras ⁽¹⁾⁽²⁾⁽³⁾ Quebec, Canada Director Independent	Retired and former Partner in audit and advisory services at Deloitte LLP, a global professional services firm	2013	245,000 0.31%
Mario Spino ⁽¹⁾⁽²⁾⁽³⁾ Quebec, Canada Director Independent	National Bank of Canada, model validation	2010	650,200 0.83%

(1) Member of the Audit Committee.

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

(3) Member of the Finance and Strategy Committee.

All nominees were elected to their present term of office by the shareholders of the Corporation at a meeting in respect of which the Corporation circulated to shareholders a management proxy circular, with the exception of Kosta Kostic. Further background information with respect to Mr. Kostic is set forth below.

Kosta Kostic

Kosta is a Partner and member of McMillan LLP's National Capital Markets and M&A Group. His practice is predominantly focused on corporate finance, securities and mergers and acquisitions matters. Kosta has a broad range of experience providing advice to companies with respect to their ongoing corporate and securities law obligations. He has acted for various junior, mid-cap and established issuers in connection with their initial public offerings, follow-on offerings and listings on the Toronto Stock Exchange, the TSX Venture Exchange and the Canadian Securities Exchange. Kosta regularly acts for clients in the following industries: mining, oil and natural gas, renewable energy, information technology, biotechnology, manufacturing, retail and transportation. Kosta is a member of the Local Advisory Committee for the TSX Venture Exchange. He has also served as a director or corporate secretary of several publicly-listed and private companies, including Relevium Technologies Inc., Junex Inc., Element 79 Capital Inc., Threegold Resources Inc., and Impak Finance. Kosta is also a co-founder of FinFusion, a Quebec-based non-profit organization that helps develop, promote and support innovation in the finance and technology community (Fintech) in Montreal, in Quebec and in Canada. A member of the Barreau du Québec since 2002, Kosta received a B.C.L./LL.B. from McGill University in 2001 and B.A. in Communication Studies from Concordia University in 1996. He has also completed an executive training program on financial information at the McGill International Executive Institute and received a Certificate in Mining Law from Osgoode Hall Law School.

Cease Trade Orders, Bankruptcies, Penalties or Sanctions

To the best of the Corporation's knowledge, after having made due inquiry, the Corporation confirms that as at the date hereof, no proposed director of the Corporation:

- (a) is, as at the date of hereof or has been, within the 10 years before the date hereof, a director, chief executive officer or chief financial officer of any corporation (including the Corporation), that:
 - (i) was subject to a cease trade or similar order or an order that denied the corporation access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days, and was issued while that person was acting in that capacity; or
 - (ii) was subject to a cease trade or similar order or an order that denied the corporation access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days, and that was issued after the proposed director ceased acting in that capacity and which resulted from an event that occurred while that person was acting in that capacity;
- (b) is, as at the date hereof or has been within the 10 years before the date hereof, a director or executive officer of any corporation (including the Corporation) 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 hereof, 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 its assets;

Furthermore, to the best of the Corporation's knowledge, after having made due inquiry, the Corporation confirms that as at the date hereof, no proposed director of the Corporation:

- a) was 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; nor
- b) was subject to any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable investor in deciding whether to vote for a proposed director.

Advance Notice of Nomination

The nomination of candidates for the Board of Directors of the Corporation is subject to by-law 2012-01 passed by the Board of Directors of the Corporation on September 21, 2012 and ratified by the shareholders at the annual and special meeting of the shareholders held on October 30, 2012, which establishes the terms applicable to the Advance notice of nomination. The purpose of the Advance notice of nomination is to treat all the shareholders fairly by ensuring that they, including those who participate to a meeting by proxy rather than in person, will receive adequate Advance notice of the nominations which will be reviewed at the meeting and thus can exercise their voting rights in an enlightened manner. Furthermore, the advance notice provision will contribute to facilitate holding a meeting in an orderly and efficient way.

The Advance notice of nomination shall fix a deadline by which the registered holders of common shares of the Corporation may nominate a person for election at the Board of Directors of the Corporation prior to any annual or special meeting of the shareholders and specify the information which a shareholder must include in the advance notice to the Corporation for such written notice to be properly given.

As of the date of this Management Proxy Circular and in respect of the Meeting referred to herein, the Corporation has received no advance notice under the requirement for Advance notice of nomination. Accordingly, only the nominations proposed or authorized by the Board of Directors will be reviewed at the Meeting.

The terms of by-law 2012-01 pertaining to the Advance notice of nomination may be found at Schedule « C » of the proxy circular dated October 1, 2012 prepared for the purposes of the annual and special meeting of the shareholders of the Corporation held on October 30, 2012, a copy of which is available under the Corporation's profile on SEDAR at www.sedar.com.

2018 Advance Notice of Nomination

In the event that a shareholder wishes to propose the candidacy of one or several persons as directors of the Corporation at the next annual meeting of the shareholders of the Corporation to be held in 2018, an Advance notice of nomination must be sent to the Corporation at least 30 days and no more than 65 days prior to the date of the annual meeting, however provided that in the event that the annual meeting is scheduled to be held on a date which falls less than 50 days after the date on which a first public announcement has been made, the notice cannot be given later than at close of business on the 10th day following such public announcement.

3. Appointment of Auditors

The Board of Directors proposes the nomination of PricewaterhouseCoopers LLP (“PwC”) as auditors of the Corporation for the financial year ending May 31, 2018.

Consequently, shareholders of the Corporation are asked to approve the re-appointment of PwC as the auditors of the Corporation to hold office until the close of the next annual shareholders’ meeting of the Corporation and to authorize the Board of Directors to establish the auditors’ remuneration.

Except where authority to vote for the appointment of the auditors of the Corporation is withheld, the persons named in the accompanying form of proxy will vote the shares represented by such form of proxy at the Meeting FOR the appointment of PwC as auditors of the Corporation for the current financial year, and to authorize the directors of the Corporation to fix their remuneration.

A simple majority of the votes cast, in person or by proxy, will constitute approval of this matter.

4. Approval of Stock Option Plan

The Stock Option Plan was last approved by the shareholders on November 29, 2016. The Stock Option Plan of the Corporation was established by the Board of Directors of the Corporation in July 2010. The Stock Option Plan was amended in November 2010 so as to set a vesting schedule for all options granted. The Stock Option Plan was also amended in February 2011 in order to allow the Corporation to take such steps as are considered necessary or appropriate for the withholding and/or remittance of any taxes which the Corporation is required by any law or regulation of any governmental authority whatsoever to withhold and/or remit in connection with any option grant or option exercise. During the year ended May 31, 2014, the Board of Directors amended the Stock Option Plan in order to meet the requirements of the TSX Venture Exchange.

Under the Stock Option Plan, the Board of Directors may, from time to time and at its discretion, grant to directors, officers, employees or consultants of the Corporation options to acquire common shares of the Corporation, provided that the number of options granted does not exceed a maximum of 10% of the aggregate number of common shares of the Corporation issued and outstanding. Consequently, the number of common shares that are reserved under the Stock Option Plan is automatically increased as the number of issued and outstanding common shares of the Corporation increases. This is known as a “rolling” stock option plan.

Under TSX Venture Exchange *Policy 4.4 - Incentive Stock Options*, a “rolling” stock option plan, such as the Stock Option Plan, must receive shareholder approval yearly, at the annual meeting of shareholders. Accordingly, at the Meeting, shareholders will be asked to consider, and if deemed appropriate, to pass, with or without variation, a resolution in the form annexed to this Management Proxy Circular as Schedule “A” (the “**Stock Option Plan Resolution**”), subject to such amendments, variations or additions as may be approved at the Meeting, ratifying, confirming and approving the Stock Option Plan.

The Board of Directors and management recommend the adoption of the Stock Option Plan Resolution. In order to be adopted, the Stock Option Plan Resolution must be approved by a majority of the votes cast by the shareholders, either present in person or represented by proxy at the Meeting. **Unless the form of proxy states otherwise, the persons named in the accompanying form of proxy will vote the shares represented by such form of proxy at the Meeting FOR the approval of the Stock Option Plan Resolution.**

A simple majority of the votes cast, in person or by proxy, will constitute approval of this matter.

The following is a summary of the terms and conditions of the Stock Option Plan:

- the Board of Directors of the Corporation may grant options to acquire common shares of the Corporation to directors, executive officers, employees and services providers of the Corporation and of its subsidiaries;
- the Board of Directors administers the Stock Options Plan, designates the recipients of options and determines the number of common shares covered by each such option, the exercise price of each option, the expiry date and any other question relating thereto, in each case in accordance with the applicable legislation of the securities regulatory authorities.
- the price at which the common shares covered by an option may be purchased pursuant to the Stock Option Plan will not be lower than the value of the common shares as recorded in the last sale of a board lot on the TSX Venture Exchange on the day preceding the allocation of the option;
- all options granted under the Stock Option Plan may be exercised during varying option periods established by the Board of Directors that do not exceed five (5) years;
- options granted are non-transferable;
- the maximum number of shares that may be issued under the Stock Option Plan will be limited to 10% of the issued shares at the time of the grant of the options;
- the number of shares reserved for issuance during a twelve month period cannot exceed the following percentage of issued and outstanding shares of the Corporation, being:
 - i) 5% in the case of an individual;
 - ii) 2% in the case of a consultant; and
 - iii) 2% for all persons providing investor relation services, with these options to be acquired gradually over that 12 month period, with a maximum of 25% per quarter;
- the options shall terminate upon the death, retirement, resignation or termination of employment of the beneficiary, the beneficiaries or their heirs sometimes having additional delays (that cannot exceed 12 months) stipulated by the Stock Option Plan to exercise their options; and
- the options granted (to person other than to a person providing investor relation services) vest gradually over a period of 24 months from the day of grant, at a rate of 1/4 per six-month period.

5. Distribution of Kintavar Exploration Inc. shares in the form of return of capital

During the financial year ending May 31, 2017, the Corporation completed a transaction with Kintavar Exploration Inc. (“**Kintavar**”) where the Corporation sold its gold portfolio for \$2,500,000 for 17,857,143 shares of Kintavar at \$0.14 per share. The Corporation intends to distribute (the “**Distribution**”) to its shareholders, conditional on shareholder approval, a portion of the Kintavar shares received from the sale of the Corporation’s gold portfolio. The exact number of shares to be distributed to shareholders will be

determined by the Board of Directors at a later date after obtaining the shareholder approval for the proposed Distribution.

The Corporation has designated the Distribution as a distribution in the form of a return of capital and as a result is not required to issue any tax slips related to the Distribution. Shareholders with questions regarding the tax treatment of the Distribution should consult with their own tax advisors or contact their local office of the Canada Revenue Agency and, where applicable, the provincial taxation authorities.

For any further information about Kintavar, shareholders are invited to contact Kintavar directly or visit their website at www.kintavar.com.

Accordingly, at the Meeting, shareholders will be asked to consider, and if deemed appropriate, to pass, with or without variation, a resolution in the form annexed to this Management Proxy Circular as Schedule “D” (the “**Kintavar Resolution**”), subject to such amendments, variations or additions as may be approved at the Meeting, approving the Distribution.

The Board of Directors and management recommend the adoption of the Kintavar Resolution. In order to be adopted, the Kintavar Resolution must be approved by a majority of the votes cast by the shareholders, either present in person or represented by proxy at the Meeting. **Unless the form of proxy states otherwise, the persons named in the accompanying form of proxy will vote the shares represented by such form of proxy at the Meeting FOR the approval of the Kintavar Resolution.**

A simple majority of the votes cast, in person or by proxy, will constitute approval of this matter.

6. Patent ownership and royalty agreement with the Corporation’s Chief Technology Officer, Dr. Pouya Hajiani

On August 14, 2017, the Corporation announced that the Corporation and Innord Inc. (“**Innord**”, a private subsidiary of the Corporation) entered into a patent ownership and royalty agreement with its Chief Technology Officer, Dr. Pouya Hajiani, to insure the long-term development and commercialization of the Corporation’s proprietary rare earths extraction and separation technologies (the “**Agreement**”). The Agreement will replace the 2013 agreement that granted Dr. Hajiani 1,000,000 common share purchase warrants of the Corporation in exchange for the transfer by Dr. Hajiani of certain intellectual property rights to the Corporation, and which warrants will be cancelled pursuant to the Agreement. The new Agreement differs in the fact that it (i) secures the Corporation’s key asset (namely, Dr. Hajiani and his expertise) and (ii) aligns the interests of all those involved in the proposed commercialization of the Montviel project and of the proprietary separation technology.

Royalties and licence payments

The Extraction Royalty and the Separation Royalty (the “**Royalties**”) to be granted to Dr. Hajiani on commercialization under the Agreement may be summarized as follows:

- Extraction Royalty of 1.5% of the Net Profits for the extraction products. The royalty will increase to 2% if the gross profit margin of the operation (“**GPM**”), before subtracting the Royalties, is greater than 40% and it will be reduced to 1% if the GPM, before subtracting the Royalties, is less than 15%.
- Separation Royalty of 3% of the Net Sales Revenue for the separation products. The royalty will increase to 4% if the GPM, before subtracting the Royalties, is greater than 40% and it will be reduced to 2.5% if the GPM, before subtracting the Royalties, is less than 15%.

Pursuant to the Agreement, commercialization is deemed to occur at the earliest of:

- Oxide separation at a rate of 50 kg/day of Separation Products in oxide form for at least (i) 10 consecutive business days or (ii) 20 business days during any 2 month period, and the receipt by the Corporation of the full payment of a first order relating to such production.
- Montviel production – if the Corporation’s Montviel project has reached 100% of nameplate capacity or 12 months after reaching 60% capacity or after reaching 60% of capacity and no longer ramping up to 100%.

The Agreement also includes a provision for a license payment if either the Corporation or Innord license the separation or the extraction technology, as the case may be. In such case, the Corporation and Innord will pay Hajiani twenty-five percent (25%) of all cash and the cash equivalent of any non-cash consideration derived from any license granted by the Corporation and Innord, less all reasonable direct expenses incurred by the Corporation and Innord in relation with the associated patent’s filing, maintenance, and enforcement.

The term of the Royalties will continue until the latest of: the last of the patents expires or a minimum of twenty years equivalent of payments have been made (four quarters per year equals 80 payments). If patents expired and GPM (gross profit margin) in the payment period is less than 15%, then no Royalty payment will occur. If GPM goes above 15% in any of the subsequent payment periods, the Royalty payment will occur in the said payment period until the total of 80 payments total has been reached.

The term for the license payment shall commence once a license has been entered into and payment has been received by the Corporation or Innord, as the case may be, and continue until the latest of: (i) last of the patents expires or (ii) no licenses are still in force.

Shared ownership on newly developed technology until commercialization

In addition, and in order to retain and secure the long term commitment of Dr. Hajiani, the Agreement provides that development work not currently covered by the patents that the Corporation has already filed, will be jointly owned by Dr. Hajiani and GeoMega (for the extraction work) and Innord (for the separation work) until commercialization at which point such rights shall be immediately and irrevocably assigned to GeoMega and Innord, as the case may be.

If Dr. Hajiani is to leave Geomega and / or Innord prior to commercialization, then all of the technology rights are transferred to Geomega and Innord, respectively.

