MAJESTA MINERALS INC.

MANAGEMENT INFORMATION CIRCULAR

dated January 5, 2018 for the
Annual General and Special Meeting of Shareholders and Special Meeting of Warrantholders
to be held on Wednesday, January 24, 2018

SOLICITATION OF PROXIES

This management information circular ("**Circular**") is provided in connection with the solicitation by management of Majesta Minerals Inc. ("**MMI**" or the "**Corporation**") of proxies for use at: (a) the annual general and special meeting ("**Shareholder Meeting**") of the holders of common shares ("**Shareholders**") to be held on Wednesday, January 24, 2018 at 9:00 AM MDT; and (b) the special meeting ("**Warrantholder Meeting**") of the holders of warrants ("**Warrantholders**") to be held on Wednesday, January 24, 2018 at 9:30 AM MST at the offices of Wolff Leia, 203, 221 – 10 Avenue SE, Calgary, Alberta, or at any adjournment for the purposes set out in the notice of Meeting ("**Notice**"). The term "**Meeting**" shall refer to the Shareholder Meeting and the Warrantholder Meeting.

The record date for the purpose of determining the Shareholders and Warrantholders is December 31, 2017 ("**Record Date**"). Shareholders and Warrantholders of record on that date are entitled to receive notice of and attend the respective Meeting and vote: (a) on the basis of one vote for each common share held except to the extent that a registered Shareholder has transferred the ownership of any shares subsequent to the Record Date and the transferee of those shares produces properly endorsed share certificates or otherwise establishes that he owns the shares and demands, not later than 10 days before the Meeting, that his name be included on the shareholder list before the Meeting, in which case, the transferee will be entitled to vote his shares at the Meeting; and (b) on the basis of 1 vote for each Warrant held except to the extent that a registered Warrantholder has transferred the ownership of any warrants subsequent to the Record Date and the transferee of those warrants produces properly endorsed warrant certificates or otherwise establishes that he owns the warrants and demands, not later than 10 days before the Meeting, that his name be included on the warrantholder list before the Meeting, in which case, the transferee will be entitled to vote his warrants at the Meeting.

This solicitation is made on behalf of management. The Corporation will bear the costs incurred in the preparation and mailing of the proxy materials. In addition to mailing forms of proxy, proxies may be solicited by personal interviews, or by other means of communication, by directors, officers and employees of the Corporation who will not be remunerated for their services.

APPOINTMENT AND REVOCATION OF PROXIES

The persons named in the enclosed form of proxy is an officer and director of the Corporation. Shareholders and Warrantholders need to be aware that one of the purposes of the Meeting is to approve a non-arms length transaction with the officer and director. As a Shareholder or Warrantholder, you have the right to appoint a person, who need not be a Shareholder or Warrantholder, to represent you at the Meeting. To exercise this right you should insert the name of your representative in the blank space provided on the form of proxy and strike out the other names or submit another appropriate proxy. The form of proxy should be dated and executed by the Shareholder or Warrantholder or an attorney, authorized in writing and with proof of the authorization attached. A proxy may be revoked by a registered Shareholder or registered Warrantholder personally attending at the Meeting and voting his shares or warrants in person.

A form of proxy will not be valid for the Meeting or any adjournment unless it is completed and delivered: (a) to the office of the Corporation 203, 221 10th Avenue SE, Calgary, AB T2G 0V9; or (b) sent by fax (403) 265 4138; or (c) sent by email to gleia@wolffleia.ca , prior to 8:00 AM MDT on January 24, 2018, or at least 1 hour before the time of the Meeting or any adjournment.

The common shares represented by the Shareholder and Warrantholder proxy will be voted or withheld from voting in accordance with the instructions of the Shareholder or Warrantholder on any ballot that may be called for and that, if the Shareholder or Warrantholder specifies a choice with respect to any matter to be acted upon, the common shares or warrants will be voted accordingly. If the proxy is silent or does not designate instructions the common shares or warrants will be votes in favour of the resolution.

A Shareholder or Warrantholder may revoke his proxy at any time prior to a vote. In addition to revocation in any other manner permitted by law, a proxy may be revoked by depositing an instrument in writing executed by the Shareholder or Warrantholder or by his authorized attorney in writing or, if the Shareholder or Warrantholder is a corporation, under its corporate seal by an officer or attorney duly authorized, either at the registered office of the Corporation, at any time up to and including the last business day preceding the date of the Meeting, or any adjournment at which the proxy is to be used, or with the Chair of the Meeting on the day of the Meeting or any adjournment.

BENEFICIAL SHAREHOLDERS

CDS Inc. holds legal title to 426,004 common shares (4.1%) on behalf of brokers or other intermediaries who in turn hold those shares for approximately 150 Shareholders ("**Beneficial Shareholders**"). Beneficial Shareholders should note that only proxies deposited by Shareholders who appear on the records of the Corporation will be recognized at the Meeting. If the common shares are listed in an account statement provided to a Beneficial Shareholder by a broker, those common shares will, in all likelihood, ***not*** be registered in the Shareholder's name. Without specific instructions, brokers and their nominees are prohibited from voting shares for their clients.

Subject to court order, existing regulatory policy requires brokers and other intermediaries to seek voting instructions from Beneficial Shareholders in advance of shareholders' meetings. Subject to court order, every broker and other intermediaries have their own mailing procedures and provide their own return instructions to clients which should be carefully followed by Beneficial Shareholders in order to ensure that their common shares are voted at the Meeting. The majority of brokers delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions Inc. ("**Broadridge**"). Broadridge mails a Voting Information Form ("**VIF**") asking the Beneficial Shareholders to return the VIF to Broadridge by mail, telephone, fax or by way of the Internet. Due to the cost and the fact that the votes of the Beneficial Shareholders will not influence the determination of the resolutions, The Corporation has sought a court order to waive the requirement to mail this Circular to the Beneficial Shareholders. **Post meeting, the Beneficial Shareholders will be advised of the results through their broker or other intermediary and be provided an opportunity to exercise their right to dissent.**

All reference to shareholders in this Circular, the form of proxy and Notice are to registered Shareholders unless specifically stated otherwise.

REQUEST FOR FINANCIAL STATEMENTS

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

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

The Corporation is authorized to issue an unlimited number of common shares. As at December 31, 2017 and as at the date of this Circular there are 10,228,156 common shares issued and outstanding. Each common share entitles the Shareholder to one vote. A quorum for the transaction of any business at the Meeting is at least two persons present in person, being a shareholder or a duly appointed proxyholder, holding or representing by proxy not less than 10% of the voting shares. As of December 31, 2017 and as of the date of this Circular, there are 3,334,727 warrants outstanding entitling holders to purchase 3,334,727 common shares.

The enclosed form of proxy confers discretionary authority upon the persons named as proxy with respect to amendments to or variations of matters identified in the Notice and any other matters which may properly come before the Meeting. As of December 31, 2017, the Corporation is not aware of any amendments to, variations of or other matters that may come before the Meeting.

Common Shares

Except as set forth below, to the knowledge of the director and the executive officer, as at December 31, 2017, no person or company beneficially owns, directly or indirectly, or controls or directs, voting securities carrying 10% or more of the voting rights attached to common shares of the Corporation.

Name & Residence	Type of Ownership	Number of Shares Issued and Outstanding/ Fully Diluted	Percentage of Outstanding Shares/Issued and Outstanding/ Fully Diluted
Randy Studer La Ronge, Saskatchewan	Direct/Indirect Control	4,011,873 5,456,153	39.21% 35.00%
Gregory J. Leia Calgary, Alberta	In Direct Control	2,008,516 4,637,542	19.63% 29.80%
Merv Pidherney Rocky Mountain House, Alberta	Direct Control	2,000,000 3,000,000	19.55% 19.27%

Notes:

(1) Randy Studer holds 477,648 common shares in his own name. Durama Enterprises Limited ("**Durama**") owns 3,534,225 common shares. Randy Studer has rights pursuant to a warrant agreement entitling him to purchase 444,280 common shares. Randy Studer has rights pursuant to an option agreement to purchase 1,000,000 common shares at $0.10 per common shares expiring September 26, 2021.

(2) Gregory J. Leia owns the shares of Gregory J. Leia Professional Corporation ("**GJLPC**"). GJLPC has rights pursuant to a warrant agreement entitling it to purchase 1,629,026 common shares at $0.075 until October 21, 2020. Gregory J. Leia has rights pursuant to an option agreement to purchase 1,000,000 common shares at $0.10 per common share expiring September 26, 2021.

(3) Merv Pidherney has rights pursuant to a warrant agreement entitling him to purchase 1,000,000 common shares at $0.075 expiring May 3, 2018.

(4) There are 10,228,156 issued and outstanding common shares. There are rights pursuant to warrant agreement entitling holders to acquire 3,334,727 common shares under warrants agreement. There are rights pursuant to option agreement entitling holder to purchase 2,000,000 common shares. There would be 15,562,883 common shares issued and outstanding if all warrants and options were exercised.

Warrants

Except as set forth below, to the knowledge of the director and the executive officer, as at December 31, 2017, the following sets forth the persons or companies who beneficially own, directly or indirectly, or control or directs, warrants which may be converted into common shares of the Corporation.

Name & Residence	Type of Ownership	Number of Warrants	Number of Shares if exercised	Percentage of Outstanding Warrants
Randy Studer La Ronge, Saskatchewan	Direct/Control	444,280	444,280	13.35%
Gregory J. Leia Professional Corporation Calgary, Alberta	Direct/Control	1,629,026	1,629,026	48.85%
Merv Pidherney Rocky Mountain House, Alberta	Direct	1,000,000	1,000,000	30.0%
Others		261,121	261,121	7.8%
Total		3,334,727	3,334,727	100.00%

Options:

There are 2,000,000 options entitling the holder to purchase 2,000,000 common shares. Randy Studer holds 1,000,000 and Gregory J. Leia hold 1,000,000 options. Both have approved the matters to be dealt with insofar as required in their capacity as optionholders.

This Circular is furnished in connection with the solicitation of proxies by and on behalf of the management of the Corporation for use at the Meeting and any adjournments or postponements thereof. No person has been authorized to give any information or make any representation in connection with any other matters to be considered at the Meeting other than those contained in this Circular and, if given or made, any such information or representation must not be relied upon as having been authorized.

Forward-looking Information and Statements

Certain statements and other information contained in this Circular constitute forward-looking information and forward-looking statements (collectively, "**forward-looking statements**"). These forward-looking statements relate to future events or future performance. All statements other than statements of historical fact may be forward-looking statements. Forward-looking statements are often, but not always, identified by the use of words such as "seek", "anticipate", "plan", "continue", "estimate", "expect", "may", "will", "project", "predict", "potential", "intend", "could", "might", "should", "believe", "future", "continue", "to be" and variations of such words and similar expressions are intended to identify forward-looking statements. These statements and information are only predictions. Actual events or results may differ materially from the events and results expressed in the forward-looking statements. In addition, this Circular may contain forward-looking statements attributed to third-party industry sources or the Corporation. Undue reliance should not be placed on any of these forward-looking statements, as there can be no assurance that the plans, intentions or expectations upon which they are based will occur. By their nature, forward-looking statements involve numerous assumptions, known and unknown risks and uncertainties, both general and specific, that contribute to the possibility that the predictions, forecasts, projections and other forward-looking statements will not occur.

Specific forward-looking statements contained in this Circular include, among others, statements regarding: activities, events or developments that the Corporation expects or anticipates will or may occur in the future, including Corporation's assessment of future plans, operations and financial viability of the Corporation; the potential for further development of the Majesta Mineral Claims; compensation to officers under executive employment agreements and other equity compensation plans as a result of a change of control; and the expected results thereof; the impact of governmental controls and regulations on the Corporation's operations; the timing of receipt of required approvals and permits from regulatory authorities; rights and responsibilities of the Dissenting Shareholders.

With respect to forward-looking statements contained in this Circular, the Corporation made assumptions regarding, among other things: the expected costs of potential projects; the regulatory framework with respect to royalties, taxes, environmental matters, resource recovery and securities matters in which the Corporation conducts its business; timing and progress of work relating to the Corporation's assets; future production levels; future capital expenditures; future sources of funding for the Corporation's capital program; future debt levels; future business plans of the Corporation; the impact of increasing competition; the risk around change to scope; the sufficiency of budgeted capital expenditures in carrying out planned activities; the receipt, in a timely manner, of regulatory, Court, Securityholder; costs associated with the Corporation's operations. These assumptions are based on certain factors and events that are not within the control of the Corporation and there is no assurance they will prove to be correct.

The forward-looking statements are subject to known and unknown risks and uncertainties and other factors which may cause actual results, levels of activity and achievements to differ materially from those expressed or implied in the forward-looking statements. Such risks, uncertainties and factors include, among others: the impact of competition; the need to obtain required approvals and permits from regulatory authorities; liabilities as a result of accidental damage to the environment; compliance with and liabilities under environmental laws and regulations; the volatility of uranium prices; changes in the foreign exchange rate amount between the Canadian dollar and the U.S. dollar; risks that financial counterparties may not fulfill financial obligations due to the Corporation; liquidity and capital market constraints on the Corporation; general economic conditions in Canada, the United States and global markets; failure to obtain industry partners and other third-party consents and approvals when required; the impact of amendments to applicable tax legislation, including the Tax Act, on the Corporation; changes in or the introduction of new government regulations; the uncertainty of the Corporation's ability to attract capital for both debt and equity when necessary; risks relating to the nature of the exploration and development activities on the Corporation's assets;.

The Corporation has included certain assumptions and risks related to forward-looking statements in this Circular in order to provide Securityholders with a more complete perspective on the Corporation's current and future operations and such information may not be appropriate for other purposes. The Corporation's actual results, performance or achievements could differ materially from those expressed in, or implied by, these forward-looking statements and, accordingly, no assurance can be given that any of the events anticipated by the forward-looking statements will transpire or occur, or if any of them do so, the benefits that the Corporation will derive therefrom.

The Corporation does not give any assurance nor make any representations or warranties that the expectations conveyed by the forward-looking statements will prove to be correct and actual results may differ materially from those anticipated in the forward-looking statements. Accordingly, readers should not place undue reliance on forward-looking statements in this Circular, nor in the documents incorporated by reference herein. All of the forward-looking statements made in this Circular and in the documents incorporated by reference herein are qualified by these cautionary statements. The forward-looking statements included herein are made as of the date of this Circular and the Corporation undertakes no obligation to publicly update or revise any forward-looking statements to reflect new information, subsequent events or otherwise, unless so required by applicable Securities Laws.

A. BUSINESS OF THE MEETING

1. Financial Statements

The board of directors ("**Board**') has approved all of the information in the Corporation's audited financial statements for the year ended December 31, 2014, December 31, 2015 and December 31, 2016. The statements of the Corporation have not been mailed to all the registered shareholders and to the beneficial shareholders. The audited financial statements and MD&A are available on www.sedar.com and will be presented at the Meeting.

2. Fix Number of Directors

At the Meeting, management proposes that one director be elected to hold office until the next annual meeting or until their successors are elected or appointed. The Shareholders will be asked to vote in favour of fixing the number of directors to be elected at five.

3. Election of Directors

Randy Studer is the sole director. Randy Studer is the sole nominee.

The following table sets forth the nominees, their position with the Corporation, their principal occupations, time period served as a director, the number and percentage of voting shares beneficially owned, directly or indirectly, or over which they exercise control or direction.

Name and Residence	Common Shares	Offices held and Time as director	Principal Occupation
Randy Studer (1)(2) La Ronge, Saskatchewan, Canada	4,011,873	Director since October 21, 2015 Officer since August 8, 2014	President of Durama Enterprises Limited a mineral exploration contractor since 1979; President of MRI; Mr. Studer has been involved in the staking and development of grassroots mineral exploration plays in Northern Saskatchewan for 30 years; Mr. Studer was an officer and director of Petro Plus Inc. (Alberta Stock Exchange) from 1995 to 2006. The name of Petro Plus Inc. was changed to Northern Star Resources Inc. and then to Odaat Inc. and then to Explor Resources Inc. (TSXV:EXS). Officer of Majesta Minerals Inc. since August 8, 2014

Notes:

1. Members of the Audit Committee
2. Randy Studer holds 477,648 common shares in his own name. Durama owns 3,534,225 common shares. Randy Studer has rights pursuant to a warrant agreement entitling him to purchase 444,280 common shares. Randy Studer has rights pursuant to an option agreement to purchase 1,000,000 common shares at $0.10 per common shares expiring September 26, 2021.

Penalties, Sanctions, Cease Trade Orders or Bankruptcies

Randy Studer has not within 10 years prior to the date of this Circular been: (a) a director, chief executive officer or chief financial officer of any company that: (i) was subject to 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 (ii) 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 a director, chief executive officer or chief financial officer; or (b) a director or executive officer of any company that, while that person was acting in that capacity, or within a year of 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. For the purposes of this paragraph, "order" means a cease trade order or similar order, or an order that denied the relevant company access to any exemption under securities legislation, in each case that was in effect for a period of more than 30 consecutive days.

No proposed director has, within the prior 10 years, 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 the assets of the proposed director.

No proposed director has been subject to any: (a) 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) other penalties or sanctions imposed by a court or regulatory body that would be likely to be considered material to a reasonable investor making an investment decision.

