



**NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING
AND
MANAGEMENT INFORMATION CIRCULAR
OF
CHEMESIS INTERNATIONAL INC.**

**TO BE HELD ON
DECEMBER 29, 2020**

DATED: DECEMBER 3, 2020



Chemesis International Inc.
P.O. Box 17559
Vancouver, BC
V6E 0B2

NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS
TO BE HELD **DECEMBER 29, 2020**

NOTICE IS HEREBY GIVEN that the **Annual General and Special Meeting** (the “**Meeting**”) of the shareholders (the “**Shareholders**”) of Chemesis International Inc. (the “**Company**”) will be held at **1601 Bayshore Drive, Vancouver, British Columbia V6G 2V4 and via teleconference call at 604-330-7484, on Wednesday, December 29, 2020, at 10:00 a.m.** (Pacific Time) for the following purposes:

1. To receive and consider the audited financial statements of the Company for the financial year ended June 30, 2019, together with the auditor’s reports thereon, and related management’s discussion and analysis and for the financial year ended June 30, 2020, together with the auditor’s reports thereon, and related management’s discussion and analysis;
2. To fix the number of directors for the ensuing year at five (5) members;
3. To elect directors of the Company to hold office for the ensuing year;
4. To appoint Manning Elliott LLP, Chartered Professional Accountants, as auditor of the Company for the ensuing year and to authorize the directors to fix the remuneration to be paid to the auditor;
5. To consider and, if deemed appropriate, pass an ordinary resolution to ratify, confirm and approve the existing equity incentive plan of the Company, as more particularly described in the accompanying management information circular; and
6. To consider and, if deemed appropriate, pass a special resolution approving the sale of the Company’s assets located in Puerto Rico (the “**Disposition**”), on the terms as set forth in the Information Circular (as defined below).
7. To transact such further and other business as may be properly brought before the Meeting and any adjournment or postponement thereof.

The accompanying management information circular (the “**Information Circular**”) provides additional information relating to the matters to be dealt with at the Meeting and is deemed to form part of this Notice. No other matters are contemplated, however, any permitted amendment to or variation of any matter identified in this Notice may properly be considered at the Meeting. The Meeting may also consider the transaction of such further and other business as may properly come before the Meeting or any adjournment or postponement thereof. Accompanying this Notice is a (i) form of proxy or voting instruction form, and (ii) financial statements request form.

NOTICE OF CAUTION CONCERNING COVID-19 OUTBREAK

As at the date of this Notice and the accompanying Information Circular it is the intention of the Company to hold the Meeting at the location stated above in this Notice.

The Company is continuously monitoring development of the current coronavirus outbreak (“COVID-19”) and evolving public health guidelines. The Company asks that, in deciding whether to attend the Meeting in person, Shareholders consider the advice of the federal Public Health Agency of Canada (PHAC) (<https://www.canada.ca/en/public-health.html>), the Government of British Columbia (<https://www2.gov.bc.ca/gov/content/home>), the City of Vancouver (<https://vancouver.ca/default.aspx>), as well as review and follow the instructions of any regional health authorities of the Province of British Columbia, including the Vancouver Coastal Health Authority, the Fraser Health Authority and any other health authority holding jurisdiction over the areas you must travel through to attend the Meeting.

Please do not attend the Meeting in person if you are experiencing any of the described COVID-19 symptoms, or if you or someone with whom you have been in close contact has travelled to/from outside of Canada within the 14 days immediately prior to the Meeting. The Company strongly encourages Shareholders to vote their shares prior to the Meeting following the instructions set out in the form of proxy or voting instruction form received by such Shareholders.

The Company may take additional precautionary measures in relation to the Meeting in response to further developments with the COVID-19 pandemic. In the event it is not possible to hold the Meeting in person, the Company may hold the meeting entirely by electronic means, telephone, other communication facilities or other alternative means, and will use reasonable efforts to communicate the same.

The board of directors of the Company (the “**Board**”) has fixed the close of business on November 24, 2020, as the record date for the determination of the Shareholders entitled to receive notice of, and to vote at, the Meeting. Only Shareholders whose names have been entered in the register of shareholders as at the close of business on November 24, 2020, will be entitled to receive notice of, and to vote at, the Meeting. Shareholders are entitled to vote at the Meeting either in person or by proxy, as described in the Information Circular under the heading “*Section 2 – Proxies and Voting Rights*”. For information with respect to Shareholders who own their shares through an intermediary, see “*Section 2 – Proxies and Voting Rights – Advice to Beneficial Shareholders*” in the Information Circular.

Whether or not you are able to attend the Meeting in person, you are encouraged to provide voting instructions on the enclosed form of proxy as soon as possible. For your vote to count, you must send your proxy to the Company’s transfer agent by either using the envelope provided or by mailing the proxy to Odyssey Trust Company, Suite 323, 409 Granville Street, Vancouver, British Columbia, Canada V6C 1T2, Attention: Proxy Department or by sending a copy of the completed proxy by email at proxy@odysseytrust.com, or vote your proxy online by visiting <http://odysseytrust.com/Transfer-Agent/Login> and following the instructions. To vote by Internet, you will need to enter the control number shown on your form of proxy.

The Company’s transfer agent, Odyssey Trust Company, must receive your proxy no later than December 27, 2020, at 10:00 a.m. (Pacific Time), or, if the Meeting is adjourned or postponed, no later than 48 hours (excluding Saturdays, Sundays and holidays in the Province of British Columbia) before any adjourned or postponed Meeting.

If you are a non-registered Shareholder (for example, if you hold shares in an account with a broker or another intermediary), you should follow the voting procedures described in the form of proxy or voting instruction form provided by your broker or intermediary or call your broker or intermediary for information as to how you can vote your shares. Without specific instructions, brokers and their agents and nominees are prohibited from voting shares for their clients. Therefore, each non-registered Shareholder should ensure that voting instructions are communicated to the appropriate person well in advance of the Meeting. Note that the deadlines set by your broker or intermediary for submitting your form of proxy or voting instruction form may be earlier than the dates described above.

Shareholders should follow the instructions on the forms they receive and if they have any questions contact their intermediaries or Odyssey Trust Company, the Company's transfer agent by e-mail at proxy@odysseytrust.com.

DATED at Vancouver, British Columbia, this **3rd** day of **December, 2020**.

BY ORDER OF THE BOARD OF DIRECTORS:

/s/ Josh Rosenberg

Josh Rosenberg
President and Director



MANAGEMENT INFORMATION CIRCULAR

As at November 24, 2020

SECTION 1 - INTRODUCTION

This management information circular (the “**Information Circular**”) accompanies the notice of annual general and special meeting (the “**Notice**”) and is furnished to shareholders (the “**Shareholders**”, and each a “**Shareholder**”) holding common shares without par value in the capital of Chemesis International Inc. (the “**Company**”) in connection with the solicitation by the management of the Company of proxies to be voted at the annual general and special meeting (the “**Meeting**”) of the Shareholders to be held at **10:00 a.m. (Pacific Time) on Tuesday, December 29, 2020, at 1601 Bayshore Drive, Vancouver, BC V6G 2V4 and via teleconference call at 604-330-7484**, or at any adjournment or postponement thereof.

DATE AND CURRENCY

The information contained in this Information Circular is as of **November 24, 2020**. Unless otherwise stated, all amounts herein are in Canadian dollars.

SECTION 2 – PROXIES AND VOTING RIGHTS

MANAGEMENT SOLICITATION

The solicitation of proxies by management of the Company will be conducted by mail and may be supplemented by telephone or other personal contact to be made without special compensation by the directors, officers and employees of the Company. The Company does not reimburse Shareholders, nominees or agents for costs incurred in obtaining from their principals’ authorization to execute forms of proxy, except that the Company has requested brokers and nominees who hold stock in their respective names to furnish this proxy material to their customers, and the Company will reimburse such brokers and nominees for their related out-of-pocket expenses. No solicitation will be made by specifically engaged employees or soliciting agents. The cost of solicitation will be borne by the Company.

No person has been authorized to give any information or to make any representation other than as contained in this Information Circular in connection with the solicitation of proxies. If given or made, such information or representations must not be relied upon as having been authorized by the Company. The delivery of this Information Circular shall not create, under any circumstances, any implication that there has been no change in the information set forth herein since the date of this Information Circular. This Information Circular does not constitute the solicitation of a proxy by anyone in any jurisdiction in which such solicitation is not authorized, or in which the person making such solicitation is not qualified to do so, or to anyone to whom it is unlawful to make such an offer of solicitation.

APPOINTMENT OF PROXY

Registered Shareholders are entitled to vote at the Meeting. A Shareholder is entitled to one vote for each Share that such Shareholder holds on the record date of November 24, 2020 (the “**Record Date**”) on the resolutions to be voted upon at the Meeting, and any other matter to come before the Meeting.

The persons named as proxyholders (the “**Designated Persons**”) in the enclosed form of proxy are directors and/or officers of the Company.

A SHAREHOLDER HAS THE RIGHT TO APPOINT A PERSON OR COMPANY (WHO NEED NOT BE A SHAREHOLDER) TO ATTEND AND ACT FOR OR ON BEHALF OF THAT SHAREHOLDER AT THE MEETING, OTHER THAN THE DESIGNATED PERSONS NAMED IN THE ENCLOSED FORM OF PROXY.

TO EXERCISE THE RIGHT, THE SHAREHOLDER MAY DO SO BY STRIKING OUT THE PRINTED NAMES AND INSERTING THE NAME OF SUCH OTHER PERSON AND, IF DESIRED, AN ALTERNATE TO SUCH PERSON, IN THE BLANK SPACE PROVIDED IN THE FORM OF PROXY. SUCH SHAREHOLDER SHOULD NOTIFY THE NOMINEE OF THE APPOINTMENT, OBTAIN THE NOMINEE’S CONSENT TO ACT AS PROXY AND SHOULD PROVIDE INSTRUCTION TO THE NOMINEE ON HOW THE SHAREHOLDER’S SHARES SHOULD BE VOTED. THE NOMINEE SHOULD BRING PERSONAL IDENTIFICATION TO THE MEETING.

In order to be voted, the completed form of proxy must be received by the Company’s registrar and transfer agent, Odyssey Trust Company, Suite 323, 409 Granville Street, Vancouver, British Columbia, Canada V6C 1T2, Attention: Proxy Department by mail or via the Internet at least two business days (excluding Saturdays, Sundays and holidays) prior to the scheduled time of the Meeting, or any adjournment(s) thereof.

A proxy may not be valid unless it is dated and signed by the Shareholder who is giving it or by that Shareholder’s attorney-in-fact duly authorized by that Shareholder in writing or, in the case of a corporation, dated and executed by a duly authorized officer or attorney-in-fact for the corporation. If a form of proxy is executed by an attorney-in-fact for an individual Shareholder or joint Shareholders, or by an officer or attorney-in-fact for a corporate Shareholder, the instrument so empowering the officer or attorney-in-fact, as the case may be, or a notarized certified copy thereof, must accompany the form of proxy.

REVOCATION OF PROXIES

A Shareholder who has given a proxy may revoke it at any time before it is exercised by an instrument in writing: (a) executed by that Shareholder or by that Shareholder’s attorney-in-fact authorized in writing or, where the Shareholder is a corporation, by a duly authorized officer of, or attorney-in-fact for, the corporation; and (b) delivered either: (i) to Odyssey Trust Company, Suite 323, 409 Granville Street, Vancouver, British Columbia, Canada V6C 1T2, Attention: Proxy Department, at any time up to and including the last business day preceding the day of the Meeting or, if adjourned, any reconvening thereof, or (ii) to the Chair of the Meeting prior to the vote on matters covered by the proxy on the day of the Meeting or, if adjourned or postponed, any reconvening thereof, or (iii) in any other manner provided by law.

Also, a proxy will automatically be revoked by either: (a) attendance at the Meeting and participation in a poll (ballot) by a Shareholder, or (b) submission of a subsequent proxy in accordance with the foregoing procedures. A revocation of a proxy does not affect any matter on which a vote has been taken prior to any such revocation.

VOTING OF SHARES AND PROXIES AND EXERCISE OF DISCRETION BY DESIGNATED PERSONS

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

IF NO CHOICE IS SPECIFIED IN THE PROXY WITH RESPECT TO A MATTER TO BE ACTED UPON, THE PROXY CONFERS DISCRETIONARY AUTHORITY WITH RESPECT TO THAT MATTER UPON THE DESIGNATED PERSONS NAMED IN THE FORM OF PROXY. IT IS INTENDED THAT THE DESIGNATED PERSONS WILL VOTE THE SHARES REPRESENTED BY THE PROXY IN FAVOUR OF EACH MATTER IDENTIFIED IN THE PROXY.

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

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

ADVICE TO BENEFICIAL SHAREHOLDERS

Only registered Shareholders or duly appointed proxyholders are permitted to vote at the Meeting. Most Shareholders are “non-registered” Shareholders because the shares they own are not registered in their names but are instead registered in the name of the brokerage firm, bank or trust company through which they purchased the shares. More particularly, a person is not a registered shareholder in respect of shares which are held on behalf of that person (the “**Non-Registered Holder**”) but which are registered either: (a) in the name of an intermediary (an “**Intermediary**”) that the Non-Registered Holder deals with in respect of the shares (Intermediaries include, among others, banks, trust companies, securities dealers or brokers and trustees or administrators or self-administered RRSPs, RRIFs, RESPs and similar plans); or (b) in the name of a clearing agency (such as CDS Clearing and Depository Services Inc. or CDS & Co.) of which the Intermediary is a participant. In accordance with the requirements set out in National Instrument 54-101 *Communication with Beneficial Owners of Securities of a Reporting Issuer* (“**NI 54-101**”), the Company has distributed copies of the Notice, this Information Circular, the form of proxy, and financial statements request form (collectively, the “**Meeting Materials**”) to the clearing agencies and Intermediaries for onward distribution to Non-Registered Holders.

Intermediaries are required to forward the Meeting Materials to Non-Registered Holders unless a Non-Registered Holder has waived the right to receive them. Very often, Intermediaries will use service companies to forward the Meeting Materials to Non-Registered Holders. Generally, Non-Registered Holders who have not waived the right to receive Meeting Materials will either:

- (a) be given a form of proxy which has already been signed by the Intermediary (typically by a facsimile, stamped signature), which is restricted as to the number of common shares beneficially owned by the Non-Registered Holder but which is otherwise not completed. Because the Intermediary has already signed the form of proxy, this form of proxy is not required to be signed by the Non-Registered Holder when submitting the proxy. In this case, the Non-Registered Holder who wishes to submit a proxy should otherwise properly complete the form of proxy and deposit it with the Transfer Agent as provided above; or
- (b) more typically, be given a voting instruction form which is not signed by the Intermediary, and which, when properly completed and signed by the Non-Registered Holder and returned to the Intermediary or its service company, will constitute voting instructions (often called a “**proxy authorization form**”) which the Intermediary must follow. Typically, the proxy authorization form will consist of a one-page pre-printed form. Sometimes, instead of a one-page pre-printed form, the proxy authorization will consist of a regular printed proxy form accompanied by a page of instructions, which contains a removable label containing a bar-code and other information. In order for the form of proxy to validly constitute a proxy authorization form, the Non-Registered Holder must remove the label from the instructions and affix it to the form of proxy, properly complete and sign the form of proxy and return it to the Intermediary or its service company in accordance with the instructions of the Intermediary or its service company.

In either case, the purpose of this procedure is to permit a Non-Registered Holder to direct the voting of the shares which they beneficially own. Should a Non-Registered Holder who receives one of the above forms wish to vote at the Meeting in person, the Non-Registered Holder should strike out the names of the Designated Persons named in the form and insert the Non-Registered Holder’s name in the blank space provided. In either case, Non-Registered Holders should carefully follow the instructions of their Intermediary, including those regarding when and where the proxy or proxy authorization form is to be delivered.