Technology preservation strategy in a change of control (for example, an acquisition targeting the technology by a foreign competitor)

The technology that is being developed by the Corporation and Dr. Hajiani is considered to be disruptive in nature in its industry. Therefore, it is a reasonable and legitimate concern that while the Corporation’s valuation remains low, the Corporation is under threat of being opportunistically acquired in order to undermine or discontinue the development of the technology. Accordingly, in the event of a Change of Control, essentially defined in the Agreement as any person holding shares or rights or options to acquire voting shares of the Corporation or Innord, representing 40% or more of the votes entitled to be cast at a meeting of the shareholders of the Corporation, Dr. Hajiani reserves the right to leave the employment of Geomega/Innord in exchange for a perpetual, worldwide, non-exclusive license in and to the technology (the “**Hajiani License**”). If that occurs, then Dr. Hajiani waives his rights to the Royalties and instead grants the same royalties and licensing fee structures as summarized above to Geomega and Innord,

respectively, thereby ensuring a revenue stream to the Corporation and Innord, as the case may be. Dr. Hajiani has 60 days from the date of being notified in writing of a Change of Control to waive the Hajiani License trigger, in which case the Agreement as a whole will continue as is, including, without limitation, as regards the license and Royalty payments.

If Dr. Hajiani is constructively dismissed in connection with a Change of Control or terminated by either party, he shall be deemed to have been granted the Hajiani License and this notwithstanding any other license payments or Royalty payments that he is otherwise continued to be entitled to.

Related Party Transaction - Majority of the Minority Approval

As disclosed in the Corporation's August 14, 2017 press release, the entering into of the Agreement may be considered a "related party transaction" under *Regulation 61-101 respecting Protection of Minority Security Holders in Special Transactions* ("**Regulation 61-101**") and the corresponding Policy 5.9 of the TSX Venture Exchange ("**TSXV**"), and is subject to the approval of the TSXV and the majority of the minority shareholders at the Meeting. The Corporation benefits from a self-executing exemption (provided for in Section 5.5(b) of Regulation 61-101) from the formal valuation requirement of Regulation 61-101 in that the common shares of the Corporation are listed on the TSXV; however, and as previously mentioned, the Agreement is subject to TSXV and majority of the minority shareholder approval. Accordingly, at the Meeting, shareholders will be asked to consider, and if deemed appropriate, to pass, with or without variation, a resolution in the form annexed to this Management Proxy Circular as Schedule "E" (the "**Hajiani Agreement Resolution**"), subject to such amendments, variations or additions as may be approved at the Meeting, approving the Agreement. Dr. Hajiani, as the "related party" in question, is not entitled to vote on the Hajiani Agreement Resolution.

The Corporation has obtained the conditional acceptance of the TSXV in connection with the proposed Agreement, subject to the receipt of the requisite shareholder approval contemplated hereby. As previously indicated, a total of 1,137,500 shares which are held directly by Dr. Hajiani, representing 1.45% of the issued and outstanding shares of the Corporation, will be excluded from the vote to approve the Hajiani Agreement Resolution. None of Dr. Hajiani's associates or affiliates hold any shares of the Corporation.

A copy of the Agreement is annexed hereto as Schedule "F". Shareholders are encouraged to read the Agreement in connection with their consideration of the Hajiani Agreement Resolution.

A simple majority of the votes cast, in person or by proxy, will constitute approval of this matter.

Management and the Board of Directors, with Mr. Couture expressing his dissent, has determined that the Agreement is in the best interests of the Corporation and recommend the adoption of the Hajiani Agreement Resolution. In order to be adopted, the Hajiani Agreement Resolution must be approved by a majority of the votes cast by the shareholders, either present in person or represented by proxy at the Meeting. **Unless the form of proxy states otherwise, the persons named in the accompanying form of proxy will vote the shares represented by such form of proxy at the Meeting FOR the approval of the Hajiani Agreement Resolution.**

The Corporation began discussions with Dr. Hajiani in August 2016 regarding an appropriate royalty structure and by October of 2016 a basis of the structure was finalized between Dr. Hajiani and the Corporation in order to move forward, with the board of directors supervising the process and holding two formal meetings to consider the royalty structure. Between October 2016 and August 2017, management and the board of directors consulted with several corporate and intellectual property lawyers, management completed several negotiation and review sessions in order to arrive at the final agreement that was signed

on August 11, 2017. During this time, the board of directors met on several occasions to receive updates from management and legal counsel on the status of the agreement, and to provide their feedback on the terms and to ensure that the final product was in the best interests of the Corporation.

As noted, Mr. Couture expressed his dissent with respect to the Agreement. The dissent by Mr. Couture was based on his disagreement with the structure of the shared ownership, the structure of the incentives and the structure of the change of control clause.

STATEMENT OF EXECUTIVE COMPENSATION

Compensation Discussion and Analysis

Corporate governance, Nomination and Compensation Committee

Duties and Responsibilities

In order to assist the Board of Directors in fulfilling its responsibilities with respect to human resources matters and in order to consolidate corporate governance, nomination and compensation matters in one committee, the Board of Directors has established the Corporate Governance, Compensation and Nomination Committee on September 19, 2013.

The Corporate Governance, Compensation and Nomination Committee's purpose is to:

- (a) fix the Chief Executive Officer's ("CEO") individual goals and objectives as well as corporate goals which are relevant to his compensation and review such goals and objectives with the CEO and evaluate the CEO's performance in light of those goals and objectives, determine and recommend for approval the CEO's compensation based on that evaluation and report to the Board of Directors thereon;
- (b) in consultation with the CEO, review and make recommendations to the Board of Directors with respect to the compensation of all members of senior management other than the CEO (including incentive-compensation plans, equity-based plans, the terms of any employment agreements, severance arrangements, and change in control arrangements or provisions, and any special or supplemental benefits, as the case may be), with a view to maintaining a compensation program for the senior management at a fair and competitive level, consistent with the best interests of the Corporation;
- (c) when requested by the Board, review and make recommendations to the Board of Directors with respect to compensation of directors, the Chairman of the Board of Directors and those acting as committee chairs to, among other things, ensure their compensation appropriately reflects the responsibilities they are assuming;
- (d) when requested by the Board, determine and make recommendations to the Board of Directors regarding stock option awards pursuant to any of the Corporation's equity-based plans;
- (e) when requested by the Board, review the efficiency of incentive compensation programs and equity-based compensation programs for the Corporation's directors, officers and employees, and, when seen as advisable, make recommendations to the Board of Directors regarding the role thereof;
- (f) when requested by the Board, review executive compensation disclosure prior to public disclosure of this information by the Corporation; and
- (g) when requested by the Board, review with the Board of Directors the succession plans relating to the position of the CEO and other senior positions and make recommendations to the Board of Directors with respect to the selection of individuals to occupy these positions.

Composition and Experience

During the most recently completed financial year, the Corporate Governance, Compensation and Nomination Committee was comprised of three directors, namely Mario Spino (Chair), Paul-Henri Couture and Gilles Gingras, all of whom were independent members.

Each member of the Corporate Governance, Compensation and Nomination Committee was an experienced business person and had general knowledge of incentive structures and compensation levels.

Mr. Spino, model validation at National Bank of Canada, has extensive experience in financial market risk management and previously held the position of principal advisor with KPMG's consulting services in this field. Mr. Couture has been involved with more than thirty (30) boards over his career, and has gained experience in compensation programs. Mr. Gingras was a member of the Canadian Board of directors and of the finance, risks management and governance committees of Deloitte LLP, in which he developed an experience in relation with compensation and governance. These skills and experiences enabled the Corporate Governance, Compensation and Nomination Committee to make proper decisions on the suitability of the Corporation's compensation program.

Objectives of the Corporation's Compensation Program

The Corporation does not have a formal executive compensation program, however the Corporation aims at offering to its executives, compensation packages that meet executive compensation packages for executives with similar talents, qualifications and responsibilities at corporations with similar financial, operating and industrial characteristics.

The Corporation is an exploration and development corporation and will not be generating significant revenues from operations for the foreseeable future. As a result, the use of traditional and measured performance metrics, such as corporate profitability, is not considered by the Corporation to be appropriate in the evaluation of the performance of its executives.

During the last financial year, the Corporation has not adopted specific corporate and individual objectives to determine the compensation to be paid to the executive officers.

As the Corporation is at the exploration and development phase with respect to its properties, it often has to operate with limited financial resources and control costs to ensure that funds are available to complete scheduled programs. As a result, the Board of Directors has also considered not only the financial situation of the Corporation at the time of the determination of the compensation but also the estimated financial situation in the mid and long-term.

For the financial year ended May 31, 2017, the compensation paid to the executive officers was determined after taking into consideration the Corporation's business strategy, compensation packages that meet executive compensation packages for executives with similar talents, qualifications and responsibilities at corporations with similar financial, operating and industrial characteristics and general economic considerations. Please refer to the heading entitled "**Compensation Process**" of this Management Proxy Circular.

Compensation and Risk Management

In light of the Corporation's size and the fact that it has not implemented a formal compensation program, it was not applicable for either the Corporate Governance, Compensation and Nomination Committee or the Board of Directors to consider risks associated a compensation program.

The Corporation, as part of adopting its Insider Trading Policy, adopted a provision restraining the Named Executive Officers (as hereinafter defined) or directors from purchasing financial instruments such as prepaid variable forward contracts, equity swaps, collars or units of exchange funds, any of which are designed to hedge their equity-based compensation awards or the value of the securities they hold.

Compensation Process

The Corporate Governance, Compensation and Nomination Committee relies on the knowledge and experience of its members to target appropriate levels of compensation for executive officers.

The Corporate Governance, Compensation and Nomination Committee uses data publicly available to it to ensure that the Corporation is maintaining a level of compensation that is both commensurate with the size of the Corporation and sufficient to retain key personnel. In 2013, the Corporate Governance, Compensation and Nomination Committee engaged in comparative data benchmarking for the purpose of establishing compensation levels relative to any predetermined level and compares its compensation to a specific peer group of companies. Such specific peer group was composed of the following companies:

<u>Corporations</u>	<u>Activities</u>	<u>Publicly traded</u>	<u>Size of Issuer (Assets)</u>	<u>Head office in Quebec</u>
Matamec Explorations Inc.	Mining	Yes	\$5,000,001 to \$25,000,000	Yes
Quest Rare Minerals Ltd.	Mining	Yes	\$5,000,001 to \$75,000,000	Yes

Such companies were selected considering criteria such as similar financial, operating and industrial characteristics as well as whether the companies are publicly-traded. During the year ended May 31, 2017, the Committee found that the Executive compensation was still adequate based on the financial markets and the financial situation of the Corporation.

In the Corporate Governance, Compensation and Nomination Committee’s view, external data provides insight into external competitiveness, but it is not an appropriate single basis for establishing compensation levels. External data is considered, along with an assessment of individual performance and experience, the Corporation’s business strategy, and general economic considerations.

In order to be assisted in its functions, the Corporate Governance, Compensation and Nomination Committee shall have the authority to hire an independent compensation consultant to provide comparative market data and trends. However, due to the financial constraints of the Corporation during the last financial year, no such consultant was hired for the purpose of establishing compensation levels relative to any predetermined level or of comparing of the compensation to a specific peer group of corporations.

Elements of Executive Compensation

The compensation of the executive officers consists primarily of the payment of a base salary or consulting fees (in the case of contractor arrangements) and, in certain cases, the granting of options.

Base salary or consultant fees

The Board of Directors, in determining base salary or consultant fees for each executive officer, considers the person’s experience, position and responsibility within the Corporation. Base salaries or consulting fees are reviewed annually by the Compensation Committee.

Annual bonus

The Corporation has not adopted an annual bonus plan. Awards of annual bonuses are at the discretion of the Board of Directors. No awards were made in the financial year ended May 31, 2017.

Stock Options

The Board of Directors believes that executive officers and employees should have a stake in the future growth of the Corporation and that their interests should be aligned with those of the shareholders. Executive officers, employees, directors and consultants who have an ability to directly impact the Corporation's business are eligible to participate in the Corporation's Stock Option Plan.

Stock Options may be awarded by the Board of Directors to executive officers and directors at the commencement of their employment or directorship, annually based on meeting corporate and individual objectives, or for specific requirement, as the Board sees fit.

In reviewing option grants, the Board of Directors gives consideration to the number of options already held by the executive officer, the level of responsibility assumed by the executive officer as well as his overall contribution to the Corporation's business plan. For the financial year ended May 31, 2016, the Compensation Committee determined the number of options granted in a discretionary manner based on the roles of each participant.

For more information with respect to the Corporation's Stock Option Plan, please refer to the heading entitled "**Ratification and confirmation of Stock Option Plan**" of this Management Proxy Circular.

Executive Compensation Summary

Summary Compensation Table

During the most recently completed financial year ended May 31, 2017, the Corporation had five Named Executive Officers (as hereinafter defined), namely Kiril Mugerman, its President and Chief Executive Officer, appointed September 14, 2015, Alain Cayer, its Vice-President Exploration, Ingrid Martin its Chief Financial Officer, appointed October 17, 2016, L. Derek Lindsay who ceased to be Chief Financial Officer on October 17, 2016, and Dr. Pouya Hajiani, its Chief Technology Officer,

"**Named Executive Officer**" means each of the following individuals:

- (a) the Chief Executive Officer;
- (b) the Chief Financial Officer;
- (c) each of the three most highly compensated executive officers, or the three most highly compensated individuals acting in a similar capacity, other than the Chief Executive Officer and the Chief Financial Officer, at the end of the most recently completed financial year whose total compensation was, individually, more than \$150,000, for that financial year; and
- (d) each individual who would be a Named Executive Officer under paragraph (c) but for the fact that the individual was neither an officer of the Corporation, nor acting in a similar capacity, at the end of that financial year.

The following table sets forth all annual and long-term compensation awarded, paid to or earned by the Corporation's Named Executive Officers during the financial years of the Corporation ended May 31, 2017, 2016 and 2015.

Name and Principal Position	Year	Salary (\$)	Share-Based Awards (\$)	Option Based Awards (\$)	Non-Equity Incentive Plan Compensation (\$)		Pension Value (\$)	All Other Compensation (\$)	Total Compensation (\$)
					Annual Incentive Plans	Long Term Incentive Plans			
Kiril Mugerma ⁽⁶⁾ President and Chief Executive Officer	2017	128,120	-	34,500 ⁽³⁾	-	-	-	-	162,620
	2016	119,375	-	32,238 ^(4,8)	-	-	-	-	151,613
	2015	54,067	-	3,360 ⁽⁹⁾	-	-	-	-	57,427
Ingrid Martin ⁽¹⁰⁾ Chief Financial Officer	2017	77,641 ⁽¹¹⁾	-	13,800 ⁽³⁾	-	-	-	-	91,441
Alain Cayer ⁽¹⁾ Vice-President Exploration	2017	133,256	-	20,700 ⁽³⁾	-	-	-	-	153,956
	2016	139,050	-	5,544 ⁽⁴⁾	-	-	-	-	144,594
	2015	138,038	-	26,250 ⁽⁷⁾	-	-	-	-	164,288
Pouya Hajiani ⁽²⁾ Process Engineer and Chief Technology Officer	2017	150,000	-	10,350 ⁽³⁾	-	-	-	-	160,350
	2016	150,000	-	8,317 ⁽⁴⁾	-	-	-	-	158,317
	2015	150,000	-	-	-	-	-	-	150,000
L. Derek Lindsay ⁽⁵⁾ Chief Financial Officer	2017	20,833	-	-	-	-	-	-	20,833
	2016	75,400	-	2,772 ⁽⁴⁾	-	-	-	-	78,172
	2015	29,000	-	5,500 ⁽⁵⁾	-	-	-	-	34,500

(1) Mr. Cayer joined the Corporation on September 1, 2011 and was appointed Vice-President Exploration on April 30, 2012.

(2) Mr. Hajiani joined the Corporation on March 1, 2013 as a process engineer. He was appointed Chief Technology Officer on January 26, 2015.

(3) In 2017, for the 500,000 options granted to Mr. Mugerma, the 300,000 options granted to Mr. Cayer, the 150,000 options granted to Mr. Hajiani and the 200,000 options granted to Mrs. Martin, the \$0.07 fair value per option was estimated using the Black-Scholes model with no expected dividend yield, an expected volatility of 112%, a risk-free interest rate of 0.55% and an expected life of options of 3.75 years.