4. Appointment of Auditor

The Board recommends that Calvista LLP, Chartered Accountants, of Calgary, Alberta, be appointed as auditors to hold office until the close of the next annual meeting and that the Board be authorized to fix the remuneration of the appointment.

5. Ratification of the MMI/Durama Sale Agreement under securities law (Majority of Minority)

The intent of MMI is to carry on business owning and developing the Majesta Mineral Claims. If however, an opportunity arises which will permit MMI to enter into a reverse takeover which benefits all creditors and shareholders and it is a condition of closing such transaction that MMI sells the Majesta Mineral Claims and be debt free then MMI wishes to be in a position to close the transaction on short notice. No such agreement has been signed and there is no guarantee such agreement will ever be signed.

Durama is purchasing the Majesta Mineral Claims (being all of the assets of the Corporation) on the terms set out in the form of agreement attached as Appendix "A". Essentially, Durama is purchasing the assets for $1.00 and assumption of the indebtedness owing to: (a) Durama; (b) Accent Credit Union ("**ACU**"); and (c) other debts set out in the sale agreement attached as Appendix "A".

Under applicable securities laws, "**minority approval**" is required if related parties receive a "**collateral benefit**" under a "**business combination**" (defined to include an arrangement) or are involved in a "**related party transaction**". Under applicable securities laws, related party transaction must be approved by a majority of the minority. The minority consists of 6,216,283 common shares of which GJLPC owns 2,008,516 common shares (32.3%) and Merv Pidherny owns 2,000,000 common shares (32%). Both GJLPC and Merv Pidherny have provided their approval of the resolution by proxy. Therefore the resolution will pass regardless of the votes cast at the Meeting. The purpose of the Circular is to provide the minority shareholder with sufficient information to gauge the decision to exercise its rights of dissent under the Business Corporations Act (Alberta) ("**ABCA**").

MI 61-101 defines "**collateral benefit**" means any benefit that a related party of the issuer (MMI) is entitled to receive, directly or indirectly, as a consequence of the sale transaction. The benefits derived from the assets less assumption of debt would be considered "collateral benefits" to the "related parties". In this case, Randy Studer and two related corporations would be considered "related parties" under MI 61-101 and may be considered to be in receipt, directly or indirectly, of a collateral benefit by reason of their holdings of MMI, MRI Holdings Ltd. ("**MRI**") as a royalty holder and Durama as a creditor. Randy Studer is an officer and director of MMI. Randy Studer is a shareholder, director and officer of MRI (net smelter royalty holder). Randy Studer is a shareholder, director and officer of Durama in its capacity as shareholder and creditor. As a result, the votes attached to the shares and warrants, held directly or indirectly by Randy Studer, MRI and Durama and their respective associates, affiliates and joint actors are excluded from the calculation to approve the ordinary resolution seeking ratification of the MMI/Durama Sale Agreement under securities laws.

Randy Studer, directly and indirectly, owns or controls 4,011,873 (39%) of the common shares of MMI (assuming Randy Studer is considered to own 100% of the shares owned by MRI). Randy Studer owns 477,648 common shares (4.7%) of MMI directly. His family owns 10,645 common shares. Randy Studer has 444,280 warrants to acquire 444,280 Common Shares and 1,000,000 options to 1,000,000 Common Shares.

MRI was indebted to Durama for services performed and Durama acquired from MRI as full satisfaction of its debt:

(a) the 3,092,559 shares of MMI (subsequently sold 1,000,000); and

(b) the MRI-Net Smelter Royalty owing by MMI to MRI under Purchase Option Agreement - See Material Contracts - Appendix B : and

(c) other assets of MRI

The creditors of MMI consist of December 31, 2017:

	Creditor	Amount as of September 30, 2017	Amount as of December 31, 2017	Rank of Secured Claim	Security
1	GJLPC	167,342	unbilled	1st	GSA
2	Durama	225,849	Note 1	N/A	No security
3	Trade Debt	0		N/A	No security
	Total	393,191			

Note (1) Durama has underwritten the cost of exploration work to maintain the claims in 2017 but has not billed MMI.

The shareholders of the Corporation are therefore asked to consider and if thought appropriate to approve an ordinary resolution to ratify the MMI/Durama Sale Agreement between MMI and Durama dated December 31, 2017 (as amended) by majority of the persons voting in person or by proxy excluding the votes attached to the shares held Randy Studer, MRI, Durama and their associates, affiliates and joint actors. Randy Studer, MRI, Durama and their respective associates, affiliates and joint actors hold an aggregate of 4,011,873 common shares (39.2%). The votes attached to these shares are expected to be excluded from the calculation to approve the ordinary resolution.

Notwithstanding the foregoing, the MMI/Durama Sale Agreement Resolution will authorize the Board, without further notice, consent or approval of the Shareholders, but subject to approval of Gregory J. Leia subject to the terms of the MMI/Durama Sale Agreement, to close or amend the MMI/Durama Sale Agreement, or to decide not to proceed with the MMI/Durama Sale Agreement at any time prior to the MMI/Durama Sale Agreement becoming effective pursuant to the provisions of the ABCA.

6. Ratification of MMI/Durama Sale Agreement under Corporate Law (66 2/3%)

Under applicable corporate laws, the MMI/Durama Sale Agreement Resolution must be approved by special resolution, being at least two-thirds of the votes cast by the Shareholders present in person or by proxy at the Meeting. Shareholder holding 78.5% of the common shares have provide approval of the resolution in advance of the meeting (Randy Studer (and related parties) own 4,011,000 common shares, GJLPC owns 2,008,516 common shares (19.6%) and Merv Pidherny owns 2,000,000 common shares (19.6%). Therefore the resolution will pass regardless of the votes cast at the Meeting. The purpose of the Circular is to provide the minority shareholder with sufficient information to gauge the decision to exercise its rights of dissent under ABCA.

Pursuant to corporate law, to approve the sale of the Majesta Mineral Claims to Durama for: (a) $1.00; (b) assumption of the liabilities owing by MMI to Durama or related parties; and (c) the terms described in the Sale Agreement attached to the Circular. The text of the special resolution is as follows:

> *"**BE IT RESOLVED** as a Special Resolution of the Shareholders that the entering into, execution and delivery of an Sale Agreement amongst the Corporation and Durama Enterprises Limited dated December 31, 2017 is hereby approved and confirmed. Notwithstanding the foregoing, the MMI/Durama Sale Agreement Resolution will authorize the Board, without further notice, consent or approval of the Shareholders, but subject to approval of Gregory J. Leia subject to the terms of the MMI/Durama Sale Agreement, to close or amend the MMI/Durama Sale Agreement, or to decide not to proceed with the MMI/Durama Sale Agreement at any time prior to the MMI/Durama Sale Agreement becoming effective.*

7. Consolidation

By special resolution to ratify the proposed Amendments to the Articles Incorporation approved by the directors on January 5, 2018. The text of the special resolution is as follows:

> ***"BE IT RESOLVED** as a special resolution that the resolution of the directors dated January 5, 2018 is ratified and the Corporation is hereby authorized to consolidate the common shares of the Corporation on a 10 old for 1 new basis or such lessor ratio. Notwithstanding the foregoing, the directors of the Corporation are hereby authorized, without further approval of or notice to the shareholders of the Corporation, to revoke this special resolution at any time before a Certificate of Amendment is issued by the Registrar of Corporations."*

The resolution would only be effected if MMI completes a reverse takeover. The terms of any RTO are unknown. If it is required that a consolidation is required then Corporation does not wish to have a shareholder meeting. Shareholders representing 78.5% of the common shares have approved the resolution.

8. Name Change

By special resolution to ratify the proposed Amendments to the Articles Incorporation approved by the directors on January 5, 2018. The text of the special resolution is as follows:

> ***"BE IT RESOLVED** as a special resolution that the Corporation is hereby authorized to change the name of the Corporation to Majesta Uranium Corp or such other name as approved by the directors. Notwithstanding the foregoing, the directors of the Corporation are hereby authorized, without further approval of or notice to the shareholders of the Corporation, to revoke this special resolution or change the proposed name at any time before a Certificate of Amendment is issued by the Registrar of Corporations.*

The resolution would only be effected if MMI completes a reverse takeover. The terms of any RTO are unknown. If it is required that a consolidation is required then Corporation does not wish to have a shareholder meeting. Shareholders representing 78.5% of the common shares have approved the resolution.

9. Other Business

While there is no other business to be presented to the shareholders at the Meeting, it is intended that the proxies hereby solicited will be exercised upon any other matters and proposals that may properly come before the Meeting or any adjournment or adjournments thereof, in accordance with the discretion of the persons authorized to act thereunder.

B. WHY THE MMI/DURAMA SALE AGREEMENT

1. Permits A Reverse Takeover ("RTO") of MMI

Randy Studer has been approached by parties who would like to acquire voting control of MMI. The offer is premised on the vendout of the mining properties and MMI being debt free. Randy Studer, GJLPC and Merv Pidherny would agree to sell their shares and debts and satisfy their debts prior to such transaction. Randy, GJLPC and Merv Pidhernywould not own any shares in the RTO and would not be creditors of target.

The benefit to the minority shareholders is they are likely to see a better return on their investment.

2. MMI Cannot Raise Capital

MMI has tried to raise monies to continue exploration. It has not been successful. Monies required to continue to keep claims alive to 2017 have to come from Durama - may as well own 100% - get rid of debt. The following monies have to be spent to keep the Majesta Mineral Claims alive in next 12 months.

#	Claim Number	MAW 2125	MAW 2126	MAW 2127	Total Filed Apr-May	MAW2128 (Sept)	Credit Balance end 2017	Without Reduction $ needed 2018
1	S-113964	$24,331	$0	$0	$24,331		$1	$40,550
2	S-110715	$0	$37,946		$52,582		$157	$87,375
3	S-113963	$56,686	$0	$0	$56,686		$1	$94,475
4	S-110717	$0	$77,790	$3,285	$81,075		$3,285	$129,650
			$14,636					
5	S-113962	$35,386	$0	$0	$35,386		$1	$58,975
6	S-113961	$0	$0	$50,975	$60,699		$9	$101,150
				$9,724				
7	S-113960	$0	$0	$21,030	$21,030		$0	$35,050
						$13,200		
8	S-111627	$0		$20,000	$20,000	$3,300	$1,490	$35,010
9	8-112322	$398	$11,000		$11,398	$60,500	$9,123	$51,377
		$116,801	$141,372	$105,014	$363,187	$77,000	$14,067	$633,612

3. Uncertain Value of Majesta Minerals Claims

MMI is in the business of exploration for and development of uranium mineral claims in northern Saskatchewan, Canada. The Athabasca Basin in Saskatchewan (See Figure 1 - Appendix C) is home to the world's largest and the highest grade uranium deposits. Presently, more than 20% of the world's uranium is mined in Saskatchewan. It is possible for junior exploration companies to find and develop uranium projects from humble beginnings.

MMI's business is the early stage mineral exploration. The Majesta Mineral Claims do not have any reserves or resources. MMI has no source of revenue to date. MMI has cash of approximately $100 as of December 31, 2017. MMI has no tangible assets.

There is no guarantee that even if the monies are spent to keep the Majesta Mineral Claims in good standing in 2018 that this will be enough to find reserves or resources or in commercially developable quantities. Even if serves or resources are found in commercially developable quantities there is no guarantee that the Majesta Mineral Claims will be developed. There is a high probability that the Majesta Mineral Claims will revert to the Saskatchewan government.

The operations have been funded by:

(a) loans from ACU (See Appendix "B" Item 2.7(11) and (12) "*Material Contracts*") which have been subsequently rewritten in name of and assumed by MMI;

(b) by Durama, a company owned by Randy Studer. Some of these debts have been converted into Common Shares (See Appendix "B" Item 2.7(7) and (8) "*Material Contracts*"); and

(c) by MMI has granted GJLPC a general security charge over the assets of MMI as security for advances and indebtedness. (See Appendix "B" Item 2.7(5) "*Material Agreements*")

4. Potential of the Majesta Mineral Claims

On August 8, 2014, the MMI acquired a 25% working interest in the Original MRI Mineral Claims (defined below) which consisted of 39,125 hectares from MRI, a corporation controlled by Randy Studer, the sole officer and director of the MMI. (See Appendix "B" Item 2.7(1), (2) and (3) "*Material Agreements*"). On October 21, 2015, the MMI acquired the remaining 75% interest in the Original MRI Mineral Claims from MRI (See Appendix B Item 2.7(4), (6), (8) and (9) "*Material Agreements*"). During the period from October 21, 2015 to present, the MMI reduced the Original MRI Claims into 28,408 hectares ("**Majesta Mineral Claims**") and surrendered 10,717 hectares to the Government of Saskatchewan. The Majesta Mineral Claims were acquired for: (a) assumption of $150,000 of indebtedness; (b) issuance of 9,228,156 common shares at a deemed price of $0.15 per common share; and (c) a 1.5% net smelter royalty to MRI which may be re-purchased at fair market value by the MMI. (See Item 2.7 "*Material Agreements*")

(a) Development of the Business

MRI staked claim numbers: S-110101, S-110102, S-110715, S-110716, S-110717, S-110891, S-110892, S-110893 and S-110894 in 2007. MRI allowed claim S-110102 to lapse in 2009. Kirrin Resources Inc. ("**Kirren**") optioned the following claims: S-110101, S-110715, S-110716, S-110717, S-110891, S-110892, S-110893 and S-110894 on March 1, 2010. The agreement provided that Kirrin was to pay approximately $300,000 in cash and stock plus expend $3,000,000 in expenditures prior to December 31, 2015 in order to earn either: (a) 70% working interest; or (b) 100 % working interest and pay a 2.25% net smelter royalty. Kirrin spent in excess of $800,000. Kirrin did not meet the exploration expenditure requirements and MRI terminated the option. Kirrin allowed claim S-110893 to lapse. MRI staked 2,234 hectares in 2010 (Claim number: S-111627) and 4,185 hectares in 2011 (Claim number: S-112322).

MMI was then incorporated to continue with the exploration of these claims. From August 8, 2014 to October 21, 2015, the development of the Original MRI Mineral Claims was conducted under a joint venture with MRI and MMI. MRI was the operator until October 21, 2015 when MMI acquired 100% ownership in the Majesta Mineral Claims. The sum of $300,000 was expended to August 2014 and the sum of $466,000 was expended in 2015 and 2016. The work was conducted by Durama. The funds were expended on exploration. The goal of such exploration work was to see if the claims had sufficient merit to justify further drilling. The results of the exploration work did justify further drilling according to the Gracie Technical Report. The report meets the requirements of NI 43-101 and has been filed on www.sedar.com on March 3, 2017.

The ultimate goal of MMI is to:

(a) determine if the Majesta Mineral Claims located in Northern Saskatchewan contain such deposits in such quantities and at such grades as to justify commercial development of a uranium mine; and

(b) sell the deposit to a third party which would then "**commercialize**" the claims.

Commercialization of Saskatchewan uranium deposits depends upon:

(a) the type of deposit ("**unconformity deposit**" (sandstone/hardrock intersect) vs. "**basement hosted deposits**")(below sandstone)(See Appendix C Figures 2, 3 and 4);

(b) the grade and tonnage of the deposit - high grade or very very high grade; and

(c) proximity to existing mills and infrastructure.

For the purposes of discussion: low grade is less than 0.1% U_3O_8; high grade is less than 2% U_3O_8; very high grade is less than 10% U_3O_8; and very very high grade is greater than 10% U_3O_8.

MMI believes that the Majesta Mineral Claims could be an important deposit, if found, because the deposit would be significantly more economic to develop (on a capex and opex basis) than competing deposits. If found, it is possible the deposit could be economic at todays uranium prices because:

(a) the deposit could be a combination deposit – **and capable of either/both**:

(i) open pit mined for high grade higher U_30_8 "**unconformity deposit**"; and

(ii) shaft mined for very very high grade U_30_8 "**basement hosted deposit**" (likely 200 meters deep) capable of access via declines resulting in greatly reduced exploration and mine development costs;

(b) no need to build a mill: the Key Lake Mill (largest in world) is 15 kilometers away;

(c) transportation cost from mine to mill (15 kilometers) is very economic; and

(d) infrastructure is in place - Highway 914 – closest town being La Ronge, Saskatchewan.