There are two types of beneficial owners: (i) those who object to their identity being made known to the issuers of securities which they own (“**Objecting Beneficial Owners**” or “**OBOs**”), and (ii) those who do not object to their identity being made known to the issuers of securities which they own (“**Non-Objecting Beneficial Owners**” or “**NOBOs**”). Subject to the provisions of NI 54-101, issuers may deliver proxy-related materials directly to their NOBOs.

The Company is sending these Meeting Materials directly to registered Shareholders and indirectly to Non-Registered Holders. In the event you are a NOBO, and the Company or its agent has sent these materials directly to you, your name and address and information about your holdings of shares have been obtained in accordance with applicable securities regulatory requirements from the Intermediary holding Shares on your behalf.

NOTICE-AND-ACCESS

The Company is not relying on the “Notice and Access” delivery procedures outlined in NI 54-101 to distribute copies of proxy-related materials in connection with the Meeting by posting them on a non-SEDAR (SEDAR – System for Electronic Document Analysis and Retrieval) website.

NOTICE TO SHAREHOLDERS IN THE UNITED STATES

The solicitation of proxies involve securities of an issuer located in Canada and is being effected in accordance with the corporate laws of the Province of British Columbia, Canada, and securities laws of the provinces of Canada. The proxy solicitation rules under the *United States Securities Exchange Act of 1934*, as amended, are not applicable to the Company or this solicitation, and this solicitation has been prepared in accordance with the disclosure requirements of the securities laws of the provinces of Canada. Shareholders should be aware that disclosure requirements under the securities laws of the provinces of Canada differ from the disclosure requirements under United States securities laws.

SECTION 3 - VOTING SHARES AND PRINCIPAL HOLDERS THEREOF

VOTING OF COMMON SHARES

The Company is authorized to issue an unlimited number of common shares without par value and without special rights or restrictions attached. As at the record date, determined by the board of directors of the Company (the “**Board**”) to be the close of business on **November 24, 2020** (the “**Record Date**”), a total of **40,349,308** common shares were issued and outstanding.

Only registered Shareholders as at the Record Date are entitled to receive notice of, and to attend and vote at, the Meeting or any adjournment or postponement thereof. No group of shareholders has the right to elect a specified number of directors, nor are there cumulative or similar voting rights attached to the common shares. Each shareholder is entitled to one vote for each common share registered in his or her name.

PRINCIPAL HOLDERS OF COMMON SHARES

To the knowledge of the directors and executive officers of the Company, the following holders beneficially owns or controls or directs, directly or indirectly, voting securities carrying more than 10% of the voting rights as at the Record Date.

Shareholder Name	Number of Shares Held	Percentage of Issued Shares ⁽¹⁾
CDS & Co. ⁽²⁾	20,096,993	49.81%

Notes:

(1) Based on 40,349,308 common shares issued and outstanding as at November 24, 2020.

(2) CDS & Co. is the Canadian depository for securities. Management of the Company is unaware of the beneficial Shareholders of the Shares registered in the name of CDS & Co.

QUORUM

Pursuant to the Company’s Articles, subject to the special rights and restrictions attached to the shares of any affected class or series of shares, the quorum for the transaction of business at a meeting of shareholders is one (1) or more persons, present in person or by proxy.

SECTION 4 – PARTICULARS OF MATTERS TO BE ACTED UPON

MANAGEMENT OF THE COMPANY KNOWS OF NO OTHER MATTERS TO COME BEFORE THE MEETING OTHER THAN THOSE REFERRED TO IN THE NOTICE OF MEETING. HOWEVER, IF ANY OTHER MATTERS THAT ARE NOT KNOWN TO MANAGEMENT SHOULD PROPERLY COME BEFORE THE MEETING, THE ACCOMPANYING FORM OF PROXY CONFERS DISCRETIONARY AUTHORITY UPON THE PERSONS NAMED THEREIN TO VOTE ON SUCH MATTERS IN ACCORDANCE WITH THEIR BEST JUDGMENT.

Additional detail regarding each of the matters to be acted upon at the Meeting is set forth below.

1. FINANCIAL STATEMENTS

The audited financial statements of the Company for the financial year ended June 30, 2019, together with the auditor's reports thereon, and the related management's discussion and analysis, and for the financial year ended June 30, 2020, together with the auditor's reports thereon, and the related management's discussion and analysis (together, the "**Financial Statements**"), will be presented to Shareholders at the Meeting.

Copies of these documents will be available at the Meeting and may also be obtained by a Shareholder upon request without charge from the Company, P.O. Box 17559, Vancouver, BC, V6E 0B2 or by telephone at 604-398-3378. These documents are also available on the System for Electronic Document Analysis and Retrieval (the "**SEDAR**") online at www.sedar.com under the Company's profile.

Management will review the Company's financial results at the Meeting and Shareholders and proxyholders will be given an opportunity to discuss these results with management. **No approval or other action needs to be taken at the Meeting in respect of the Financial Statements.**

2. ELECTION OF DIRECTORS

Number of Directors

The directors of the Company are elected at each annual meeting and hold office until the next annual meeting, or until their successors are duly elected or appointed in accordance with the Company's Articles or until such director's earlier death, resignation or removal.

At the Meeting, Shareholders will be asked to pass an ordinary resolution to set the number of directors of the Company for the ensuing year at **five (5)**. The number of directors will be approved if the majority of Shares present or represented by proxy at the Meeting and entitled to vote are voted in favour of setting the number of directors at **five (5)**.

Management recommends Shareholders vote in favour of the resolution setting the number of directors at five (5). Unless you provide instructions otherwise, the Designated Persons intend to vote FOR the resolution setting the number of directors at five (5).

Advance Notice Provisions

The Company has adopted advance notice provisions (the "**Advance Notice Provisions**") in its constating documents. The Advance Notice Provisions include, among other things, a provision that requires advance notice be given to the Company in circumstances where nomination of persons for election to the Board are made by Shareholders of the Company. The Advance Notice Provisions set a deadline by which shareholders must submit nominations (a "**Notice**") for the election of directors to the Company

prior to any annual or special meeting of shareholders. The Advance Notice Provisions also set forth the information that a shareholder must include in the Notice to the Company, and establish the form in which the shareholder must submit the Notice for that notice to be in proper written form.

In the case of an annual meeting of shareholders, a Notice must be provided to the Company not less than 30 days and not more than 65 days prior to the date of the annual meeting. However, in the event that the annual meeting is to be held on a date that is less than 50 days after the date on which the first public announcement of the date of the annual meeting was made, a Notice must be provided to the Company not later than the close of business on the 10th day following such public announcement. The Advance Notice Provisions are available for viewing in the Articles of the Company available on SEDAR online at www.sedar.com under the Company's profile.

As at the date of this Information Circular, the Company has not received notice of a nomination in compliance with the Advance Notice Provisions and, as such, management's nominees for election as directors set forth below shall be the only nominees eligible to stand for election at the Meeting.

Nominees for Election

Management of the Company proposes to nominate the persons named in the table below for election by the Shareholders as directors of the Company. Each of the nominees has agreed to stand for election and management of the Company does not contemplate that any of the nominees will be unable to serve as a director.

The following disclosure sets out the names of management's five nominees for election as directors, all major offices and positions with the Company and any of its significant affiliates each now holds, each nominee's principal occupation, business or employment for the five preceding years for new director nominees, the period of time during which each has been a director of the Company and the number of Shares beneficially owned by each, directly or indirectly, or over which each exercised control or direction, as at the Record Date:

Name and Province/ Country of Residence and Present Office Held	Principal Occupation, Business or Employment for Last Five Years	Periods During Which Nominee has Served as a Director	Number of Shares Beneficially Owned, or Controlled, or Directed, Directly or Indirectly⁽¹⁾
Faizaan Lalani Surrey, BC Director	Certified Professional Accountant Chief Financial Officer and Director, Infuzed Brands, Inc., 2019 –present Chief Financial Officer and Director, United Battery Metals Corp., 2019- present;	-	Nil
Brian Thurston ⁽²⁾ Port Moody, BC Director	Businessman; P.Geo., H.B.Sc (Geology) from the University of Western Ontario (1992)	March 15, 2017	10,000
Aman Parmar ⁽²⁾ Vancouver, BC Director	Businessman; General Manager of Haraman Development Inc.,	June 26, 2019	3,230,679

Name and Province/ Country of Residence and Present Office Held	Principal Occupation, Business or Employment for Last Five Years	Periods During Which Nominee has Served as a Director	Number of Shares Beneficially Owned, or Controlled or Directed, Directly or Indirectly ⁽¹⁾
Mike Aujla ⁽²⁾ Vancouver, BC Director	Businessman; Partner at Hunter West Legal Recruitment	June 26, 2019	2,560
Josh Rosenberg Leander, Texas Director	Businessman; President of the Company.	April 13, 2020	Nil

Notes:

- (1) The information in the table above as to common shares beneficially owned or controlled and the following information as to principal occupation, business or employment is not necessarily within the knowledge of management of the Company and has been furnished by the respective nominees.
- (2) Member of the Audit Committee of the Company.

None of the proposed nominees for election as a director of the Company are proposed for election pursuant to any arrangement or understanding between the nominee and any other person, except the directors and senior officers of the Company acting solely in such capacity.

A Shareholder can vote for all of the above nominees, vote for some of the above nominees and withhold for other of the above nominees, or withhold for all of the above nominees. Management recommends Shareholders vote in favour of the election of each of the nominees listed above for election as directors of the Company for the ensuing year. Unless you provide instructions otherwise, the Designated Persons intend to vote FOR the nominees.

3. APPOINTMENT OF AUDITOR

At the Meeting, Shareholders will be asked to vote for the re-appointment of Manning Elliott LLP, Chartered Professional Accountants, located at 17th Floor, 1030 West Georgia Street, Vancouver, British Columbia, V6E 2Y3 as auditor of the Company to hold office until the next annual meeting of Shareholders, or until a successor is appointed, and to authorize the directors of the Company to fix the auditor's remuneration.

Effective August 13, 2020, Manning Elliott LLP, Chartered Professional Accountants, was appointed the Company's auditor and Davidson & Company LLP, Chartered Professional Accountants, having served as the Company's auditor since August 13, 2019 tendered their resignation upon the request of the Company.

Prior to Davidson & Company LLP, Chartered Professional Accountants, serving as the Company's auditor from August 13, 2019 to August 13, 2020, D&H Group LLP Chartered Professional Accountants had served as the Company's auditor since June 4, 2018. D&H Group LLP tendered their resignation on its own initiative. See "*Section 6 – Audit Committee – External Auditor Service Fees*". See "*Schedule "A" – Change of Auditor Reporting Package to Manning Elliott LLP, Chartered Professional Accountants*"

See “Schedule “B” – Change of Auditor Reporting Package to Davidson & Company LLP, Chartered Professional Accountants” attached hereto.

Management recommends Shareholders vote in favour of the appointment of Manning Elliott LLP, Chartered Professional Accountants, as auditor of the Company for the ensuing year and authorize the Board to fix the auditor’s remuneration. Unless you provide instructions otherwise, the Designated Persons intend to vote FOR the appointment of Manning Elliott LLP, Chartered Professional Accountants, as the Company’s auditor until the close of its next annual meeting and to authorize the Board to fix the remuneration to be paid to the auditor.

4. EQUITY INCENTIVE PLAN

The Board adopted an equity incentive plan on May 2, 2019, (the “**Equity Incentive Plan**”), with the purpose of being able to secure for the Company and Shareholders the benefits inherent in share ownership by the directors, officer, and employees of the Company and its affiliates who, in the judgement of the Board, will be largely responsible for its future growth and success. It is generally recognized that equity incentive plans of the nature provided for herein aid in retaining and encouraging employees and directors of exceptional ability because of the opportunity offered them to acquire a proprietary interest in the Company.

Awards that may be granted to eligible directors, officers, employees and consultants (collectively, “**Participants**”) under the Equity Incentive Plan include stock options (“**Options**”) and restricted share rights (“**RSRs**”). In addition, the Equity Incentive Plan provides for the granting to eligible directors of deferred share units (“**DSUs**”). Hereinafter “Awards” refers to, collectively, Options, RSRs, and DSUs.

Once Shareholder approval of the Equity Incentive Plan is obtained, the aggregate number of Shares that may be issued and issuable under the Equity Incentive Plan, together with any other securities-based compensation arrangements of the Company, as applicable, shall not exceed 20% of the total issued and outstanding Shares.

The Equity Incentive Plan provides for the following:

Stock Options

Option Grants

The Equity Incentive Plan authorizes the Board to grant Options. The number of Shares, the exercise price per Share, the vesting period and any other terms and conditions of Options granted pursuant to the Equity Incentive Plan, from time to time are determined by the Board at the time of the grant, subject to the defined parameters of the Equity Incentive Plan. The date of grant for the Options is the date the Board approved the grant.

Exercise Price

The exercise price of any Option shall not be less than one hundred per cent (100%) of the Fair Market Value.

Exercise Period, Blackout Periods and Vesting

Options are exercisable for a period of five years from the date the Option is granted or such greater or lesser duration as determined by the Board. Options may be earlier terminated in the event of death or termination of employment or appointment. Vesting of Options is determined by the Board.

Unless otherwise determined from time to time by the Board, Options shall vest and may be exercised (in each case to the nearest full Share) during the Option Period as follows: (a) at any time during the first six months of the Option Period, the Optionee may purchase up to 25% of the total number of Shares reserved for issuance pursuant to his or her Option; and (b) at any time during each additional six-month period of the Option Period the Optionee may purchase an additional 25% of the total number of Shares reserved for issuance pursuant to his or her Option plus any Shares not purchased in accordance with the preceding subsection (a) and this subsection (b) until, after the 18th month of the Option Period, 100% of the Option will be exercisable.

The right to exercise an Option may be accelerated in the event a takeover bid in respect of the Shares is made.

When the expiry date of an Option occurs during, or within ten (10) days following, a “blackout period”, the expiry date of such Option is deemed to be the date that is ten (10) days following the expiry of such blackout period. Blackout periods are imposed by the Company to restrict trading of the Company’s securities by directors, officers, employees and certain others who hold Options to purchase Shares, in accordance with certain of the Company’s policies in effect from time to time particularly in circumstances where material non-public information exists, including when financial statements are being prepared but results have not yet been publicly disclosed.

Cashless Exercise Rights

Provided the Shares are listed on an Exchange (as defined in the Equity Incentive Plan), an Option holder of an Option has the right to exercise an Option on a “cashless” basis by electing to relinquish, in whole or in part, the right to exercise such Option and receive, in lieu of receiving the Shares to which such Option relates, a number of fully paid Shares. The number of Shares issuable on the cashless exercise right is based on calculations using the formula in the Equity Incentive Plan.

Termination or Death

If an Option holder dies while employed by the Company, any Option held by him or her will be exercisable for a period of 12 months or prior to the expiration of the Options (whichever is sooner) by the person to whom the rights of the Option holder shall pass by will or applicable laws of descent and distribution. If an Option holder is terminated for cause, no Option will be exercisable unless the Board determines otherwise. If an Option holder ceases to be employed or engaged by the Company for any reason other than cause, then the Options will be exercisable for a period of 12 months or prior to the expiration of the Options (whichever is sooner).