(4) In 2016, for the 150,000 options granted to Mr. Mugerma, the 100,000 options granted to Mr. Cayer, the 150,000 options granted to Mr. Hajiani and the 50,000 options granted to Mr. Lindsay, the \$0.06 fair value per option was estimated using the Black-Scholes model with no expected dividend yield, an expected volatility of 129%, a risk-free interest rate of 0.8% and an expected life of options of 3.75 years.

(5) Mr. Lindsay joined the Corporation on January 26, 2015 as Chief Financial Officer. He acted as interim President and Chief Executive Officer of the Corporation between July 23, 2015 and September 14, 2015. He ceased to be the Chief Financial Officer on October 16, 2016. In 2015, for the 50,000 options granted to Mr. Lindsay, the \$0.11 fair value per option was estimated using the Black-Scholes model with no expected dividend yield, an expected volatility of 131%, a risk-free interest rate of 0.67% and an expected life of options of 3.75 years.

(6) Mr. Mugerma was appointed President and Chief Executive Officer of the Corporation on September 14, 2015. Starting January 1, 2017, part of Mr. Mugerma's salary is charged to Kintavar Exploration inc, based on time sheet.

(7) In 2015, for the 125,000 options granted to Mr. Cayer, the \$0.21 fair value per option was estimated using the Black-Scholes model with no expected dividend yield, an expected volatility of 132%, a risk-free interest rate of 1.58% and an expected life of options of 3.75 years.

(8) In 2016, for the 300,000 options granted to Mr. Mugerma, the \$0.08 fair value per option was estimated using the Black-Scholes model with no expected dividend yield, an expected volatility of 131%, a risk-free interest rate of 0.62% and an expected life of options of 3.75 years.

(9) In 2015, for the 30,000 options granted to Mr. Mugerma, the \$0.11 fair value per option was estimated using the Black-Scholes model with no expected dividend yield, an expected volatility of 131%, a risk-free interest rate of 0.67% and an expected life of options of 3.75 years.

(10) Mrs Martin was named Chief Financial Officer of the Corporation on October 17, 2016

(11) The Chief Financial Officer receives her compensation through a Corporation controlled by her, Ingrid Martin CPA Inc. The amount disclosed is for professional fees from the Chief Financial Officer and does not include the fees of her support staff.

Incentive Plan Awards

Outstanding Share-based Awards and Option-based Awards

The following table indicates for each of the Named Executive Officers all awards outstanding at the close of the financial year ended May 31, 2017.

Name	Option-Based Awards				Share-Based Awards	
	Number of Securities Underlying Unexercised Options (#)	Option Exercise Price (\$)	Option Expiration Date	Value of Unexercised In-The-Money Options ⁽¹⁾ (\$)	Number of Shares or Units of Shares That Have Not Vested (#)	Market or Payout Value of Share-Based Awards That Have Not Vested ⁽¹⁾ (\$)
Kiril Mugerma ⁽⁵⁾ President and Chief Executive Officer	30,000	0.14	January 23, 2020	-	-	-
	300,000	0.085	September 13, 2020	-	-	-
	150,000	0.07	November 22, 2020	-	-	-
	500,000	0.095	November 29, 2021	-	-	-
Ingrid Martin ⁽⁶⁾ Chief Financial Officer	200,000	0.095	November 29, 2021	-	-	-
Alain Cayer ⁽²⁾ Vice-President Exploration	100,000	0.45	July 19, 2017	-	-	-
	100,000	0.42	October 30, 2017	-	-	-
	125,000	0.26	September 17, 2019	-	-	-
	100,000	0.07	November 22, 2020	-	-	-
	300,000	0.095	November 29, 2021	-	-	-
Pouya Hajiani ⁽⁴⁾ Process Engineer and Chief Technology Officer	150,000	0.07	November 22, 2020	-	1,000,000 ⁽⁴⁾	-
	150,000	0.095	November 29, 2021	-	-	-
L. Derek Lindsay ⁽³⁾ Chief Financial Officer	-	-	-	-	-	-

(1) Calculated based on the difference between the exercise price of the options and the closing price of the common shares of the Corporation as at May 31, 2017, being \$0.07.

(2) Mr. Cayer joined the Corporation on September 1, 2011 and was appointed Vice-President Exploration on April 30, 2012.

(3) Mr. Lindsay was named Chief Financial Officer of the Corporation on January 26, 2015, and was also interim President and Chief Executive Officer between July 23, 2015 and September 14, 2015. He ceased to be the Chief Financial Officer on October 17, 2016.

(4) Mr. Hajiani joined the Corporation on March 1, 2013 as a Process Engineer and became Chief Technology Officer on January 26, 2015. Following the Patent ownership and royalty agreement signed on August 11, 2017, the 1,000,000 warrants previously granted to Mr. Hajiani were to be cancelled.

(5) Mr. Mugerma joined the Corporation in September 2014, became Director of Corporate Development in January 2015, and President and Chief Executive Officer on September 14, 2015.

(6) Mrs. Martin was named Chief Financial Officer of the Corporation on October 17, 2016.

Incentive plan awards – value vested or earned during the year

Name	Option-Based Awards – Value Vested During the Year ⁽¹⁾	Share-Based Awards – Value Vested During the Year ⁽¹⁾	Non-Equity Incentive Plan Compensation – Value Earned During the Year
	(\$)	(\$)	(\$)
Kiril Mugerman ⁽²⁾ President and Chief Executive Officer	3,188	-	-
Ingrid Martin Chief Financial Officer	-	-	-
Alain Cayer ⁽³⁾ Vice-President Exploration	625	-	-
Pouya Hajjani ⁽⁴⁾ Process Engineer and Chief Technology Officer	937	-	-
L. Derek Lindsay Chief Financial Officer	-	-	-

(1) The value of the stock options that vested in the year ended May 31, 2017 is determined by multiplying the number of options vested during the year by the difference between the closing price of the Corporation's common shares on the TSX Venture Exchange on the date of vesting and the exercise price of the options. If the closing price of the Corporation's common shares was below or equal to the exercise price, the value of the vested options during the year was \$nil.

(2) Mr. Mugerman. On the September 13, 2015 grant at \$0.09, 75,000 options vested on Sept 14, 2016 with a TSX-V price at \$0.10 and 75,000 options vested on March 14, 2017 with a TSX-V price at \$0.11. On the November 23, 2015 grant at \$0.07, 37,500 options vested on November 23, 2016 with a TSX-V price at \$0.09 and 37,500 options vested on May 23, 2016 with a TSX-V price at \$0.075.

(3) Mr. Cayer. On the November 23, 2015 grant at \$0.07, 25,000 options vested on November 23, 2016 with a TSX-V price at \$0.09 and 25,000 options vested on May 23, 2016 with a TSX-V price at \$0.075.

(4) Mr. Hajjani. On the November 23, 2015 grant at \$0.07, 37,500 options vested on November 23, 2016 with a TSX-V price at \$0.09 and 37,500 options vested on May 23, 2016 with a TSX-V price at \$0.075.

Pension Plan Benefits

The Corporation does not have a pension plan or similar benefit program.

Termination and Change of Control Benefits

On June 27, 2013, the Corporation entered into an employment agreement with Alain Cayer as Vice-President Exploration of the Corporation. This employment agreement stipulates among other things, a base salary and provides for, in the event that the employment is terminated without cause, an indemnity equal to three months' base salary. This indemnity will be increased by an additional three months each year, subject to a maximum of 6 months. The agreement further provides for, in the event of a change of control, an indemnity paid in a lump sum equal to 24 months base salary, payable within 10 days of the election date and which represents, for the financial year ended May 31, 2017, an amount of \$278,100.

On April 1, 2014, the Corporation entered into an employment agreement with Pouya Hajjani as Process Engineer of the Corporation. This employment agreement stipulates among other things, a base salary and provides for, in the event that the employment is terminated without cause, an indemnity equal to three months' base salary. This indemnity will be increased by an additional three months each year, subject to a maximum of 6 months. The agreement further provides for, in the event of a change of control, an indemnity paid in a lump sum equal to 24 months' base salary, payable within 10 days of the election date and which represents, for the financial year ended May 31, 2017, an amount of \$300,000.

On September 14, 2015, the Corporation entered into an employment agreement with Kiril Mugerman as President and Chief Executive Officer of the Corporation. This employment agreement stipulates among

other things, a base salary and provides for, in the event that the employment is terminated without cause, an indemnity equal to 6 months' base salary. The agreement further provides for, in the event of a change of control, an indemnity paid in a lump sum equal to 6 months base salary, payable within 10 days of the election date and which represents, for the financial year ended May 31, 2017, an amount of \$67,500.

On October 17, 2016, the Corporation entered into a consulting agreement with Ingrid Martin CPA Inc. as Chief Financial Officer of the Corporation. This consulting agreement stipulates among other things, an hourly salary and provides for, in the event that the agreement is terminated without cause, an indemnity equal to 6 months of consulting fees during the first 3 years after the effective date of the agreement and 12 months of consulting fees thereafter. The agreement further provides for, in the event of a change of control, an indemnity paid in a lump sum equal to 6 months of consulting fees during the first 3 years after the effective date of the agreement and 12 months of consulting fees thereafter, payable within 10 days of the election date and which represents, for the financial year ended May 31, 2017, an amount of \$72,000.

Director Compensation

The Corporation has not adopted a formal compensation plan for directors. The objectives of the directors' compensation are to compensate the directors in a manner that is cost effective for the Corporation and competitive with other comparable companies and to align the interests of the directors with the shareholders.

For the financial year ended May 31, 2017, each non-executive director was entitled to an annual attendance fee of \$10,000 for Board meetings or Board committee meetings. Furthermore, the following persons will also be entitled to receive the following amounts: (i) the Chairman of the Board will be entitled to an annual fee of \$10,000 and, (ii) the Chair of the Corporation's audit committee will be entitled to an annual fee of \$5,000.

Moreover, directors are entitled to the reimbursement of expenses incurred in attending meetings of the Corporation. Directors who are also executive officers of the Corporation do not receive any compensation for the services rendered as a director of the Corporation.

For the year ended May 31, 2017, the Board of Directors determined the number of options to be granted to the directors for the prior year of service in a discretionary manner that took into consideration the size of the Corporation and in a smaller proportion to the options granted to executive officers.

Director compensation

Name ⁽¹⁾	Fees Earned (\$)	Share-Based Awards (\$)	Option-Based Awards (\$)	Non-Equity Incentive Plan Compensation (\$)	Pension Value (\$)	All Other Compensation (\$)	TOTAL (\$)
Paul-Henri Couture	10,000	-	6,900 ⁽²⁾	-	-	-	16,900
Gilles Gingras	15,000	-	6,900 ⁽³⁾	-	-	-	21,900
Patrick Godin	20,000	-	6,900 ⁽⁴⁾	-	-	-	26,900
Denis Hamel	10,000	-	6,900 ⁽⁵⁾	-	-	-	16,900
Mario Spino	10,000	-	6,900 ⁽⁶⁾	-	-	-	16,900
Vicky Lavoie ⁽⁷⁾	10,000	-	-	-	-	-	10,000

(1) Mr. Kiril Mugerma was a Named Executive Officer for the financial year ended May 31, 2017 and received no fees as a director. Details respecting Mr. Mugerma's compensation are provided in the table entitled "Summary Compensation Table" and elsewhere in this Management Proxy Circular.

(2) For the 100,000 options granted to Mr. Couture, the \$0.095 fair value per option was estimated using the Black-Scholes model with no expected dividend yield, an expected volatility of 112%, a risk-free interest rate of 0.55% and an expected life of options of 3.75 years.

- (3) For the 100,000 options granted to Mr. Gingras, the \$0.095 fair value per option was estimated using the Black-Scholes model with no expected dividend yield, an expected volatility of 112%, a risk-free interest rate of 0.55% and an expected life of options of 3.75 years.
- (4) For the 100,000 options granted to Mr. Godin, the \$0.095 fair value per option was estimated using the Black-Scholes model with no expected dividend yield, an expected volatility of 112%, a risk-free interest rate of 0.55% and an expected life of options of 3.75 years.
- (5) For the 100,000 options granted to Mr. Hamel, the \$0.095 fair value per option was estimated using the Black-Scholes model with no expected dividend yield, an expected volatility of 112%, a risk-free interest rate of 0.55% and an expected life of options of 3.75 years.
- (6) For the 100,000 options granted to Mr. Spino, the \$0.095 fair value per option was estimated using the Black-Scholes model with no expected dividend yield, an expected volatility of 112%, a risk-free interest rate of 0.55% and an expected life of options of 3.75 years.
- (7) Mrs. Lavoie resigned on May 25, 2017.

Incentive Plan Awards

Director Outstanding Share-based Awards and Option

The following table indicates for each director (except for the Named Executive Officers) all awards outstanding at the end of the 2017 financial year.

Name	Option-Based Awards				Share-Based Awards	
	Number of Securities Underlying Unexercised Options	Option Exercise Price	Option Expiration Date	Value of Unexercised In-The-Money Options ⁽¹⁾	Number of Shares or Units of Shares That Have Not Vested	Market or Payout Value of Share-Based Awards That Have Not Vested
	(#)	(\$)		(\$)	(#)	(\$)
Paul-Henri Couture	225,000	0.16	July 22, 2018	-		
	40,000	0.26	September 17, 2019	-	-	-
	50,000	0.07	November 23, 2020	-		
	100,000	0.095	November 29, 2021	-		
Gilles Gingras	225,000	0.17	September 19, 2018	-		
	40,000	0.26	September 17, 2019	-	-	-
	50,000	0.07	November 23, 2020	-		
	100,000	0.095	November 29, 2021	-		
Patrick Godin	50,000	0.42	October 30, 2017	-		
	40,000	0.26	September 17, 2019	-	-	-
	50,000	0.07	November 23, 2020	-		
	100,000	0.095	November 29, 2021	-		
Denis Hamel	225,000	0.15	June 28, 2018	-		
	40,000	0.26	September 17, 2019	-	-	-
	50,000	0.07	November 23, 2020	-		
	100,000	0.095	November 29, 2021	-		
Mario Spino	50,000	0.42	October 30, 2017	-		
	40,000	0.26	September 17, 2019	-	-	-
	50,000	0.07	November 23, 2020	-		
	100,000	0.095	November 29, 2021	-		
Vicky Lavoie	-	-	-	-	-	-

(1) Calculated based on the difference between the exercise price of the options and the closing price of the common shares of the Corporation as at May 31, 2017, being \$0.07.

Director incentive plan awards – Value Vested or Earned During the Year

Name	Option-Based Awards – Value Vested During The Year ⁽¹⁾⁽²⁾	Share-Based Awards – Value Vested During The Year	Non-Equity Incentive Plan Compensation – Value Earned During The Year
	(\$)	(\$)	(\$)
Paul-Henri Couture	313	-	-
Gilles Gingras	313	-	-
Patrick Godin	313	-	-
Denis Hamel	313	-	-
Mario Spino	313	-	-
Vicky Lavoie	-	-	-

- (1) The value of the stock options that vested in the year ended May 31, 2017 is determined by multiplying the number of options vested during the year by the difference between the closing price of the Corporation's common shares on the TSX Venture Exchange on the date of vesting and the exercise price of the options. If the closing price of the Corporation's common shares was below or equal to the exercise price, the value of the vested options during the year was \$nil.
- (2) For Mr. Couture, Mr. Gingras, Mr. Hamel, Mr. Godin and Mr. Spino. On the November 23, 2015 grant at \$0.07, 12,500 options vested on November 23, 2016 with a TSX-V price at \$0.09 and 12,500 options vested on May 23, 2016 with a TSX-V price at \$0.075.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table sets out certain details as at May 31, 2017, the end of the Corporation's financial year, with respect to the Stock Option Plan.