(b) Why Commercialization of Competing Uranium Deposits in Athabasca Basin is Less Favourable

Other competing uranium deposits are less commercially viable because:

(a) cost of the mine:

(i) most other competing deposits will be mined with shaft access;

(ii) competing deposits are deeper and difficult to locate under "**unconformity deposits**";

(iii) sandstone freezing is required in competing "**unconformity deposits**";

(iv) sandstone complications in competing "**unconformity deposits**" ;

(v) competing "**basement hosted deposits**" under large lakes require dykes, dewatering and specialized construction;

(vi) deposits under large lakes may not receive environmental regulatory approvals

(b) cost of building a uranium mill (probably $1.0 billion). Other deposits may not have access to an existing mill? Only 3 mills: Key Lake Mill, Rabbit Lake Mill and McLean Lake Mill;

(c) distance between the mine and the mill (cost to truck ore) may not be cost effective; and

(d) available infrastructure is not available for competing deposits:

(i) roads and bridges to mine. There are only 2 roads on the eastern side of Athabasca Basin and 1 road on the western side of the Athabasca Basin (See Appendix C Figure 1):

(A) Highway #914 - from La Ronge past Key Lake to McArthur River;

(B) Highway #905 - from La Ronge to Cigar Lake, McLean Lake and Rabbit Lake; and

(C) Highway #955 - from Debden to Cluff Lake

(ii) roads and bridges from mine to mill do not exist. All weather roads/bridges which support trucks laden with heavy ore over complex geological terrain are expensive to build and maintain; and

(iii) power lines for construction and operations do not exist

(e) competing deposits are not economic at today's prices

(c) Geologically: Why does Management believe the Majesta Mineral Claims could result in a Very Very High Grade "Basement Hosted" Deposit

In the view of management further exploration work is justified because of:

(a) Majesta Mineral Claims are in the favorable geological corridor where other deposits have been found;

(b) the Majesta Mineral Claims have the same electromagnetic signature as existing deposits - resulting from the existence of graphite and what are referred to as "**conductors**";

(c) the Majesta Mineral Claims are on the same or similar faults intersection of the two hardrock formations Paleoproterozoic Wollaston Supergroup metasediments and Archean granitoid gneiss (hardrock)(which controlled uranium liquid flow)(See Appendix C Figures 5, 6 and 7);

(d) the Majesta Mineral Claims have the same chemical makeup as existing deposits (See Appendix C Figure 7);

(e) the possibility that a very very high grade "**basement hosted deposit**" of uranium, greater than 10% U_3O_8, might exist by virtue of 3 indicators:

(i) Uranerz Energy Corp ("**Uranerz**") reported up to 22% U_3O_8 on the boundary near Target Zone 11 on Thick area (See Figure 15);

(ii) Cameco Corporation ("**Cameco**") reported 35% U_3O_8 at bottom of Deilmann Deposit (See Appendix C Figure 5 and 6); and

(iii) recent exploration work by:

(A) Cameco on the Fox Lake Deposit at Reid Lake indicated that "**very high grade deposits**" (less than 10% U_3O_8) exist at deeper depths and below "**high grade deposits**" (less than 2% U_3O_8) at the unconformity. Cameco is spending Cdn $7 million (Cameco's 78% share) on the Reid Lake Project, which is adjacent to McArthur River, and has reported Inferred Resources of 68.1 million pounds U_3O_8 (26,194 tU) at an average grade of 7.99% U_3O_8; and

(B) Denison on Gryphon Deposit has demonstrated that very very high grade deposits exist in the hardrock/basement hosted below the Phoenix Deposit which is an "**unconformity deposit**" and 3 kilometers away.

(f) the uranium deposits at the Key Lake Deposits (See Appendix C Figure 3 - Deilmann Deposit)(18 kilometers from the Majesta Mineral Claims) show both:

(i) a "**unconformity deposit**" (between Paleoproterozoic Wollaston Supergroup metasediments (hardrock) and the Manitou Falls Formation (**sandstone**)(which could be open pit mined)(2.3% U_3O_8 very high grade); and

(ii) a "**basement hosted deposit**" The very very high grade uranium shown to exist in the bottom hole of Deilmann Deposit was not mined because when the strip mining was completed the pits were used as tailing ponds.

MMI management is of the view that if:

(i) such "**unconformity deposit**" existed under Majesta Mineral Claims, such deposit would likely be high grade uranium (1-2% U_3O_8) and could be mined as an open pit mine; and if

(ii) such "**basement hosted deposit**" existed, such deposit would likely be very very high grade uranium and could be mined like the Eagle Point Deposit (See Appendix C Figure 4)

and the rocks could be milled at the Key Lake Mill on a more cost effective manner than alternative sources of uranium).

(d) Target Buyers

There are 2 likely buyers (Cameco and Areva). There are two other potential joint venture partners pre sale: Denison and Rio Tinto. Any party wishing to develop a deposit on the Majesta Mineral Claims would most likely have to do so in conjunction with either or both Cameco and Areva because they own the Key Lake Mill. The two likely target buyers in mind would have the capital and expertise to develop the mine as illustrated by the fact that: (a) Cameco produces approximately 18% of the world's uranium (2015); and (b) Areva produces approximately 11% of the world's uranium (2015).

The Key Lake Mill is located 20 km from the north east tip of the Majesta Mineral Claims. Cameco and Areva own the Key Lake Deposits. Cameco and Areva own the McArthur River Deposit which is the world's largest very high grade uranium mine - and which is expected to feed the Key Lake Mill with product for a number of years. MMI wants to be the cue as the "next" deposit to be developed. Problem is that uranium price is low. Cameco has shutdown MMI

C. APPROVAL MATTERS

1. Fairness Opinion of the Majesta Mineral Claims and MMI/Durama Sale Agreement

In deciding to approve the MMI/Durama Sale Agreement, the Board considered, among other things, whether obtaining a fairness opinion would be of any value to shareholders. Randy Studer decided it was not. In doing so he points to the fairness opinion of Pin Services Ltd., dated February, 2015 obtained as part of the Plan of Arrangement process ("**Arrangement Fairness Opinion**") which was filed as part of the information circular of Hodgins Auctioneers Inc. in February 2015. Randy Studer that Arrangement Fairness Opinion, from a financial point of view, was subject assumptions, limitations and qualifications which effectively rendered the opinion of little guidance and therefore chose not to obtain a fairness opinion for sale of Majesta Mineral Claims.

2. Authority of the Board to make Amendments - Safeguards

By passing the MMI/Durma Sale Agreement Resolution, the Shareholders will also be giving authority to the Board to use its best judgment to proceed with and cause the Corporation to complete the MMI/Durama Sale Agreement without any requirement to seek or obtain any further approval of the Shareholders. The MMI/Durama Sale Agreement Resolution also provides that the MMI/Durama Sale Agreement may be amended by the Board before or after the Meeting without further notice to the Shareholders. The Board has no intention to amend the MMI/Durama Sale Agreement as of the date of this Circular, however, it is possible that the Board may determine in the future that it is appropriate that amendments be made. Shareholders will have to rely on the vested interest of Gregory J. Leia (as creditor and shareholder) and Merv Pidherney to approve any amendments.

3. Recommendation of the Board

After reviewing all of the foregoing factors, the Board unanimously determined that the MMI/Durama Sale Agreement is: (a) in the best interests of the Corporation and is fair to Shareholders; and (b) the Board recommends that Shareholders vote in favor of the MMI/Durama Sale Agreement Resolution.

The MMI/Durama Sale Agreement was determined to be fair to the Shareholders by the Board based upon the following factors, among others:

(a) the procedures by which the MMI/Durama Sale Agreement will be approved, including:

   (i) the requirement under corporate law for approval by special resolution (two-thirds of the vote);

   (ii) the requirement under securities laws for approval by at least 50% (excluding the votes attached to the shares held by Randy Studer, MRI, North Sask Ventures Ltd. and their respective associates, affiliates and joint actors); and

   (iii) approval by the Court after a hearing;

(b) the opportunity for any Shareholders who are opposed to the MMI/Durama Sale Agreement to exercise their rights of dissent in respect of the MMI/Durama Sale Agreement and to be paid fair value for their Common Shares in accordance with the ABCA, to the extent applicable to dissenters' rights.

4. Court Approval of the MMI/Durama Sale Agreement

Court does not approve the merit of the agreement, Because the resolutions will pass, the court has:

(a) shortened the period of time for notice of the meeting;

(b) waived requirement to serve beneficial owners of the shares;

(c) shortened the dissent period; and

(d) shortened the time period for commencement of the dissent action.

5. Proposed Timetable for the MMI/Durama Sale Agreement

The Shareholder vote will take place on January 24, 2018. The results will be sent to registered Shareholders and beneficial Shareholders by notice to their respective intermediaries. If the MMI/Durama Sale Agreement closes, MMI will send a further notice to registered shareholders and to beneficial shareholders by notice to their respective intermediaries. At such time, MMI will make an offer to qualifying shareholders of a fair value offer for their shares or of the obligation of the qualifying shareholders who do not accept the offer to commence legal action to prove their claim.

D. DISSENT RIGHTS TO THE MMI/DURAMA SALE AGREEMENT

Any shareholder of the Corporation may send notice of dissent, under the ABCA, to the Corporation in respect of the MMI/Durama Sale Agreement Resolution. Non-Registered Shareholders who wish to dissent should contact their broker or other intermediary for assistance with the Dissent Right. The Dissent Right is summarized below, but the Shareholders of the Corporation are referred to the full text of Sections 191 of the ABCA set out in **APPENDIX "D"** attached to this and may consult their legal counsel for a complete understanding of the Dissent Right under the ABCA. A Dissenting Shareholder who wishes to exercise his or her Dissent Right must give written notice of dissent to the Corporation by depositing such notice of dissent with the Corporation, at 203, 221 10th Avenue SE, Calgary, Alberta T2G 0V9 marked to the attention of the Secretary not later than the close of business on the day that is seven calendar days after the notification of the closing of the MMI/Durama Sale Agreement. A Shareholder of the Corporation who wishes to dissent must prepare a separate notice of dissent for: (i) the Registered Shareholder, if the Shareholder of the Corporation is dissenting on its own behalf; and (ii) each person who beneficially owns Common Shares of the Corporation in the Shareholder's name and on whose behalf the Beneficial Shareholder is dissenting. To be valid, a notice of dissent must:

(a) identify in each notice of dissent the person on whose behalf dissent is being exercised;

(b) identify whether the dissent is to the MMI/Durama Sale Agreement Resolution;

(c) set out the number of Common Shares in respect of which the Shareholder of the Corporation is exercising the Dissent Right (the "**Notice Shares**"), which number cannot be less than all of the Common Shares held by the Beneficial Shareholder on whose behalf the Dissent Right is being exercised;

(d) if the Notice Shares constitute all of the shares of which the Dissenting Shareholder is both a Registered Shareholder and Beneficial Shareholder and the Dissenting Shareholder owns no other Common Shares as a Beneficial Shareholder, a statement to that effect;

(e) if the Notice Shares constitute all of the Common Shares of which the Dissenting Shareholder is both a Registered Shareholder and Beneficial Shareholder but the Dissenting Shareholder owns other Common Shares as a Beneficial Shareholder, a statement to that effect, and

(i) the names of the Registered Shareholders of those other Common Shares;

(ii) the number of those other Common Shares that are held by each of those Registered Shareholders; and

(iii) a statement that Notices of Dissent are being or have been sent in respect of all those other Common Shares;

(f) if dissent is being exercised by the Dissenting Shareholder on behalf of a Beneficial Shareholder who is not the Dissenting Shareholder, a statement to that effect, and

(i) the name and address of the Beneficial Shareholder; and

(ii) a statement that the Dissenting Shareholder is dissenting in relation to all of the Common Shares beneficially owned by the Beneficial Shareholder that are registered in the Dissenting Shareholder's name.

The giving of a Notice of Dissent does not deprive a Dissenting Shareholder of his or her right to vote at the Meeting on the MMI/Durama Sale Agreement Resolution. A vote against the MMI/Durama Sale Agreement Resolution or the execution or exercise of a proxy does not constitute a Notice of Dissent. A Shareholder is not entitled to exercise a Dissent Right with respect to any Common Shares if the Shareholder votes (or instructs or is deemed, by submission of any incomplete proxy, to have instructed his or her proxy holder to vote) in favour of the MMI/Durama Sale Agreement Resolution. A Dissenting Shareholder, however, may vote as a proxy for a Shareholder whose proxy required an affirmative vote, without affecting his or her right to exercise the Dissent Right. If the Corporation intends to act on the authority of the MMI/Durama Sale Agreement Resolution, it must send a notice (the "**Notice to Proceed**") to the Dissenting Shareholder promptly after the later of:

(a) the date on which the Corporation closes the MMI/Durama Sale Agreement; and

(b) the date on which the Notice of Dissent was received.

If the Corporation has acted on the MMI/Durama Sale Agreement Resolution it must promptly send a Notice to Proceed to the Dissenting Shareholder. The Notice to Proceed must be dated not earlier than the date on which it is sent and state that the Corporation closes the the MMI/Durama Sale Agreement Resolution and advise the Dissenting Shareholder of the manner in which dissent is to be completed. On receiving a Notice to Proceed, the Dissenting Shareholder is entitled to require the Corporation to purchase all of the Common Shares in respect of which the Notice of Dissent was given. A Dissenting Shareholder who receives a Notice to Proceed, and who wishes to proceed with the dissent, must send to the Corporation within seven calendar days after the date of the Notice to Proceed:

(a) a written statement that the Dissenting Shareholder requires the Corporation to purchase all of the Notice Shares;

(b) the certificates representing the Notice Shares; and

(c) if dissent is being exercised by the Shareholder on behalf of a Beneficial Shareholder who is not the Dissenting Shareholder, a written statement signed by the Beneficial Shareholder setting out whether the Beneficial Shareholder is the Beneficial Shareholder of other Common Shares and if so, setting out:

(i) the names of the Registered Shareholders of those other Common Shares;

(ii) the number of those other Common Shares that are held by each of those Registered Shareholders; and

(iii) that dissent is being exercised in respect of all of those other Common Shares, whereupon the Corporation is bound to purchase them in accordance with the Notice of Dissent

The Corporation and the Dissenting Shareholder may agree on the amount of the payout value of the Notice Shares and in that event, the Corporation must either promptly pay that amount to the Dissenting Shareholder or send a notice to the Dissenting Shareholder that the Corporation is unable lawfully to pay Dissenting Shareholders for their shares as the Corporation is insolvent or if the payment would render the Corporation insolvent. If the Corporation and the Dissenting Shareholder do not agree on the amount of the payout value of the Notice Shares, the Dissenting Shareholder or the Corporation must apply to the Court within ten calendar days of the Notice to Proceed and the Court may:

(a) determine the payout value of the Notice Shares or order that the payout value of the Notice Shares be established by arbitration or by reference to the registrar or a referee of the Court;

(b) join in the application each Dissenting Shareholder who has not agreed with the Corporation on the amount of the payout value of the Notice Shares; and

(c) make consequential orders and give directions it considers appropriate.

Promptly after a determination of the payout value of the Notice Shares has been made, the Corporation must either pay that amount to the Dissenting Shareholder or send a notice to the Dissenting Shareholder that the Corporation is unable lawfully to pay Dissenting Shareholders for their shares as the Corporation is insolvent or if the payment would render the Corporation insolvent if the Dissenting Shareholder receives a notice that the Corporation is unable to lawfully pay Dissenting Shareholders for their Common Shares, the Dissenting Shareholder may, within 7 days after receipt, withdraw his or her Notice of Dissent. If the Notice of Dissent is not withdrawn, the Dissenting Shareholder remains a claimant against the Corporation to be paid as soon as the Corporation is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the Corporation but in priority to the Shareholders. Any notice required to be given by the Corporation or a Dissenting Shareholder to the other in connection with the exercise of the Dissent Right will be deemed to have been given and received, if delivered, on the day of delivery, or, if mailed, on the earlier of the date of receipt and the second business day after the day of mailing, or, if sent by fax or other similar form of transmission, the first business day after the date of transmittal.

A Dissenting Shareholder who:

(a) properly exercises the Dissent Right by strictly complying with all of the procedures ("**Dissent Procedures**") required to be complied with by a Dissenting Shareholder, will cease to have any rights as a Shareholder other than the right to be paid the fair value of the Common Shares by the Corporation in accordance with the Dissent Procedures;

(b) seeks to exercise the Dissent Right, but who for any reason does not properly comply with each of the Dissent Procedures required to be complied with by a Dissenting Shareholder loses such right to dissent; or

(c) if fail to commence action within time period will be regular.

A Dissenting Shareholder may not withdraw a Notice of Dissent without the consent of the Corporation. A Dissenting Shareholder may, with the written consent of the Corporation, at any time prior to the payment to the Dissenting Shareholder of the full amount of money to which the Dissenting Shareholder is entitled, abandon such Dissenting Shareholder's dissent to the MMI/Durama Sale Agreement giving written notice to the Corporation, withdrawing the Notice of Dissent, by depositing such notice with the Corporation, or mailing it to the Corporation by registered mail, care of its solicitors Wolff Leia at 203,221 10th Avenue SE, Calgary, Alberta T2G 0V9. **The Shareholders who wish to exercise their Dissent Right should carefully review the dissent procedures described in Section 191 of the ABCA (See APPENDIX "D") and seek independent legal advice, as failure to adhere strictly to the Dissent Right requirements may result in the loss of any right to dissent.**

E. CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

In the opinion of Wolff Leia, counsel to the Corporation, the following summary describes the principal Canadian federal income tax considerations generally applicable to a Securityholder who disposes of Common Shares, as applicable, under the rights of dissent and who, at all relevant times, for purposes of the Tax Act: (i) deals at arm's length with the Corporation; (ii) is not affiliated with the Corporation; (iii) holds the Securities as capital property; and (iv) has not entered into and will not enter into, with respect to their Securities, a "**derivative forward agreement**" as that term is defined in the Tax Act (a "**Holder**"). Generally, the Securities will be considered capital property to a person for purposes of the Tax Act provided the person does not hold such Securities in the course of carrying on a business and has not acquired such Securities in one or more transactions considered to be an adventure or concern in the nature of trade.