RSRs

RSR Grant

The Equity Incentive Plan authorizes the Board to grant RSRs, in its sole and absolute discretion, to any Participant. Each RSR provides the recipient with the right to receive Shares as a discretionary payment in consideration of past services or as an incentive for future services, subject to the Equity Incentive Plan and with such additional provisions and restrictions as the Board may determine. Each RSR grant shall be evidenced by a restricted share right grant letter which shall be subject to the terms of the Equity

Incentive Plan and any other terms and conditions which the Board deems appropriate. For the purposes of calculating the number of RSRs to be granted, the Company shall value the Shares underlying such RSR at not less than the greater of the closing market price of the Shares on the CSE on the trading day prior to the grant of the RSR and the date of grant of the RSR.

Vesting of RSRs

Concurrent with the granting of the RSR, the Board shall determine the period of time during which the RSR is not vested and the holder of such RSR remains ineligible to receive Shares. Such period of time may be reduced or eliminated from time to time for any reason as determined by the Board. Once the RSR vests, the RSR is automatically settled through the issuance of an equivalent number of underlying Shares as RSRs held. Participants who are resident in Canada for the purposes of the *Income Tax Act* (Canada) may elect to defer some or all of any part of the Share grant until one or more later dates.

Retirement or Termination

In the event the Participant retires or is terminated during the vesting period, any RSR held by the Participant shall be terminated immediately provided however that the Board shall have the absolute discretion to accelerate the vesting date. In the event of death or total disability, the vesting period shall accelerate and the Common Shares underlying the RSRs shall be issued.

DSUs

DSU Grant

The Equity Incentive Plan authorizes the Board to grant DSUs, in its sole and absolute discretion at any time or on regular intervals, to eligible directors based on such formulas or criteria as the Board may from time to time determine. DSUs will be credited to the director's account when designated by the Board. Each DSU grant shall be evidenced by a DSU grant letter which shall be subject to the terms of the Equity Incentive Plan and any other terms and conditions which the Board deems appropriate. For the purposes of calculating the number of DSUs to be granted, the Company shall value the Shares underlying such DSU at not less than the greater of the closing market price of the Shares on the CSE for the trading day prior to the grant of the DSU and the date of grant of the DSU.

Vesting of DSUs

The DSUs held by each director who is not a US Taxpayer (as defined in the plan) shall be redeemed automatically and with no further action by the director only on the 20th business day following the date the director ceases to be a Participant under the Equity Incentive Plan (which for greater certainty, includes the director ceasing to be a Participant by reason of the director's death). For US Taxpayers, DSUs held by directors will be redeemed in accordance with the provisions detailed in the Equity Incentive Plan, which such provisions are predicated on tax laws in the United States. Upon redemption, the former director shall be entitled to receive the number of Shares issued from treasury equal to the number of DSUs in the director's DSU account, subject to any applicable deductions and withholdings. In the event the director ceases to be a Participant under the Equity Incentive Plan during a year and DSUs have been granted to such director for that entire year, the director will only be entitled to a pro-rated issuance of Shares in respect of such DSUs based on the number of days that he or she was a Participant under the Equity Incentive Plan for that year.

No amount will be paid to, or in respect of, an eligible director under the Equity Incentive Plan or pursuant to any other arrangement, and no other additional DSUs will be granted to compensate for a

downward fluctuation in the value of the Shares nor will any other benefit be conferred upon, or in respect of, an eligible director for such purpose.

Death

In the event of the death of a director, the DSUs shall be redeemed automatically and with no further action on the 20th business day following the death of the director.

Provisions applicable to all grants of Awards

Transferability

Pursuant to the Equity Incentive Plan, any Awards granted to a participant shall not be transferable except by will or by the laws of descent and distribution. During the lifetime of a participant, Awards may only be exercised by the Participant (as defined in the Equity Incentive Plan).

Amendments to the Plan

The Board may amend, suspend or terminate the Equity Incentive Plan or any Award granted under the Equity Incentive Plan without shareholder approval, including, without limiting the generality of the foregoing: (i) changes of a clerical or grammatical nature; (ii) changes regarding the persons eligible to participate in the Equity Incentive Plan; (iii) changes to the exercise price; (iv) vesting, term and termination provisions of Awards; (v) changes to the cashless exercise right provisions; (vi) changes to the authority and role of the Board under the Equity Incentive Plan; and (vii) any other matter relating to the Equity Incentive Plan and the Awards granted thereunder, provided however that:

- (a) such amendment, suspension or termination is in accordance with applicable laws and the rules of any stock exchange on which the Company's shares are listed;
- (b) no amendment to the Equity Incentive Plan or to an Award granted thereunder will have the effect of impairing, derogating from or otherwise adversely affecting the terms of an Award which is outstanding at the time of such amendment without the written consent of the holder of such Award;
- (c) the terms of an Option will not be amended once issued; and
- (d) the expiry date of an Option shall not be more than ten (10) years from the date of grant of such Option, provided, however, that at any time the expiry date should be determined to occur either during a blackout period or within ten business days following the expiry of a blackout period, the expiry date of such Option shall be deemed to be the date that is the tenth business day following the expiry of the blackout period.

If the Equity Incentive Plan is terminated, the provisions of the Equity Incentive Plan and any administrative guidelines and other rules and regulations adopted by the Board and in force on the date of termination will continue in effect as long as any Award pursuant thereto remain outstanding.

Share Issuance Limits

The aggregate number of Common Shares that may be subject to issuance under the Equity Incentive Plan, together with any other securities-based compensation arrangements of the Company, shall not exceed 20% of the Company's issued and outstanding share capital from time to time.

The above summary is subject to the full text of the Equity Incentive Plan, which will be available at the Meeting for review by Shareholders and is also attached hereto as Schedule "C".

The Equity Incentive Plan, and any material amendments thereto, must be approved by a majority of the votes cast by Shareholders at the Meeting. If the Equity Incentive Plan is approved, a total of 20% (8,019,779 as of the date of this Information Circular) of the issued and outstanding Shares will be reserved for issuance pursuant to the granting of Awards.

At the Meeting, Shareholders will be asked to consider and, if deemed appropriate, to pass, with or without variation, an ordinary resolution ratifying, confirming, and approving the Equity Incentive Plan (the "**Equity Incentive Plan Resolution**"). The text of the resolution is as follows:

"**BE IT RESOLVED**, as an ordinary resolution, that the Equity Incentive Plan in the form attached as Schedule "C" to the Management Information Circular of the Company dated November 24, 2020, be and is hereby ratified, confirmed, and approved, and that any director or officer of the Company be and is hereby authorized and directed to perform such acts and deeds and things, including amending the Equity Incentive Plan should such amendments be required by applicable regulatory authorities, including but not limited to the Canadian Securities Exchange, and execute all such documents, agreements and other writings as may be required to give effect to this resolution."

Management recommends Shareholders vote in favour of the ratification, confirmation, and approval of the Equity Incentive Plan. Unless you provide instructions otherwise, the Designated Persons intend to vote FOR the ratification, confirmation, and approval of the Equity Incentive Plan.

5. RATIFICATION AND APPROVAL OF AGREEMENTS TO SELL ASSETS IN PUERTO RICO

Agreements to Sell Assets in Puerto Rico

Asset Purchase Agreement

In mid-November, 2020, the Company's indirect partially owned subsidiary, Project 1493, LLC ("**Project 1493**"), entered into an asset purchase agreement (the "**Asset Purchase Agreement**") with Puerto Rico Industrial Commercial Holdings Biotech Corp. ("**Prich**") to sell and transfer all of Project 1493's assets in Puerto Rico in consideration for US\$743,333.33 (including Sales and Use Tax of Puerto Rico) (the "**Project 1493 Asset Purchase Price**").

Additionally, Prich assumed all of Project 1493's liabilities in respect of the assets sold and the leases assigned to Prich.

NVPR Agreement

In mid-November, 2020, the Company's (former) majority-owned subsidiary, Natural Ventures PR, LLC ("**NVPR**"), entered into an agreement (the "**NVPR Agreement**", together with the Asset Purchase Agreement, the "**Agreements**") with Prich to sell and transfer all of NVPR's assets in Puerto Rico in consideration for US\$4,600,000 payable as follows:

- (a) US\$550,000 upon execution and approval of the Regulatory Board of Medicinal Cannabis (Puerto Rico Department of Health) in respect of the transactions contemplated in the NVPR Agreement; and
- (b) US\$4,050,000 payable in 36 installments of US\$112,500.

In connection with the sale to Prich under the NVPR Agreement, the Company will cease to be a shareholder of NVPR. Moreover, of the consideration set forth above, the Company received US\$450,000 in cash, and notes that it is continuing to reconcile how the remaining balance of the consideration will be apportioned as among NVPR, the liabilities and accounts payables of NVPR and the Company.

The sale of the Company's operating assets in Puerto Rico (the "**Operating Assets**"), as previously held by NVPR and Project 1493, respectively, pursuant to the Agreements, respectively, represents a sale of all or substantially all of the Company's assets or undertaking.

Dissent Rights of Shareholders

The following description of the right to dissent to which registered Shareholders may be entitled is not a comprehensive statement of the procedures to be followed by a dissenting Shareholder who seeks payment of the fair value of such dissenting Shareholder's common shares and is qualified in its entirety by the reference to the text of Part 8, Division 2 of the BCBCA. A dissenting Shareholder who intends to exercise any available right to dissent should carefully consider and comply with the provisions of the BCBCA. Failure to adhere to the procedures established will result in the loss of all rights thereunder. Accordingly, each dissenting Shareholder who might desire to exercise any available dissent rights should consult his or her own legal advisor.

Section 238 of the BCBCA provides a dissenting shareholder with the right to dissent from certain resolutions of a corporation which effect extraordinary corporate transactions or fundamental corporate changes, and may apply to the Disposition Resolution (as defined below). Accordingly, registered Shareholder who dissents from the Disposition Resolution in compliance with Division 2 of Part 8 of the BCBCA may be entitled to be paid by the Company the fair value of the shares in the capital of the Company held by such dissenting Shareholder. Section 238 of the BCBCA also provides that a Shareholder may only make a claim under that section with respect to all the shares of a class held by the Shareholder on behalf of any one beneficial owner and registered in such Shareholder's name. One consequence of this provision is that a holder of shares in the capital of the Company may only exercise the right to dissent under Section 238 of the BCBCA in respect of Company's shares which are registered in that holder's name. **Accordingly, a non-registered holder will not be entitled to exercise the right to dissent under Section 238 of the BCBCA directly.**

Registered Shareholders wishing to exercise their right to dissent before the Meeting must deliver a written notice of dissent ("**Notice of Dissent**") to the Disposition Resolution to the Company at P.O. Box 17559, Vancouver, British Columbia, V6E 0B2, Attention: Eli Dusenbury, CFO, by no later than 4:00 p.m. (Vancouver time) on December 27, 2020, or no later than 4:00 p.m. (Vancouver time) on the date which is two days immediately preceding the date of any adjournment of the Meeting. No Shareholder who has voted in favour of the Disposition Resolution shall be entitled to dissent.

Resolution to Ratify and Approve the Agreements

At the Meeting, the Shareholders will be asked to consider and, if thought fit, pass a special resolution (the “**Disposition Resolution**”) to ratify and approve the sale of all of the Operating Assets in accordance with the terms of the Agreements, substantially in the following form:

“**BE IT RESOLVED**, as special resolutions that:

- (a) the sale by Project 1493, LLC to Puerto Rico Industrial Commercial Holdings Biotech Corp. (“**Prich**”) of all or substantially all of the assets of Project 1493, LLC, as described in the accompanying management information circular, be and are hereby ratified, approved, authorized and confirmed; and
- (b) the sale by Natural Ventures PR, LLC to Prich of all or substantially all of the assets of Natural Ventures PR, LLC, as described in the accompanying management information circular, be and are hereby ratified, approved, authorized and confirmed.”

To be approved, the holders of 2/3 of the votes attached to shares of the Company represented in person or in proxy at the Meeting and voted on the Disposition Resolution must vote in favour of the Disposition Resolution.

Management recommends a vote “FOR” the approval of the Disposition Resolution. In the absence of a contrary instruction, the persons designated by management of the Company in the enclosed form of proxy intend to vote FOR the approval of the Disposition Resolution.

6. OTHER MATTERS

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

SECTION 5 – STATEMENT OF EXECUTIVE COMPENSATION

Objective:

The objective of this disclosure is to communicate the compensation the Company paid, made payable, awarded, granted, gave or otherwise provided to each named executive officer and director for the financial year, and the decision-making process relating to compensation. This disclosure will provide insight into executive compensation as a key aspect of the overall stewardship and governance of the Company and will help investors understand how decisions about executive compensation are made.

DEFINITIONS:

For the purpose of this Statement of Executive Compensation, in this form:

- (a) “**Company**” means Chemesis International Inc.;
- (b) “**company**” includes other types of business organizations such as partnerships, trusts and other unincorporated business entities;

- (c) **“compensation securities”** includes stock options, convertible securities, exchangeable securities and similar instruments including stock appreciation rights, deferred share units and restricted stock units granted or issued by the Company or one of its subsidiaries for services provided or to be provided, directly or indirectly, to the Company or any of its subsidiaries;
- (d) **“Deferred Share Unit”** means the agreement by the Company to pay, and the right of the Participant to receive, a Deferred Share Unit Payment for each Deferred Share Unit held, evidenced by way of book-keeping entry in the books of the Company and administered pursuant to the Equity Incentive Plan;
- (e) **“Deferred Share Unit Payment”** means, subject to any adjustment in accordance with the Equity Incentive Plan, the issuance to a Participant of one previously unissued common share of the Company for each whole Deferred Share Unit credited to such Participant;
- (f) **“Designated Affiliate”** means subsidiaries of the Company designated by the Board from time to time for purposes of the Equity Incentive Plan”
- (g) **“Director”** means an individual who acted as a director of the Company, or acted in a similar capacity, for any part of the most recently completed financial year;
- (h) **“Eligible Directors”** means the directors of the Company or any Designated Affiliate who are, as such, eligible for participation in the Equity Incentive Plan;
- (i) **“Eligible Employees”** means employees (including employees who are not officers and directors) and Service Providers of the Company or any Designated Affiliate thereof, whether or not they have a written employment contract with the Company, determined by the Board, as employees eligible for participation in the Equity Incentive Plan;
- (j) **“Equity Incentive Plan”** means the equity incentive plan, originally dated May 2, 2019, as it may be amended and restated from time to time, of the Company;
- (k) **“named executive officer”** or **“NEO”** means each of the following individuals:
 - (i) each individual who, in respect of the company, during any part of the most recently completed financial year, served as chief executive officer (**“CEO”**), including an individual performing functions similar to a CEO;
 - (ii) each individual who, in respect of the company, during any part of the most recently completed financial year, served as chief financial officer (**“CFO”**), including an individual performing functions similar to a CFO;
 - (iii) in respect of the company and its subsidiaries, the most highly compensated executive officer other than the individuals identified in paragraphs (a) and (b) at the end of the most recently completed financial year whose total compensation was more than \$150,000, as determined in accordance with subsection 1.3(5), for that financial year;
 - (iv) each individual who would be a named executive officer under paragraph (c) but for the fact that the individual was not an executive officer of the company, and was not acting in a similar capacity, at the end of that financial year;

- (l) **“Participant”** means an Eligible Employee or Eligible Director who participates in the Equity Incentive Plan;
- (m) **“plan”** includes any plan, contract, authorization, or arrangement, whether or not set out in any formal document, where cash, compensation securities or any other property may be received, whether for one or more persons;
- (n) **“Restricted Period”** means any period of time that a Restricted Share Right is not vested and the Participant holding such Restricted Share Right remains ineligible to receive the relevant common shares of the Company, determined by the Board in its absolute discretion, however, such period of time may be reduced or eliminated from time to time and at any time and for any reason as determined by the Board, including, but not limited to, circumstances involving death or disability of a Participant;
- (o) **“Restricted Share Right”** means a right to receive any number of fully paid and non-assessable common shares of the Company as a discretionary payment in consideration of past services to the Company or as an incentive for future services, subject to the Equity Incentive Plan and with such additional provisions and restrictions as the Board may determine.
- (p) **“Service Provider”** means any person or company engaged by the Company or a Designated Affiliate to provide services for an initial, renewable or extended period of 12 months or more;
- (q) **“Separation Date”** means the date that a Participant ceases to be an Eligible Director or Eligible Employee;
- (r) **“Specified Employee”** means a U.S. Taxpayer who meets the definition of “specified employee”, as defined in Section 409A(a)(2)(B)(i) of the Internal Revenue Code; and
- (s) **“underlying securities”** means any securities issuable on conversion, exchange or exercise of compensation securities.