Plan Category	Number of common shares To Be Issued Upon Exercise of Outstanding Options	Weighted-Average Exercise Price of Outstanding Options	Number of common shares Available for Future Issuance Under Equity Compensation Plans (Excluding Securities Reflected In The First Column)
Equity compensation plans approved by security holders: Stock Option Plan	4,450,000	\$0.14	3,375,805
Equity compensation plans not approved by security holders	-	-	-
Total	4,450,000	\$0.14	3,375,805

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

As at May 31, 2017, there were no loans granted by the Corporation to any of its directors or executive officers (including the Named Executive Officers), persons proposed for election as a director, or any person related to such directors or officers or persons proposed for election as a director.

INSURANCE OF DIRECTORS AND OFFICERS

The Corporation provides liability insurance for the benefit of its directors and officers. This insurance provides coverage of \$5,000,000 per event and policy year. A deductible of \$15,000 applies when the Corporation is authorized or obliged to indemnify the persons insured.

For the fiscal year ended May 31, 2017, the premium paid by the Corporation was \$12,862.

INFORMATION ABOUT AUDIT COMMITTEE

a) Audit Committee's Charter

The Audit Committee has a formal charter, the text of which is attached to this Management Proxy Circular as Schedule "B". The Audit Committee Charter sets out the mandate and responsibilities of the Audit Committee after careful consideration of *Regulation 52-110 respecting Audit Committees* ("Regulation 52-110").

b) Composition of the Audit Committee

The Audit Committee is currently composed of Gilles Gingras, who is the Chair, Paul-Henri Couture, Denis Hamel and Mario Spino, directors of the Corporation, all of which are considered independent pursuant to Regulation 52-110.

All members, by their experience and formation, are financially literate within the meaning of Regulation 52-110. The Audit Committee meets on a quarterly basis or adopts written resolutions recommending to the Board the approval of the financial statements.

c) Relevant Education and Experience

The members of the Audit Committee of the Corporation have gained their education and experience by participating in the management of private and public companies and are financially literate, meaning that they have 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 be reasonably expected to be raised by the Corporation's financial statements. The education and related experience of each Audit Committee member that is relevant to the performance of his responsibilities are set out below:

Gilles Gingras

Gilles Gingras, CPA, CA, was an audit and advisory services partner at Deloitte LLP, a global professional services firm, from 1987 to 2013. As managing partner of the Québec City audit department from 1994 to 2002, Mr. Gingras was involved in numerous audit and tax and financial planning mandates for private and public companies. He also participated in many initial public offerings (IPO), financing mandates, restructuring mandates and due diligences in connection with mergers and acquisitions. Mr. Gingras was a member of Deloitte LLP Canadian Board of Directors and of its finance, risk management and governance committees from 2002 to 2010.

Mr. Gingras holds a bachelor's degree in business administration from Laval University in Québec City. He is a member of the *Ordre des comptables professionnels agréés du Québec* and holds a diploma from the McGill Executive Institute.

Denis Hamel

Denis Hamel is a mining engineer specialised in mineral processing with more than 20 years of experience in all aspects of mineral processing at the production stage.

Mr. Hamel is currently executive general manager of the Zinc Asset of Mount Isa Mines, in Australia and a former manager of the Hackett River base metals project in Nunavut. Both project are held by Glencore. He was, from 2007 to 2013, plant and concentrator operations manager at Xstrata Zinc - Brunswick Mine. From 2005 to 2007, he was processing manager at CBJ-CAIMAN S.A.S., a subsidiary of Cambior Inc. and subsequently of IAMGOLD Corporation, in French Guiana. Between 1993 and 2005, he held various executive positions within Noranda Inc., Cambior Inc. and Xstrata Zinc. While holding these positions, he gained a vast expertise in the development and optimization of metallurgical processes.

Paul-Henri Couture

Paul-Henri Couture is a certified financial analyst (CFA) with over 35 years of experience as a financial manager and investment professional. Mr. Couture is currently president of Minvest Capital, a

management and investment consulting services company. Between 2009 and 2013, he was president and director and subsequently chairman of the board of directors of Sentient Asset Management Canada, a subsidiary of the Sentient Group, an important manager of private equity funds in the mining sector. From 1983 to 2009, he held various positions at the *Caisse de dépôt et placement du Québec*. As Senior Vice-President – Natural Resources and Financial Institutions, he built and led, from 1995, a team responsible for the management and development of a 3-billion dollar investment portfolio. He was also a member of the private equity investment committee where he evaluated hundreds of transactions.

Mr. Couture put forward innovative projects which included the launch of two mining funds, being Groupe Sodemex Inc. involved with mining exploration companies and MinQuest Capital Inc. a \$225-million private equity capital development mining fund seeking investment opportunities worldwide. He also offered strategic support to the creation of insurance and leasing companies.

Mr. Couture holds a bachelor's degree in business administration from HEC (Montreal) and is a CFA. He has been a member of over 30 boards of directors and private equity investment funds advisory committees. He is currently a member of the board of directors of Strateco Resources Inc. and Nemaska Lithium Inc.

Mario Spino

Mario Spino holds a bachelor's degree in business administration from the HEC (Montreal) since May 2000, and a master's degree in financial engineering from the HEC (Montréal) since 2003. Mr. Spino is currently working with National Bank of Canada in model validation. From January 2013 to March 2017 he worked as an independent consultant in risk management. In 2012, he held the position of Chief Financial Officer of the Corporation. From 2008 to July 2011, he held the position of principal advisor (consulting services) with KPMG where he advised Canadian banks and asset managers on financial market risk management and on the evaluation of derivatives. From May 2004 to November 2008, Mr. Spino served as advisor in market risk management at Caisse centrale Desjardins.

d) Audit Committee Oversight

Since the commencement of the Corporation's most recently completed financial year, the Board of Directors has never refused to adopt a recommendation of the Audit Committee with respect to the nomination or compensation of the external auditors.

e) Reliance on certain exemptions

At no time during the financial year ended May 31, 2016 has the Corporation relied on the exemption provided at section 2.4 (exemption for *de minimis* non-audit services), on any of the various exemptions provided in Regulation 52-110, or on those provide under Part 8 of Regulation 52-110 (Exemptions). However, the Corporation is exempted from the application of Parts 3 (Composition of the Audit Committee) and 5 (Reporting Obligations) of Regulation 52-110 because it is an emerging issuer as defined in Regulation 52-110.

f) Pre-Approval Policies and procedures

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

g) External Auditor Service Fees

The aggregate fees billed over the last two financial years by the external auditors of the Corporation are as follows:

	2016	2017
	(\$)	(\$)
Audit fees ⁽¹⁾	48,325	46,400
Audit-related fees ⁽²⁾	-	5,500
Tax fees ⁽³⁾	11,587	15,908
All other fees ⁽⁴⁾	-	750
TOTAL	59,912	68,558

- (1) Audit fees include fees related to the audit of the Corporation's financial statements.
- (2) Audit-related fees include fees for services related to the review of the Corporation's financial statements.
- (3) Tax service fees include fees for preparation of the Corporation's tax returns as well as tax ruling services and other tax opinions.
- (4) Other fees include fees related to compliance with IFRS.

INFORMATION ABOUT CORPORATE GOVERNANCE

The Board of Directors of the Corporation considers good corporate governance to be important to the effective operations of the Corporation and to ensure that the Corporation is managed so as to enhance shareholder value.

The Board of Directors, assisted by the Compensation Committee, is responsible for ensuring that the Corporation addresses all corporate governance matters in compliance with *Regulation 58-101 respecting Disclosure of Corporate Governance Practices* ("**Regulation 58-101**"), Form 58-101F2 *Corporate Governance Statement (venture issuers)*, *Policy Statement 58-201 to Corporate Governance Guidelines* of the Canadian Securities Administrators and the TSX Venture Exchange *Policy 3.1 - Directors, Officers, other Insiders & Personnel and Corporate Governance*. The Compensation Committee is responsible for developing and recommending to the Board appropriate corporate governance principles for the Corporation.

The Corporation's disclosure of corporate governance practices pursuant to Regulation 58-101 is set out in Schedule "C" to this Management Proxy Circular in the form required by Form 58-101F2.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Except as otherwise disclosed in the section entitled "**6. Patent ownership and royalty agreement with the Corporation's Chief Technology Officer, Dr. Pouya Hajiani**" in this Management Proxy Circular, no informed person (as such term is defined in *Regulation 51-102 respecting Continuous Disclosure Obligations*) of the Corporation, nominee for election as a director of the Corporation or, to the knowledge of the directors and executive officers of the Corporation, their respective associates or affiliates, has or had any material interest, direct or indirect, in any transaction or any proposed transaction which has materially affected or would materially affect the Corporation.

OTHER ITEMS ON THE AGENDA

Management of the Corporation is not aware of any amendment regarding the matters set forth in the Notice or any other matters which may properly come before the Meeting, other than those mentioned in the Notice. However, should any amendment or other business be duly submitted to the Meeting, the attached proxy form confers discretionary authority upon the persons designated therein to vote on the amendments concerning the matters mentioned in the Notice or any other business in accordance with their best judgment.

ADDITIONAL INFORMATION

Financial information is provided in the Corporation's financial statements and management's discussion and analysis for its most recently completed financial year. Copies of these documents may be obtained on request from the secretary of the Corporation at: 75 boulevard de Mortagne, Boucherville (Quebec) J4B 6Y4, tel: (450) 641-5119 –fax: (450) 800-865-6536. Additional information relating to the Corporation is available on SEDAR at www.sedar.com.

SHAREHOLDER PROPOSALS FOR THE NEXT ANNUAL MEETING

In accordance with the *Canada Business Corporations Act*, a shareholder may be entitled to submit to the Corporation notice of any matter that the person proposes to raise at the next annual meeting of shareholders and the Corporation shall set out such proposal and the accompanying supporting statements, if any, in the management proxy circular for the next annual meeting of shareholders, provided such notice is given to the Corporation by July 26, 2017.

APPROVAL

The content of this Management Proxy Circular and its forwarding to the shareholders have been approved by the directors of the Corporation.

The foregoing contains no untrue statement of a material fact and does not omit to state a material fact that is required to be stated or that is necessary to make a statement not misleading in the light of the circumstances in which it was made.

DATED at Boucherville (Quebec), September 12, 2017.

(s) Patrick Godin
Chairman of the Board

**SCHEDULE “A”
GEOMEGA RESOURCES INC.
(the “Corporation”)**

SHAREHOLDERS’ RESOLUTION

APPROVAL OF THE STOCK OPTION PLAN

BE IT RESOLVED THAT:

- a) the Corporation’s stock option plan, as described in the management proxy circular of the Corporation dated September 12, 2017 (the “**Plan**”), be and it is hereby ratified, confirmed and approved;
- b) the Corporation be authorized to grant stock options pursuant and subject to the terms and conditions of the Plan, entitling the option holders to purchase up to that number of common shares in the capital of the Corporation (the “**Common Shares**”) that would equal 10% of the issued and outstanding Common Shares as at the time of the grant; and
- c) the directors and officers of the Corporation be authorized and directed to perform all such acts and deeds and things and execute, under the seal of the Corporation or otherwise, all such documents, agreements and other writings as may be required to give effect to the true intent of this resolution.

**SCHEDULE “B”
AUDIT COMMITTEE CHARTER**

**GEOMEGA RESOURCES INC.
(the “Corporation”)**

The following charter is adopted in compliance with *Regulation 52-110 respecting Audit Committees (“52-110”)*.

1. MANDATE AND OBJECTIVES

The mandate of the audit committee of the Corporation (the “**Committee**”) is to assist the board of directors of the Corporation (the “**Board**”) in fulfilling its financial oversight responsibilities by reviewing the financial reports and other financial information provided by the Corporation to regulatory authorities and shareholders, the Corporation’s systems of internal controls regarding finance and accounting and the Corporation’s auditing, accounting and financial reporting processes.

The objectives of the Committee are to:

- i) serve as an independent and objective party to monitor the Corporation’s financial reporting and internal control system and review the Corporation’s financial statements;
- ii) ensure the independence of the Corporation’s independent auditors; and
- iii) provide better communication among the Corporation’s independent auditors, the management and the Board.

2. COMPOSITION

The Committee shall be comprised of at least three (3) directors as determined by the Board. The majority of the members of the Committee shall be independent, within the meaning of 52-110.

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 shall work towards becoming financially literate to obtain a working familiarity with basic finance and accounting practices.

For the purposes of this 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 Corporation’s financial statements.

The appointment of members to the Committee shall take place annually at the first meeting of the Board after a meeting of shareholders at which directors are elected. If the appointment of members of the Committee is not so made, the directors who are then serving as members of the Committee shall continue to serve as members until their successors are validly appointed. The Board may appoint a member to fill a vacancy that occurs in the Committee between annual elections of directors.

Unless the Committee’s chairman is appointed by the Board, the members of the Committee may designate a chairman by a majority vote of all Committee members.

3. MEETINGS AND PROCEDURES

The Committee shall meet at least quarterly, or more frequently if required.

At all meetings of the Committee, every question shall be decided by a majority of the votes cast. In the case of an equality of votes, the chairman shall not be entitled to a second vote.

Quorum for meetings of the Committee shall be a majority of its members and the rules for calling, holding, conducting and adjourning meetings of the Committee shall be the same as those governing meetings of the Board.

The powers of the Committee may be exercised at a meeting at which a quorum of the Committee is present in person or by telephone or other electronic means or by a resolution signed by all members entitled to vote on that resolution at a meeting of the Committee.

Each member (including the chairman of the Committee) is entitled to one vote in Committee proceedings.

The Committee shall meet separately, periodically, with senior management and may request any member of the Corporation's senior management or the Corporation's outside counsel or independent auditors to attend meetings of the Committee or to meet with any members of or advisors to the Committee.

4. DUTIES AND RESPONSIBILITIES

The following are the general duties and responsibilities of the Committee:

4.1 Financial Statements and Disclosure Matters

4.1.1 Review the Corporation's financial statements, management's discussion and analysis and any press releases regarding annual and interim earnings, before the Corporation publicly discloses such information, and any reports or other financial information which are submitted to any governmental body or to the public.

4.2 Independent Auditors

4.2.1 Recommend to the Board the selection and, where applicable, the replacement of the independent auditors to be appointed annually as well the compensation of such independent auditors.

4.2.2 Oversee the work and review annually the performance and independence of the independent auditors who shall be ultimately accountable to the Board and the Committee as representatives of the shareholders of the Corporation.

4.2.3 On an annual basis, review and discuss with the independent auditors all significant relationships they may have with the Corporation that may impact their objectivity and independence.

- 4.2.4 Consult with the independent auditors about the quality of the Corporation's accounting principles, internal controls and the completeness and accuracy of the Corporation's financial statements.
- 4.2.5 Review and approve the Corporation's hiring policies regarding partners, employees and former partners and employees of the present and former auditors of the Corporation.
- 4.2.6 Review the audit plan for the year-end financial statements and intended template for such statements.
- 4.2.7 Review and pre-approve all audit and audit-related services and the fees and other compensation related thereto, as well as any non-audit services provided by the independent auditors to the Corporation or its subsidiaries. The pre-approval requirement is satisfied with respect to the provision of non-audit services if:
 - 4.2.7.1 the aggregate amount of all such non-audit services provided to the Corporation constitutes no more than 5% of the total amount of fees paid by the Corporation and its subsidiaries to the independent auditors during the fiscal year in which the non-audit services are provided;
 - 4.2.7.2 such services were not recognized by the Corporation or its subsidiaries as non-audited services at the time of the engagement; and
 - 4.2.7.3 such services are promptly brought to the attention of the Committee by the Corporation and approved, prior to the completion of the audit, by the Committee or by one or more of its members to whom authority to grant such approvals has been delegated by the Committee.