This summary is not applicable to a Securityholder: (i) that is a "**specified financial institution**"; (ii) an interest in which is a "**tax shelter investment**"; (iii) that is, for purposes of certain rules (referred to as the mark-to-market rules) applicable to securities held by financial institutions, a "financial institution"; or (iv) that reports its "**Canadian tax results**" in a currency other than Canadian currency, each as defined in the Tax Act. Such Securityholders should consult their own tax advisors.

This summary is based on the current provisions of the Tax Act in force on the date hereof, counsel's understanding of the current administrative policies and assessing practices and policies of the Canada Revenue Agency published in writing prior to the date hereof and certain factual matters contained in an officer's certificate provided by an officer of the Corporation. This summary takes into account all specific proposals to amend the Tax Act publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof (the **"Proposed Amendments"**) and assumes that all Proposed Amendments will be enacted in the form proposed. However, no assurances can be given that the Proposed Amendments will be enacted as proposed, or at all. This summary does not otherwise take into account or anticipate any changes in law or administrative policy or assessing practice whether by legislative, administrative, regulatory, governmental or judicial decision or action nor does it take into account tax legislation or considerations of any province, territory or foreign jurisdiction, which may differ from those discussed herein.

This summary is of a general nature only and is not, and is not intended to be, legal or tax advice to any particular Securityholder. This summary is not exhaustive of all Canadian federal income tax considerations. Accordingly, Securityholders should consult their own tax advisors having regard to their own particular circumstances.

Dissenting Resident Holders

A Resident Holder who validly exercises Dissent Rights (a **"Resident Dissenting Shareholder"**) will be deemed to have transferred such Resident Holder's Common Shares to the Purchaser in exchange for payment of the fair value of such Common Shares. A Resident Dissenting Shareholder will realize a capital gain (or capital loss) equal to the amount by which the cash received in respect of the fair value of such Common Shares less an amount in respect of interest, if any, awarded by the Court, exceeds (or is less than) the adjusted cost base of such Common Shares and any reasonable costs of disposition. The taxation of capital gains and capital losses is discussed below under the heading " *Taxation of Capital Gains and Capital Losses"*. Any interest awarded by the Court to a Resident Dissenting Shareholder will be included in such Resident Holder's income for the purposes of the Tax Act.

Dispositions

Generally, on a disposition or deemed disposition of a MMI Share, a Resident Holder will realize a capital gain (or capital loss) equal to the amount, if any, by which the proceeds of disposition, net of any reasonable costs of disposition, exceed (or are less than) the adjusted cost base to the Resident Holder of the MMI Share immediately before the disposition or deemed disposition.

Taxation of Capital Gains and Capital Losses

Generally, a Resident Holder is required to include in computing its income for a taxation year one-half of the amount of any capital gain (a **"taxable capital gain"**) realized in the year. Subject to and in accordance with the provisions of the Tax Act, a Resident Holder is required to deduct one-half of the amount of any capital loss (an **"allowable capital loss"**) realized in a taxation year from taxable capital gains realized by the Resident Holder in the year and allowable capital losses in excess of taxable capital gains for the year may be carried back and deducted in any of the three preceding taxation years or carried forward and deducted in any subsequent taxation year against net taxable capital gains realized in such years.

The amount of any capital loss realized by a Resident Holder that is a corporation on the disposition of a MMI Share may be reduced by the amount of any dividends received (or deemed to be received) by the Resident Holder on such MMI Share to the extent and under the circumstances prescribed by the Tax Act. Similar rules may apply where a MMI Share is owned by a partnership or trust of which a corporation, trust or partnership is a member or beneficiary. Such Resident Holders should consult their own advisors.

A Resident Holder that is throughout the taxation year a "**Canadian-controlled private corporation**", as defined in the Tax Act, is liable for tax, a portion of which may be refundable, on investment income, including taxable capital gains realized.

Holders Not Resident in Canada

This portion of the summary is generally applicable to a Holder who, at all relevant times, for purposes of the Tax Act, is not, and is not deemed to be, resident in Canada and does not use or hold, and is not deemed to use or hold, the Securities in a business carried on in Canada (a **"Non-Resident Holder").** Special rules, which are not discussed in this summary, may apply to a Non-Resident Holder that is an insurer that carries on an insurance business in Canada and elsewhere. Such Holders should consult their own tax advisors.

Dissenting Non-Resident Holders

A Non-Resident Holder who validly exercises Dissent Rights (a **"Non-Resident Dissenting Holder"**) will be deemed to have transferred such Non-Resident Holder's Common Shares to the Purchaser in exchange for payment of the fair value of the Common Shares. A Non-Resident Dissenting Holder will be considered to have disposed of the Common Shares for proceeds of disposition equal to the amount paid to such Non-Resident Dissenting Holder less an amount in respect of interest, if any, awarded by the Court, and will only be subject to tax under the Tax Act on any gain realized as a result if such shares constitute "**taxable Canadian property**", unless relief is provided under an income tax treaty or convention between Canada and the Non-Resident Holder's country of residence.

Dispositions by Non-Resident Shareholders

A Non-Resident Holder will not be subject to tax under the Tax Act on any capital gain realized on a disposition or deemed disposition of MMI Shares, unless the MMI a Shares are "taxable Canadian property" to the Non-Resident Holder for purposes of the Tax Act and the Non-Resident Holder is not entitled to relief from Canadian taxation under an applicable income tax treaty or convention between Canada and the Non-Resident Holder's country of residence.

F. CERTAIN UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following is a summary of certain U.S. federal income tax considerations applicable to a U.S. Holder (as defined below) of MMI Shares, arising from the exercise of the right of decent. This summary is for general information purposes only and does not purport to be a complete analysis or listing of all potential U.S. federal income tax considerations that may apply to a U.S. Holder as a result of the exercise of the right of decent. In addition, this summary does not take into account the individual facts and circumstances of any particular U.S. Holder that may affect the U.S. federal income tax considerations applicable to a U.S. Holder. Accordingly, this summary is not intended to be, and should not be construed as, legal or U.S. federal income tax advice with respect to any U.S. Holder. Moreover, this summary is not binding on the Internal Revenue Service (the **"IRS"**) or the U.S. courts, and no assurance can be provided that the conclusions reached in this summary will not be challenged by the IRS or will be sustained by a U.S. court if so challenged. The Corporation has not requested, and does not intend to request, a ruling from the IRS or an opinion from legal counsel regarding any of the U.S. federal income tax consequences of the Arrangement. Each U.S. Holder should consult its own tax advisor regarding the U.S. federal, U.S. state and local, and foreign tax consequences of the exercise of the right of decent and the receipt, ownership and disposition of cash received in connection with the exercise of the right of decent.

This summary is based on the *Internal Revenue Code of 1986,* as amended (the **"Code"),** Treasury Regulations (final, temporary, and proposed), U.S. court decisions, published IRS rulings and published administrative positions of the IRS, and the Convention Between Canada and the United States of America with Respect to Taxes on Income and on Capital, signed September 26, 1980, as amended (the **"Canada-U.S. Tax Convention"),** that are applicable and, in each case, as in effect and available, as of the date of this document. Any of the authorities on which this summary is based could be changed in a material and adverse manner at any time, and any such change could be applied on a retroactive basis and could affect the U.S. federal income tax considerations described in this summary.

For purposes of this summary, a **"U.S. Holder"** is an owner of MMI Shares, exercise of the right of decent that is: (a) an individual who is a citizen or resident of the U.S. for U.S. federal income tax purposes; (b) a corporation, or other entity classified as a corporation for U.S. federal income tax purposes, that is created or organized in or under the laws of the U.S. or any state in the U.S., including the District of Columbia; (c) an estate if the income of such estate is subject to U.S. federal income tax regardless of the source of such income; or (d) a trust if: (i) such trust has validly elected to be treated as a United Sates person for U.S. federal income tax purposes; or (ii) a U.S. court is able to exercise primary supervision over the administration of such trust and one or more U.S. persons have the authority to control all substantial decisions of such trust.

This summary does not address the U.S. federal income tax considerations of exercise of the right of decent to U.S. Holders that are subject to special provisions under the Code, including U.S. Holders: (a) that are tax-exempt organizations, qualified retirement plans, individual retirement accounts, or other tax deferred accounts; (b) that are financial institutions, insurance companies, real estate investment trusts, or regulated investment companies or that are broker dealers, dealers or traders in securities or currencies that elect to apply a mark-to-market accounting method; (c) that have a "functional currency" other than the U.S. dollar; (d) that own MMI Shares as part of a straddle, hedging transaction, conversion transaction, constructive sale, or other arrangement involving more than one position; (e) that acquired MMI Shares, in connection with the exercise of employee stock options or otherwise as compensation for services; (f) that hold MMI Shares other than as a capital asset within the meaning of Section 1221 of the Code; (g) who are U.S. expatriates or former long term residents of the United States; and (h) that own, or will own after the Effective Time, directly, indirectly, or by attribution, 10% or more, by voting power or value, of the outstanding MMI Shares. U.S. Holders that are subject to special provisions under the Code, including U.S. Holders described immediately above, should consult their own tax advisors regarding the U.S. federal, U.S. state and local, and foreign tax consequences of the exercise of the right of decent.

If an entity that is classified as a partnership (or "**pass through**" entity) for U.S. federal income tax purposes holds MMI Shares, the U.S. federal income tax consequences to such partnership (or "**pass through**" entity) and the partners of such partnership (or owners of such "**pass through**" entity) of exercise of the right of decent generally will depend on the activities of the partnership (or "**pass through**" entity) and the status of such partners (or owners). Partners of entities that are classified as partnerships (and owners of "**pass through**" entities) for U.S. federal income tax purposes should consult their own tax advisors regarding the U.S. federal income tax consequences of the exercise of the right of decent.

This summary does not address the U.S. state and local, U.S. federal alternative minimum tax, estate and gift, or foreign tax consequences to U.S. Holders of the Arrangement. Each U.S. Holder should consult its own tax advisor regarding the U.S. state and local, U.S. federal alternative minimum tax, estate and gift, and foreign tax consequences to them of the exercise of the right of decent.

U.S. Holders are urged to consult their tax advisors with respect to the U.S. federal, state and local tax consequences and the non-U.S. tax consequences of the transaction, including the receipt of cash pursuant to the exercise of the right of decent.

Tax Consequences to U.S. Holders Relating to the MMI/Durama Sale Agreement

Dissenting Shareholders

Subject to the PFIC rules discussed below, a U.S. Holder who is a Dissenting Shareholder who, upon exercising Dissent Rights, disposes of Common Shares for a cash payment will recognize capital gain or loss in an amount equal to the difference, if any, between: (a) the amount of cash received; and (b) the U.S. Holder's adjusted tax basis in the Common Shares disposed of. Such gain or loss will be long term capital gain or loss if the U.S. Holder's holding period for the Common Shares is greater than one year. Any such long-term capital gain would be subject to preferential tax rates for a U.S. Holder that is an individual, estate, or trust. There are currently no preferential tax rates for long-term capital gains of a U.S. Holder that is a corporation. Deductions for capital losses are subject to limitation. Any gain or loss that a U.S. Holder recognizes generally will be treated as U.S. source gain or loss for foreign tax credit purposes.

Gain or loss recognized by a U.S. Holder on the sale or other taxable disposition of MMI Shares generally will be treated as "U.S. source" for purposes of applying the U.S. foreign tax credit rules unless the gain is subject to tax in Canada and is reclassified as "**foreign source**" under the Canada-U.S. Tax Convention and such U.S. Holder elects to treat such gain or loss as "**foreign source**". Preferential tax rates may apply to long-term capital gain of a U.S. Holder that is an individual, estate, or trust. There are no preferential tax rates for long-term capital gain of a U.S. Holder that is a corporation. Deductions for capital losses are subject to significant limitations under the Code.

Passive Foreign Investment Company Rules

A foreign corporation generally will be considered a PFIC if, for a given tax year: (a) 75% or more of the gross income of the corporation for such tax year is passive income; or (b) 50% or more of the assets held by the corporation either produce passive income or are held for the production of passive income, based on the fair market value of such assets. With respect to sales by a corporation, "**gross income**" generally means sales revenues less cost of goods sold. "**Passive income**" includes, for example, dividends, interest, certain rents and royalties, certain gains from the sale of stock and securities, and certain gains from commodities transactions. "**Passive income**" does not include any interest, dividends, rents, or royalties that are received or accrued by a corporation from a "related person", to the extent such items are properly allocable to the income of such related person that is not passive income.

For purposes of the PFIC income test and assets test described above, if a corporation owns, directly or indirectly, 25% or more of the total value of the outstanding shares of another corporation, the first corporation will be treated as if it: (a) held a proportionate share of the assets of such other corporation; and (b) received directly a proportionate share of the income of such other corporation.

THE ABOVE SUMMARY IS NOT INTENDED TO CONSTITUTE A COMPLETE ANALYSIS OF ALL TAX CONSIDERATIONS APPLICABLE TO U.S. HOLDERS WITH RESPECT TO THE EXERCISE OF THE RIGHT OF DECENT AND OWNERSHIP AND DISPOSITION OF MMI SHARES. U.S. HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX CONSIDERATIONS APPLICABLE TO THEM IN THEIR OWN PARTICULAR CIRCUMSTANCES.

G. RISK FACTORS

In evaluating whether to approve the Resolutions approving the MMI/Durama Sale Agreement, Shareholders should carefully consider the following risk factors.

Termination of the MMI/Durama Sale Agreement

The MMI/Durama Sale Agreement may be terminated the Corporation in certain circumstances. Accordingly, there is no certainty, nor can the Corporation provide any assurance, that the MMI/Durama Sale Agreement will not be terminated by the Corporation before the completion of the RTO.

Conditions Precedent and Requirement/ Regulatory Approvals

There can be no certainty that all conditions precedent to the MMI/Durama Sale Agreement will be satisfied or waived, nor can there be any certainty of the timing of their satisfaction or waiver. The completion of the MMI/Durama Sale Agreement is subject to a number of conditions precedent, some of which are outside of the control of the Corporation, including the approval of the Shareholders, receipt of Regulatory Approvals, approval from the Court, and consent from the secured creditor of the Corporation. There is no certainty, nor can the Corporation provide any assurance, that these conditions will be satisfied. If for any reason the MMI/Durama Sale Agreement is not completed, the market price of the Shares the Corporation may be affected. Moreover, a substantial delay in obtaining satisfactory approvals could adversely affect the business, financial condition or results of operations of the Corporation or result in the MMI/Durama Sale Agreement not being completed.

Risks Relating to the Corporation

If the Arrangement is not completed, the Corporation will continue to face the risks that it currently faces with respect to its affairs, business and operations and future prospects. The Corporation currently faces potentially unsustainable debt levels, lack of financial flexibility, limited access to new capital and employee retention issues.

H. STATEMENT OF EXECUTIVE COMPENSATION

The Named Executive Officers of the Corporation ("**NEOs**") for the year ended December 31, 2014, 2015 and 2016 is Randy Studer, Chief Executive Officer ("**CEO**") Chief Financial Officer ("**CFO**"). NEO means a CEO, CFO, each of the three most highly compensated executive officers other than the CEO and CFO, at the end of the most recently completed financial year whose total compensation was, individually, more than $150,000 for that financial year, and each individual who would be an NEO but for the fact that the individual was neither an executive officer at the end of that financial year.

1. Compensation Discussion and Analysis

The compensation program is comprised of three primary elements: base salary; short-term incentive, in the form of a bonus plan; and long-term incentive, in the form of participation in the Corporation's stock option plan. Mr. Studer participates in the benefit programs, including life insurance and health and dental benefits on the same basis as other employees. Where NEOs receive other perquisites (such as car allowances), they reflect competitive practices, business needs and objectives.

The terms of the compensation arrangements for the NEOs are reviewed by the CEO in conjunction with the Board. The terms of the CEO's compensation arrangements are reviewed by the Board in the absence of the CEO. All changes to the compensation arrangements of the NEOs are approved by the Board.

The Corporation has not retained any third party advisors to conduct compensation reviews of its competitors' pay levels and practices and has not used a benchmark tool to assess its executive compensation levels.
Compensation Elements

The Board has not considered the implications of the risks associated with the Corporation's compensation policies and practices. Neither a NEO nor a director are permitted to purchase financial instruments, including prepaid variable forward contracts, equity swaps, collars, or units of exchange funds, that are designed to hedge or offset a decrease in market value of equity securities granted as compensation or held, directly or indirectly, by the NEO or director.

Summary Compensation Table

The following table discloses all compensation paid, payable, awarded, granted, given, or otherwise provided, directly or indirectly in Canadian dollars, to the NEOs for fiscal year December 31, 2016. The Corporation does not have any share-based award plans, non-equity long-term incentive plans, or any defined benefit or defined contribution pension plans.

Name and Position	Year Ended Dec 31	Salary	Option-based awards(1)	Annual incentive plans	All other compensation (2)	Total compensation
Randy Studer [5] CEO	2016	0	0	0	See Note	0
	2015	0	0	0	See Note	0
	2014	0	0	0	See Note	0

Notes:
1. Option-based award amounts are non-cash amounts, and are the fair value estimates of options granted during the year, calculated using the Black-Scholes pricing model, whereby the fair value of stock options is determined on the grant date and recorded as compensation expense over the period that the stock options vest.
2. Mr. Studer earns monies billing through Durama

.