DIRECTOR AND NEO COMPENSATION

Director and NEO compensation, excluding compensation securities

Edgar Montero, Josh Rosenberg and Eli Dusenbury are the NEOs of the Company for the purposes of the following disclosure. Edgar Montero and Eli Dusenbury are not employees of the Company. They provide or have provided their services as officers of the Company in their respective consulting capacity.

The following table sets forth all compensation paid, payable, awarded, granted, given, or otherwise provided, directly or indirectly, by the Company or its subsidiary, to each NEO and director of the Company, in any capacity, including, for greater certainty, all plan and non-plan compensation, direct and indirect pay, remuneration, economic or financial award, reward, benefit, gift or perquisite paid, payable, awarded, granted, given or otherwise provided to the NEO or a director of the Company for services provided and for services to be provided, directly or indirectly, to the Company or its subsidiary for the Company’s two most recently completed financial years:

Table of Compensation Excluding Compensation Securities
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Name and position	Year ⁽¹⁾	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites	Pension value (\$)	Value of all other compensation (\$)	Total (\$)
Edgar Montero ⁽²⁾ CEO and Director	2020 ⁽³⁾	327,072	Nil	Nil	Nil	Nil	Nil	327,072
	2019 ⁽⁴⁾	161,472	Nil	Nil	Nil	Nil	Nil	161,472
Eli Dusenbury ⁽⁵⁾ CFO	2020	130,000	Nil	Nil	Nil	Nil	Nil	130,000
	2019	100,000	Nil	Nil	Nil	Nil	Nil	100,000
Aman Parmar ⁽⁶⁾ Director and <i>Former President</i>	2020	195,150	Nil	Nil	Nil	Nil	Nil	195,150
	2019	137,500	Nil	Nil	Nil	Nil	Nil	137,500
Brian Thurston ⁽⁷⁾ Corporate Secretary and Director	2020	36,000	Nil	Nil	Nil	Nil	Nil	36,000
	2019	37,500	Nil	Nil	Nil	Nil	Nil	37,500
Mike Aujla ⁽⁸⁾ Director	2020	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	2019	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Josh Rosenberg ⁽⁹⁾ President and Director	2020	52,363	Nil	Nil	Nil	Nil	Nil	52,363
	2019	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Deepak Anand ⁽¹⁰⁾ <i>Former Director</i>	2020	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2019	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Dave McMillan ⁽¹¹⁾ <i>Former Director</i>	2020	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2019	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Mathew Lee ⁽¹²⁾ <i>Former CFO</i>	2020	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2019	15,000	Nil	Nil	Nil	Nil	Nil	15,000

Notes:

- (1) Financial years ended June 30, 2020, and 2019.
- (2) Edgar Montero was appointed CEO and a director of the Company on July 17, 2018. Edgar Montero will no longer be a director of the Company as of December 29, 2020.
- (3) Edgar Montero is paid in USD. An exchange rate of 1.3628 on June 30, 2020 was used to convert the salary of USD\$120,000 to CDN.
- (4) Edgar Montero is paid in USD. An exchange rate of .3087 on June 30, 2019 was used to convert the salary USD \$120,000 to CDN.
- (5) Eli Dusenbury was appointed CFO of the Company on September 7, 2018.
- (6) Aman Parmar was appointed President on July 16, 2018, and has served as a director of the Company since March 17, 2017.
- (7) Brian Thurston resigned as President and CEO of the Company on July 16, 2018. He has served as a director of the Company since March 15, 2017.
- (8) Mike Aujla has served as a director of the Company since July 27, 2018.
- (9) Josh Rosenberg has served as a director of the Company since September 17, 2019.
- (10) Deepak Anand served as a director of the Company from March 8, 2019, to September 17, 2019.
- (11) Dave McMillan served as a director of the Company from July 17, 2018, to July 27, 2018.
- (12) Mathew Lee served as CFO of the Company from February 20, 2018, to September 30, 2018.

There are no arrangements under which Directors, who were not also officers of the Company, were compensated by the Company during the financial years ended June 30, 2020, and 2019, other than stock options that were issued pursuant to the Equity Incentive Plan.

Stock Options and Other Compensation Securities

The following table sets out all compensation securities granted or issued to each director and NEO by the Company or any subsidiary thereof in the financial year ended June 30, 2020, for services provided, or to be provided, directly or indirectly, to the Company or any subsidiary thereof:

Compensation Securities							
Name and position	Type of compensation security	Number of compensation securities, number of underlying securities ⁽¹⁾ ⁽²⁾ ⁽³⁾	Date of issue or grant	Issue, conversion or exercise price (\$)	Closing price of security or underlying security on date of grant (\$)	Closing price of security or underlying security at year end (\$)	Expiry date
Edgar Montero CEO and Director	Stock Options	375,000	Jan 13, 2020	0.90	0.87	0.72	Jan 12, 2025
	Restricted Share Rights	350,000	Apr 21, 2020	N/A	0.89	0.72	N/A
Eli Dusenbury CFO	Stock Options	100,000	Jan 13, 2020	0.90	0.87	0.72	Jan 12, 2025
	Restricted Share Rights	150,000	Apr 21, 2020	N/A	0.89	0.72	N/A
Aman Parmar President and Director	Stock Options	430,000	Jan 13, 2020	0.90	0.87	0.72	Jan 12, 2025
	Restricted Share Rights	1,000,000	Apr 21, 2020	N/A	0.89	0.72	N/A
Brian Thurston Director	Stock Options	350,000	Jan 13, 2020	0.90	0.87	0.72	Jan 12, 2025
	Restricted Share Rights	250,000	Apr 21, 2020	N/A	0.89	0.72	N/A
Mike Aujla Director	Stock Options	250,000	Jan 13, 2020	0.90	0.87	0.72	Jan 12, 2025
	Restricted Share Rights	400,000	Apr 21, 2020	N/A	0.89	0.72	N/A
Josh Rosenberg President and Director	Stock Options	250,000	Jan 13, 2020	0.90	0.87	0.72	Jan 12, 2025
	Restricted Share Rights	200,000	Apr 21, 2020	N/A	0.89	0.72	N/A

Notes:

- (1) Each stock option entitles the holder to one common share of the Company upon exercise.
- (2) Each Restricted Share Right entitles the holder to one common share of the Company upon conversion.
- (3) On June 30, 2020, the total number of compensation securities, and underlying securities, held by each NEO and director:
 - (i) Edgar Montero held an aggregate of 375,000 stock options (375,000 underlying common shares) and 350,000 restricted share rights;
 - (ii) Eli Dusenbury held an aggregate of 100,000 stock options (100,000 underlying common shares) and 150,000 restricted share rights;
 - (iii) Aman Parmar held an aggregate of 430,000 stock options (430,000 underlying common shares) and 1,000,000 restricted share rights;
 - (iv) Brian Thurston held an aggregate of 350,000 stock options (350,000 underlying common shares) and 250,000 restricted share rights;
 - (v) Mike Aujla held an aggregate of 250,000 stock options (250,000 underlying common shares) and 400,000 restricted share rights;
 - (vi) Josh Rosenberg held an aggregate of 250,000 stock options (250,000 underlying common shares) and 200,000 restricted share rights.
- (4) Edgar Montero will no longer be a director of the Company as of December 29, 2020.

Exercise of Compensation Securities by Directors and NEOs

No compensation securities were exercised by a director or NEO during the financial year ended June 30, 2020.

COMPENSATION DISCUSSION AND ANALYSIS

Oversight and description of director and named executive officer compensation

The Board of Directors of the Company (the “**Board of Directors**” or “**Board**”) is responsible for reviewing and approving goals and objectives relevant to executive compensation and evaluating performance relative to those goals and objectives.

It is the responsibility of the Board, as a whole, to determine the level of compensation of its senior executives and in so determining, the Board considers:

- (i) recruiting and retaining executives critical to the success of the Company and the enhancement of shareholder value;
- (ii) providing fair and competitive compensation;
- (iii) balancing the interests of management and shareholders of the Company; and
- (iv) rewarding performance, both on an individual basis and with respect to operations in general.

The Board of Directors may set, throughout the year, discretionary bonuses to serve as incentive mechanisms for the meeting of particular corporate goals and objectives, or for the Company’s financial performance. NEOs are also eligible to participate in the Company’s Equity Incentive Plan and receive grants of stock options, Deferred Share Units, and Restricted Share Rights thereunder.

Equity Incentive Plan

The Company has an equity incentive plan on May 2, 2019, (the “**Equity Incentive Plan**”). For a summary of the Equity Incentive Plan, please refer to the Section 4 – *Particulars of Matters to be Acted Upon – Equity Incentive Plan*. At the Meeting, Shareholders will be asked to consider, and if deemed appropriate, to pass the Equity Incentive Plan Resolution.

The above summary is subject to the full text of the Equity Incentive Plan, which will be available at the Meeting for review by Shareholders and is also attached hereto as Schedule “C”.

Employment, consulting and management agreements

Except as disclosed herein, the Company did not have any employment, consulting or management agreements or any formal arrangements with the Company’s current NEOs or directors regarding compensation during the financial year ended June 30, 2020, in respect of services provided to the Company or subsidiaries thereof.

Effective July 1, 2018, the Company entered into a consulting agreement with Edgar Montero, and amended April 8, 2020 pursuant to which Edgar Montero agreed to serve as Chief Executive Officer of the Company at a rate of USD \$20,000.00 per month.

Effective April 1, 2020, the Company entered into a consulting agreement with Josh Rosenberg, pursuant to which Josh Rosenberg agreed to serve as President of the Company at a rate of USD \$12,500.00 per month.

Effective September 1, 2018, the Company entered into a consulting agreement with Sweet North Consulting Inc., pursuant to which Sweet North Consulting Inc. agreed to serve as Chief Financial Officer of the Company through Eli Dusenbury at a rate of CDN \$12,500.00 per month.

Effective July 1, 2018, the Company entered into a consulting agreement with Canmex Consulting Inc., pursuant to which Canmex Consulting Inc. agreed to provide Corporate Secretarial services to the Company through Brian Thurston.

Effective August 1, 2018, the Company entered into a consulting agreement with 1428 Investments Inc., as amended April 8, 2020 pursuant to which 1428 Investments Inc. agreed to serve as Executive Chairman of the Company through Aman Parmar at a rate of USD \$20,000.00 per month.

Termination and Change of Control Benefits

Except as disclosed herein, as at the year ended June 30, 2020, the Company did not have any contract, agreement, plan or arrangement that provides for payment to any NEOs, executive officers or directors at, following or in connection with any termination (whether voluntary, involuntary or constructive), resignation, retirement, a change in control of the Company or a change in an NEO’s, executive officer’s or director’s responsibilities.

Josh Rosenberg - Termination Clause:

If the Executive’s employment terminated because of Disability or without Cause, or for Good Reason, the Executive will be entitled to the following:

Salary – The Company shall provide the Executive with a lump sum payment equal to 12 months (the “**Severance Period**”) of Base Salary. The Executives benefits will continue through the Severance Period to the maximum extent permitted under applicable plan terms. For benefits that cannot continue for all or part of the Severance Period, the Company shall reimburse the Executive

for replacement coverage.

Josh Rosenberg - Change of Control Clause:

If at any time during the term of the agreement there is a Change of Control and within 12 months of such Change of Control, there is a Termination by the Company without Cause or Termination by Executive for Good Reason, the Executive shall then be entitled to receive from the Company the compensation and benefits on the same terms and conditions as noted above in the Termination Clause.

Pension disclosure

As at the year ended June 30, 2020, and to the date of this Statement of Executive Compensation – Venture Issuers, the Company does not offer pension plan benefits. It does not have any pension plans that provide for payments or benefits at, following, or in connection with retirement nor does it maintain any defined benefit plans, defined contribution plans or deferred compensation plans.

SECTION 6 - AUDIT COMMITTEE

National Instrument 52-110 - *Audit Committees* (“**NI 52-110**”) requires the Company, as a venture issuer, to disclose annually in its Information Circular certain information concerning the constitution of its Audit Committee and its relationship with its independent auditor.

AUDIT COMMITTEE CHARTER

The text of the Company’s Audit Committee Charter is attached as Schedule “D” to this Information Circular.

COMPOSITION OF AUDIT COMMITTEE

As at the date hereof, the Company’s audit committee is comprised of Mike Aujla, Brian Thurston, and Aman Parmar.

National Instrument 52-110 – *Audit Committees* (the “**NI 52-110**”) provides that a member of an audit committee is “independent” if the member has no direct or indirect material relationship with the Company, which could, in the view of the Board, reasonably interfere with the exercise of the member’s independent judgment. Of the Company’s current audit committee members, Brian Thurston and Mike Aujla are considered “independent” within the meaning of NI 52-110. Aman Parmar is not considered to be “independent” as he is the President of the Company.

NI 52-110 provides that an individual is “financially literate” if he or she has 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 reasonably be expected to be raised by the Company’s financial statements. All of the members of the Company’s audit committee are financially literate as that term is defined.

RELEVANT EDUCATION AND EXPERIENCE

Each member of the Company's Audit Committee has adequate education and experience that is relevant to his or her performance as an Audit Committee member and, in particular the requisite education and experience that have provided the member with:

- (a) an understanding of the accounting principles used by the Company to prepare its financial statements and the ability to assess the general application of those principles in connection with estimates, accruals and reserves;
- (b) experience preparing, auditing, analyzing or evaluating financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of issues that can reasonably be expected to be raised by the Company's financial statements or experience actively supervising individuals engaged in such activities; and
- (c) an understanding of internal controls and procedures for financial reporting.

All of the Audit Committee members are senior-level businessmen with experience in financial matters. Each has an understanding of accounting principles used to prepare financial statements and varied experience as to general application of such accounting principles, as well as the internal controls and procedures necessary for financial reporting, garnered from working in their individual fields of endeavour.

Mike Aujla

Mr. Aujla brings over 15 years of experience acting as a lawyer, director and officer for both public and private companies. He holds a Bachelor of Arts degree from the University of British Columbia and a Juris Doctorate from the University of Victoria. Mr. Aujla was previously a corporate lawyer who worked with top A-4 international law firms. He has experience advising companies in financial services, corporate mergers and acquisitions, and commercial real estate in various jurisdictions.

Brian Thurston

Mr. Thurston is a professional geologist and holds an Honours Bachelor of Science degree in Geology from the University of Western Ontario. Mr. Thurston has over 25 years' experience working as a geologist around the globe including North, Central and South America, Africa and India. He has experience working on projects from grass roots to feasibility level. Mr. Thurston was instrumental in the initial exploration, land acquisition and development of Aurelian Resources Ecuador grass roots exploration and held the position of Country Manager in Ecuador from 2004 to 2006. Kinross in 2008 acquired Aurelian Resources in a \$1.2B friendly deal. Mr. Thurston transitioned from geologist to corporate positions in 2004 and has founded several public companies and held positions of director and officer, as well as served on multiple committees including audit, disclosure, and corporate governance.