The Committee may delegate to one or more independent members of the Committee the aforementioned authority to pre-approve non-audited services, provided the pre-approval of the non-audit services is presented to the Committee at its first scheduled meeting following such approval.

4.2 **Financial Reporting Processes**

- 4.3.1 Review with management, in consultation with the independent auditors, the integrity of the Corporation's financial reporting process, both internal and external.
- 4.3.2 Consider the independent auditors' judgments about the quality and appropriateness of the Corporation's accounting principles as applied in its financial reporting.
- 4.3.3 Consider and approve, if appropriate, changes to the Corporation's auditing and accounting principles and practices as suggested by the independent auditors and management.
- 4.3.4 Review any significant disagreement among management and the independent auditors in connection with the preparation of the financial statements.

- 4.3.5. Review, with the independent auditors and management, the extent to which changes and improvements in financial and accounting practices have been implemented.
- 4.3.6. Establish procedures for the receipt, retention and treatment of complaints received by the Corporation regarding accounting, internal accounting controls or auditing matters as well as the confidential, anonymous treatment of submissions by employees of the Corporation of concerns regarding questionable accounting or auditing matters..

4.4 **Risk Management**

- 4.4.1. Oversee the identification, prioritisation and management of the risks faced by the Corporation.
- 4.4.2. Direct the facilitation of risk assessment and measurement to determine the material risks to which the Corporation may be exposed and to evaluate the strategy for managing those risks.
- 4.4.3. Monitor the changes in the internal and external environment and the emergence of new risks.
- 4.4.4. Review the adequacy of insurance coverage.
- 4.4.5. Monitor the procedures to deal with and review disclosure of information to third parties insofar as these disclosures represent a risk for the Corporation.

4.5 **Whistleblower Policy**

- 4.5.1. Monitor and review compliance with the Corporation's Whistleblower Policy;
- 4.5.2. Establish a procedure for the receipt and treatment of complaints received by the Corporation regarding accounting, internal accounting controls or auditing matters;
- 4.5.3. Establish a procedure for the confidential and anonymous submission by employees of the Corporation of concerns regarding questionable accounting or auditing matters.
- 4.5.4. Ensure that a confidential and anonymous process exists whereby persons can report any wrongdoing relating to the Corporation and its subsidiaries.

4.6 **Reporting Responsibilities**

- 4.6.1. The Committee shall report to the Board on a regular basis, and in any event:
 - 4.6.1.1. before the public disclosure by the Corporation of its financial statements, management's discussion and analysis and any press releases regarding annual and interim earnings and any reports or

other financial information which are submitted to any governmental body or to the public; and

4.6.1.2 as required by applicable legislation, regulatory requirements and policies of the Canadian Securities Administrators.

4.7 **Annual Evaluation**

4.7.1. Annually, the Committee shall, in a manner it determines to be appropriate:

4.7.1.1 conduct a review and evaluation of the performance of the Committee and its members, including the compliance of the Committee with this charter; and

4.7.1.2 review and assess the adequacy of this charter and the position description for the chairman of the Committee and recommend to the Board any improvements to this charter or the position description that the Committee determines to be appropriate, except for minor technical amendments to this charter, authority for which is delegated to the Corporate Secretary, who will report any such amendments to the Board at its next regular meeting.

5. **AUTHORITY**

5.1 **External Consultants**

5.1.1 The Committee may engage, when it deems appropriate, legal counsel or other independent external consultants to assist it in carrying out its duties and responsibilities. It sets the remuneration and compensates the external consultants it engages. The Corporation provides the funds reasonably necessary to pay for the services of these external consultants.

APPROVED BY THE BOARD OF DIRECTORS ON DECEMBER 9, 2013

SCHEDULE “C”

STATEMENT OF CORPORATE GOVERNANCE PRACTICES of Geomega Resources Inc. (the “Corporation”)

The Corporation seeks to attain high standards of corporate governance. The Board of Directors has carefully considered the Corporate Governance Guidelines set forth in *Regulation 58-101 respecting Disclosure of Corporate Governance Practices* (“**Regulation 58-101**”), Form 58-101F2 *Corporate Governance Statement (venture issuers)* and *Policy Statement 58-201 to Corporate Governance Guidelines* of the Canadian Securities Administrators.

Form 58-101F2 - Corporate Governance Disclosure

The Corporation's Practices

1. Board of Directors

- i) Disclose the identity of directors who are independent.

The Board of Directors is currently composed of six persons. The following directors are “independent” pursuant to *Regulation 58-101*: Patrick Godin, Denis Hamel, Paul-Henri Couture, Gilles Gingras and Mario Spino.

- ii) Disclose the identity of directors who are not independent, and describe the basis for that determination.

Kiril Mugerma must be considered a non-independent director since he is the President and CEO of the Corporation.

- iii) Disclose how the Board of Directors facilitates its exercise of independent supervision over management.

The Board of Directors of the Corporation and all the committees of the Board of Directors are composed of a majority of independent directors. In addition, the Chairman of the Board, Patrick Godin, is independent and provides an independent leadership to the Board with respect to corporate governance and to the performance of the responsibilities of the Board. The independent directors hold private meetings, without the attendance of non-independent directors, at every meeting of the Board of Directors.

2. Directorships

If a director is presently a director of any other issuer that is a reporting issuer (or the equivalent) in a jurisdiction or a foreign jurisdiction, identify both the director and the other issuer.

The following directors are currently director of another issuer that is reporting issuer (or the equivalent) in a jurisdiction in Canada or abroad:

Patrick Godin	Stornoway Diamond Corporation	Canada
Paul-Henri Couture	Strateco Resources Inc. Nemaska Lithium Inc.	Canada Canada

3. Orientation and Continuing Education

Describe what steps, if any, the board takes to orient new board members, and describe any measures the board takes to provide continuing education for directors.

Given its size and limited resources, the Corporation does not offer a formal orientation and education program for new directors. The new directors familiarize themselves with the Corporation by speaking to other directors and by reading documents provided by the officers.

However, the directors are invited to follow, at the expense of the Corporation, the various seminars offered by the TSX Venture Exchange and other regulatory authorities on the management of reporting issuers and on the duties of directors of such issuers. Also, the directors have access to the legal counsel to the Corporation for any question concerning their duties as director.

4. Ethical Business Conduct

Describe what steps, if any, the board takes to encourage and promote a culture of ethical business conduct.

Each director, in the exercise of his functions and responsibilities, must act in all honesty and good faith in the best interest of the Corporation as well as in compliance with the law, rules and policies. In case of a conflict of interests, each director has to declare the nature and extent in any one important contract or proposed contract of the Corporation as soon as he acquires knowledge of an agreement or intent of the Corporation to consider or grant the proposed contract. In such case, the director must refrain from voting on the subject.

The Board of Directors of the Corporation has adopted a policy with respect to internal controls to address issues like banking transactions, related party transactions and various exploration expenditures.

5. Nomination of Directors

Disclose what steps, if any, are taken to identify new candidates for board nomination, including (i) who identify new candidates, and (ii) the process of identifying new candidates

The Corporate Governance, Nomination and Compensation Committee is responsible for recommending to the Board of Directors suitable candidates for nominees for election or appointment as directors and specifies which criteria governing the overall composition of the board and governing the desirable individual characteristics for directors. The candidates are chosen after carefully reviewing and assessing the professional qualifications and skills, personality and other qualifications of each candidate, including the time and energy that such candidate is able to devote to the task and the contribution he can make to the Board of Directors.

6. Compensation

Disclose what steps, if any, are taken to determine compensation for the directors and CEO, including (i) who determines compensation, and (ii) the process of determining compensation.

The Corporate Governance, Nomination and Compensation Committee is responsible for reviewing the compensation of the Corporation's directors and officers.

The mandate of the Corporate Governance, Nomination and Compensation Committee is used to fulfill its responsibilities and the Board of Directors believes that this composition allows for the free flow of information that is required to ensure that the compensation process is objective and effective. For more details please refer to the section entitled "**Compensation Discussion and Analysis**" of the Management Proxy Circular.

7. Other Board Committees

If the board has standing committees other than the audit, compensation and nominating committees, identify the committees and describe their function.

In addition to the Audit Committee, the Compensation Committee and the Nominating and Corporate Governance Committee, the Board of Directors has a Finance and Strategy committee, and its primary functions consist in the establishment and execution of the Corporation's strategic planning and in ensuring the sufficiency of financial resources for execution under the operating budget, capital expenditures and working capital.

8. Assessments

Disclose what steps, if any, that the board takes to satisfy itself that the board, its committees, and its individual directors are performing effectively.

For the financial year ended May 31, 2017, the Board of Directors of the Corporation has not completed any formal procedures for assessing the performance of the Board or its committees and members. Those responsibilities have rather been carried out on an informal basis by the Corporate Governance, Nomination and Compensation Committee.

**SCHEDULE “D”
GEOMEGA RESOURCES INC.
(the “Corporation”)**

SHAREHOLDERS’ RESOLUTION

APPROVAL OF THE KINTAVAR EXPLORATION INC. SHARE DISTRIBUTION

BE IT RESOLVED THAT:

- a) the Corporation’s proposed distribution (the “**Distribution**”) of a portion of the 17,857,143 shares of Kintavar Exploration Inc. (“**Kintavar**”) received from the sale of the Corporation’s gold portfolio, as described in the management proxy circular of the Corporation dated September 12, 2017, be and it is hereby approved;
- b) the Board of Directors be and it is hereby authorized to fix the exact number of shares to be distributed to shareholders of record at such date and such time as the Board of Directors may determine in its sole discretion; and
- c) the directors and officers of the Corporation be authorized and directed to perform all such acts and deeds and things and execute, under the seal of the Corporation or otherwise, all such documents, agreements and other writings as may be required to give effect to the true intent of this resolution.

**SCHEDULE “E”
GEOMEGA RESOURCES INC.
(the “Corporation”)**

SHAREHOLDERS’ RESOLUTION

**APPROVAL OF PATENT OWNERSHIP AND ROYALTY AGREEMENT WITH THE
CORPORATION’S CHIEF TECHNOLOGY OFFICER, DR. POUYA HAJIANI**

BE IT RESOLVED THAT:

- a) the patent ownership and royalty agreement among the Corporation, Innord Inc. and the Corporation’s Chief Technology Officer, Dr. Pouya Hajiani, as summarized and described in the management proxy circular of the Corporation dated September 12, 2017, be and it is hereby approved; and
- b) the directors and officers of the Corporation be authorized and directed to perform all such acts and deeds and things and execute, under the seal of the Corporation or otherwise, all such documents, agreements and other writings as may be required to give effect to the true intent of this resolution.

SCHEDULE "F"

Please see the attached copy of the Patent Ownership and Royalty Agreement

PATENT OWNERSHIP AND ROYALTY AGREEMENT

This Patent Ownership and Royalty Agreement (the “**Agreement**”) is entered into and effective on the 11th day of August 2017 (the “**Effective Date**”) by and between:

BY GeoMega Resources Inc., a corporation organized under the *Canada Business Corporations Act*, with registered office address at 75, boul. de Mortagne, Boucherville, QC J4B 6Y4, Canada (“**GeoMega**”)

AND: Pouya Hajiani, residing at [**Personal information removed**] (“**Hajiani**”)

AND BETWEEN: Innord Inc., a corporation organized under the *Canada Business Corporations Act*, with registered office address at 75, boul. de Mortagne, Boucherville, QC J4B 6Y4, Canada (“**Innord**”)

(Hajiani, Innord and GeoMega are collectively referred to herein as the “**Parties**”.)

PREAMBLE

WHEREAS Hajiani is employed by Innord and is the Chief Technology Officer at GeoMega and is the named inventor in a number of inventions, provisional patent applications, patent applications, patents and related foreign patents and applications held by each of Innord and GeoMega.

WHEREAS Innord has entered into an employment contract with Hajiani (defined herein as “**Employment Agreement**”) and Hajiani intends to remain an employee of Innord.

WHEREAS in the course of his employment Hajiani assisted and continues to assist in developing for GeoMega and Innord certain methods and technology for separating, purifying and refining rare earth elements (those methods and technology that Hajiani developed, is developing or are to be developed, will be used to produce a separated rare earth elements based end product and byproducts are herein defined as the “**Separation Work Product**”), and methods and technology for extraction of rare earth elements (those methods and technology that Hajiani developed, is developing or are to be developed, will be used to produce a rare earth elements based concentrate and byproducts are herein defined as the “**Extraction Work Product**”) (the Separation Work Product and the Extraction Work Product collectively defined herein as the “**Work Product**”).

WHEREAS Innord, GeoMega and Hajiani wish to confirm the ownership of Patents, including those identified in Schedule A.

WHEREAS GeoMega, Innord and/or their respective Affiliates intend to commercialize either or both of the Separation Work Product and the Extraction Work Product and have agreed to compensate Hajiani, the whole as more fully outlined herein.

WHEREAS in the event that GeoMega or Innord or any of their respective Affiliates commercializes the Work Product and upon receiving a first payment relating to such Commercialization (as defined hereunder), Hajiani

agrees to fully assign to Innord and GeoMega all his rights, title and interest in the Technology, subject to the terms and conditions herein.

WHEREAS GeoMega and Hajiani entered into an agreement on September 30, 2013 entitled “System and Method for Binary or Multicomponent Fractional Separation and Purification of Dissolved Rare Earth Compounds based on Ionic Electromigration Technology Assignment Agreement” (herein defined as the “**Previous Assignment Agreement**”), wherein GeoMega issued 1,000,000 conditional Warrants to Hajiani per Article 2 of the Previous Assignment Agreement.

WHEREAS GeoMega and Hajiani have agreed to terminate the Previous Assignment Agreement including all future obligations and liabilities that may exist under the Previous Assignment Agreement and replaced by this agreement

WHEREAS the Parties wish to outline the full terms of their understanding and are duly authorized and have the capacity to enter into and perform the terms and conditions of this Agreement.

NOW THEREFORE the Parties agree as follows:

1. **Preamble:** The Preamble shall form an integral part hereof.
2. **Definitions:** The following definitions shall apply throughout the Agreement:
 - 2.1. “Affiliate” has the meaning set forth in Section 2(1) of the *Canada Business Corporations Act*.
 - 2.2. “Agreement” means this *Patent Ownership and Royalty Agreement*, including all schedules hereto.
 - 2.3. “Change of Control” means one of:
 - (a) a change of control of GeoMega or Innord whereby, the change of control shall be defined as the acquisition by any person (person being defined as an individual, a corporation, a partnership, an unincorporated association or organization, a trust, a government or department or agency thereof and the heirs, executors, administrators or other legal representatives of an individual and an associate or affiliate of any thereof as such terms are defined in the *Canada Business Corporations Act*) of:
 - (1) shares or rights or options to acquire voting shares of the corporation or securities which are convertible into voting shares of the corporation or any combination thereof such that after the completion of such acquisition such person would be entitled to exercise 40% or more of the votes entitled to be cast at a meeting of the shareholders of the corporation; (2) shares or rights or options to acquire voting shares of any material subsidiary of the corporation or securities which are convertible into voting shares of the material subsidiary or any combination thereof such that after the completion of such acquisition such person would be entitled to exercise 40% or more of the votes entitled to be cast at a meeting of the shareholders of the material subsidiary; or (3) more than 50% of the material assets of the corporation, including the acquisition of more than 50% of the material assets of any material subsidiary of the corporation; or
 - (b) merger or other business combination, sale of assets or any combination of the foregoing transactions involving either GeoMega or Innord and neither GeoMega nor Innord is the surviving corporation.
 - 2.4. “Competitor” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or other entity that is in the business of extraction or separation of rare earth elements.
 - 2.5. “Confidential Information” has the meaning set forth in Section 10.1.