2. Incentive Plan Awards for NEOs

Outstanding Option-based Awards

The following table sets forth, for each NEO, all option-based awards outstanding as at December 31, 2016. The Corporation does not have any share-based award plans for its NEOs.

	Option-based Awards			
Name	Number of securities underlying unexercised options	Option exercise price	Option expiration date	Value of unexercised in-the-money options[1]
Randy Studer	1,000,00	$0.05	Oct 21, 20121	Nil

Notes:
1. Unexercised "in-the-money" options refer to the options in respect of which the market value of the underlying securities as at the financial year end exceeds the exercise or base price of the option.

Incentive Plan Awards – Value Vested or Earned During the Year

The following table sets forth, for each NEO, the value vested or earned on all option-based awards during the financial year ended December 31, 2016. The Corporation had neither share-based award plans nor long-term non-equity incentive plans.

Name	Option-based Awards – Value vested during the year(1)
Randy Studer	Nil

[1]Represents the aggregate dollar value that would have been realized if the options under the option-based award had been exercised on the vesting date – calculated by determining the difference between the market price of the underlying securities at exercise and the exercise price of the options at the vesting date.

Pension and Retirement Plans

The Corporation does not have any pension plan or defined benefits plan. The Corporation has not provided compensation, monetary or otherwise, during the preceding fiscal year, to any person who now acts or has previously acted as an NEO, in connection with or related to the retirement, termination or resignation of such person and the Corporation has provided no compensation to such persons as a result of a change of control of the Corporation, its subsidiaries or affiliates.

Termination and Change of Control Benefits

The Corporation does not have an employment agreement with Mr. Studer

I. DIRECTOR COMPENSATION

For the financial year ended December 31, 2016, the Corporation does not pay directors any compensation.

Director Compensation Table

The following table sets forth all compensation paid, payable, awarded, granted, given, or otherwise provided, directly or indirectly, by the Corporation to the directors who were not NEOs. The Corporation does not have any share-based award plans or non-equity incentive plans for non-management directors.

Name and Principal Position	Fees Earned[1]	Option-based awards[1]	All other compensation	Total compensation
Randy Studer	Nil	nil	nil	nil

Notes:

1. Option-based award amounts are non-cash amounts, and are the fair value estimates of options granted during the year, calculated using the Black-Scholes Option Pricing Model, whereby the fair value of stock options is determined on the grant date and recorded as compensation expense over the period that the stock options vest. The Black-Scholes Option Pricing Model is an industry accepted valuation method.

Incentive Plan Awards - Outstanding Option-based Awards

The following table sets forth for each director, other than a director that is an NEO, all option-based awards outstanding as at December 31, 2016. The Corporation does not have any share-based award plans for its directors.

	Option-based Awards			
Name	Number of securities underlying unexercised options	Option exercise price	Option expiration date	Value of unexercised in-the-money options[1]
Randy Studer	nil		nil	Nil

Notes:
1. Unexercised "in-the-money" options refer to the options in respect of which the market value of the underlying securities as at the financial year end exceeds the exercise or base price of the option.

Incentive Plan Awards to Directors – Value Vested or Earned During the Year

The following table sets forth for each director, other than a director that is an NEO, the value vested or earned on all option-based awards, share based awards and non-equity incentive plan compensation during the financial year ending December 31, 2016. The Corporation does not have any share-based award or any non-equity incentive plans for its directors.

Name	Option-based Awards – Value vested during the year
Randy Studer	Nil

Notes:
1. Represents the aggregate dollar value that would have been realized if the options under the option-based award had been exercised on the vesting date – calculated by determining the difference between the market price of the underlying securities at exercise and the exercise price of the options at the vesting date.

J. SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table sets forth common shares that are authorized for issuance under the stock option plan which is the only equity compensation plan as December 31, 2016, the end of the most recently completed financial year:

Plan Category	Number of common shares to be issued upon exercise of outstanding options	Weighted-average exercise price of outstanding options	Number of common shares remaining available for issuance under equity compensation plans
Equity compensation plans approved by securityholders	1,000,000	$0.05	Nil
Equity compensation plans not approved by securityholders	Nil	Nil	Nil
Total	1,000,000		

K. DISCLOSURE OF CORPORATE GOVERNANCE

Pursuant to National Instrument 58-101 *Disclosure of Corporate Governance Practices*, the Corporation has disclosed its corporate governance practices on www.sedar.com.

L. INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

No director, executive officer, employee or former director, executive officer or employee of the Corporation nor any of their associates or affiliates, is, or has been at any time since the beginning of the last completed financial year, indebted to the Corporation nor has any of these persons been indebted to any other entity where such indebtedness is the subject of a guarantee, support agreement, letter of credit or similar arrangement or understanding, provided by the Corporation.

M. INTERESTS OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

The relationship between Randy Studer, MMI, Durama and MRI has been disclosed elsewhere in this Circular, Other than as disclosed, the Corporation is not aware of any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, of any director or executive officer, or proposed nominee for election as a director or any associate or affiliate of any of the foregoing, in any transaction since the commencement of the Corporation's most recently completed financial year or in any proposed transaction which has or would materially affect the Corporation or any of its subsidiaries.

N. MANAGEMENT CONTRACTS

During the most recently completed financial year, no management functions of the Corporation were to any substantial degree performed by a person or company other than the directors or executive officers (or private companies controlled by them, either directly or indirectly) of the Corporation.

O. INTEREST OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON

The relationship between Randy Studer, MMI, Durama and MRI has been disclosed elsewhere in this Circular, Other than as disclosed, no director or executive officer of the Corporation or any proposed nominee of management for election as a director of the Corporation or 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 matters to be acted upon at the Meeting.

P. AUDIT COMMITTEE

Audit Committee Mandate

The Audit Committee Mandate will be provided upon request.

Composition and Relevant Education and Experience

The Audit Committee is composed of Randy Studer. Randy Studer is not independent. Mr. Studer has the ability to read, analyze and understand the complexities surrounding the preparation of financial statements.

Audit Committee Oversight

Since the commencement of the Corporation's most recently completed financial year, no recommendation of the Committee to nominate or compensate an external auditor was adopted by the Board.

Reliance on Certain Exemptions

Since the commencement of the Corporation's most recently completed financial year, it has not relied on the exemption in section 2.4 (*De Minimus Non-audit Services*) or an exemption granted under Part 8 *(Exemptions)* from NI 52-110.

Pre-Approval Policies and Procedures

The Audit Committee must approve all non-audit services provided by auditors prior to any work commencing.

External Auditor Service Fees

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

Financial Year Ending	Audit Fees[1]	Audit Related Fees[2]	Tax Fees[3]	All Other Fees[4]
2015	$15,000	Nil	Nil	Nil
2016	$15,000	Nil	Nil	Nil

Notes:
1. the aggregate fees billed by the external auditor
2. the aggregate fees billed for assurance and related services by the external auditor
3. the aggregate fees billed for professional services rendered by the external auditor for tax compliance, tax advice and tax planning
4. the aggregate fees billed for products and services provided by the external auditor other than the services reported

Exemption

The Corporation is relying upon the exemption in section 6.1 of NI 52-110 *Audit Committees* ("**NI 52-110**") in respect of the composition of its audit committee and in respect of its reporting obligations under NI 52-110.

Q. ADDITIONAL INFORMATION

Additional information relating to the Corporation is available on SEDAR at www.sedar.com. Financial information is provided in the Corporation's comparative financial statements for the most recently completed financial year ended December 31, 2016 and the unaudited interim financial statements for the nine period ended September 30, 2017 attached as Appendix "E". Copies of additional information and the Corporation's financial statements and Management's Discussion & Analysis may be obtained upon written request made to the Corporation, 203, 221 -10th Avenue SE, Calgary, Alberta, phone: (403) 265-4122; fax: (403) 265-4138.

R. DIRECTORS APPROVAL

The contents and sending this Information Circular have been approved by the Board of Directors.

January 5, 2018

Signed "Randy Studer"

Randy Studer
Chief Executive Officer and Director

APPENDEX A

MMI/DURAMA SALE AGREEMENT

MMI/DURAMA SALE AGREEMENT

made between

MAJESTA MINERALS INC.

And

DURAMA ENTERPRISES LIMITED

in respect of the

Key Lake SW Property, Saskatchewan, Canada

Effective as of December 31, 2017

Dated ______________

THIS MMI/DURAMA SALE AGREEMENT dated December __, 2017

BETWEEN:

MAJESTA MINERALS INC.,
a corporation incorporated under the laws of the Province of Alberta
("Majesta" or the "Vendor")

AND:

DURAMA ENTERPRISES LIMITED
a corporation incorporated under the laws of the Province of Saskatchewan
("Durama" or the "Purchaser")

WHEREAS:

(A) Majesta owns a 100% interest in certain claims (the **"Majesta Mineral Claims"** as detailed on Schedule "A"), located in Saskatchewan, Canada;

(B) Majesta has agreed to sell to the Purchaser all of its right title and interest in the Majesta Mineral Claims subject to the terms herein; and

NOW THEREFORE THIS AGREEMENT WITNESSES that the parties hereto mutually agree and covenant as follows:

1.1 Definitions

In this Agreement, unless the context otherwise requires:

(a) "Assets" means the Majesta Mineral Claims and the Miscellaneous Interests and, to the extent applicable excluding the Excluded Assets;

(b) "Excluded Assets" means Vendor's entire interest in the tangible property set forth and described in Schedule "__";

(c) "Losses" means all actions, causes of action, losses, costs, claims, damages, penalties, fines, assessments, charges, expenses or other liabilities whatsoever, whether contractual or tortious, which are suffered, sustained, or incurred by a Party and includes, without limitation, reasonable legal fees on a solicitor and client basis and other professional fees and disbursements on a full indemnity basis, but notwithstanding the foregoing shall not include any liability for indirect or consequential damages including, without limitation, business loss, loss of profit, economic loss, punitive damages, or income tax liabilities;

(d) "Miscellaneous Interests" means, subject to any and all limitations and exclusions provided for in this definition, all property, assets, interests and rights pertaining to the Majesta Mineral Claims but only to the extent that such property, assets, interests and rights pertain to the Majesta Mineral Claims, including without limitation any and all of the following:

(i) contracts and agreements relating to the Majesta Mineral Claims, including without limitation contracts and agreements for the construction, ownership and operation of facilities ______;

(ii) fee simple surface rights to, and rights to enter upon, use or occupy, the surface of any lands which are or may be used to gain access to or otherwise use the Majesta Mineral Claims;

(iii) all subsisting rights to carry out operations relating to the Majesta Mineral Claims, including all easements, Permits, licenses and authorizations;

(iv) all engineering, geological and other information, records, books, documents, reports and data relating directly to the Majesta Mineral Claims which Vendor either has in its custody or to which Vendor has access and, in the case of other information included in this item (iv), copies of any work performed by contractors, core data, petrophysical studies, logs, and excluding any interpretations of such information, any information which is subject to restrictions on deliverability or confidentiality, and originals of the items for which copies are to be provided as described in this subsection;

(v) all non-interpretative technical data; and

(e) "Permitted Encumbrances" means:

(i) liens for taxes, assessments and governmental charges which are not due or the validity of which is being diligently contested in good faith by or on behalf of Vendor;

(ii) liens incurred or created in the ordinary course of business as security in favour of the person who is conducting the development or operation of the property to which such liens relate for Vendor's proportionate share of the costs and expenses of such development or operation;

(iii) mechanics', builders' and materialmen's liens in respect of services rendered or goods supplied for which payment is not due;

(iv) easements, rights of way, servitudes and other similar rights in land (including without limitation rights of way and servitudes for highways and other roads, railways, sewers, drains, gas and oil pipelines, gas and water mains, electric light, power, telephone, telegraph and cable television conduits, poles, wires and cables) which do not materially impair the use of the Assets affected thereby;

(v) the right reserved to or vested in any municipality or government or other public authority by the terms of any lease, license, franchise, grant or permit or by any statutory provision, to terminate any such lease, license, franchise, grant or permit or to require annual or other periodic payments as a condition of the continuance thereof;

(vi) statutory exceptions to title and the reservations, limitations, provisos and conditions in any original grants from the Crown of any of the mines and minerals within, upon or under the Majesat Mineral Claims;

(vii) any security held by any Third Party encumbering Vendor's interest in and to the Assets or any part or portion thereof, in respect of which Vendor delivers a discharge in registrable form, a no interest letter with an undertaking to discharge the security interest or like document (in a form satisfactory to Purchaser) to Purchaser at or prior to Closing;

(viii) all royalty burdens, liens, adverse claims, penalties, reductions in interests and other encumbrances set out in Schedule "A"; and

(ix) the terms, conditions and obligations arising under the Title Documents;

(f) "Permits" means, all licenses, permits, approvals and authorizations granted or issued by any governmental authorities and relating to the construction, installation, ownership, use or operation of the Assets;

(g) "Purchase Price" has the meaning as set forth and defined in section 0;

2. **Purcahse Price**

2.1 Majesta agrees to sell to the Purchaser and the Purchaser agrees to buy an undivided one (100%) percent interest in the Assets (subject to a 1.5% Net Smelter Royalty as defined in Schedule "B" to Durama as assignee of MRI Holdings Ltd.) in consideration for the following:

(a) ______________; and

(b) ____________________________.

If the consideration set out in (b) and (d) above is not paid by January __, 2017 the terms of this agreement are null and void.

2.2 Closing

(h) Closing shall take place at the Closing Place at the Closing Time if there has been satisfaction or waiver of the conditions of Closing herein contained.

(i) Subject to all other provisions of this Agreement, possession, risk and beneficial ownership of Vendor's interest in and to the Assets shall pass from Vendor to Purchaser at the Closing Time.

(j) The Parties shall execute and deliver the General Conveyance at Closing.

2.3 Form of Payment

All payments to be made pursuant to this Agreement shall be in Canadian funds. All payments to be made at Closing shall be made by certified cheque, bank draft or wire transfer to an account designated by Vendor to Purchaser in writing prior to Closing.

2.4 Purchase Price

The aggregate consideration to be paid by Purchaser to Vendor for Vendor's interest in and to the Assets shall be **$1.00** (the "**Purchase Price**"). The amount to be paid by Purchaser to Vendor at the Closing Time shall be determined as follows:

(a) $_____

(b) plus the amount of GST required pursuant to clause 2.5;

(c) plus or minus (as applicable) the net amount of the adjustment pursuant to Article 8 as at the Closing Time.

2.5 Payment of Purchase Price and GST

At Closing, Purchaser shall pay to Vendor (i) the Purchase Price and (ii) the GST payable in respect of the Assets. Vendor shall remit the GST according to law

CONDITIONS OF CLOSING

3.1 Purchaser's Conditions

The obligation of Purchaser to purchase Vendor's interest in and to the Assets is subject to the following conditions precedent, which are inserted herein and made part hereof for the exclusive benefit of Purchaser and may be waived by Purchaser:

(a) the representations and warranties of Vendor herein contained shall be true in all material respects when made and as of the Closing Time and an Officer's Certificate to that affect will be tabled at Closing;

(b) all obligations of Vendor contained in this Agreement to be performed prior to or at Closing shall have been timely performed in all material respects and an Officer's Certificate to that effect will be tabled at Closing;

(c) from the Adjustment Date to the Closing Time, the Assets shall have suffered no material, adverse damage or change and an Officer's Certificate to that effect will be tabled at Closing;

(d) Vendor shall have delivered to Purchaser at or prior to Closing discharges, releases or no interest letters of any security held by any Third Party encumbering Vendor's interest in and to the Assets or any part or portion thereof, which discharges are requested by Purchaser a reasonable time prior to Closing;

If any one or more of the foregoing conditions precedent has or have not been satisfied, complied with or waived by Purchaser, at or before the earlier of the date specified above or the Closing Time, Purchaser may in addition to any other remedies which it may have available to it, rescind this Agreement by written notice to Vendor. If Purchaser rescinds this Agreement, Purchaser and Vendor shall be released and discharged from all obligations hereunder except as provided in section ___.

3.2. Vendor's Conditions

The obligation of Vendor to sell its interest in and to the Assets is subject to the following conditions precedent, which are inserted herein and made part hereof for the exclusive benefit of Vendor and may be waived by Vendor:

(a) the representations and warranties of Purchaser herein contained shall be true in all material respects when made and as of the Closing Time and an Officer's Certificate to that effect will be tabled at Closing;

(b) all obligations of Purchaser contained in this Agreement to be performed prior to or at Closing shall have been timely performed in all material respects and an Officer's Certificate to that effect will be tabled at Closing; and

(c) all amounts to be paid by Purchaser to Vendor at Closing shall have been paid to Vendor in the form stipulated in this Agreement.

If any one or more of the foregoing conditions precedent has or have not been satisfied, complied with or waived by Vendor, at or before the Closing Time, Vendor may, in addition to any other remedies which it may have available to it, rescind this Agreement by written notice to Purchaser. If Vendor rescinds this Agreement, Purchaser and Vendor shall be released and discharged from all obligations hereunder except as provided in section ____

3.3 Efforts to Fulfil Conditions Precedent

Purchaser and Vendor shall proceed diligently and in good faith and use best efforts to satisfy and comply with and assist in the satisfaction and compliance with the conditions precedent. If there is a condition precedent that is to be satisfied or complied with prior to the Closing Time, and if, by the time the condition precedent is to be satisfied or complied with, the Party for whose benefit the condition precedent exists fails to notify the other Party whether or not the condition precedent has been satisfied or complied with, the condition precedent shall be conclusively deemed to have been satisfied or complied with.