Aman Parmar

Mr. Parmar's corporate experience includes 12 years working with both public and private companies in the Health Care, Resource, Manufacturing and Real Estate sectors. Mr. Parmar has extensive experience in the capital markets and has been involved in corporate restructurings and financings for both public and private companies. He obtained a Chartered Accountant designation in 2012 and holds a Bachelor of Technology in Accounting from the British Columbia Institute of Technology.

In addition, each of the members of the Audit Committee have knowledge of the role of an audit

committee in the realm of reporting companies from their years of experience as directors of public companies other than the Company. See “*Section 7 - Corporate Governance – Directorships in Other Reporting Issuers.*”

AUDIT COMMITTEE OVERSIGHT

At no time since the commencement of the Company’s most recently completed financial year ended June 30, 2020 was a recommendation of the Audit Committee to nominate or compensate an external auditor not adopted by the Board.

RELIANCE ON CERTAIN EXEMPTIONS

At no time since the commencement of the Company’s most recently completed financial year ended June 30, 2020, has the Company relied on the exemption in section 2.4 of NI 52-110 - *Audit Committees (De Minimis Non-audit Services)*, the exemption in section 6.1.1(4) (*Circumstance Affecting the Business or Operations of the Venture Issuer*), the exemption in subsection 6.1.1(5) (*Events Outside Control of Member*), the exemption in subsection 6.1.1(6) (*Death, Incapacity or Resignation*), or an exemption, in whole or in part, granted under Part 8 of NI 52-110.

As the Company is a “Venture Issuer” pursuant to relevant securities legislation, the Company is relying on the exemption in section 6.1 of NI 52-110 - *Audit Committees*, from the requirement of Parts 3 (*Composition of the Audit Committee*) and 5 (*Reporting Obligations*) of NI 52-110.

PRE-APPROVAL POLICIES AND PROCEDURES

The Audit Committee has not adopted specific policies and procedures for the engagement of non-audit services. The Audit Committee will review the engagement of non-audit services as required.

EXTERNAL AUDITOR SERVICE FEES (BY CATEGORY)

The aggregate fees billed by the Company’s external auditor in each of the last three financial years with respect to the Company, by category, are as follows:

Auditor	Financial Year Ending June 30	Audit Fees⁽¹⁾ (\$)	Audit-Related Fees⁽²⁾ (\$)	Tax Fees⁽³⁾ (\$)	All Other Fees⁽⁴⁾ (\$)
Manning Elliott LLP, Chartered Professional Accountants ⁽⁵⁾	2020	250,000	Nil	Nil	Nil
	2019	N/A	N/A	N/A	N/A
	2018	N/A	N/A	N/A	N/A
Davidson & Company LLP, Chartered Professional Accountants ⁽⁶⁾	2020	N/A	N/A	N/A	N/A
	2019	250,000	500	Nil	Nil
	2018	N/A	N/A	N/A	N/A
D&H Group LLP, Chartered Professional Accountants ⁽⁷⁾	2020	N/A	N/A	N/A	N/A
	2019	N/A	N/A	N/A	N/A
	2018	25,000	Nil	Nil	Nil

Notes:

- (1) “Audit Fees” include fees necessary to perform the annual audit and quarterly reviews of the Company’s consolidated financial statements. Audit Fees include fees for review of tax provisions and for accounting consultations on matters reflected in the financial statements. Audit Fees also include audit or other attest services

required by legislation or regulation, such as comfort letters, consents, reviews of securities filings and statutory audits.

- (2) “Audit-Related Fees” include services that are traditionally performed by the auditor. These audit-related services include employee benefit audits, due diligence assistance, accounting consultations on proposed transactions, internal control reviews and audit or attest services not required by legislation or regulation.
- (3) “Tax Fees” include fees for all tax services other than those included in “Audit Fees” and “Audit-Related Fees”. This category includes fees for tax compliance, tax planning and tax advice. Tax planning and tax advice includes assistance with tax audits and appeals, tax advice related to mergers and acquisitions, and requests for rulings or technical advice from tax authorities.
- (4) “All Other Fees” include all other non-audit services.
- (5) Manning Elliott LLP, Chartered Professional Accountants was appointed as the Company’s auditor on August 13, 2020.
- (6) Davidson & Company LLP, Chartered Professional Accountants served as the Company’s auditor from August 13, 2019 to August 13, 2020.
- (7) D&H Group LLP, Chartered Professional Accountants served as the Company’s auditor from June 4, 2018 to August 13, 2019.

SECTION 7 - CORPORATE GOVERNANCE

GENERAL

Pursuant to National Instrument 58-101 - *Disclosure of Corporate Governance Practices* (“**NI 58-101**”), the Company is required to disclose its corporate governance practices. Corporate governance relates to the activities of the Board, the members of which are elected by and are accountable to the Shareholders, and takes into account the role of the individual members of management who are appointed by the Board and who are charged with the day-to-day management of the Company.

National Policy 58-201 - *Corporate Governance Guidelines* (“**NP 58-201**”) establishes corporate governance guidelines which apply to all public companies. These guidelines are not intended to be prescriptive but to be used by issuers in developing their own corporate governance practices.

The Board is committed to sound corporate governance practices as such practices are both in the interests of shareholders and help to contribute to effective and efficient decision-making. The Board believes the Company’s corporate governance practices are appropriate and effective for the Company given its current size.

BOARD OF DIRECTORS

The mandate of the Board, as prescribed by the *Business Corporations Act* (British Columbia), is to manage or supervise the management of the business and affairs of the Company and to act with a view to the best interests of the Company. In doing so, the Board oversees the management of the Company’s affairs directly and through its committee.

The Board facilitates its exercise of independent supervision over management by ensuring that the Board is composed of at least one director independent of management. In determining whether a director is independent, the Board chiefly considers whether the director has a relationship which could, or could be perceived to interfere with the director’s ability to objectively assess the performance of management. The Board, at present, is composed of five (5) directors, two of whom are considered to be “independent” as that term is defined in applicable securities legislation. Josh Rosenberg is not considered independent for the purposes of National Instrument 58-101 – *Disclosure of Corporate Governance Practices* as Mr. Rosenberg is the President of the Company. Mike Aujla, Faizaan Lalani and Brian Thurston are considered to be independent for the purposes of National Instrument 58-101 – *Disclosure of Corporate Governance Practices*. Aman Parmar does not currently hold an executive officer position but is not

considered to be independent by reason that he has served as an executive officer of the Company within the last three years.

The Board is responsible for approving long-term strategic plans and annual operating plans and budgets recommended by management. Board consideration and approval is also required for material contracts and business transactions, and all debt and equity financing transactions.

The Board delegates to management responsibility for meeting defined corporate objectives, implementing approved strategic and operating plans, carrying on the Company's business in the ordinary course, managing the Company's cash flow, evaluating new business opportunities, recruiting staff and complying with applicable regulatory requirements. The Board also looks to management to furnish recommendations respecting corporate objectives, long-term strategic plans and annual operating plans.

DIRECTORSHIPS IN OTHER REPORTING ISSUERS

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

Name of Director	Other Reporting Issuer (or the equivalent)
Faizaan Lalani	International Mining Corp. United Lithium Corp.
Aman Parmar	United Lithium Corp.
Brian Thurston	Golden Sun Mining Corp.

ORIENTATION AND CONTINUING EDUCATION

The Board is responsible for providing orientation for all new recruits to the Board. The Company has not developed an official orientation or training program for new directors as each new director brings a different skill set and professional background, and with this information, the Board is able to determine what orientation to the nature and operations of the Company's business will be necessary and relevant to each new director. The new directors also have the opportunity to become familiar with the Company and its business by meeting with the other directors and with the Company's officers. Orientation activities are tailored to the particular needs and experience of each director and the overall needs of the Board.

The Company provides continuing education for its directors as the need arises in respect of issues that are necessary for them to understand and meet their obligations as directors and encourages open discussion at all formal meetings and informal meetings, which foster learning by the directors. In addition, all of the directors are actively involved in their respective areas of expertise.

ETHICAL BUSINESS CONDUCT

The Board relies on the fiduciary duties placed on individual directors by the Company's governing corporate legislation and the common law to ensure the Board operates independently of management and in the best interests of the Company. The Board has found that these, combined with the restrictions placed by applicable corporate legislation on an individual directors' participation in decisions of the Board in which the director has an interest, have been sufficient.

Under the corporate legislation, a director is required to act honestly and in good faith with a view to the best interests of the Company and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances, and disclose to the board the nature and extent of any

interest of the director in any material contract or material transaction, whether made or proposed, if the director is a party to the contract or transaction, is a director or officer (or an individual acting in a similar capacity) of a party to the contract or transaction or has a material interest in a party to the contract or transaction. The director must then abstain from voting on the contract or transaction unless the contract or transaction (i) relates primarily to their remuneration as a director, officer, employee or agent of the Company or an affiliate of the Company, (ii) is for indemnity or insurance for the benefit of the director in connection with the Company, or (iii) is with an affiliate of the Company. If the director abstains from voting after disclosure of their interest, the directors approve the contract or transaction and the contract or transaction was reasonable and fair to the Company at the time it was entered into, the contract or transaction is not invalid and the director is not accountable to the Company for any profit realized from the contract or transaction. Otherwise, the director must have acted honestly and in good faith, the contract or transaction must have been reasonable and fair to the Company and the contract or transaction be approved by the Shareholders by a special resolution after receiving full disclosure of its terms in order for the director to avoid such liability or the contract or transaction being invalid.

NOMINATION OF DIRECTORS

The Board has not established a nominating committee and does not currently have a search committee. The Board, as a whole, considers its size each year when it considers the number of directors to recommend to the shareholders for election at the annual meeting of shareholders. The Board takes into account the number required to carry out the Board's duties effectively and to maintain a diversity of views and experience. The Board is also responsible for identifying and recruiting new members to the Board and planning for the succession of board members.

The Board is not searching for new candidates for Board of Directors nomination, as the current number of directors and the composition of the Board of Directors is adequate for a company of the current size and stage of development of the Company.

COMPENSATION OF DIRECTORS AND CHIEF EXECUTIVE OFFICER

To determine compensation payable, the Board as a whole reviews compensation paid to directors and officers of companies of similar size and stage of development in the same industry and determines an appropriate compensation reflecting the need to provide compensation and long term incentive in the form of stock options for the time and effort expended by the directors and senior management of the Company while taking into account the financial and other resources of the Company. When determining the compensation of its directors and officers, the Board considers: (i) recruiting and retaining executives critical to the success of the Company and the enhancement of shareholder value; (ii) providing fair and competitive compensation; (iii) balancing the interests of management and the Company's shareholders; (iv) rewarding performance, both on an individual basis and with respect to operations in general; and (v) permitted compensation under the rules of the Exchange.

The Board reviews the performance of the executive officers respective of the Company's objectives and considers other factors that may have impacted the success of the Company in achieving its objectives. For further discussion on executive officer compensation please see "*Section 5 – Statement of Executive – Oversight and Description of Director and Named Executive Officer Compensation*".

COMMITTEES OF THE BOARD OF DIRECTORS

The Company does not currently have any executive committees of its Board of Directors other than the Audit Committee.

The members of the Audit Committee are Brian Thurston, Aman Parmar and Mike Aujla. A description of the function of the Audit Committee can be found in this Information Circular under “*Section 6 - Audit Committee.*”

The Board does not have any other committees other than the Compensation Committee and the Audit Committee.

ASSESSMENTS

The Board as a whole reviews and assesses its own performance and effectiveness, the performance, effectiveness and contributions of individual directors, as well as the performance and effectiveness of Board Committees as well as reviews the Audit Committee Charter and recommends revisions as necessary. Neither the Company nor the Board has adopted formal procedures to regularly assess the Board, the Audit Committee or the individual directors as to their effectiveness and contribution. Effectiveness is subjectively measured by comparing actual corporate results with stated objectives. The contributions of individual directors are informally monitored by the other board members, bearing in mind the business strengths of the individual and the purpose of originally nominating the individual to the Board. The Board monitors the adequacy of information given to directors, communication between the Board and management and the strategic direction and processes of the Board and its committees.

The Board believes its corporate governance practices are appropriate and effective for the Company, given its size and operations. The Company’s corporate governance practice allows the Company to operate efficiently, with checks and balances that control and monitor management and corporate functions without excessive administrative burden.

SECTION 8 - OTHER INFORMATION

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table provides information as at June 30, 2020, regarding the number of common shares to be issued pursuant to the Company's equity incentive plan.

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by securityholders ⁽¹⁾	2,295,000	\$0.90	4,483,338
Equity compensation plans not approved by securityholders	N/A	N/A	N/A
Total:	2,295,000	\$0.90	4,483,338

Notes:

- (1) Represents the Stock Option Plan of the Company. As at June 30, 2020, the Stock Option Plan reserves shares equal to a maximum of 10% of the issued and outstanding shares of the Company. As at June 30, 2020, the Company had 33,891,694 common shares issued and outstanding.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

Other than "routine indebtedness" as defined in applicable securities legislation, since the beginning of the financial year ended June 30, 2020, none of:

- (a) the executive officers, directors, employees and former executive officers, directors and employees of the Company or any of its subsidiaries;
- (b) the proposed nominees for election as a director of the Company; or
- (c) any associates of the foregoing persons;

is or has been indebted to the Company or any of its subsidiaries or has been indebted to any other entity where that indebtedness was the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or any of its subsidiaries, and which was not entirely repaid on or before the date of this Information Circular.

INTEREST OF CERTAIN PERSONS OR COMPANIES IN MATTERS TO BE ACTED UPON

Except as disclosed herein, none of the directors or executive officers of the Company, nor any person who has held such a position since the beginning of the last completed financial year of the Company, nor any proposed nominee for election as a director of the Company, nor any associate or affiliate of the foregoing persons, has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted on at the Meeting, other than the election of directors and the approval of the Company's stock option plan, all described in this Information Circular.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Except as disclosed herein or in the Company's financial statements, no informed person of the Company, or proposed director of the Company, or any associate or affiliate of any informed person or proposed director, had any material interest, direct or indirect, in any transaction since the commencement of the Company's most recently completed financial year, or in any proposed transaction which has materially affected or would materially affect the Company or any of its subsidiaries.

An "informed person" means: (a) a director or executive officer of the Company; (b) a director or executive officer of a person or company that is itself an informed person or subsidiary of the Company; (c) any person or company who beneficially owns, directly or indirectly, voting securities of the Company or who exercises control or direction over voting securities of the Company or a combination of both carrying more than 10% of the voting rights other than voting securities held by the person or company as underwriter in the course of a distribution; and (d) the Company itself, if and for so long as it has purchased, redeemed or otherwise acquired any of its shares.

On December 4, 2018, Aman Parmar, a Director of the Company, loaned the Company \$1,000,000 by way of convertible debentures. The convertible debentures bear an interest rate of 8% per annum and have a two-year maturity date along with 800 warrants. Each warrant is exercisable into one common share of the Company at a price of \$1.50 per warrant for a period of two years from closing date. The convertible debentures are convertible into common shares at a conversion price of \$1.25 per common share.

On January 21, 2020, Aman Parmar, a Director of the Company, indirectly acquired 2,601,639 Units of the Company at a price of \$0.305 per Unit. Each Unit consisted of one (1) common share and one (1) share purchase warrant. Each share purchase warrant entitles the holder thereof to purchase one (1) additional common share of the Company on or before January 21, 2022 at an exercise price of \$0.405 per share.

On January 21, 2020, the Company settled outstanding accounts in the amount of \$239,742 owing to Aman Parmar, a Director of the Company in exchange for the issuance of 786,039 Units of the Company at a price of \$0.305 per unit. Each unit consisted of one (1) common share and one (1) common share purchase warrant exercisable at a price of \$0.405 for a period of 24 months.