- 2.6. Gross Profit Margin of Operation (“**GPM**”) for the purpose of this agreement is defined as gross profit divided by gross sales where gross profit equals gross sales less direct separation and purification costs to produce Separation Work Product, less direct operating costs (mining, milling and processing costs to produce Extraction Work Product) when applicable and, less 2% Net Output Return royalty to Osisko Royalties (originally to Niogold – see Agreement dated November 11, 2010, as modified on May 2, 2011)
- 2.7. “Extraction Product” means any material containing a mineral or minerals of commercial economic value mined from the Mines, and any materials or product or byproduct derived therefrom, which in the course of mining or extraction, uses or incorporates whole or part of the the Technology that embodies the Extraction Work Product.
- 2.8. “Intellectual Property” means any and all which are related to the Work Product: (a) Patents; (b) trade-marks, service marks, brand names, logos, corporate names and assumed, business and trade names, and slogans and other indicia of source of origin, whether or not registered, including all common law rights thereto and all goodwill associated therewith, and registrations and applications for registration thereof, regardless of the jurisdiction in which they are registered, applied for or used; (c) know-how, trade secrets and technical secrets; (d) all works of authorship, copyrights, whether registered or unregistered, and registrations and applications for registration thereof including moral rights therein and all neighbouring or related rights of any kind whatsoever (e) all industrial designs and design patents; and (f) all rights pertaining to any of the foregoing, anywhere in the world, including any rights arising under international treaties and convention rights, and all applications and registrations in respect of a right in any of the foregoing.
- 2.9. “Mine” means a property owned or leased by GeoMega, Innord, or any of their respective Affiliates, where the property has the capacity of extracting the Extraction Products.
- 2.10. “Nameplate Capacity” means, with respect to a Mine, the final, design-basis, annual production capacity of such Mine, as set forth in the final engineering package providing the specifications used for the construction of the Mine.
- 2.11. “Net Profit” means the gross amount of monies or cash equivalent received by GeoMega, Innord, or any of their respective Affiliates, for the sale or transfer of Extraction Products, based on arm’s length transactions in effect at a fair market price, derived from the Mines having reached the requisite capacity outlined in Section 8.6.2, less:
- (a) operating costs (mining, milling and processing to produce Extraction Product;
 - (b) 2% Net Output Return royalty to Osisko Royalties (originally to Niogold – see Agreement dated November 11, 2010, as modified on May 2, 2011); and which will not be applicable to any future royalties;
 - (c) direct separation and purification costs to produce Separation Product;
 - (d) mine closure costs;
 - (e) all trade, quantity and cash discounts actually allowed and taken;
 - (f) credits and allowances actually granted and taken on account of rejections, damaged products, defective products, returns or billing errors;
 - (g) transportation, including transportation of precursors of the Extraction Products to a separation and/or purification facility;
 - (h) transportation insurance premium;
 - (i) taxes, duties, tariffs or other governmental charges imposed on the sale of the Extraction Products, including value added taxes, GST and QST and other governmental charges otherwise measured by the

amount paid for the Work Products, excluding income tax pursuant to provincial, territorial or federal legislation;

(j) other deductions of direct product costs to be negotiated between the Parties following written notification to this effect by GeoMega to Hajiani.

No other deductions shall be made for commissions paid to individuals whether they be with independent sales agencies or regularly employed by GeoMega, Innord, on GeoMega's payroll or on Innord's payroll.

- 2.12. "Net Sales Revenue" means the gross amount of monies or cash equivalent or other consideration that is received by GeoMega, Innord, or any of their respective Affiliates, for sale or transfer of Separation Products, based on arm's length transactions in effect at fair market price, less:
- (a) all trade, quantity and cash discounts actually allowed and taken;
 - (b) credits and allowances granted and taken on account of rejections, damaged products, defective products, returns or billing errors;
 - (c) transportation;
 - (d) transportation insurance premium;
 - (e) taxes, duties, tariffs and other governmental charges imposed on the sale of the Separation Product, including value added taxes, GST and QST and other governmental charges otherwise measured by the amount paid for the Work Product, excluding income tax pursuant to provincial, territorial or federal legislation;
 - (f) other deductions of direct product costs to be negotiated between GeoMega, Innord and/or its Affiliates and Hajiani following written notification to this effect by GeoMega, Innord and/or its Affiliates to Hajiani.
- No other deductions shall be made for commissions paid to individuals whether they be with independent sales agencies or regularly employed by GeoMega, Innord, on GeoMega's payroll or on Innord's payroll.
- 2.13. "Patents" means all patent applications, including without limitation, provisional applications, non-provisional applications, foreign patents and international (PCT) applications, that have been filed to date, including without limitation those listed in Schedule A hereto, and patent applications hereafter to be filed, that embody or include any portion of the Work Product, and any and all patents which have or may hereafter be issued pursuant to said patent applications (including all divisions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, reissues, re-examinations, registrations and extensions thereof and all related international priority rights) whether foreign or domestic relating to the Work Product, including improvements thereof.
- 2.14. "Patent Rights" shall mean the rights to make, use, practice, sell, offer to sell, and import products and/or processes claimed in any issued Patent and any patent(s) that issue directly from the Patent applications identified in Schedule A, including any continuations, divisionals, re-exams, reissues and continuations-in-part that claim priority to any of the Patents.
- 2.15. "Permanently Disabled" Hajiani shall be deemed to be permanently disabled for the purposes of this Agreement if, because of any mental or physical disability, he is incapable of performing his duties of employment with any of GeoMega, Innord and/or any of their respective Affiliates (i.e., cannot show up for work or is unable to manage his affairs) for 180 consecutive days, and based on the opinion of a qualified medical or psychiatric practitioner, there is no reason to believe that his disability will improve.
- 2.16. "Product" shall mean any product or process which uses or incorporates whole or part of the Technology or is manufactured by using a process which uses or incorporates in whole or in part the Technology.
- 2.17. "Separation Product" means any tangible materials or processes which, in the course of manufacture, use, purification or separation uses or incorporates whole or part of the Technology that embodies the Separation Work Product.

- 2.18. "Technology" is defined as (i) the Work Product, and (ii) all Intellectual Property in and to the Work Product, including without limitation any portion of the Intellectual Property rights in the Work Product contained or embodied in the Patents, including, for greater clarity, in any Work Product arising from work done after the signature of this Agreement;
- 2.19. "Unrelated Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or other entity, other than GeoMega, Innord or an Affiliate of GeoMega, an Affiliate of Innord, a subsidiary of GeoMega, a subsidiary of Innord.
- 2.20. "Warrants" means the 1,000,000 warrants issued by GeoMega, to the benefit of Hajiani, per Article 2 of the Previous Assignment Agreement.

3. Confirmatory License

- 3.1. The Parties acknowledge and confirm that GeoMega holds a valid license from Innord to use the Separation Work Product Patents listed in Schedule A.

4. Termination of Previous Assignment Agreement:

- 4.1. As of the Effective Date, the Previous Assignment Agreement is hereby terminated. The parties agree to cancel any further liabilities or obligations set forth therein.

5. Termination of Warrants:

- 5.1. Hajiani agrees to and acknowledges that, as of the Effective date of this Agreement, the Warrants shall be terminated in full and rendered null and void. Hajiani will return the certificate, if any, representing the Warrants to GeoMega for cancellation by GeoMega on the Effective Date. Hajiani acknowledges and agrees that as of the Effective Date, he shall have no surviving right, title or interest in or to the Warrants, any shares purchasable thereunder.
- 5.2. Release, Waiver and Covenant Not to Sue: Each party hereby releases, waives and forever discharges the other party and, in the case of GeoMega, its Affiliates and its respective members, shareholders, officers, directors and employees from any action, cause of action, complaint, claim, demand, administrative charge, legal right, compensation obligation, damages (including exemplary, punitive, consequential and incidental damages), benefits, liability, costs and/or expenses (including attorney's fees), that such party has, may have, or may be entitled to against the other party, whether legal, equitable or administrative, whether known or unknown, whether past, current or future, which arises directly or indirectly out of, or is related in any way to, the Warrants. The Agreement therefore includes a general release, representing a full and complete disposition and satisfaction of the Parties' real or alleged legal obligations to each other relating to, arising from or connected with the Warrants.
- 5.3. Each of GeoMega, Innord and their Affiliates further represents and warrants that:
- (i) it has the power and authority to execute and deliver Section 5.2 of this Agreement;
- 5.4. Hajiani further represents and warrants that:
- (ii) he has the power and authority to execute and deliver Sections 5.1 and 5.2 of this Agreement;
 - (iii) he has strictly complied with the terms of the Previous Assignment Agreement at all times since the effective date of the Previous Assignment Agreement.

5.5. The Parties acknowledge and agree that the transactions contemplated by this Section 5 are meant to benefit from the exemption from the issuer bid requirements of *Regulation 62-104 respecting Take-over Bids and Issuer Bids* (Quebec) (the “Regulation”) set out in Section 4.7 of the Regulation.

6. Ownership, License and Patent Prosecution:

6.1. Ownership.

6.1.1. *Separation Work Patents*

6.1.1.1. All Intellectual Property relating to Separation Work Product listed in Schedule A, is and will remain exclusively owned by Innord.

6.1.1.2. All Intellectual Property not listed in Schedule A, pertaining to Separation Work Product, which as of the date of this Agreement is not subject to any patent application or other Intellectual Property registration in the name of GeoMega, Innord or their Affiliates (the “**New Separation Patents**”), shall be jointly owned by Innord, GeoMega or any of their Affiliates and Hajiani until Commercialization, as same is defined herein.

6.1.2. *Extraction Work Patents*

6.1.2.1. All Intellectual Property relating to Extraction Work Product listed in Schedule A, is and will remain exclusively owned by GeoMega

6.1.2.2. All Intellectual Property not listed in Schedule A, pertaining to Extraction Work Product Patents, which as of the date of this Agreement is not subject to any patent application or other intellectual property registration in the name of GeoMega, Innord or their Affiliates (the “**New Extraction Patents**”) shall be jointly owned by GeoMega, Innord or any of their Affiliates and Hajiani until Commercialization, as same is defined herein.

6.1.3. *Assignment upon Commercialization*

6.1.3.1. Once Commercialization is achieved pursuant to Section 7.2 of this Agreement, all Intellectual Property pertaining to Separation Work Product and Extraction Work Product, including the New Separation Patents and the New Extraction Patents shall be exclusively owned by GeoMega, Innord (or any of their Affiliates, the whole at the discretion of GeoMega and Innord) and Hajiani shall forthwith assign all his rights, title and interest to said Intellectual Property to Innord, GeoMega or their Affiliates.

6.1.3.2. For greater certainty, any Intellectual Property, which does not relate to a Work Product shall not be jointly owned with Hajiani.

6.2. Right to use the Patents and Intellectual Property. Notwithstanding Hajiani’s joint ownership rights provided for in Sections 6.1.1.2 and 6.1.2.2 above, Hajiani shall not have any right to make, use, sell, dispose, offer for sale, grant licenses, import, export or otherwise distribute products or practice processes covered by one or more claims of the Patents or any Intellectual Property without the prior written consent of GeoMega and/or Innord, which may be withheld in its own discretion (“**Company’s Consent**”). Additionally, Hajiani shall not sell, assign, transfer, lease, convey or dispose of his rights into the New Separation Patents and the New Extraction Patents, without Company’s Consent. Hajiani hereby acknowledges that nothing shall limit the right for Innord, GeoMega and their Affiliates to exploit the Technology, including any Patent, provided the terms and conditions herein are not breached.

6.3. No Right to License to Competitor. Notwithstanding anything provided for herein, under no circumstance shall Hajiani market, sell, assign, transfer or license any of his rights over any component of the Technology to any Competitor of GeoMega, Innord or their Affiliates or do anything that may enable a Competitor of GeoMega or Innord, in any manner whatsoever, to use the Technology or any claim in any of the Patents without the prior written consent from GeoMega or Innord.

- 6.4. Continued Development. Provided that Hajiani remains employed by GeoMega or Innord, Hajiani agrees to continue to provide technical development services to GeoMega, Innord and their Affiliates for the continued development and regulatory approvals of the Technology, including, but not limited to, lab work, testing, and other requirements as directed by GeoMega, Innord.
- 6.5. License to Unrelated Person. For the purpose of this Agreement, “**License**” means a license or sublicense agreement to be granted by GeoMega, Innord or their Affiliates over the Technology or any part thereof to an Unrelated Person either alone or as part of a bundle (as per Section 6.6.1) and the “**First License**” means a License that is entered into either prior or post Commercialization. The First License shall be at reasonable terms and comparable market rates and be agreed upon by all Parties including Hajiani. Any subsequent Licenses will not require the approval of Hajiani. Any license or other arrangement entered into between GeoMega, Innord and any of their Affiliates with a non-Unrelated Person shall not be deemed a “License” for the purposes of this Agreement, including for the purposes of the First License, unless the rights derived from such arrangement further result in a license to an Unrelated Person (“**Indirect License**”) or Commercialization.
- 6.6. License Payment. Subject to Section 7 below, GeoMega, Innord and/or their Affiliate agree to pay Hajiani twenty-five percent (25%) of all cash and the cash equivalent of any non-cash consideration derived by GeoMega, Innord or any Affiliate thereof from any License granted by GeoMega, Innord or any Affiliate thereof to an Unrelated Person, less all reasonable direct expenses incurred by GeoMega, Innord or their Affiliates in relation with the Patent’s filing, maintenance, and enforcement (the “**License Payment**”). The cash equivalent value shall be determined by the Parties. Should the Parties fail to agree on said value, such valuation should be performed by a professional evaluator which costs shall be shared equally between the Parties.
- 6.6.1. Bundle with Other Tech. In the event that any or all of the Technology and any part thereof is licensed or sublicensed as a “bundle” with technologies other than the Technology, the calculation of the License Payment will be based on the portion of the Patents attributed to the bundle and will be a commercially reasonable value as determined by GeoMega, Innord or Affiliate. Provided that the “bundle” is part of the First License, it shall comply with the requirements of Section 6.5.
- 6.6.2. Notwithstanding any provision herein, no License Payment shall be due to Hajiani until Hajiani has (a) executed the necessary assignment documentation to fully assign his ownership, title and rights to the Technology to Innord, GeoMega or their Affiliates, as the case may be; and (b) Innord or GeoMega or any of their respective Affiliates, as the case may be, has received its payment from its licensee or sublicensee.
- 6.7. Patent Prosecution and Maintenance. During the Term of this Agreement, GeoMega, Innord or their Affiliates will be, at their sole discretion, responsible for the filing, payment, prosecution, maintenance and enforcement of the Patents. GeoMega and Innord shall control the prosecution, maintenance and enforcement of any such Patents or applications and shall, at their sole discretion, file applications and continue paying any and all maintenance fees, as they see fit. Any patent agent or counsel shall be hired by and receive instructions solely from GeoMega, Innord or their Affiliates and shall implement instructions from same.
- 6.8. Term for the License Payment. the term for the License Payment shall commence once a license has been entered into and payment has been received by GeoMega, Innord or their Affiliate and continue until the latest of: (i) last of the Patents expires or (ii) no Licenses are still in force.