CLOSING DELIVERIES, SPECIFIC CONVEYANCES
AND DELIVERY OF TITLE DOCUMENTS

4.1 Deliveries by Vendor at Closing

At the Closing Time, Vendor shall deliver, or cause to be delivered, to Purchaser:

(a) a General Conveyance duly executed by Vendor;

(b) those of the Specific Conveyances which have been prepared as of the Closing Time duly executed by Vendor;

(c) an Officer's Certificate signed by an officer of Vendor;

(d) a receipt for payment by Purchaser of the Purchase Price and GST payable in respect of the Assets;

(e) those discharges, releases and no interest letters requested by Purchaser in accordance with section 0; and

(f) such other items as may be specifically required hereunder or as may be reasonably requested by Purchaser.

4.2 Deliveries by Purchaser at Closing

At the Closing Time, Purchaser shall pay or deliver, or cause to be paid or delivered, to Vendor:

(a) the Purchase Price including any applicable GST;

(b) a General Conveyance duly executed by Purchaser;

(c) an Officer's Certificate signed by an officer of Purchaser; and

(d) such other items as may be specifically required hereunder or as may be reasonably requested by Vendor, including a road use agreement per.

4.3 Specific Conveyances

(a) Vendor shall prepare the Specific Conveyances at its cost, none of which shall confer or impose upon a Party any greater right or obligation than contemplated in this Agreement.

(b) All Specific Conveyances that are prepared and circulated to Purchaser a reasonable time prior to the Closing Time shall be executed and delivered by the Parties at Closing.

(c) Forthwith after Closing, Vendor shall at its cost circulate and register, as the case may be, all Specific Conveyances that by their nature may be circulated or registered, provided that Purchaser shall be responsible for all registration fees pertaining to same.

4.4 Delivery of Title Documents and Miscellaneous Interests

Within 10 Business Days of Closing, Vendor shall deliver to Purchaser at Closing the original copies of the Title Documents and any other agreements and documents to which the Assets are subject and the original copies of contracts, agreements, records, books, documents, licenses, reports and data comprising Miscellaneous Interests which are now in the possession of Vendor or of which it gains possession prior to Closing. Notwithstanding the foregoing, if and to the extent such Title Documents, contracts, agreements, records, books, documents, licenses, reports and data also pertain to interests other than the Assets, photocopies or other copies may be provided to Purchaser in lieu of original copies. Purchaser shall, upon request and after reasonable notice, provide reasonable access, at the offices of Purchaser and during its normal business hours, to such of the Title Documents and other contracts, agreements, records, books, documents, licenses, reports and data comprising Miscellaneous Interests delivered by Vendor pursuant hereto, as Vendor may require for purposes concerning the interests which Vendor held in the Assets prior to the Closing Time and the calculation of adjustments prior to the finalization of same, subject always to the requirement that all such information shall remain confidential

5. Representations and Warranties

5.1 Majesta represents and warrants to the Purchaser that:

(a) it is the sole legal and beneficial owner of the Majesta Mineral Claims owning a 100% interest therein, as set out on Schedule "A";

(b) the Majesta Mineral Claims is recorded in the name of Majesta Minerals Inc.;

(c) it has the exclusive right and necessary lawful authority to explore for minerals on the Majesta Mineral Claims and that evidence of such right is or shall be recorded against title to the Majesta Mineral Claims;

(d) it has the right to enter into this Agreement, to assign all or a portion of the interest in the Majesta Mineral Claims free of any consent or preferential purchase right held by other parties, and to dispose of the Property in accordance with the terms of this Agreement;

(e) there are no adverse claims or challenges against or to the ownership of or title to any of the mineral claims and other interests comprising the Majesta Mineral Claims, nor to its knowledge is there any basis therefore, and there are no outstanding agreements or options to acquire or purchase the Majesta Mineral Claims or any portion thereof or any production therefrom granted by it and no person has any royalty or other interest whatsoever in the Majesta Mineral Claims or in production therefrom except as herein defined;

(f) the mineral claims that comprise the Majesta Mineral Claims are presently in good standing and are free and clear of all liens, charges and encumbrances and subject to the provisions of this Agreement it shall maintain them in that condition so long as The Purchaser has any right to earn an interest therein hereunder;

(g) the assessment expenditure credits or assessment credits are as set out in Schedule "A".

(h) the Majesta Mineral Claims and its existing and prior uses by Majesta comply and have, to its knowledge, at all times complied with, and Majesta is not in violation of, and have not violated, in connection with the ownership, use, maintenance or operation of the Majesta Mineral Claims, any applicable federal, provincial, municipal or local laws, regulations, orders or approvals relating to its operations on the Majesta Mineral Claims;

(i) without limiting the generality of section 5.1(h), Majesta has operated the Majesta Mineral Claims and has at all times received, handled, used, stored, treated, shipped and disposed of all environmental or similar contaminants in strict compliance with all applicable environmental, health or safety laws, regulations, orders or approvals;

(j) no hazardous or toxic materials, substances, pollutants, contaminants or wastes have been released into the environment, or deposited, discharged, placed or disposed of at, on or near the Majesta Mineral Claims as a result of its operations carried out on the Majesta Mineral Claims, nor, to the best of its knowledge, have any of the above occurred nor has the Majesta Mineral Claims been used at any time by any person as a landfill or waste disposal site;

(k) no notices of any violation or apparent violation of any of the matters referred to in section 5.1(h) through section 5.1(j) relating to the Majesta Mineral Claims or its use have been received by Majesta;

(l) to the best of its knowledge, there are no writs, injunctions, orders or judgments outstanding, no lawsuits, claims, proceedings or investigations pending or threatened, relating to the use, maintenance or operation of the Majesta Mineral Claims, whether related to environmental, archaeological or similar matters, or otherwise, nor, to the knowledge of Majesta, is there any basis for such law suits, claims, proceedings or investigations being instituted or filed;

(m) to the best of its knowledge, there are no active treaty negotiations in respect of native land claims affecting the Majesta Mineral Claims, nor is Majesta aware of pending native land claims that may affect the Majesta Mineral Claims other than, to the best of its knowledge, currently undefined native land claims in Saskatchewan generally; and

(n) the Majesta Mineral Claims comprises all or substantially all of the assets of Majesta and the shareholders of Majesta have unconditionally approved this agreement

5.2 Each party represents and warrants to the other party that:

(a) incorporating jurisdiction;

(b) it has full power and authority to carry on its business and to enter into this Agreement and any agreement or instrument referred to or contemplated by this Agreement;

(c) neither the execution and delivery of this Agreement nor any of the agreements referred to herein or contemplated hereby, nor the consummation of the transactions hereby contemplated conflict with, result in the breach of or accelerate the performance required by any agreement to which it is a party;

(d) the execution and delivery of this Agreement and the agreements contemplated hereby shall not violate or result in the breach of the laws of any jurisdiction applicable or pertaining thereto or of its constating documents; and

(e) it is in compliance with all applicable securities laws and applicable stock exchange rules and regulations.

5.3 The warranties herein shall survive the execution of this Agreement and shall be unaffected by any examinations undertaken by the Purchaser or its counsel.

6. <u>Covenants</u>

6.1 Until the expiry of the Option, Majesta covenants, subject to section 6.3(a):

(a) to pay any costs incurred in defending its existing title to the Majesta Mineral Claims; and

(b) not to sell, encumber or alienate any interest in the Majesta Mineral Claims.

6.2 Majesta, as operator, shall perform its work on the Majesta Mineral Claims in conformity with all environmental and other applicable legal requirements.

6.3 A party proposing a press release relating to the Property or the terms of this Agreement, work thereon or the activities of the parties or their affiliates with respect thereto, shall provide a copy to the other party for its information and comments using its best efforts, in light of its timely disclosure obligations under applicable law, to ensure it is provided in least 2 business days prior to release. Any comments that the receiving party may make shall not be considered certification by the other party of the accuracy of the information in such press release, or a confirmation by it that the content of such press release complies with the disclosure standards of the applicable regulatory authorities. If the receiving party fails to provide comments within said time period the providing party may, subject to section 6.4 make the proposed press release.

6.4 Each party shall obtain prior approval of the other party before issuing any press release or public statement using the other party's name, the name of any of the officers, directors employees of the other party, or the name of any its subsidiaries The foregoing prohibition shall not apply if disclosure of the other party's name is required, in the written opinion of counsel to a party by applicable public disclosure requirements however in such a case the party wishing to make the disclosure must provide a copy to the other party for its information comments using its best efforts to ensure it is provided at least 2 Business Days prior to release. However, such approval shall be considered certification by the other party of the accuracy of the information in such press release, or a confirmation by it that the content of such press release complies with rules, policies by-laws and disclosure standards of the applicable regulatory authorities or stock exchanges.

7 Notice

7.1 Any notice, direction communication required or permitted to be given under this Agreement shall be in writing: and may be given by personal delivery or by mail (first class, postage prepaid) or by sending it by facsimile or other similar form telecommunication, in case addressed follows:

(a) If to the Purchaser at:

Durama Enterprises Limited
PO Box 1080
132 Finlayson Street
La Range, SK S0K ILO
Attention: President

Fax: 306-425-2535

Attention:

Fax.: 306-752 5702

(b) If to Majesta at:

Majesta Minerals Inc.
203, 221 10th Avenue SE
Calgary
Attention: President

Fax: 306-425-2535

8. Other

8.1 This Agreement shall be a binding agreement between the parties, until such time, if any, as a definitive agreement contemplated under section 8.2 is executed, that shall govern joint operations on the Majesta Mineral Claims.

8.2 This is the entire agreement between the parties relating to the Majesta Mineral Claims and supersedes all previous negotiations and communications related to the terms set out in this letter.

8.3 The rights and obligations of the parties shall be several, the parties shall hold their interests as tenants in common and nothing contained in the Agreement shall be construed as creating a partnership or in imposing any fiduciary duty on any party.

8.4 Each of the parties shall do all such further acts and execute and deliver such further deeds and documents as shall be reasonably required in order fully to perform the terms of this Agreement.

8.5 A party may claim *force majeure* if such party is prevented from or delayed in performing any obligation under this Agreement by any cause beyond its reasonable control, excluding only lack of finances, but including, without limitation, acts of God, strikes, lockouts, or other industrial disputes, laws, rules and regulations or orders of any duly constituted court or governmental authority, acts of terrorism, acts of the public enemy, war, insurrection, riots, fire, storm, flood, unusually harsh weather causing delay, explosion, government restriction, failure to obtain any approvals required from regulatory authorities or unavailability of equipment, materials or transportation (provided the approvals were properly applied for and pursued in good faith and on a timely basis or the equipment, materials or transportation were sought in a timely way), interference by third party interests groups (including environmental lobbyists and First Nations or indigenous peoples' groups) or other causes whether of the kind enumerated above or otherwise, then the time for the performance of that obligation shall be extended for a period equivalent to the total period the cause of the prevention or delay persists regardless of the length of such total period. A party may also claim *force majeure,* if such party, acting reasonably, believes that social or political unrest in the region of the Majesta Mineral Claims or the threat of that unrest will endanger the safety of its employees or the employees of its contractors if the party were to continue with the work program unless such social or political unrest is caused by action or inaction by that party. The party that claims *force majeure* shall promptly notify the other party and shall take all reasonable steps to remove or remedy the cause of the prevention or delay insofar as it is reasonably able to do so and as soon as possible. The party claiming force *majeure* will provide the other party with a regular a written report summarizing events that have occurred and prospects for resolution.

8.6 Majesta and the Purchaser shall each have the right from time to time to register or record notice of this Agreement, the royalty and any other documents relating to or contemplated by the foregoing, against title to the Majesta Mineral Claims, and the other party shall co-operate with all such registrations and recordings and provide its written consent or signature to any documents and do such other things from time to time as are necessary or desirable to effect all such registrations or recordings or otherwise to protect the interests of each party hereunder.

8.7 Unless otherwise specified, all dollar amounts referred to herein shall be in Canadian dollars.

8.8 The Agreement shall be governed by the laws of Saskatchewan.

8.9 This Agreement shall be read with such changes in gender or number as the context shall require.

8.10 The headings to the articles, paragraphs, parts or clauses of this Agreement and the table of contents are inserted for convenience only and shall not affect the construction hereof.

8.11 Unless otherwise stated, a reference to an Article or section herein means an Article or section of this Agreement. A reference to "this Agreement", "hereof", "hereunder", "herein" or words of similar meaning, means this agreement including the schedules hereto, together with any amendments thereof.

Accepted and agreed as of the date first written above.

DURAMA ENTERPRISES LIMITED

Per:

____

MAJESTA MINERALS INC.

Per:__________________________

Randy Studer

This is **SCHEDULE "A"** to the Agreement between
MAJESTA MINERALS INC. and ____________________
Dated January __, 2018

The nine (9) mineral dispositions listed below comprise the Key Lake South West Property, as referred to in this Agreement. Centre of the claims is located approximately 230 kilometres northwest of La Ronge in the Cree – Key Lake area, total 28,408 hectares, with individual claim details as follows:

	Claim Number	Claim Name	Hectares	Annual Assessment	Staking Date
1	S-110715	Wheeler R	3,495	$52,425	4/25/2007
2	S-110717	Seager N	5,186	$77,790	4/25/2007
3	S-111627	Lasky Lake	2,334	$35,010	09/27/2010
4	S-112322	Thick Lake	4,185	$62,775	09/09/2011
5	S-113960	Laszchuk	1,402	$21,030	5/25/2007
6	S-113961	Seager S	4,046	$60,690	5/25/2007
7	S-113962	Dunsmore	2,359	$35,385	5/25/2007
8	S-113963	Lav Creek	3,779	$56,685	4/25/2007
9	S-113964	Huston	1,622	$24,330	4/25/2007
			28,408	$426,120	

APPENDIX "B"

MATERIAL AGREEMENTS

The Material Agreements of the MMI are:

1. MMI Purchase/Option Agreement dated August 7, 2014. The terms are:
   (a) agreement between MRI (formerly Majesta Resources Inc.) and the MMI. The MMI was a subsidiary of HAI at the time;
   (b) MRI agreed to sell the MMI as 25% interest in the Original MRI Mineral Claims for the following consideration:
      (i) $300,000 into a segregated exploration work commitment fund;
      (ii) assumption of the debts owing by the MMI to Durama for qualifying expenditures made on the Original MRI Mineral Claims from September 30, 2013 to August 7, 2014;
      (iii) issuance of 2,000,000 common shares of HAI at a deemed price of $0.05 per common share;
      (iv) MRI to retain a 1.5% net smelter royalty;
      (v) the MMI could purchase the 1.5% net smelter royalty for fair market value; and
      (vi) MRI provided the MMI with an option to acquire the remaining 75% in the Original MRI Mineral Claims;
   (c) this was a related party agreement as Randy Studer is also the officer and director of MRI.
2. MMI Purchase/Option Amending Agreement #1. This was an agreement between MRI and the MMI dated August 8, 2014 which amended the option described in paragraph 2.7(1)(c)(vi) above. The option was amended by subsequent agreement.
3. Letter Agreement between HAI, MRI and the MMI dated August 14, 2014 which confirmed that the debts to be assumed to Durama under paragraph 2.7(1)(c)(ii) above was $100,000.
4. MMI Purchase/Option Amending Agreement #2 was an agreement between MRI and the MMI dated December 22, 2014 which amended the option described in paragraph 2.7(1)(c)(vi) above. The option was amended by subsequent agreement.
5. General Security Agreement between GJLPC and the MMI. The agreement was dated April 1, 2015 provided that GJLPC would have first charge over the assets of the MMI to any advances or debts owing by the MMI to GJLPC from time to time.
6. MMI Purchase/Option Amending Agreement #3. This was an agreement between MRI and the MMI dated July 15, 2015 which amended the option described in paragraph 2.7(1)(c)(vi) above. The option was amended by subsequent agreement.
7. Durama Shares for Debt Agreement #1. This was an agreement between Durama and the MMI dated July 17, 2015 which provided that the $100,000 assumed under the Purchase/Option Agreement (paragraph 2.7(1)(c)(ii) and 2.7(3)), would be converted into 666,666 Common Shares of the MMI ($0.15/share).
8. Durama Share for Debt Agreement #2. This was an agreement between Durama and the MMI dated July 15, 2015 which provided that the debt owing to Durama ($116,500 being 25% of the $466,000 – 2015 exploration expenses) would be converted into 775,000 Common Shares of the MMI ($0.15/shares).
9. MMI Purchase/Option Amending Agreement #4. This was an agreement between MRI and the MMI dated August 19, 2015 which amended the option described in paragraph 2.7(1)(c)(vi). The option was amended by subsequent agreement.
10. MMI Purchase/Option Amending Agreement #5. This was an agreement between MRI and the MMI dated October 21, 2015 which amended the option described in paragraph 2.7(1)(c)(vi). The consideration agreed upon for the 75% was $600,000 payable as follows:

(a) $450,000 by issuance of 3,000,000 Common Shares of the MMI (deemed price of $0.15/Common Share;

(b) assumption of the $113,000 loan to ACU (details of which is set out in paragraphs 12 and 13 of this section); and

(c) payment of $37,000 cash to Durama

11. Escrow Agreement dated October 21, 2015. The terms are:

(a) Wolff Leia as escrow agent, MMI and the MMI;

(b) MRI agreed that it would enter into a voluntary escrow agreement with respect to the 3,000,000 shares issued to MRI to acquire 75% on the basis that if the MMI's shares became listed on an exchange in Canada, such exchange would require such escrow. 1,000,000 shares have been released from escrow and the balance will be released as follows: 200,000 October 21, 2016; 450,000 April 21, 2017; 450,000 October 21, 2017; 450,000 April 21, 2018 and 450,000 October 21, 2018.

