

**AMENDMENT NO. 2 TO THE MANAGEMENT INFORMATION CIRCULAR WITH RESPECT TO,
AMONG OTHER THINGS, A PROPOSED BUSINESS COMBINATION INVOLVING TANZANIA
MINERALS CORP. AND JUSHI INC**

This is the second amendment (the “**Amendment**”) to the management information circular (“**Information Circular**”) of Tanzania Minerals Corp. (“**Tanzania**”) dated March 29, 2019 for the annual and special meeting of shareholders of Tanzania to be held on April 29, 2019. Except as otherwise set forth in this Amendment, the terms and conditions previously set forth in the Information Circular continue to be applicable in all respects. Capitalized terms used in this Amendment not otherwise defined herein have the respective meanings given to them in the Information Circular.

This Amendment amends certain disclosures concerning the Resulting Issuer in the Information Circular, including:

1. The following paragraph is added at the end of the subsection of the Information Circular entitled “The Exchange and Related Transactions – The Exchange and Exchange Agreement”:

“In addition, the Jushi, Inc. 2018 Equity Incentive Plan (the “2018 Plan”) and all outstanding stock options, restricted stock and other equity-based compensation awards granted under the 2018 Plan will be terminated and each such terminated award will be replaced with an economically equivalent award (a “Substitute Award”) for Subordinate Voting Shares under the New Equity Incentive Plan as described in the section “*Particulars of Matters to be Acted Upon at the Meeting – Summary of New Equity Incentive Plan*.”

2. The subsection of the Information Circular entitled “Particulars of Matters to be Acted Upon at the Meeting – Summary of the New Equity Incentive Plan – Awards – Options” is replaced with the following text:

“The Resulting Issuer Board or Compensation Committee, in the case of a new hire, is authorized to grant Options under the New Equity Incentive Plan to purchase Subordinate Voting Shares that are either ISOs meaning they are intended to satisfy the requirements of Section 422 of the Code, or NQSOs, not intended to satisfy the requirements of Section 422 of the Code; provided, however, that eligibility to receive an Award of ISOs is limited to employees of the Resulting Issuer or any subsidiary corporation of the Resulting Issuer. Consultants and non-employee directors are not eligible to receive ISOs. Unless the Resulting Issuer Board or Compensation Committee determines otherwise in the case of an Option substituted for another Option in connection with a corporate transaction, the exercise price of an Option will not be less than the fair market value (as determined under the New Equity Incentive Plan) of the shares at the time of grant. Options will be subject to such terms, including the exercise price and the conditions and timing of exercise, as may be determined by the Compensation Committee and specified in the applicable award agreement. The maximum term of an Option will be ten years from the date of grant (or five years in the case of an ISO granted to a 10% shareholder). Payment in respect of the exercise of an Option may be made in cash or by check, or by such other method as the Resulting Issuer Board or Compensation Committee may determine to be appropriate, including by loan or other extension of credit from the Resulting Issuer (or an affiliate), by surrender of unrestricted shares (at their fair market value on the date of exercise) and other cashless exercise arrangements. The Resulting Issuer Board or Compensation Committee may, in its discretion, accelerate the vesting and exercisability of Options. Unless otherwise provided in the applicable award agreement or as may be determined by the Resulting Issuer Board or Compensation Committee, upon a Participant's termination of service with the Resulting Issuer the unvested portion of an Option will be forfeited.”

3. The subsection of the Information Circular entitled “Particulars of Matters to be Acted Upon at the Meeting – Summary of the New Equity Incentive Plan – Awards – Restricted Stock” is replaced with the following text:

“A restricted stock award is a grant of Subordinate Voting Shares, which are subject to forfeiture restrictions during a restriction period. The Resulting Issuer Board or Compensation Committee will determine the price, if any, to be paid by the Participant for each Subordinate Voting Share subject to a restricted stock award. If any payment is required, it may be paid in cash, by check, or by such other method as the Resulting Issuer Board or Compensation Committee may determine to be appropriate,