On January 21, 2020, the Company settled debt owing to Aman Parmar, a Director of the Company, in respect of outstanding convertible debentures with a principal amount of \$1,000,000, accrued interest of \$91,778 and an early settlement penalty of \$50,000 in exchange for 3,742,807 Units of the Company at a price of \$0.305 per Unit. Each Unit consisted of one (1) common share and one (1) share purchase warrant. Each share purchase warrant entitles the holder thereof to purchase one (1) additional common share of the Company on or before January 21, 2022 at an exercise price of \$0.405 per share.

In mid-November, 2020, NVPR entered into the NVPR Agreement with PRICH, in connection with which, the Company received USD\$450,000 and ceased to hold its 80% shareholding in NVPR. To the Company's knowledge, Melissa Montero, the spouse of Edgar Montero, remains a 20% shareholder in NVPR.

MANAGEMENT CONTRACTS

Since the beginning of the Company's most recently completed financial year ended June 30, 2020, management functions of the Company are not, and have not been, to any substantial degree performed

by any person other than the executive officers and directors of the Company. See *Section 5- Statement of Executive Compensation –Employment, Consulting and Management Agreements.*”

PENALTIES AND SANCTIONS

As at the date of this Information Circular, no proposed nominee for election as a director of the Company (nor any of his personal holding companies) has been subject to:

- (a) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or
- (b) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable shareholder in deciding whether to vote for a proposed director.

CORPORATE CEASE TRADE ORDERS AND BANKRUPTCIES

To the knowledge of the Company’s management, no proposed nominee for election as a director of the Company is, or has been, within 10 years before the date of this Information Circular a director, chief executive officer or chief financial officer of any company (including the Company) that, while that person was acting in that capacity (a) was subject to a cease trade order, an order similar to a cease trade order, or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days (an “**Order**”) that was issued while the proposed director was acting in the capacity as a director, chief executive officer or chief financial officer; or (b) was subject to an Order that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer.

- Brian Thurston was on the board of directors of Upper Canyon Minerals Corp. which was subject to a cease trade order issued by the British Columbia Securities Commission on May 8, 2013 for failure to file its annual audited financial statements, management's discussion and analysis, and certification of annual filings for the period ended December 31, 2012. The cease trader order was revoked on May 16, 2017.

To the knowledge of the Company’s management, no proposed nominee for election as a director of the Company is, or has been, within 10 years before the date of this Information Circular a director, chief executive officer or chief financial officer of any company (including the Company) that, while that person was acting in that capacity a director or executive officer of any company (including the Company) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

PERSONAL BANKRUPTCY

No proposed nominee for election as a director of the Company has, within the 10 years before the date of this Information Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director.

ADDITIONAL INFORMATION

Financial information about the Company is included in the Company's comparative annual financial statements and Management's Discussion and Analysis for the financial year ended June 30, 2020, which have been electronically filed with regulators and are also available on SEDAR online at www.sedar.com under the Company's profile. Copies may be obtained without charge upon request to the Company at P.O. Box 17559, Vancouver, BC, V6E 0B2 or by telephone at 604-398-3378.

You may also access the Company's other public disclosure documents on SEDAR online at www.sedar.com under the Company's profile.

REQUEST FOR FINANCIAL STATEMENTS

National Instrument 51-102 – *Continuous Disclosure Obligations* sets out the procedures for a shareholder to receive financial statements. If you wish to receive financial statement, you may use the enclosed form or provide instructions in any other written format.

APPROVAL OF THE BOARD OF DIRECTORS

The contents of this Information Circular have been approved and the delivery of it to each Shareholder entitled thereto and to the appropriate regulatory agencies has been authorized by the Board.

FORWARD-LOOKING STATEMENTS

This Information Circular may contain “forward-looking information” and “forward-looking statements” within the meaning of applicable Canadian securities legislation. All information contained herein that is not historical fact may constitute forward-looking information and forward-looking statements which reflect the current view of management of the Company with respect to the Company's objectives, plans, goals, strategies, future growth, results of operations, financial and operating performance business prospects and opportunities.

Often, but not always, forward-looking statements can be identified by the use of words such as “could”, “may”, “will”, “anticipates”, “intends”, “expects”, “estimates”, “plans”, “believes” and similar words or variations of such words and phrases. Forward-looking statements and forward-looking information should not be read as guarantees of future events, performance or results, and will not necessarily be accurate indications of whether, or the times at which, such events, performance or results will be achieved. All of the statements and information in this Information Circular containing forward-looking statements or forward-looking information are qualified by these cautionary statements.

Forward-looking statements herein include, but are not limited to:

- statements regarding the sale of all or substantially all of the Company's assets;
- the purchase price to be paid under the Asset Purchase Agreement and the NVPR Agreement;
- the closing and anticipated closing date of the sale of the Operating Assets;
- the exercise of dissent rights in relation to the Disposition Resolution; and
- the Company's plans and objectives post-completion of the sale of the Operating Assets.

Forward-looking statements and forward-looking information are based on information available at the time they are made, underlying estimates and assumptions made by management and

management's good faith belief with respect to future events, performance and results, and are subject to inherent risks and uncertainties surrounding future expectations generally. Actual results and developments are likely to differ, and may differ materially, from those expressed or implied by the forward-looking statements and forward-looking information contained in this Information Circular. Such risks and uncertainties include, but are not limited to the sale of the Operating Assets being subject to conditions, and the market price and liquidity of the Company's common shares.

The Company cautions readers that this list of factors is not exhaustive and that should certain risks or uncertainties materialize, or should underlying estimates or assumptions prove incorrect, actual events, performance and results may vary significantly from those expected. There can be no assurance that the actual results, performance, events or activities anticipated by the Company will be realized or, even if substantially realized, that they will have the expected consequences to, or effects on, the Company. Readers are urged to consider these factors carefully in evaluating forward-looking information and forward-looking statements and are cautioned not to place undue reliance on any forward-looking information or forward-looking statements.

The forward-looking information and forward-looking statements are made as of the date hereof and the Company disclaims any obligations to update any such factors or to publicly announce the result of any revisions to any of the forward-looking information and forward-looking statements contained in this Information Circular to reflect future results, events or developments.

DATED at Vancouver, British Columbia, this 3rd day of December, 2020.

BY ORDER OF THE BOARD

CHEMESIS INTERNATIONAL INC.

/s/ Josh Rosenberg
Josh Rosenbeg
Chief Executive Officer and Director

SCHEDULE “A”

CHEMESIS INTERNATIONAL INC.

Change of Auditor Package To Manning Elliott LLP, Chartered Professional Accountants

- Notice of Auditor Change
- Letter from Former Auditor
- Letter from Successor Auditor



Chemesis International Inc.
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Vancouver, British Columbia
Canada V6C 3E8

To: Davidson & Company LLP, Chartered Professional Accountants
Manning Elliott LLP, Chartered Professional Accountants

Re: Chemesis International Inc. (the “**Company**”)
Notice of Change of Auditor (the “**Notice**”)

In compliance with Section 4.11 of National Instrument 51-102 – Continuous Disclosure Obligations (“**NI 51-102**”), please be advised as follows:

1. The Company has decided to change its auditor from Davidson & Company LLP, Chartered Professional Accountants, of Suite 1200, 609 Granville Street, Vancouver, British Columbia, V7Y 1G6, to Manning Elliott LLP, Chartered Professional Accountants, of Suite 1700, 1030 West Georgia Street, Vancouver, British Columbia, V6E 2Y3.
2. The date of said change of auditor is August 13, 2020.
3. Davidson & Company LLP, Chartered Professional Accountants, has resigned at the request of the Company.
4. The resignation of Davidson & Company LLP, Chartered Professional Accountants, and the appointment of Manning Elliot LLP, Chartered Professional Accountants, have been approved by the Company’s Board of Directors.
5. None of the reports of Davidson & Company LLP, Chartered Professional Accountants, on any of the Company’s financial statements relating to the “relevant period” (as such term is defined in section 4.11(1) of NI 51-102) expressed a modified opinion.
6. There has not been a “reportable event” (as such term is defined in section 4.11(1) of NI 51-102), which occurred in connection with the audit of the financial years ended June 30, 2019, and June 30, 2018, or for any period subsequent thereto.

Please review this Notice and prepare a letter identifying whether you agree, disagree and the reasons why, or have no basis to agree or disagree with each statement contained in this Notice, addressing your response to the relevant securities regulatory authorities (list of addresses attached hereto). Please deliver the response to the Company within seven (7) days from the date of this Notice.

This Notice and your reply will be part of the reporting package that will be filed with the applicable regulator or relevant securities administrators.

Dated this 13th day of August, 2020.

CHEMESIS INTERNATIONAL INC.

/s/ Eli Dusenbury
Eli Dusenbury
Chief Financial Officer



Chemesis International Inc.
Suite 2200, 885 West Georgia Street
Vancouver, British Columbia
Canada V6C 3E8

List of Addresses

Alberta Securities Commission
Suite 600, 250 – 5th Street SW
Calgary, Alberta, T2P 0R4

British Columbia Securities Commission
P.O. Box 10142, Pacific Centre
701 West Georgia Street
Vancouver, British Columbia, V7Y 1L2

Ontario Securities Commission
20 Queen Street West, 22nd Floor
Toronto, Ontario, M5H 3S8

August 19, 2020

British Columbia Securities Commission

PO Box 10142, Pacific Centre
701 West Georgia Street
Vancouver, BC
V7Y 1L2

Ontario Securities Commission

20 Queen Street West, 19th Floor, Box 55
Toronto Ontario
M5H 3S8

Alberta Securities Commission

600, 250 – 5th Street S.W.
Calgary, AB
T2P 0R4

Canadian Securities Exchange

100 – 535 Thurlow Street
Vancouver, BC
V6E 3L2

Dear Sirs / Mesdames

Re: Chemesis International Inc. (the "Company")
Notice Pursuant to NI 51 – 102 of Change of Auditor

In accordance with National Instrument 51-102, we have read the Company's Change of Auditor Notice dated August 13, 2020 and agree with the information contained therein, based upon our knowledge of the information at this date.

Should you require clarification or further information, please do not hesitate to contact the writer.

Yours very truly,



DAVIDSON & COMPANY LLP
Chartered Professional Accountants



1200 - 609 Granville Street, P.O. Box 10372, Pacific Centre, Vancouver, B.C., Canada V7Y 1G6
Telephone (604) 687-0947 Davidson-co.com



17th floor, 1030 West Georgia St., Vancouver, BC, Canada V6E 2Y3
Tel: 604. 714. 3600 Fax: 604. 714. 3669 Web: manningelliott.com

August 19, 2020

British Columbia Securities Commission
Alberta Securities Commission
Ontario Securities Commission

Attention: Continuous Disclosure

Dear Sirs/Mesdames:

Re: Notice of Change of Auditor – Chemesis International Inc. (the “Company”)

We have read the Notice of Change of Auditor (the “Notice”) of the Company dated August 13, 2019, delivered to us pursuant to Part 4.11 of National Instrument 51-102.

In this regard, we confirm that we are in agreement with the information contained in the Notice. The confirmation is based on our knowledge of the information as at the date of this letter.

Yours truly,

Manning Elliott LLP

MANNING ELLIOTT LLP

SCHEDULE “B”

CHEMESIS INTERNATIONAL INC.

Change of Auditor Package To Davidson & Company LLP, Chartered Professional Accountants

- Notice of Auditor Change
- Letter from Former Auditor
- Letter from Successor Auditor



Suite 2710, 200 Granville Street
Vancouver, British Columbia, Canada V6C 1S4

To: D&H Group LLP, Chartered Professional Accountants
Davidson & Company LLP, Chartered Professional Accountants

Re: Chemesis International Inc. (the "**Company**")
Notice of Change of Auditor (the "**Notice**")

In compliance with Section 4.11 of National Instrument 51-102 – Continuous Disclosure Obligations ("**NI 51-102**"), please be advised as follows:

1. The Company has decided to change its auditor from D&H Group LLP, Chartered Professional Accountants, of 10th Floor, 1333 West Broadway, Vancouver, British Columbia, V6H 4C1, to Davidson & Company LLP, Chartered Professional Accountants, of Suite 1200, 609 Granville Street, Vancouver, British Columbia, V7Y 1G6.
2. The date of said change of auditor is August 13, 2019.
3. D&H Group LLP, Chartered Professional Accountants, has resigned on its own initiative.
4. The resignation of D&H Group LLP, Chartered Professional Accountants, and the appointment of Davidson & Company LLP, Chartered Professional Accountants, have been approved by the Company's Board of Directors.
5. None of the reports of D&H Group LLP, Chartered Professional Accountants, on any of the Company's financial statements relating to the "relevant period" (as such term is defined in section 4.11(1) of NI 51-102) expressed a modified opinion.
6. There has not been a "reportable event" (as such term is defined in section 4.11(1) of NI 51-102), which occurred in connection with the audit of the financial years ended June 30, 2018, and June 30, 2017, or for any period subsequent thereto.

Please review this Notice and prepare a letter identifying whether you agree, disagree and the reasons why, or have no basis to agree or disagree with each statement contained in this Notice, addressing your response to the relevant securities regulatory authorities (list of addresses attached hereto). Please deliver the response to the Company within seven (7) days from the date of this Notice.

This Notice and your reply will be part of the reporting package that will be filed with the applicable regulator or relevant securities administrators.

Dated this 13th day of August, 2019.

CHEMESIS INTERNATIONAL INC.

/s/ Eli Dusenbury
Eli Dusenbury
Chief Financial Officer



D&H Group LLP
Chartered Professional Accountants
10th Floor, 1333 West Broadway
Vancouver, BC V6H 4C1

dhgroup.ca
t 604.731.5881
f 604.731.9923

August 16, 2019

British Columbia Securities Commission
701 West Georgia Street
P.O. Box 10142, Pacific Centre
Vancouver, BC
V7Y 1L2

Alberta Securities Commission
Suite 600, 250 - 5th Street SW
Calgary, AB
T2P 0R4

Ontario Securities Commission
20 Queen Street West, 22nd Floor
Toronto, ON
M5H 3S8

Dear Sirs/Mesdames:

Re: Chemesis International Inc. (the "Company")
Notice of Change of Auditors ("Notice")

As required by National Instrument 51-102, we confirm that we have reviewed the information contained in the Notice dated August 13, 2019 by the Company and, based on our knowledge of such information at this time, we agree with the information contained in the Notice.

We understand that a copy of the Notice and this letter will be provided to the shareholders of the Company and filed on SEDAR.

Yours truly,

"D&H Group LLP"

D&H GROUP LLP

August 13, 2019

British Columbia Securities Commission
PO Box 10142, Pacific Centre
701 West Georgia Street
Vancouver, BC
V7Y 1L2

Ontario Securities Commission
20 Queen Street West, 19th Floor, Box 55
Toronto Ontario
M5H 3S8

Alberta Securities Commission
600, 250 – 5th Street S.W.
Calgary, AB
T2P 0R4

CNSX Markets Inc
220 Bay Street, 9th Floor
Toronto, ON
M5J 2W4

Dear Sirs / Mesdames:

Re: Chemesis International Inc. (the "Company")
Notice Pursuant to NI 51-102 - Change of Auditor

As required by the National Instrument 51-102 and in connection with our proposed engagement as auditor of the Company, we have reviewed the information contained in the Company's Notice of Change of Auditor, dated August 13, 2019 and agree with the information contained therein, based upon our knowledge of the information relating to the said notice and of the Company at this time.