12. ACU/MRI Loan Agreement dated June 22, 2010. The terms are:

(a) agreement between ACU and MRI; and

(b) Demand loan secured by guarantee of Randy Studer and Durama and secured by land assets owned by Durama

13. ACU/MRI Loan Agreement Amendment #1 dated March 11, 2016. The terms are:

(a) agreement between ACU and MRI;

(b) due date - on demand and no later than March 11, 2017

14. Plan of Arrangement Agreement dated August 7, 2014 (as amended on December 22, 2014, July 5, 2015 and August 19, 2015) between the MMI and HAI which distributed common shares of the MMI to the shareholders of HAI, thereby creating two stand alone public entities. On October 21, 2015, the following events took place to complete the Plan of Arrangement:

(a) HAI effected a consolidation of its issued and outstanding common shares on a 4 old for 1 new basis on September 28, 2015;

(b) HAI completed a private placement of 1,200,000 units at $0.05 per unit for gross proceeds of $60,000. This took place effective September 30, 2015;

(c) MMI effected a share split of its 100 common shares issued and outstanding shares such that there were 4,783,705 common shares of MMI owned by HAI immediately prior to effecting the Plan of Arrangement;

(d) HAI exchanged the loan receivable due by MMI to HAI of $563,474 (which included the $300,000 advanced for exploration expenditures, the $100,000 for the 2,000,000 shares of HAI advanced to MRI and the $163,474 for soft costs) for 4,786,849 MMI Distribution Shares and assignment the $100,000 debt owing by HAI to Durama; and

(e) MMI issued 1 warrant for every 2.701 warrants held by HAI warrantholders. The expiry date is the same date as the HAI warrants. There were 6,036,000 HAI warrants and MMI issued 2,234,728 MMI warrants at an exercise price of $0.225 and an expiry date of October 21, 2020.

15. Durama 2016 Loan Agreement dated April 18, 2016. Durama lent MMI $19,200. The loan is repayable over 18 months at $1,200 per month. Interest is 15%. Monies to be repayable upon private placement completion (subject to rights of secured creditors).

16. MRI Assignment Agreement dated April 30, 2016 between MRI and Durama which provided that MRI assigned as full and final payment of all monies owing to Durama all of the benefits it expected to receive

from MMI in relation to the MMI Purchase/Option Agreement (as amended from time to time) including: (a) the receivable owing ($150,000); (b) MMI shares (3,092,559); and (c) the MRI-NRS.

17. Amendment to Warrant Terms. On May 6, 2016, the expiry date and the exercise price of the warrants granted upon the completion of the Plan of Arrangement were amended. The exercise price became $0.075. The expiry date became October 21, 2020.

18. Private Placement May 2016. The MMI entered into a subscription agreement with one purchaser to purchase 1,000,000 units at $0.05 per unit with each unit consisting of 1 Common Share and 1 common share purchase warrant entitling the holder to purchase 1 Common Share until May 6, 2018 at an exercise price of $0.075. The MMI also issued 100,000 common share purchase warrants to the finder who introduced the purchaser to the MMI entitling the holder to purchase 1 Common Share until May 6, 2018 at an exercise price of $0.075.

19. Option Agreements. September 26, 2016. The MMI entered into two option agreements with Gregory J. Leia and Randy Studer which would entitle each to acquire 1,000,000 common shares at an exercise price of $0.10 expiring September 26, 2021.

APPENDIX "C"

FIGURES

Figure 1

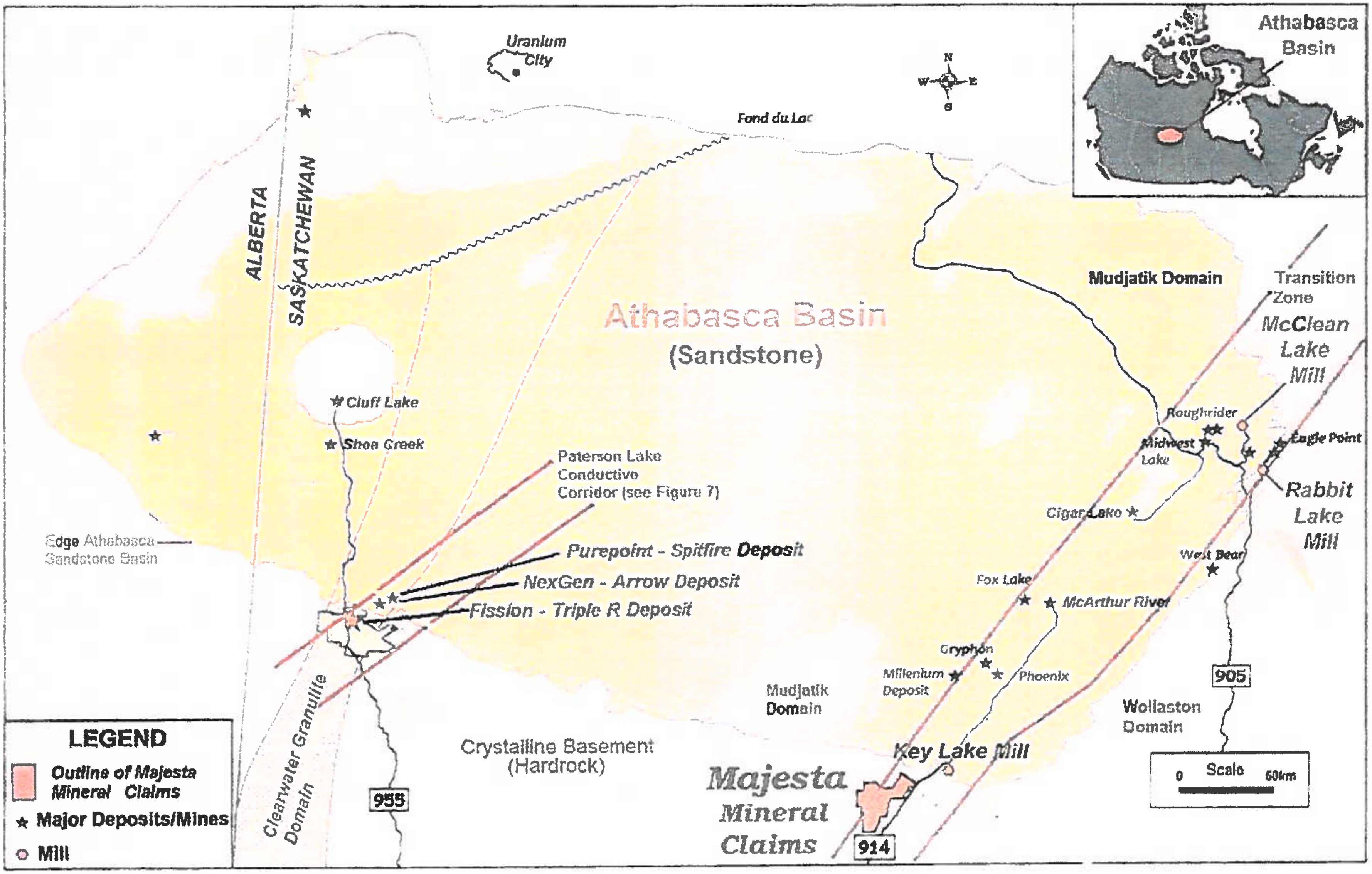
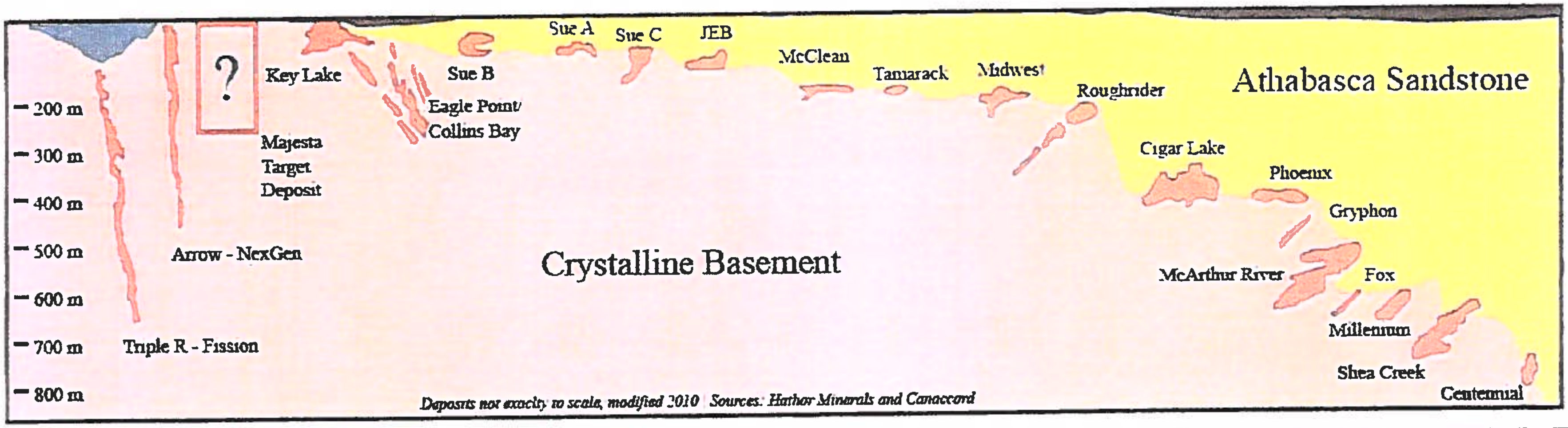

Athabasca Basin
(Sandstone)
Uranium City
Fond du Lac
N
W
E
S
Athabasca Basin
ALBERTA
SASKATCHEWAN
Cluff Lake
Shea Creek
Paterson Lake Conductive Corridor (see Figure 7)
Purepoint - Spitfire Deposit
NexGen - Arrow Deposit
Fission - Triple R Deposit
Edge Athabasca Sandstone Basin
Clearwater Granulite Domain
955
Crystalline Basement (Hardrock)
Mudjatik Domain
Majesta Mineral Claims
914
Key Lake Mill
Millenium Deposit
Gryphon
Phoenix
Fox Lake
McArthur River
Cigar Lake
Midwest
Lake
Roughrider
Eagle Point
Mudjatik Domain
Transition Zone
McClean Lake Mill
Rabbit Lake Mill
West Bear
905
Wollaston Domain
0
Scale
60km
LEGEND
Outline of Majesta Mineral Claims
Major Deposits/Mines
Mill

Figure 2

TARGET DEPOSIT MODEL OF MAJESTA MINERALS CLAIMS: Potential to host large tonnage, high grade, open pit mineable deposit and very very high grade, decline accessible, basement hosted deposits.



Unconformity						
Deposit Name	Discovery	Style	Depth meters	Ave grade	Size Mill lb U_3O_8	Status
Key Lake	1975	unconformity	Less than 200		0	Mined out
McLean Lake	1979	unconformity	Less than 200		0	Mined Out
Midwest	1978	unconformity	150-200		4 87	On Hold
Cigar Lake	1981	unconformity	350-450		235	Producing
McArthur River	1988	Now basement	500-650		345	Producing
Deposits Not Developed because Low Grade or Unconformity (at edge of sandstone)						
Deposit Name	Discovery	Style	Depth	Ave grade	size	Status
Millennium	2000	basement	625-700	[illegible]	75 9	On Hold
Phoenix		unconformity	425-450	19	70	Being Drilled
Shea Creek		basement	650-750	1 9	67	On hold
New Push – Very High Grade Basement Hosted – Eastern Athabasca Basin Near Key Lake Mill						
Deposit Name	Discovery	Style	Depth	Ave grade	size	Status
Gryphon	2015	basement	500-650+			Being Drilled
Fox Lake	2016	basement	650-700+			Being Drilled
New Push – Very High Grade Basement Hosted – Western Athabasca Basin						
Deposit Name	Discovery	Style	Depth	Ave grade	size	Status
Triple R	[illegible]	basement	100-700+			Being Drilled - PEA
Arrow	[illegible]	basement	100-600+			Being Drilled
[illegible]	[illegible]	basement				Being Drilled

Figure 3

Formation of sandstone hosted unconformity deposits + Basement Hosted deposits.

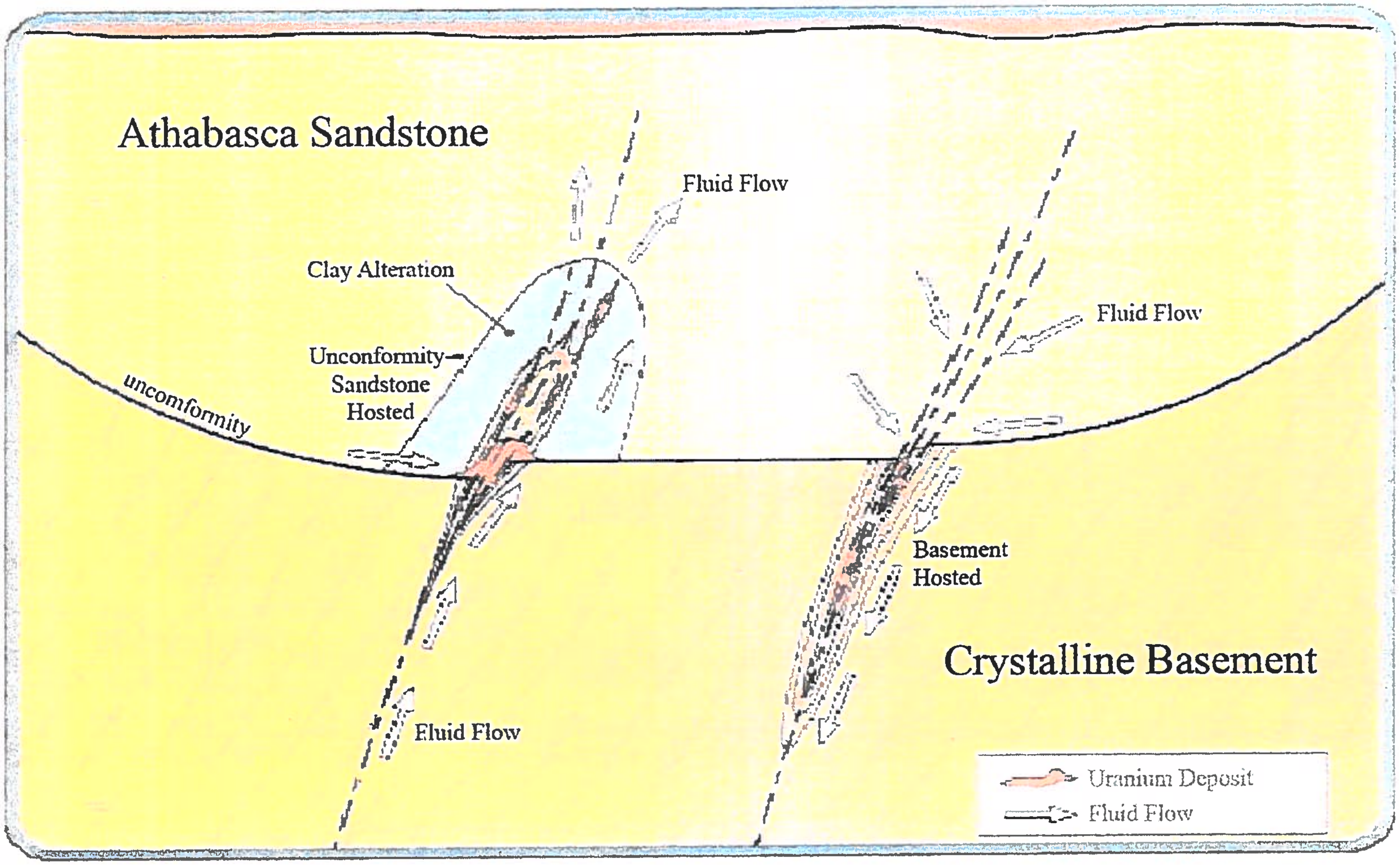


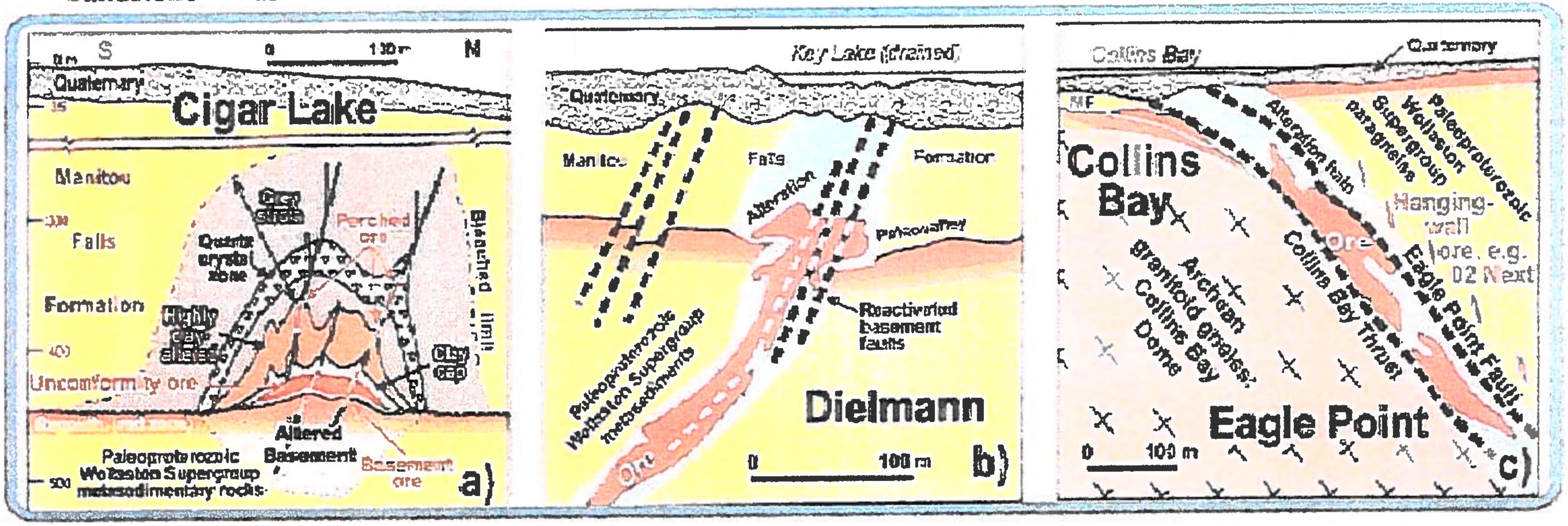
Figure 4

Basin Deposit Models

Sandstone ± Basement Hosted

Basement ± Sandstone Hosted

Basement Hosted



*From Jefferson et. al . 2007

Figure 5

TAKEAWAY: Majesta Mineral Claims cover rocks on trend with the Gaertner and Deilmann uranium mines along the extension of the Key Lake Fault and show the same magnetic signature.