including by surrender of unrestricted shares or by loan or other extension of credit from the Resulting Issuer (or an affiliate). The Resulting Issuer Board or Compensation Committee may condition the expiration of the restriction period, if any, upon: (i) the Participant's continued service over a period of time with the Resulting Issuer or its affiliates; (ii) the achievement by the Participant, the Resulting Issuer or its affiliates of any other performance goals set by the Compensation Committee; or (iii) any combination of the above conditions as specified in the applicable award agreement. If the specified conditions are not attained, the Participant will forfeit the portion of the restricted stock award with respect to which of those conditions are not attained, and the underlying Subordinate Voting Shares will be forfeited or repurchased. At the end of the restriction period, if the conditions (if any) have been satisfied, the restrictions imposed will lapse with respect to the applicable number of Subordinate Voting Shares. During the restriction period, unless otherwise provided in the applicable award agreement, a Participant will have the right to vote the shares underlying the restricted stock and dividends will be paid as determined by the Resulting Issuer Board or Compensation Committee. The Resulting Issuer Board or Compensation Committee may, in its discretion, accelerate the vesting and delivery of shares of restricted stock. Unless otherwise provided in the applicable award agreement or as may be determined by the Resulting Issuer Board or Compensation Committee, upon a Participant's termination of service with the Resulting Issuer or its affiliates, the unvested portion of a restricted stock award will be forfeited or repurchased.”

4. The subsection of the Information Circular entitled “Particulars of Matters to be Acted Upon at the Meeting – Summary of the New Equity Incentive Plan – Awards – RSUs” is replaced with the following text:

RSUs are granted in reference to a specified number of Subordinate Voting Shares and entitle the holder to receive, on achievement of specific performance goals established by the Resulting Issuer Board or Compensation Committee, after a period of continued service with the Resulting Issuer or its affiliates or any combination of the above as set forth in the applicable award agreement, one Subordinate Voting Share for each such Subordinate Voting Share covered by the RSU; provided, that the Resulting Issuer Board or Compensation Committee may elect to pay cash, or part cash and part Subordinate Voting Shares in lieu of delivering only Subordinate Voting Shares. The Resulting Issuer Board or Compensation Committee will determine the consideration, if any, to be paid by the Participant for each Subordinate Voting Share subject to an RSU. If any payment is required, it may be paid in any form of legal consideration that may be acceptable to the Resulting Issuer Board or Compensation Committee, including by loan or other extension of credit from the Resulting Issuer (or an affiliate). The Resulting Issuer Board or Compensation Committee may, in its discretion, accelerate the vesting of RSUs. Unless otherwise provided in the applicable award agreement or as may be determined by the Resulting Issuer Board or Compensation Committee, upon a Participant's termination of service with the Resulting Issuer or its affiliates, the unvested portion of the RSUs will be forfeited. RSU holders will not have any shareholder rights, including voting or dividend rights, with respect to their RSUs until Subordinate Voting Shares are issued in settlement of such RSUs; provided that the Resulting Issuer Board or Compensation Committee may provide for dividend equivalents, subject to applicable terms and conditions. The Resulting Issuer Board or Compensation Committee may, in its discretion, accelerate the vesting of RSUs. Unless otherwise provided in the applicable award agreement or as may be determined by the Resulting Issuer Board or Compensation Committee, upon a Participant's termination of service with the Resulting Issuer and its affiliates, the unvested portion of an RSU award will be forfeited.

5. The following subsection entitled “Particulars of Matters to be Acted Upon at the Meeting – Summary of the New Equity Incentive Plan – Awards – Substitute Awards” is added at the end of the subsection of the Information Circular entitled “Particulars of Matters to be Acted Upon at the Meeting – Summary of the New Equity Incentive Plan – Awards – Stock Appreciation Rights”:

“Substitute Awards

If the Resulting Issuer or an affiliate acquires another company by merger, consolidation, stock purchase or asset purchase (an “Acquired Entity”), the Board may authorize the grant of Substitute Awards to current and former employees, directors and consultants of the Acquired Entity in substitution for stock and stock-based awards (“Acquired Entity Awards”) held by the current and former employees, directors or consultants of the Acquired Entity to in order to preserve the economic value of the Acquired Entity Awards, subject to Canadian securities laws. The number of shares and the exercise price or purchase price

(if applicable) underlying the Substitute Awards will be adjusted as the Resulting Issuer Board determines necessary to achieve preservation of economic value.”

Dated April 11, 2019

TANZANIA MINERALS CORP.

By: “Robert Dzisiak”

Robert Dzisiak
President and CEO