Yours very truly,

“DAVIDSON & COMPANY LLP”

DAVIDSON & COMPANY LLP
Chartered Professional Accountants



1200 - 609 Granville Street, P.O. Box 10372, Pacific Centre, Vancouver, B.C., Canada V7Y 1G6
Telephone (604) 687-0947 Davidson-co.com

SCHEDULE “C”

CHEMESIS INTERNATIONAL INC.

Equity Incentive Plan

May 2, 2019

PART 1 PURPOSE

1.1 Purpose

The purpose of this Plan is to secure for the Company and its shareholders the benefits inherent in share ownership by the employees and directors of the Company and its affiliates who, in the judgment of the Board, will be largely responsible for its future growth and success. It is generally recognized that equity incentive plans of the nature provided for herein aid in retaining and encouraging employees and directors of exceptional ability because of the opportunity offered them to acquire a proprietary interest in the Company.

1.2 Available Awards

Awards that may be granted under this Plan include:

- (a) Options;
- (b) Deferred Share Units; and
- (c) Restricted Share Rights.

PART 2 INTERPRETATION

2.1 Definitions

- (a) “**Affiliate**” has the meaning set forth in the BCA.
- (b) “**Award**” means any right granted under this Plan, including Options, Deferred Share Units and Restricted Share Rights.
- (c) “**BCA**” means the *Business Corporations Act* (British Columbia)
- (d) “**Blackout Period**” means a period in which the trading of Shares or other securities of the Company is restricted under any policy of the Company then in effect.
- (e) “**Board**” means the board of directors of the Company.
- (f) “**Cashless Exercise Right**” has the meaning set forth in Section 3.5 of this Plan.

- (g) **“Change of Control”** means the occurrence and completion of any one or more of the following events:
- (A) The Company shall not be the surviving entity in a merger, amalgamation or the reorganization (or survives only as a subsidiary of an entity other than a previously wholly-owned subsidiary of the Company);
 - (B) the Company shall sell or otherwise transfer, including by way of the grant of a leasehold interest or joint venture interest (or one or more subsidiaries of the Company shall sell or otherwise transfer, including without limitation by way of the grant of a leasehold interest or joint venture interest) property or assets (i) aggregating more than 50% of the consolidated assets (measured by either book value or fair market value) of the Company and its subsidiaries as at the end of the most recently completed financial year of the Company or (ii) which during the most recently completed financial year of the Company generated, or during the then current financial year of the Company are expected to generate, more than 50% of the consolidated operating income or cash flow of the Company and its subsidiaries, to any other person or persons (other than one or more Designated Affiliates of the Company), in which case the Change of Control shall be deemed to occur on the date of transfer of the assets representing one dollar more than 50% of the consolidated assets in the case of clause (i) or 50% of the consolidated operating income or cash flow in the case of clause (ii), as the case may be;
 - (C) the Company is to be dissolved and liquidated;
 - (D) any person, entity or group of persons or entities acting jointly or in concert acquires or gains ownership or control (including, without limitation, the power to vote) more than 50% of the Company’s outstanding voting securities; or
 - (E) as a result of or in connection with: (i) the contested election of directors, or; (ii) a transaction referred to in subparagraph (i) above, the persons who were directors of the Company before such election or transaction shall cease to constitute a majority of the directors.

For the purposes of the foregoing, “voting securities” means Shares and any other shares entitled to vote for the election of directors and shall include any securities, whether or not issued by the Company, which are not shares entitled to vote for the election of directors but are convertible into or exchangeable for shares which are entitled to vote for the election of directors, including any options or rights to purchase such shares or securities.

- (h) **“Code”** means the United States Internal Revenue Code of 1986, as amended, and any applicable United States Treasury Regulations and other binding guidance thereunder.
- (i) **“Company”** means Chemesis International Inc., a company incorporated under the laws of British Columbia.
- (j) **“Deferred Payment Date”** for a Participant means the date after the Restricted Period which is the earlier of (i) the date which the Participant has elected to

defer receipt of Restricted Shares in accordance with Section 4.4 of this Restricted Share Plan; and (ii) the Participant's Separation Date.

- (k) **“Deferred Share Unit”** means the agreement by the Company to pay, and the right of the Participant to receive, a Deferred Share Unit Payment for each Deferred Share Unit held, evidenced by way of book-keeping entry in the books of the Company and administered pursuant to this Plan.
- (l) **“Deferred Share Unit Grant Letter”** has the meaning ascribed thereto in Section 5.2 of this Plan.
- (m) **“Deferred Share Unit Payment”** means, subject to any adjustment in accordance with Section 5.5 of this Plan, the issuance to a Participant of one previously unissued Share for each whole Deferred Share Unit credited to such Participant.
- (n) **“Designated Affiliate”** means subsidiaries of the Company designated by the Board from time to time for purposes of this Plan.
- (o) **“Director Retirement”** in respect of a Participant, means the Participant ceasing to hold any directorships with the Company, any Designated Affiliate and any entity related to the Company for purposes of the *Income Tax Act* (Canada) after attaining a stipulated age in accordance with the Company's normal retirement policy, or earlier with the Company's consent.
- (p) **“Director Separation Date”** means the date that a Participant ceases to hold any directorships with the Company and any Designated Affiliate due to a Director Retirement or Director Termination and also ceases to serve as an employee or consultant with the Company, any Designated Affiliate, and any entity related to the Company for the purposes of the *Income Tax Act* (Canada).
- (q) **“Director Termination”** means the removal of, resignation or failure to re-elect the Eligible Director (excluding a Director Retirement) as a director of the Company, a Designated Affiliate and any entity related to the Company for purposes of the *Income Tax Act* (Canada).
- (r) **“Effective Date”** means **May 2, 2019**, being the date upon which this Plan was adopted by the Board.
- (s) **“Eligible Directors”** means the directors of the Company or any Designated Affiliate who are, as such, eligible for participation in this Plan.
- (t) **“Eligible Employees”** means employees (including employees who are officers and directors) of the Company or any Designated Affiliate thereof, whether or not they have a written employment contract with Company, determined by the Board, as employees eligible for participation in this Plan. Eligible Employees shall include Service Providers eligible for participation in this Plan as determined by the Board.
- (u) **“Exchange”** means the Canadian Securities Exchange, or any successor entity, which is the principal stock exchange on which the Shares are listed for trading.
- (v) **“Fair Market Value”** means, with respect to a Share subject to an Award, the greater of the closing market price of the Shares on (a) the trading day prior to the date of grant of the Award; and (b) the date of grant of the Award.
- (w) **“Option”** means an option granted under the terms of this Plan.

- (x) “**Option Period**” means the period during which an Option is outstanding.
- (y) “**Option Shares**” has the meaning set forth in Section 3.5 of this Plan.
- (z) “**Optionee**” means an Eligible Employee or Eligible Director to whom an Option has been granted under the terms of this Plan.
- (aa) “**Participant**” means an Eligible Employee or Eligible Director who participates in this Plan.
- (bb) “**Plan**” means this Equity Incentive Plan, as it may be amended and restated from time to time.
- (cc) “**Restricted Period**” means any period of time that a Restricted Share Right is not vested and the Participant holding such Restricted Share Right remains ineligible to receive the relevant Shares, determined by the Board in its absolute discretion, however, such period of time may be reduced or eliminated from time to time and at any time and for any reason as determined by the Board, including, but not limited to, circumstances involving death or disability of a Participant.
- (dd) “**Retirement**” in respect of an Eligible Employee, means the Eligible Employee ceasing to hold any employment with the Company or any Designated Affiliate after attaining a stipulated age in accordance with the Company’s normal retirement policy, or earlier with the Company’s consent.
- (ee) “**Restricted Share Right**” has such meaning as ascribed to such term at Section 4.1 of this Plan.
- (ff) “**Restricted Share Right Grant Letter**” has the meaning ascribed to such term in Section 4.2 of this Plan.
- (gg) “**Separation Date**” means the date that a Participant ceases to be an Eligible Director or Eligible Employee.
- (hh) “**Service Provider**” means any person or company engaged by the Company or a Designated Affiliate to provide services for an initial, renewable or extended period of 12 months or more.
- (ii) “**Shares**” means the common shares of the Company.
- (jj) “**Specified Employee**” means a U.S. Taxpayer who meets the definition of “specified employee”, as defined in Section 409A(a)(2)(B)(i) of the Internal Revenue Code.
- (kk) “**Termination**” means the termination of the employment (or consulting services) of an Eligible Employee with or without cause by the Company or a Designated Affiliate or the cessation of employment (or consulting services) of the Eligible Employee with the Company or a Designated Affiliate as a result of resignation or otherwise, other than the Retirement of the Eligible Employee.
- (ll) “**US Taxpayer**” means a Participant who is a US citizen, US permanent resident or other person who is subject to taxation on their income under the United States Internal Revenue Code of 1986.

2.2 Interpretation

- (a) This Plan is created under and is to be governed, construed and administered in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
- (b) Whenever the Board (or Board committee, as the case may be) is to exercise discretion in the administration of the terms and conditions of this Plan, the term “**discretion**” means the sole and absolute discretion of the Board (or Board committee, as the case may be).
- (c) As used herein, the terms “**Part**” or “**Section**” mean and refer to the specified Part or Section of this Plan, respectively.
- (d) Where the word “**including**” or “**includes**” is used in this Plan, it means “including (or includes) without limitation”.
- (e) Words importing the singular include the plural and vice versa and words importing any gender include any other gender.
- (f) Unless otherwise specified, all references to money amounts are to Canadian dollars.

PART 3 STOCK OPTIONS

3.1 Participation

The Company may from time to time grant Options to Participants pursuant to this Plan.

3.2 Price

The exercise price per Share of any Option shall be not less than one hundred per cent (100%) of the Fair Market Value.

3.3 Grant of Options

The Board may at any time authorize the granting of Options to such Participants as it may select for the number of Shares that it shall designate, subject to the provisions of this Plan. The date of grant of an Option shall be the date such grant was approved by the Board.

Each Option granted to a Participant shall be evidenced by a stock option agreement with terms and conditions consistent with this Plan and as approved by the Board (and in all cases which terms and conditions need not be the same in each case and may be changed from time to time, subject to Section 7.7 of this Plan, and any required approval of the Exchange or any other exchange or exchanges on which the Shares are then traded).

3.4 Terms of Options

The Option Period shall be five years from the date such Option is granted, or such greater or lesser duration as the Board may determine at the date of grant, and may thereafter be reduced with respect to any such Option as provided in Section 3.6 hereof covering termination of employment or death

of the Optionee; provided, however, that at any time the expiry date of the Option Period in respect of any outstanding Option under this Plan should be determined to occur either during a Blackout Period or within ten business days following the expiry of the Blackout Period, the expiry date of such Option Period shall be deemed to be the date that is the tenth business day following the expiry of the Blackout Period.

Unless otherwise determined from time to time by the Board, Options shall vest and may be exercised (in each case to the nearest full Share) during the Option Period as follows:

- (a) at any time during the first six months of the Option Period, the Optionee may purchase up to 25% of the total number of Shares reserved for issuance pursuant to his or her Option; and
- (b) at any time during each additional six-month period of the Option Period the Optionee may purchase an additional 25% of the total number of Shares reserved for issuance pursuant to his or her Option plus any Shares not purchased in accordance with the preceding subsection (a) and this subsection (b) until, after the 18th month of the Option Period, 100% of the Option will be exercisable.

Except as set forth in Section 3.6, no Option may be exercised unless the Optionee is at the time of such exercise:

- (a) in the case of an Eligible Employee, in the employ (or retained as a Service Provider) of the Company or a Designated Affiliate and shall have been continuously so employed or retained since the grant of the Option; or
- (b) in the case of an Eligible Director, a director of the Company or a Designated Affiliate and shall have been such a director continuously since the grant of the Option.

The exercise of any Option will be contingent upon the Optionee having entered into an Option agreement with the Company on such terms and conditions as have been approved by the Board and which incorporates by reference the terms of this Plan. The exercise of any Option will, subject to Section 3.5, also be contingent upon receipt by the Company of cash payment of the full purchase price of the Shares being purchased.

3.5 Cashless Exercise Right

Participants have the right (the “**Cashless Exercise Right**”), in lieu of the right to exercise an Option, to terminate such Option in whole or in part by notice in writing delivered by the Participant to the Company electing to exercise the Cashless Exercise Right and, in lieu of receiving the Shares (the “**Option Shares**”) to which such Terminated Option relates, to receive the number of Shares, disregarding fractions, which is equal to the quotient obtained by:

- (a) subtracting the applicable Option exercise price per Share from the Fair Market Value per Share on the business day immediately prior to the exercise of the cashless Exercise Right and multiplying the remainder by the number of Option Shares; and
- (b) dividing the product obtained under subsection 3.5(a) by the Fair Market Value per Share on the business day immediately prior to the exercise of the Cashless Exercise Right.

If a Participant exercises a Cashless Exercise Right in connection with an Option, it is exercisable only to the extent and on the same conditions that the related Option is exercisable under this Plan.

3.6 Effect of Termination of Employment or Death

If an Optionee:

- (a) dies while employed by, a Service Provider to or while a director of the Company or a Designated Affiliate, any Option held by him or her at the date of death shall become exercisable in whole or in part, but only by the person or persons to whom the Optionee's rights under the Option shall pass by the Optionee's will or applicable laws of descent and distribution. Unless otherwise determined by the Board, all such Options shall be exercisable only to the extent that the Optionee was entitled to exercise the Option at the date of his or her death and only for 12 months after the date of death or prior to the expiration of the Option Period in respect thereof, whichever is sooner; and
- (b) ceases to be employed by, a Service Provider to, or act as a director of, the Company or a Designated Affiliate for cause, no Option held by such Optionee will, unless otherwise determined by the Board, be exercisable following the date on which such Optionee ceases to be so engaged; provided, however, that if an Optionee ceases to be employed by, a Service Provider to, or act as a director of, the Company or a Designated Affiliate for any reason other than cause then, unless otherwise determined by the Board, any Option held by such Optionee at the effective date thereof shall become exercisable for a period of up to 12 months thereafter or prior to the expiration of the Option Period in respect thereof, whichever is sooner.

3.7 Effect of Takeover Bid

In the event of a Change of Control, unless otherwise determined by the Board, (i) all Options outstanding shall immediately vest and be exercisable; and (ii) all Options that are not otherwise exercised contemporaneously with the completion of the Change of Control will terminate and expire immediately thereafter.

3.8 Effect of Amalgamation or Merger

Subject to Section 3.7, if the Company amalgamates or otherwise completes a plan of arrangement or merges with or into another corporation, any Shares receivable on the exercise of an Option shall be converted into the securities, property or cash which the Participant would have received upon such amalgamation, arrangement or merger if the Participant had exercised his or her Option immediately prior to the record date applicable to such amalgamation, arrangement or merger, and the option price shall be adjusted appropriately by the Board and such adjustment shall be binding for all purposes of this Plan.

PART 4 RESTRICTED SHARE RIGHTS

4.1 Participants

The Company has the right to grant, in its sole and absolute discretion, to any Participant, rights to receive any number of fully paid and non-assessable Shares (“**Restricted Share Rights**”) as a discretionary payment in consideration of past services to the Company or as an incentive for future services, subject to this Plan and with such additional provisions and restrictions as the Board may determine.

4.2 Restricted Share right Grant Letter

Each grant of a Restricted Share Right under this Plan shall be evidenced by a grant letter (a “**Restricted Share Right Grant Letter**”) issued to the Participant by the Company. Such Restricted Share Right Grant Letter shall be subject to all applicable terms and conditions of this Plan and may be subject to any other terms and conditions (including without limitation any recoupment, reimbursement or claw-back compensation policy as may be adopted by the Board from time to time) which are not inconsistent with this Plan and which the Board deems appropriate for inclusion in a Restricted Share Right Grant Letter. The provisions of the various Restricted Share Right Grant Letters issued under this Plan need not be identical.