7. Commercialization:

- 7.1. The Parties agree that GeoMega, Innord and their Affiliates are expected to undertake commercially reasonable efforts to commercialize a portion of or all of the Technology, which may include further developing, marketing, investing, validating the Technology, implementing the Technology, licensing and/or otherwise commercializing the Technology identified in any of the claims of the Patents (collectively, the “**Commercialization Efforts**”). The Commercialization Efforts may be undertaken anywhere in the world and may also include efforts to seek and obtain regulatory approval from any governmental or para-governmental organization.
- 7.2. Commercialization will be deemed to occur at the earliest of: (a) the conclusion of the First License and the receipt of the first payment by GeoMega, Innord or one of their Affiliates under such License; and (b) the commencement of the term as specified and outlined in Section 8.6 below (hereinafter collectively referred to as “**Commercialization**”). GeoMega, Innord or any Affiliate thereof shall keep Hajiani reasonably informed as to its Commercialization Efforts, with any and all reports being proprietary to GeoMega, Innord or their respective Affiliates. For the purpose of clarity, Commercialization shall not include any license to GeoMega, Innord or any of their Affiliates or license to a non-Unrelated Person, unless same results in an Indirect License or commencement of the term as specified and outlined in Section 8.6.
- 7.3. Hajiani understands and agrees that the decision whether or not to Commercialize the Technology is within GeoMega’s, Innord’s and/or their respective Affiliate’s sole discretion provided such Commercialization is subject to reasonable terms and comparable market rates and are not in breach of Section 6.5. If GeoMega, Innord and their Affiliates advise Hajiani that they have decided not to proceed with Commercialization of the Technology, then Hajiani shall be deemed to have been granted the Hajiani License (as defined herein). In exchange for granting Hajiani the Hajiani License, GeoMega and Innord, as per Schedule A, will receive a royalty similar to the one contemplated under Section 8 and Schedule B hereof and a similar licensing payment structure to the one contemplated under Section 6.6 hereof. Should Hajiani commercialize the Technology outside of GeoMega or Innord, the Parties will use their best efforts to require that any third party receiving the benefit of the Technology, to respect the Royalty and License payment obligations of Hajiani hereunder.
- 7.4. Upon the occurrence of Commercialization (as per Section 7.2) Hajiani shall:
 - 7.4.1. irrevocably assign all of his rights, title and interest in and to the New Extraction Patents and New Separation Patents to Innord, GeoMega or their Affiliates, and execute all documents required to give full effect to such assignment; and
 - 7.4.2. have the right to receive License Payment;
 - 7.4.3. have the right to receive payment of the Royalty;
- 7.5. Further Cooperation. At the reasonable request of Innord or GeoMega, Hajiani agrees to execute and deliver such other instruments and do and perform such other acts and things as may be necessary or desirable for effecting completely the consummation of the transactions contemplated hereby, including without limitation: (a) signing any and all assignment documents for recordation with the U.S. Patent and Trademark Office (“USPTO”) and any other intellectual property or patent office, and (b) assigning any New Extraction Patents, New Separation Patents and related Technology to GeoMega, Innord or any of their Affiliates.
- 7.6. No Conflict. Hajiani hereby covenants that he has full right to enter into this Agreement and will not execute, any agreements in conflict herewith.

8. Royalties

Upon the occurrence of Commercialization, the following shall apply:

- 8.1. **Royalties.** Provided this Agreement has not been terminated or expired and throughout the Royalty Term set forth in Section 8.6 below, upon the sale of Extraction Products or Separation Products, GeoMega, Innord or any of their respective Affiliates shall pay to Hajiani the royalty provided in Schedule B (“**Royalty**”).
 - 8.1.1. Royalty payments are due and payable within thirty (30) days of the end of each calendar quarter during the term of the Agreement. Notwithstanding any provision herein, no Royalty payments shall be due to Hajiani until Hajiani has executed the necessary assignment documentation to fully assign his ownership, title and rights to the Patents to Innord, GeoMega or their Affiliates, as the case may be.
 - 8.1.2. Royalties shall accrue when payment for the Work Products sold at a fair market price to an Unrelated Party by GeoMega, Innord or their Affiliates has been received by same.
 - 8.1.3. All payments under Schedule B must be made in Canadian dollars by cheque or money order payable to Pouya Hajiani, and delivered to Hajiani as specified herein. Royalties on sales in currencies other than Canadian dollars must be calculated using the foreign exchange rate for such currency applied by GeoMega, Innord or their Affiliate’s financial institution on the last business day of the calendar quarter in which the Net Profits and/or Net Sales Revenue occurred.
- 8.2. **Residence:** Hajiani hereby confirms that he is not a non-resident Canadian for tax purposes.
- 8.3. **Reports.** With each Royalty payment, GeoMega, Innord or their Affiliate shall include a report setting forth such particulars as: (a) the quantity of the Separation Products manufactured, purified, separated, used, or sold and the quantity of the Extraction Products mined or extracted; (b) gross amount received for the Work Products; (c) names and addresses of all of the Licensees and (d) detailed calculation of total Royalties due to Hajiani. If no sales of Work Products were made and no Licensing revenue was received by GeoMega or Innord during any reporting period, GeoMega shall not be required to report.
- 8.4. **Record Keeping.** GeoMega, Innord, and their respective Affiliates, as applicable, (herein defined as the “Record Keepers”) must keep complete and accurate records and books of account containing all information necessary for the computation and verification of the amounts to be paid hereunder (the “Records”). The Record Keepers must keep these records and books for a period of five (5) years following the end of each of the Record Keeper’s respective fiscal year to which the information pertains.
- 8.5. **Audit.** GeoMega, Innord, or Affiliate will, at the request of Hajiani, permit one or more reputable accountants selected by and paid for by Hajiani, (this selection reasonably validated by GeoMega, Innord or Affiliate) to have access on reasonable notice during regular business hours, not to exceed once per year, to the Records. Hajiani shall bear the cost of the audit however, if a discrepancy of five percent (5%) or more in the amount of Royalties paid to Hajiani, which is in Hajiani’s favor, is discovered during an audit, the Company shall reimburse Hajiani for all of its costs and expenses reasonably incurred in connection with such audit. Said accountant shall not disclose to Hajiani any information other than information relating solely to the accuracy of, or necessity for, the reports and payments made hereunder. The Accountant(s) must not disclose and must keep confidential any information relating to the business of GeoMega, Innord and their Affiliates, except to disclose to Hajiani that which is necessary to inform Hajiani of: (a) the accuracy or inaccuracy of GeoMega’s or Innord’s Reports and payments; (b) compliance or noncompliance by GeoMega or Innord with the terms and conditions herein; (c) the extent of any inaccuracy or noncompliance; and (d) any information that the accountant(s) believes to be materially relevant to any Royalty due to Hajiani.

8.6. Term of Royalty

8.6.1. Separation Products. Royalty for the Separation Products shall be due as of when one of GeoMega, Innord or their Affiliate has reached a production capacity of 50 kg / day of Separation Products in oxide form for at least (i) 10 consecutive business days or (ii) 20 business days during any 2 month period, and, received the full payment of a first order relating to such production.

The Term of Royalty for the Separation Products will continue until the latest of: the last of the Patents pertaining to Separation Work Product expires or the equivalent of 20 years of Royalty payments (four quarters per year equals 80 payments). If Patents expired and GPM in the payment period is less than 15%, then no Royalty payment will occur. If GPM goes above 15% in any of the subsequent payment periods, the Royalty payment will occur in the said payment period until the total of 80 payments total has been reached.

8.6.2. Extraction Products. Royalty for the Extraction Products shall be due, for each Mine, and only for that Mine, as of the earliest of:

- i. the Mine reaches 100% of Nameplate Capacity; or
- ii. the Mine has reached 60% of Nameplate Capacity, and, twelve months following the date the Mine reached 60% of Nameplate Capacity, the Mine has not reached 100% of Nameplate Capacity; or
- iii. the Mine has reached 60% of Nameplate Capacity, and the owner or the leasee of the Mine, where the owner or leasee of the Mine is GeoMega or Innord, has decided to stop ramping up the Nameplate Capacity to 100% of the Mine's Nameplate Capacity.

The Term of Royalty for the Extraction Products will continue until the latest of: the last of the Patents pertaining to Extraction Work Product expires or a minimum of twenty years equivalent of payments (four quarters per year equals 80 payments). If Patents expired and GPM in the payment period is less than 15%, then no Royalty payment will occur. If GPM goes above 15% in any of the subsequent payment periods, the Royalty payment will occur in the said payment period until the total of 80 payments total has been reached.

8.7. Change of Control. In the event that either of GeoMega or Innord undergoes a Change of Control pursuant to a transaction (herein defined as the "Transaction") with an Unrelated Person then at the effective date of such Transaction Hajiani shall be deemed to have been granted a perpetual, worldwide, non-exclusive license in and to the Technology (the "Hajiani License"). GeoMega and Innord need to notify Hajiani in writing of the Transaction within 30 days of the effective date of such Transaction. In exchange for granting Hajiani the Hajiani License, GeoMega and Innord, as per Schedule A, will receive a royalty similar to the one contemplated under this Section 8 and Schedule B hereof and a similar licensing payment structure to the one contemplated under Section 6.6 hereof. Should Hajiani commercialize the Technology outside of GeoMega or Innord, the Parties will use their best efforts to require that any third party receiving the benefit of the Technology, to respect the Royalty and License payment obligations of Hajiani hereunder.

The Change of Control shall end GeoMega and Innord's obligations, as well as that of its legal representatives, successors and assigns, to issue any and all further payments to Hajiani, his legal representatives, successors and assigns, under Section 8 and Schedule B, except for any royalty that has accrued in accordance with Section 8.1 prior to the effective date of the Change of Control and that remains unpaid by GeoMega, Innord and/or its Affiliates on the effective date of the Change of Control. For greater certainty, Hajiani's non-compete obligations, as described in Hajiani's Employment Agreement and

Section 10.4.3 of this Agreement, shall also fall away once his employment relationship has been terminated by either party.

Hajiani reserves the right, within 60 days of being notified in writing of such Transaction to waive Section 8.7 for that particular Transaction, in which case the Agreement as a whole will continue as is, including, without limitation, as regards the License and Royalty Payments, as applicable, owing to Hajiani including the rights granted under this Section 8.7.

If Innord is to undergo a Change of Control, Hajiani will have the right to exercise the Change of Control on that Transaction or to waive it, if he did not exercise it prior to that on a GeoMega change of Control Transaction.

If GeoMega is to undergo a Change of Control while it is the majority shareholder of Innord, Hajiani will have the right to exercise the Change of Control on that Transaction or to waive it. If GeoMega is not the majority shareholder of Innord at the time of the Transaction, Hajiani will have the right to exercise the Change of Control on that Transaction or to waive it, if he did not exercise it prior to that on an Innord Change of Control Transaction.

9. Covenants

9.1. Hajiani additionally agrees and acknowledges as follows:

- 9.1.1. In the event he becomes aware of any infringement or possible infringement of any Patent rights or of any Intellectual Property related to the Technology, he shall promptly notify GeoMega, Innord and/or its Affiliates in writing regarding such infringing activity. GeoMega, at its sole discretion, or Innord at its sole discretion, may take action against any possible infringer and Hajiani agrees to provide assistance as reasonably requested. In the event that GeoMega or Innord take such legal action and succeed, Hajiani will be entitled to twenty-five percent (25%) of the proceeds received by GeoMega, Innord or their Affiliates from any final award or settlement, less all reasonable expenses incurred by GeoMega, Innord or their Affiliates related to such action, including without limitation, attorneys' fees incurred.
- 9.1.2. He will keep and maintain adequate and current written records of all work product related to the Technology, solely or jointly with others, during his employment with GeoMega, Innord and/or their respective Affiliates. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by GeoMega, Innord and/or their respective Affiliates. The records will be available and will remain the sole property of GeoMega, Innord and/ or their respective Affiliates.
- 9.1.3. His sole right to any License Payment, Royalty or other consideration and compensation for the Technology is only as specifically mentioned herein. Nothing additional shall be inferred. For greater certainty, this Agreement shall not affect any compensation entitled under Hajiani's Employment Agreement.
- 9.1.4. He will at all times assist GeoMega and Innord (at GeoMega or Innord's expense) to secure GeoMega's and Innord's rights in the Patents and Technology, including not limited to: (a) disclosing all pertinent information and data relating to the Patents; (b) the execution of all applications, specifications, oaths, assignments and all other instruments that Innord shall deem necessary in order to apply for, obtain and secure all intellectual property rights in and to the Patents and Technology and in order to assign and convey to Innord, its successors, assigns, and

nominees the sole and exclusive rights, title and interest in and to the Patents and Technology; (c) providing prompt production of pertinent facts and documents, giving of testimony, execution of petitions, powers of attorney, declarations or other papers and other assistance reasonably necessary for filing and issuing patent applications, enforcement or other actions and proceedings with respect to the claims under the Patents. GeoMega, Innord and/or its Affiliates shall compensate Hajjani for any reasonable disbursements incurred in connection with providing assistance under this subparagraph. Such obligations shall continue after the termination of this Agreement.

- 9.1.5. If Innord, GeoMega or its Affiliates are unable, due to Hajjani's mental or physical capacity, or for any other reason, to obtain Hajjani's consent (e.g. obtain his signature) or assistance to apply for or to pursue any application for any Canadian, foreign, or international Intellectual Property rights, this including any Patents, covering or relating to the Technology, then Hajjani irrevocably designates and appoints Innord and its duly authorized officers and agents as Hajjani's agent and attorney in fact, to act for and in the behalf of Hajjani and stand to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of the Patents, or any other Intellectual Property rights covering or relating to the Technology, with the same legal force and effect as if the executed by Hajjani.
- 9.1.6. If Hajjani resigns from his employment with Innord prior to Commercialization, then Hajjani shall be deemed to have assigned all his rights, title and interest in the Technology to GeoMega, Innord or their Affiliates, and shall forthwith do all things necessary to enact such assignment, the whole as directed by GeoMega or Innord. For the purpose of clarity, if Commercialization of the Technology (in such form as on the date of Hajjani's resignation) takes place after Hajjani's resignation, Hajjani remains entitled to receive Royalty and License Payment, failing which Hajjani shall be entitled to the Hajjani License. In exchange for granting Hajjani the Hajjani License, GeoMega and Innord, as per Schedule A, will receive a royalty similar to the one contemplated under Section 8 and Schedule B hereof and a similar licensing payment structure to the one contemplated under Section 6.6 hereof. Should Hajjani commercialize the Technology outside of GeoMega or Innord, the Parties will use their best efforts to require that any third party receiving the benefit of the Technology, to respect the Royalty and License payment obligations of Hajjani hereunder.
- 9.1.7. If Hajjani dies or becomes permanently disabled prior to Commercialization, then all rights and title held to the Patents and Technology shall be assigned to GeoMega and Innord, as the case may be, in accordance with Schedule A and the Royalties transferred to Hajjani's designated beneficiary. If Hajjani becomes permanently disabled after Commercialization, then the Royalties and License Payment shall be paid to Hajjani; if Hajjani dies, then the Royalties and License Payments shall be paid to his designated beneficiary(-ies).
- 9.1.8. If Hajjani's employment with either GeoMega or Innord is terminated or he is constructively dismissed in connection with or at any time following a Change of Control then Hajjani shall be deemed to have been granted the Hajjani License and this notwithstanding any other License Payment or Royalty payments that he is otherwise continued to be entitled to. For greater certainty, Hajjani's non-compete obligations, as described in Hajjani's Employment Agreement and Section 10.4.3 of this Agreement, shall also fall away on the effective date of such termination or constructive dismissal.

10. Confidentiality

10.1. **Confidential Information.** For purposes of this Agreement, the term “**Confidential Information**” shall include, but not be limited to (a) the names of and any confidential information relating to GeoMega’s, Innord’s and/or any of their respective Affiliates’ present and prospective customers and suppliers; (b) customer buying patterns, histories, or trends, customer past orders and future needs, customer quotations, customer requirements, customer contact persons, specific items supplied to customers, and customer sales and profitability data; (c) customer and supplier files, however maintained, including the identity of individuals or entities likely to become customers and/or suppliers; (d) sales data, marketing data, including analyses and projections, strategies and competitive activity data; (e) information concerning GeoMega’s, Innord’s and/or any of their respective Affiliates’ relations with its employees, including salaries, job classifications, and skill levels; (f) GeoMega’s, Innord’s and/or any of their respective Affiliates’ financial condition and results of operations and the financial performance of its various subsidiaries, operations and businesses; (g) GeoMega’s, Innord’s and/or any of their respective Affiliates’ manner of operations (including, but not limited to, pricing strategies), inventions, policy and procedure manuals, plans (including, but not limited to business, marketing, product and strategic plans and similar documents), processes, formulas, business methods, product designs, and other similar data of any kind, nature, or description (including, but not limited to, computer hardware or software programs and all data contained therein); (h) purchasing and cost data; and (i) to the extent not already included in one or more of subparagraphs (a) through (h), any and all other information pertaining to or made available by GeoMega, Innord and/or any of their respective Affiliates and identified or treated as confidential or secret, and any and all trade secrets of GeoMega, Innord and/or any of their respective Affiliates.

10.1.1. **Exceptions.** The restrictions on the use or disclosure of Confidential Information contained herein shall not apply to any portion of the Confidential Information which: (i) is generally known or in the public domain at the time of disclosure; (ii) becomes lawfully and generally available to the public other than as a result of a breach hereof by the Hajiani; (iii) is required to be disclosed by administrative or judicial action, provided that Hajiani, immediately after receiving notice of such action, complies with Section 10.1 hereof; or (iv) is approved for release by written authorization of GeoMega, Innord or their Affiliates.

10.1.2. **Compelled Disclosure.** In the event that Hajiani is requested or required (by law, legal process, regulation or any governmental or competent regulatory authority) to disclose any Confidential Information, then prior to disclosure, Hajiani shall notify GeoMega and Innord of the terms of such request so that GeoMega, Innord or their Affiliates may take the necessary measures to protect the Confidential Information from disclosure. Hajiani will cooperate with GeoMega, Innord and their Affiliates to implement such measures. If notwithstanding the measures taken by the latter, disclosure is required, Hajiani may, without liability under this Agreement, furnish only that portion of the Confidential Information which Hajiani is legally required to disclose, provided that Hajiani shall give GeoMega, Innord and their Affiliates written notice of the information to be disclosed as far in advance of its disclosure as practicable and Hajiani shall use reasonable efforts to obtain assurance that confidential treatment will be accorded to such portion of the Confidential Information as is required to be disclosed.

10.2. Hajiani shall take all reasonable steps to protect any Confidential Information in his possession from unauthorized use, access, disclosure, alteration or destruction. Hajiani shall not disclose or use any of the Confidential Information for any purpose unless: (i) such disclosure is expressly permitted under this Agreement or under another written agreement between Hajiani, Innord and GeoMega, or (ii) otherwise authorized in writing prior to such disclosure by Innord and GeoMega. Notwithstanding the foregoing, Hajiani may disclose Confidential Information to those of Innord’s and GeoMega’s agents who: (i) have a “need to know” such Confidential Information in connection with the authorized use of such Confidential Information under this Agreement or another written agreement between Hajiani and GeoMega or Innord; (ii) are informed of the confidential nature of such Confidential Information; and (iii) are bound to observe

and act in accordance with the terms of this Section. Hajiani shall immediately notify GeoMega and Innord of any security breach of this Section.

10.3. Hajiani represents that his performance of all the terms of this Agreement will not breach any agreement to keep in confidence any confidential or proprietary information acquired by GeoMega or Innord in confidence and/or in trust prior to Hajiani's employment with GeoMega and Innord. Hajiani has not entered into, and he agrees that he will not enter into, any oral or written agreement in conflict herewith.

10.4. Hajiani and GeoMega, Innord and/or its Affiliates agree that the services rendered by Hajiani are unique and irreplaceable, and that competitive use and knowledge of any pre-published Patent, Technology and/or Confidential Information would substantially and irreparably injure GeoMega's, Innord and/or their respective Affiliates' business, prospects and goodwill. Hajiani and GeoMega, Innord and/or their respective Affiliates also agree that the business is global in nature due to the type of products and/or services being provided. Therefore:

10.4.1. **Non-Disclosure.** During the term of this Agreement GeoMega, Innord or their respective Affiliates shall furnish Confidential Information (as defined in Section 10.1) to Hajiani, and Hajiani shall have access to such Confidential Information. Hajiani agrees that GeoMega, Innord or their respective Affiliates has a protectable interest in any and all Confidential Information and he shall use best efforts and exercise the utmost diligence to protect and guard any and all Confidential Information. Hajiani shall not divulge, disclose, or communicate in any fashion, form, or manner, either directly or indirectly, to any person, firm, partnership, corporation, or other entity, in any manner whatsoever, or use for Hajiani's own benefit or for the benefit of any third party, any Confidential Information. Hajiani specifically shall not use any Confidential Information in furtherance of any business other than GeoMega's and Innord's business. Hajiani agrees that upon termination of his relationship with any of GeoMega, Innord or any of their respective Affiliates and upon request of Employer during the course thereof, Hajiani shall promptly deliver to GeoMega, Innord or any of their respective Affiliates, without retaining any copies, notes, portions, or excerpts thereof, all technological developments, and other materials or information in any way concerning or reflecting, directly or indirectly, any Confidential Information. Upon the request of GeoMega, Innord or any of their respective Affiliates, Hajiani shall confirm in writing that he has returned all such material and has retained no such material.

10.4.2. **Non-Solicitation/Non-Interference.** Hajiani acknowledges that in the course of his relationship with GeoMega, Innord or any of their respective Affiliates he will become familiar with GeoMega's, Innord's or any of their respective Affiliates' trade secrets and with other confidential and proprietary information, including Confidential Information, and that his services will be of special, unique and extraordinary value to GeoMega, Innord or any of their respective Affiliates. Therefore, in consideration of the foregoing, Hajiani agrees that, during the term of this Agreement, and during the twelve (12) months period following the termination of this Agreement, he shall not directly or indirectly (a) induce or attempt to induce any employee of GeoMega, Innord or any of their respective Affiliates to leave the employ of GeoMega, Innord or any of their respective Affiliates, or in any way interfere with the relationship between GeoMega, Innord or any of their respective Affiliates and any employee thereof, or (b) induce or attempt to induce any employee, customer, supplier, licensee or other business relation of GeoMega, Innord or any of their respective Affiliates to cease doing business with, or modify its business relationship with, GeoMega, Innord or any of their respective Affiliates, or in any way interfere with or hinder the relationship between any such employee, customer, supplier, licensee or business relation and GeoMega, Innord or any of their respective Affiliates.

10.4.3. **Non-competition.** Hajiani further agrees that, during the term of this Agreement and during the twelve (12) months period following the termination or expiration of this Agreement, he shall not, either individually or in partnership or jointly or in conjunction with any other person as owner, partner, principal, consultant, employee, sponsor, investor, lender, guarantor, or in any other capacity whatsoever, either directly or indirectly, carry on or be employed by, be engaged in or have any financial interest in any business or enterprise which competes directly with GeoMega, Innord or any of their respective Affiliates, and more specifically is focused on the exploration and development of deposits of rare earths elements, in the Province of Quebec. Hajiani shall not be in default under this Section 10.4.3 by virtue of holding, strictly for portfolio purposes and as a passive investor, not more than 5% of the issued and outstanding shares of a corporation in direct competition with the business of GeoMega, Innord or any of their respective Affiliates, the shares of which are listed on a recognized stock exchange. Hajiani expressly agrees and acknowledges that (a) the geographic restriction is reasonable given Hajiani's interest in the Patents and (b) this Agreement, and specifically this Section 10.4.3, does not preclude Hajiani from earning a livelihood, nor does it unreasonably impose limitations on Hajiani's ability to earn a living.

10.4.4. Hajiani acknowledges that the foregoing limitations contained in this Section 10 are reasonable and properly required for the adequate protection of GeoMega's, Innord's or Affiliates business.

11. Material Breach or Insolvency

11.1. If Hajiani commits a material breach of the Agreement, such as the divulging of Confidential Information that is not in accordance with Section 10, GeoMega, Innord or Affiliate shall send a written notice to Hajiani giving Hajiani sixty (60) days to cure the material breach following receipt of the written notice where the notice must state the nature of the breach in reasonable detail. If Hajiani fails to cure the breach within 60 days from the receipt of the written notice, GeoMega (and Innord), its legal representatives, successors and assigns shall owe no further royalties, compensation or other obligation to Hajiani. Furthermore, any and all Intellectual Property shall thereupon be assigned in full to GeoMega and Innord by Hajiani as per Schedule A.

11.2. GeoMega, Innord or Affiliates, its legal representatives, successors and assigns shall owe no royalties, compensation or other obligations to Hajiani, his legal representatives, successors and assigns if Hajiani shall file in any court or agency pursuant to any statute or regulation of any state, province, country or jurisdiction, a petition in bankruptcy or insolvency or for reorganization or for an arrangement or for the appointment of a receiver or trustee of Hajiani or of his assets.

11.3. In the event that either Innord or GeoMega: (a) becomes insolvent or bankrupt, (b) is liquidated or dissolved, or (c) ceases substantially all of its business; then Hajiani shall be entitled to the Hajiani License and this notwithstanding any other License Payment or Royalty payments that he is otherwise continued to be entitled to. In the event that Hajiani makes a proposal to his creditors or declares bankruptcy, then all of his rights and title to the Technology shall be fully and immediately assigned to GeoMega and Innord as per Schedule A.

12. Effective Date and Regulatory Approvals

12.1. This Agreement will become binding as of the Effective Date once all applicable regulatory and shareholder approvals are obtained.

13. Miscellaneous

- 13.1. Binding Effect. The Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective legal representatives, successors, and assigns.
- 13.2. Termination. This Agreement shall terminate once the Parties have fulfilled their respective obligations hereunder or by mutual written consent of all of the Parties.
- 13.3. Waiver. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 13.4. Entire agreement. This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements (including the Previous Assignment Agreement), promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. No variation of this Agreement shall be effective unless in writing and signed by the Parties.
- 13.5. Severability. Any Article, Section, Subsection or other subdivision of the Agreement or any other provision of the Agreement which is, or becomes, illegal, invalid or unenforceable shall be severed herefrom and shall be ineffective to the extent of such illegality, invalidity or unenforceability and shall not affect or impair the remaining provisions hereof, which provisions shall (a) be severed from any illegal, invalid or unenforceable Article, Section, Subsection or other subdivision of the Agreement or any other provision of the Agreement, and (b) otherwise remain in full force and effect.
- 13.6. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
- 13.7. Assignment. This Agreement, and any rights or obligations hereunder, may not be assigned, transferred, or delegated in whole or in part by Hajiani and may not be assigned, transferred, or delegated in whole or in part by GeoMega and Innord except in connection with a merger of GeoMega or Innord or a sale of all or substantially all of GeoMega's or Innord's assets. Any attempted assignment, transfer, or delegation in breach of this provision will be deemed to be void and to have no effect.
- 13.8. Notices. Any notice or other communication will be in writing and will be deemed to have been properly given and be effective upon the date of delivery if delivered in person, by facsimile, or courier service to the respective addresses set forth below:

In the case of GeoMega:

Attn: Kiril Mugerman
GeoMega Resources Inc.
75, boul. de Mortagne, Boucherville
QC J4B 6Y4, Canada
Telephone Number: +1-450-641-5119
Facsimile Number: +1-800-865-6536

In the case of Innord:

Attn: Kiril Mugerman
Innord Inc.
75, boul. de Mortagne, Boucherville
QC J4B 6Y4, Canada

In the case of Hajiani:

Pouya Hajiani
[Personal information removed]

Telephone Number: +1-450-641-5119
Facsimile Number: +1-800-865-6536

- 13.9. Counterparts. This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts shall together constitute the one agreement. Transmission of the executed signature page of a counterpart of this agreement by (a) fax or (b) e-mail (in PDF format) shall take effect as delivery of an executed counterpart of the Agreement. Each party agree to later provide the other with the original of such counterpart as soon as reasonably possible thereafter. No counterpart shall be effective until each party has executed and delivered at least one counterpart.
- 13.10. Language. The Parties have agreed that the Agreement, as well as any other agreement, amendment, addendum, document or instrument issued thereunder or incidental thereof, be drawn up in English. Les Parties ont consenti que le présent contrat, ainsi que tout autre amendement, addendum, convention ou document accessoire ou émis en vertu des présentes soit rédigé en Anglais.
- 13.11. Governing Law and Jurisdiction. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Province of Quebec and those of Canada applicable therein. Each party irrevocably agrees that the courts of the city of Montreal, Quebec, Canada, shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement, its subject matter or its formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first mentioned above.

GEOMEGA RESOURCES INC.

(signed) Kiril Mugerman

per: _____
Kiril Mugerman, President & CEO

POUYA HAJIANI

(signed) Pouya Hajiani

INNORD, INC.

(signed) Kiril Mugerman

Per: _____
Kiril Mugerman, President & CEO

SCHEDULE A

Patent Documents

1. SEPARATION WORK PRODUCTS PATENTS

A SYSTEM AND METHOD FOR SEPARATION AND PURIFICATION OF DISSOLVED RARE EARTH/PRECIOUS METALS ELEMENTS/COMPOUNDS

Priority : US 61/828,510 and 61/836,784 05/29/2013 and 06/19/2013

Patent applications :

PCT CA2014/050495 (see table below)

Country	Patent Application No.	Status	Current Applicant
U.S.A	14/653,777	Pending	INNORD
CANADA	2,893,793	Pending	INNORD
TAIWAN	103118604	Pending	INNORD

2. EXTRACTION WORK PRODUCTS PATENTS

A SYSTEM AND A METHOD FOR METALLURGICAL EXTRACTION OF REE AND NB FROM FERRO-CARBONATITE, APPLICATION OF AMMONIATION AND FERRIC CHLORIDE LEACHING

Priority **US**62/180,663 06/17/2015

Patent applications : PCT (see table below)

Country	Patent Application No.	Status	Current Applicant
PCT	CA2016/0506	Pending	GeoMega

SCHEDULE B

Royalties

Subject to the limitations provided for in the Agreement, the Royalty shall be based on the following:

- A base three percent (3%) of the Net Sales Revenue (“**Base Percent 1**”) for Separation Products, and one of:
 - If the GPM, before subtracting the royalties due under this Schedule B, are greater than 40%, then an additional one percent (1%) of Net Sales Revenue is to be added to the Base Percent 1 (totalling four percent (4%) of Net Sales Revenue); and
 - If the GPM, before subtracting the royalties due under this Schedule B, are less than 15%, then half a percent (0.5%) of Net Sales Revenue is to be subtracted from the Base Percent 1 (totalling two and a half percent (2.5%) of Net Sales Revenue);

(defined herein as “**Separation Royalty**”)

- A base one and a half percent (1.5%) of the Net Profits (“**Base Percent 2**”) for Extraction Products, and one of:
 - If the GPM, before subtracting the royalties due under this Schedule B, are greater than 40%, then an additional half a percent (0.5%) of Net Profits is to be added to the Base Percent 2 (totalling two percent (2%) of Net Profits); and
 - If the GPM, before subtracting the royalties due under this Schedule B, are less than 15%, then half a percent (0.5%) of Net Profits is to be subtracted from the Base Percent 2 (totalling one percent (1%) of Net Profits)

(defined herein as “**Extraction Royalty**”)

- For clarification, in the case of the Separation Royalty applied to a tolling scenario (Unrelated Person who uses the facilities of GeoMega, Innord or its Affiliates to make use of the Technology), the Separation Royalty is to be integrated within the tolling fee as per the following example. Tolling fee is the sum of the following:
 - Direct separation costs
 - General and administrative expenses
 - Other fees agreed on with the client
 - Company defined profit margin
 - Separation Royalty (3% of the value of the separated concentrate)