4.3 Restricted Period

Concurrent with the determination to grant Restricted Share Rights to a Participant, the Board shall determine the Restricted Period applicable to such Restricted Share Rights. In addition, at the sole discretion of the Board, at the time of grant, the Restricted Share Rights may be subject to performance conditions to be achieved by the Company or a class of Participants or by a particular Participant on an individual basis, within a Restricted Period, for such Restricted Share Rights to entitle the holder thereof to receive the underlying Shares. Upon expiry of the applicable Restricted Period (or on the Deferred Payment Date, as applicable), a Restricted Share Right shall be automatically settled, and without the payment of additional consideration or any other further action on the part of the holder of the Restricted Share Right, the underlying Shares shall be issued to the holder of such Restricted Share Rights, which Restricted Share Rights shall then be cancelled.

4.4 Deferred Payment Date

Participants who are residents of Canada for the purposes of the *Income Tax Act* (Canada) (and for greater certainty, who are not US Taxpayers), may elect to defer to receive all or any part of the Shares underlying Restricted Share Rights until one or more Deferred Payment Dates. Any other Participants may not elect a Deferred Payment Date.

4.5 Prior Notice of Deferred Payment Date

Participants who elect to set a Deferred Payment Date must, in respect of each such Deferred Payment Date, give the Company written notice of the Deferred Payment Date(s) not later than thirty (30) days prior to the expiration of the applicable Restricted Period. For certainty, Participants shall not be permitted to give any such notice after the day which is thirty (30) days prior to the expiration of the Restricted Period and a notice once given may not be changed or revoked. For the avoidance of doubt, the foregoing shall not prevent a Participant from electing an additional Deferred

Payment Date, provided, however that notice of such election is given by the Participant to the Company not later than thirty (30) days prior to the expiration of the subject Restricted Period.

4.6 Retirement or Termination during Restricted Period

In the event and to the extent of the Retirement or Termination and/or, as applicable, the Director Retirement or Director Termination of a Participant from all such roles with the Company during the Restricted Period, any Restricted Share Rights held by the Participant shall immediately terminate and be of no further force or effect; provided, however, that the Board shall have the absolute discretion to modify the grant of the Restricted Share Rights to provide that the Restricted Period shall terminate immediately prior to the date of such occurrence.

4.7 Retirement or Termination after Restricted Period

In the event and to the extent of the Retirement or Termination and/or, as applicable, the Director Retirement or Director Termination of the Participant from all such roles with the Company following the Restricted Period and prior to a Deferred Payment Date, the Participant shall be entitled to receive, and the Company shall issue forthwith, Shares in satisfaction of the Restricted Share Rights then held by the Participant.

4.8 Death or Disability of Participant

In the event of the death or total disability of a Participant, any Shares represented by Restricted Share Rights held by the Participant shall be immediately issued by the Company to the Participant or legal representative of the Participant.

4.9 Payment of Dividends

Subject to the absolute discretion of the Board, in the event that a dividend (other than a stock dividend) is declared and paid by the Company on the Shares, a Participant may be credited with additional Restricted Share Rights. The number of such additional Restricted Share Rights, if any, will be calculated by dividing (a) the total amount of the dividends that would have been paid to the Participant if the Restricted Share Rights (including Restricted Share Rights in which the Restricted Period has expired but the Shares have not been issued due to a Deferred Payment Date) in the Participant's account on the dividend record date had been outstanding Shares (and the Participant held no other Shares) by (b) the Fair Market Value of the Shares on the date on which such dividends were paid.

4.10 Change of Control

In the event of a Change of Control, all Restricted Share Rights outstanding shall vest immediately and be settled by the issuance of Shares notwithstanding the Restricted Period and any Deferred Payment Date.

PART 5 DEFERRED SHARE UNITS

5.1 Deferred Share Unit Grants

The Board may from time to time determine to grant Deferred Share Units to one or more Eligible Directors in a lump sum amount or on regular intervals, based on such formulas or criteria as the Board may from time to time determine. Deferred Share Units will be credited to the Eligible Director's account when designated by the Board.

5.2 Deferred Share Unit Grant Letter

Each grant of a Deferred Share Unit under this Plan shall be evidenced by a grant letter (a "**Deferred Share Unit Grant Letter**") issued to the Eligible Director by the Company. Such Deferred Share Unit Grant Letter shall be subject to all applicable terms and conditions of this Plan and may be subject to any other terms and conditions (including without limitation any recoupment, reimbursement or claw-back compensation policy as may be adopted by the Board from time to time) which are not inconsistent with this Plan and which the Board deems appropriate for inclusion in a Deferred Share Unit Grant Letter. The provisions of Deferred Share Unit Grant Letters issued under this Plan need not be identical.

5.3 Redemption of Deferred Share Units and Issuance of Deferred Shares

The Deferred Share Units held by each Eligible Director who is not a US Taxpayer shall be redeemed automatically and with no further action by the Eligible Director on the 20th business day following the Separation Date for that Eligible Director. For US Taxpayers, Deferred Share Units held by an Eligible Director who is a Specified Employee will be automatically redeemed with no further action by the Eligible Director on the date that is six months following the Separation Date for the Eligible Director, or if earlier, upon such Eligible Director's death. Upon redemption, the former Eligible Director shall be entitled to receive and the Company shall issue, the number of Shares issued from treasury equal to the number of Deferred Share Units in the Eligible Director's account, subject to any applicable deductions and withholdings. In the event a Separation Date occurs during a year and Deferred Share Units have been granted to such Eligible Director for that entire year, the Eligible Director will only be entitled to a pro-rated Deferred Share Unit Payment in respect of such Deferred Share Units based on the number of days that he or she was an Eligible Director in such year.

No amount will be paid to, or in respect of, an Eligible Director under this Plan or pursuant to any other arrangement, and no other additional Deferred Share Units will be granted to compensate for a downward fluctuation in the value of the Shares of the Company nor will any other benefit be conferred upon, or in respect of, an Eligible Director for such purpose.

5.4 Death of Participant

In the event of the death of an Eligible Director, the Deferred Share Units shall be redeemed automatically and with no further action on the 20th business day following the death of an Eligible Director.

5.5 Payment of Dividends

Subject to the absolute discretion of the Board, in the event that a dividend (other than a stock dividend) is declared and paid by the Company on the Shares, an Eligible Director may be credited with additional Deferred Share Units. The number of such additional Deferred Share Units, if any, will be calculated by dividing (a) the total amount of the dividends that would have been paid to the Eligible Director if the Deferred Share Units in the Eligible Director's account on the dividend record date had been outstanding Shares (and the Eligible Director held no other Shares), by (b) the Fair Market Value of the Shares on the date on which such dividends were paid.

PART 6 WITHHOLDING TAXES

6.1 Withholding Taxes

The Company or any Designated Affiliate may take such steps as are considered necessary or appropriate for the withholding of any taxes or other amounts which the Company or any Designated Affiliate is required by any law or regulation of any governmental authority whatsoever to withhold in connection with any Award including, without limiting the generality of the foregoing, the withholding of all or any portion of any payment or the withholding of the issue of any Shares to be issued under this Plan, until such time as the Participant has paid the Company or any Designated Affiliate for any amount which the Company or Designated Affiliate is required to withhold by law with respect to such taxes or other amounts. Without limitation to the foregoing, the Board may adopt administrative rules under this Plan, which provide for the automatic sale of Shares (or a portion thereof) in the market upon the issuance of such Shares under this Plan on behalf of the Participant to satisfy withholding obligations under an Award.

PART 7 GENERAL

7.1 Number of Shares

The aggregate number of Shares that may be issued under this Plan (together with any other securities-based compensation arrangements of the Company in effect from time to time, which for this purpose includes outstanding options from the Company's former stock option plan (the "**Original Plan**")) shall not exceed 20% of the outstanding issue from time to time, such Shares to be allocated among Awards and Participants in amounts and at such times as may be determined by the Board from time to time.

For the purposes of this Section 7.1, "outstanding issue" means the total number of Shares, on a non-diluted basis, that are issued and outstanding immediately prior to the date that any Shares are issued or reserved for issuance pursuant to an Award.

7.2 Lapsed Awards

If Awards are surrendered, terminated or expire without being exercised in whole or in part, new Awards may be granted covering the Shares not issued under such lapsed Awards, subject to any restrictions that may be imposed by the Exchange, including, without limitation, the restriction that if an Option is cancelled prior to its expiry date, the Company shall post notice of the cancellation and

shall not grant new Options to the same Participant until 30 days have elapsed from the date of cancellation.

7.3 Adjustment in Shares Subject to this Plan

If there is any change in the Shares through the declaration of stock dividends of Shares, through any consolidations, subdivisions or reclassification of Shares, or otherwise, the number of Shares available under this Plan, the Shares subject to any Award, and the exercise price of any Option shall be adjusted as determined to be appropriate by the Board, and such adjustment shall be effective and binding for all purposes of this Plan.

7.4 Transferability

Any Awards accruing to any Participant in accordance with the terms and conditions of this Plan shall not be transferable unless specifically provided herein. During the lifetime of a Participant all Awards may only be exercised by the Participant. Awards are non-transferable except by will or by the laws of descent and distribution.

7.5 Employment

Nothing contained in this Plan shall confer upon any Participant any right with respect to employment or continuance of employment with the Company or any Affiliate, or interfere in any way with the right of the Company or any Affiliate to terminate the Participant's employment at any time. Participation in this Plan by a Participant is voluntary.

7.6 Record Keeping

The Company shall maintain a register in which shall be recorded:

- (a) the name and address of each Participant;
- (b) the number of Awards granted to each Participant and relevant details regarding such Awards; and
- (c) such other information as the Board may determine.

7.7 Amendments to Plan

The Board shall have the power to, at any time and from time to time, either prospectively or retrospectively, amend, suspend or terminate this Plan or any Award granted under this Plan without shareholder approval, including, without limiting the generality of the foregoing: changes of a clerical or grammatical nature, changes regarding the persons eligible to participate in this Plan, changes to the exercise price, vesting, term and termination provisions of the Award, changes to the cashless exercise right provisions, changes to the authority and role of the Board under this Plan, and any other matter relating to this Plan and the Awards that may be granted hereunder, provided however that:

- (a) such amendment, suspension or termination is in accordance with applicable laws and the rules of any stock exchange on which the Shares are listed;

- (b) no amendment to this Plan or to an Award granted hereunder will have the effect of impairing, derogating from or otherwise adversely affecting the terms of an Award which is outstanding at the time of such amendment without the written consent of the holder of such Award;
- (c) the terms of an Option will not be amended once issued; and
- (d) the expiry date of an Option Period in respect of an Option shall not be more than ten years from the date of grant of an Option except as expressly provided in Section 3.4.

If this Plan is terminated, the provisions of this Plan and any administrative guidelines and other rules and regulations adopted by the Board and in force on the date of termination will continue in effect as long as any Award or any rights pursuant thereto remain outstanding and, notwithstanding the termination of this Plan, the Board shall remain able to make such amendments to this Plan or the Award as they would have been entitled to make if this Plan were still in effect.

7.8 No Representation or Warranty

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

7.9 Section 409A

It is intended that any payments under this Plan to US Taxpayers shall be exempt from or comply with Section 409A of the Code, and all provisions of this Plan shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes and penalties under Section 409A of the Code

7.10 Compliance with Applicable Law, etc.

If any provision of this Plan or any agreement entered into pursuant to this Plan contravenes any law or any order, policy, by-law or regulation of any regulatory body or stock exchange having authority over the Company or this Plan, then such provision shall be deemed to be amended to the extent required to bring such provision into compliance therewith.

7.11 Term of the Plan

This Plan shall remain in effect until it is terminated by the Board.

PART 8 ADMINISTRATION

8.1 Administration by the Board

- (a) Unless otherwise determined by the Board, this Plan shall be administered by the Board or a Board committee designated by the Board.

- (b) The Board (or Board committee, as the case may be) shall have the power, where consistent with the general purpose and intent of this Plan and subject to the specific provisions of this Plan, to:
 - (i) adopt and amend rules and regulations relating to the administration of this Plan and make all other determinations necessary or desirable for the administration of this Plan. The interpretation and construction of the provisions of this Plan and related agreements by the Board (or Board committee, as the case may be) shall be final and conclusive. The Board (or Board committee, as the case may be) may correct any defect or supply any omission or reconcile any inconsistency in this Plan or in any related agreement in the manner and to the extent it shall deem expedient to carry this Plan into effect and it shall be the sole and final judge of such expediency;
 - (ii) determine and designate from time to time the individuals to whom Awards shall be made, the amounts of the Awards and the other terms and conditions of the Awards;
 - (iii) delegate any of its responsibilities or powers under this Plan to a Board committee; and
 - (iv) otherwise exercise the powers under this Plan as set forth herein.

PART 9 TRANSITION

9.1 Replacement of Stock Option Plan

Subject to Section 9.2, as of the Effective Date, this Plan replaces the Original Plan and, after the Effective Date, no further Options will be granted under the Original Plan.

9.2 Outstanding Options under the Original Plan

Notwithstanding Section 9.1, all Options granted under the Original Plan prior to the Effective Date will continue to be governed by the terms of the Original Plan and not by the terms of this Plan.

SCHEDULE “D”

CHEMESIS INTERNATIONAL INC.

Audit Committee Charter

Mandate

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

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

Composition

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

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

Meetings

The Committee shall meet annually, or more frequently as circumstances dictate. As part of its job to foster open communication, the Committee will meet at least annually with the Chief Financial Officer and the external auditors.

Responsibilities and Duties

To fulfill its responsibilities and duties, the Committee shall:

Document/Reports Review

- (a) Review and update this Charter annually.

- (b) Review the Company's financial statements, MD&A and any reports or other financial information (including quarterly financial statements) which are submitted to any governmental body, or to the public, including any certification, report, opinion or review rendered by the external auditors.

External Auditors

- (a) Review annually, the performance of the external auditors who shall be ultimately accountable to the Board of Directors and the Committee as representatives of the shareholders of the Company.
- (b) Obtain annually, a formal written statement of the external auditors setting forth all relationships between the external auditors and the Company, consistent with Independence Standards Board Standard 1.
- (c) Review and discuss with the external auditors any disclosed relationships or services that may impact the objectivity and independence of the external auditors.
- (d) Take, or recommend that the full Board of Directors take, appropriate action to oversee the independence of the external auditors.
- (e) Recommend to the Board of Directors the selection and, where applicable, the replacement of the external auditors nominated annually for shareholder approval.
- (f) At each meeting, consult with the external auditors, without the presence of management, about the quality of the Company's accounting principles, internal controls and the completeness and accuracy of the Company's financial systems.
- (g) Review with management and external auditors the audit plan for the year-end financial statements and intended template for such statements.
- (h) Review and pre-approve all audit and audit related services and the fees and other compensation related thereto, and any non-audit services, provided by the Company's external auditors. The pre-approval requirement is waived with respect to the provision of non-audit services if:
 - (i) the aggregate amount of all such non-audit services provided to the Company constitutes not more than five percent of the total amount of revenues paid by the Company to its external auditors during the fiscal year in which the non-audit services are provided;
 - (ii) such services were not recognized by the Company at the time of the engagement to be non-audit services; and
 - (iii) such services are promptly brought to the attention of the Committee by the Company and approved prior to the completion of the audit by the Committee or by one of more members of the Committee who are members of the Board of Directors to whom authority to grant such approvals have been delegated by the Committee.

Provided the pre-approval of the non-audit services is presented to the Committee's first scheduled meeting following such approval such authority may be delegated by the Committee to one or more independent members of the Committee.

Financial Reporting Processes

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

Other

- (a) Review any related-party transactions.