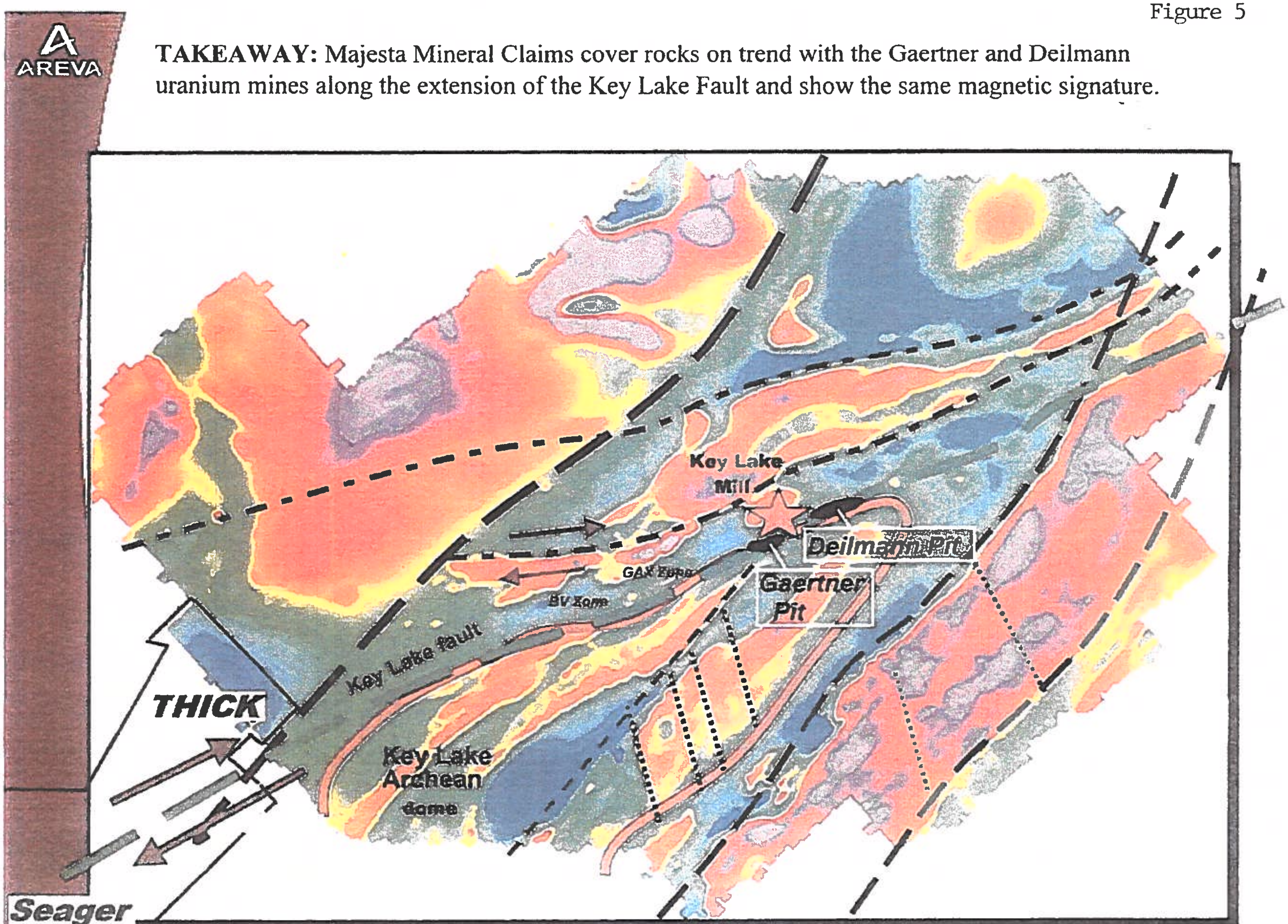


Figure 6

Key Lake Geology

TAKEAWAY: Majesta Mineral Claims cover rocks along the southwest edge of the Key Lake Archean dome and the Key Lake fault with same geological features, rock unit and geochemical signatures and only 11 km southwest of the Key Lake Uranium Mill.

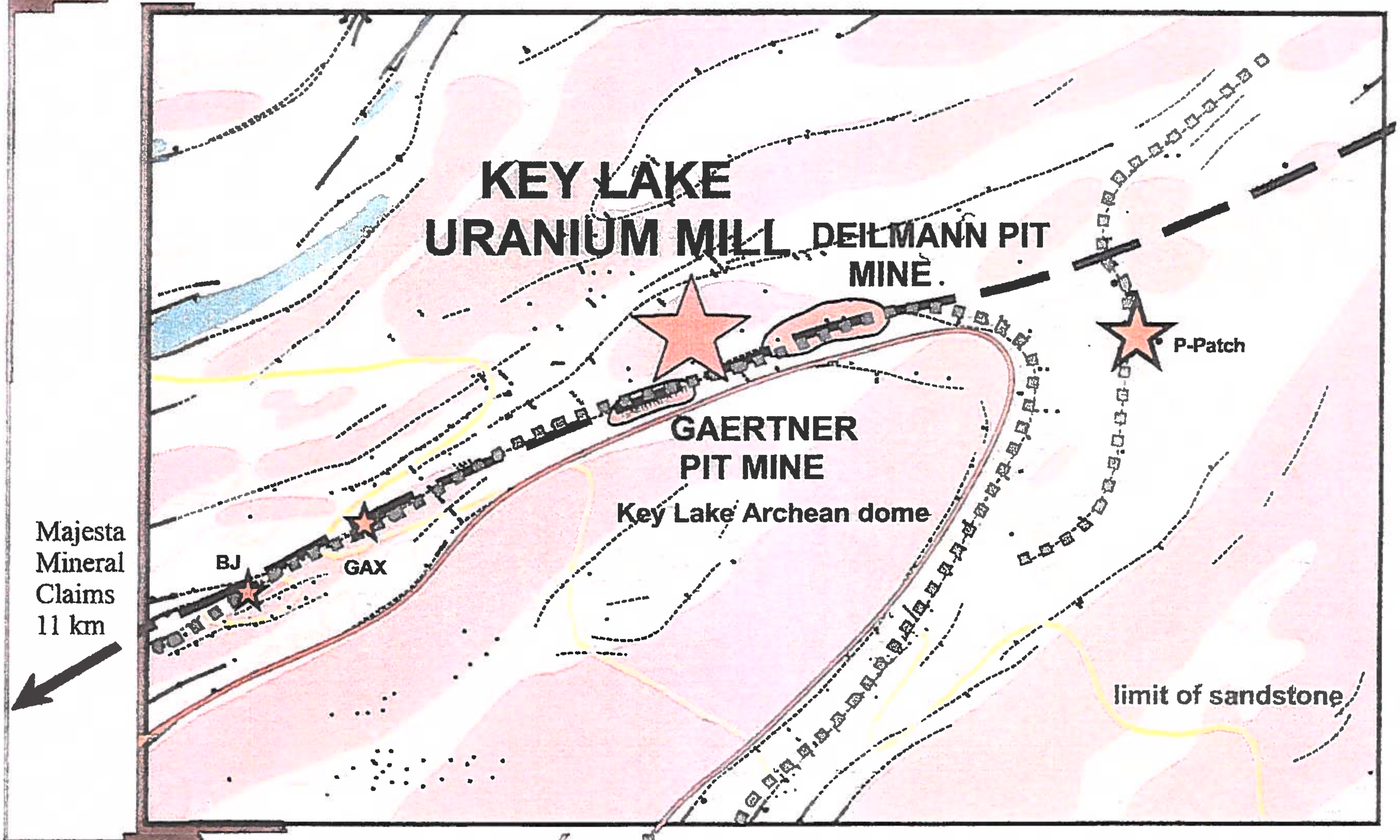
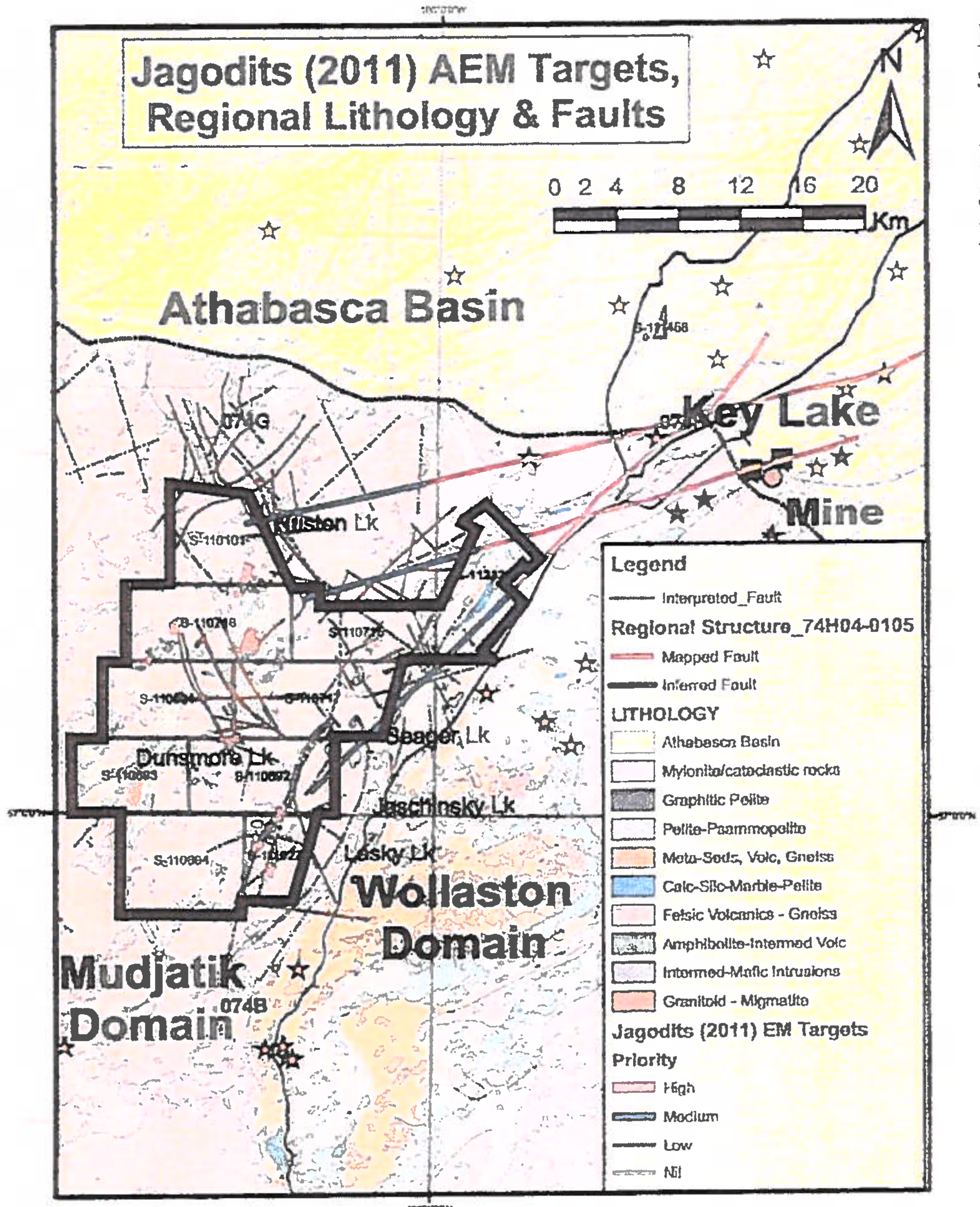


Figure 7



Majesta Mineral Claims shown by blacklines

Key Takeaway:
Same geologic structure as Key Lake Deposits

APPENDIX "D"

SECTION 191 ABCA

Shareholder's right to dissent

191(1) Subject to sections 192 and 242, a holder of shares of any class of a corporation may dissent if the corporation resolves to

(a) amend its articles under section 173 or 174 to add, change or remove any provisions restricting or constraining the issue or transfer of shares of that class,

(b) amend its articles under section 173 to add, change or remove any restrictions on the business or businesses that the corporation may carry on,

(b.1) amend its articles under section 173 to add or remove an express statement establishing the unlimited liability of shareholders as set out in section 15.2(1),

(c) amalgamate with another corporation, otherwise than under section 184 or 187,

(d) be continued under the laws of another jurisdiction under section 189, or

(e) sell, lease or exchange all or substantially all its property under section 190.

(2) A holder of shares of any class or series of shares entitled to vote under section 176, other than section 176(1)(a), may dissent if the corporation resolves to amend its articles in a manner described in that section.

(3) In addition to any other right the shareholder may have, but subject to subsection (20), a shareholder entitled to dissent under this section and who complies with this section is entitled to be paid by the corporation the fair value of the shares held by the shareholder in respect of which the shareholder dissents, determined as of the close of business on the last business day before the day on which the resolution from which the shareholder dissents was adopted.

(4) A dissenting shareholder may only claim under this section with respect to all the shares of a class held by the shareholder or on behalf of any one beneficial owner and registered in the name of the dissenting shareholder.

(5) A dissenting shareholder shall send to the corporation a written objection to a resolution referred to in subsection (1) or (2)

(a) at or before any meeting of shareholders at which the resolution is to be voted on, or

(b) if the corporation did not send notice to the shareholder of the purpose of the meeting or of the shareholder's right to dissent, within a reasonable time after the shareholder learns that the resolution was adopted and of the shareholder's right to dissent.

(6) An application may be made to the Court after the adoption of a resolution referred to in subsection (1) or (2),

(a) by the corporation, or

(b) by a shareholder if the shareholder has sent an objection to the corporation under subsection (5),

to fix the fair value in accordance with subsection (3) of the shares of a shareholder who dissents under this section, or to fix the time at which a shareholder of an unlimited liability corporation who dissents under this section ceases to become liable for any new liability, act or default of the unlimited liability corporation.

(7) If an application is made under subsection (6), the corporation shall, unless the Court otherwise orders, send to each dissenting shareholder a written offer to pay the shareholder an amount considered by the directors to be the fair value of the shares.

(8) Unless the Court otherwise orders, an offer referred to in subsection (7) shall be sent to each dissenting shareholder

(a) at least 10 days before the date on which the application is returnable, if the corporation is the applicant, or

(b) within 10 days after the corporation is served with a copy of the application, if a shareholder is the applicant.

(9) Every offer made under subsection (7) shall

(a) be made on the same terms, and

(b) contain or be accompanied with a statement showing how the fair value was determined.

(10) A dissenting shareholder may make an agreement with the corporation for the purchase of the shareholder's shares by the corporation, in the amount of the corporation's offer under subsection (7) or otherwise, at any time before the Court pronounces an order fixing the fair value of the shares.

(11) A dissenting shareholder

(a) is not required to give security for costs in respect of an application under subsection (6), and

(b) except in special circumstances must not be required to pay the costs of the application or appraisal.

(12) In connection with an application under subsection (6), the Court may give directions for

(a) joining as parties all dissenting shareholders whose shares have not been purchased by the corporation and for the representation of dissenting shareholders who, in the opinion of the Court, are in need of representation,

(b) the trial of issues and interlocutory matters, including pleadings and questioning under Part 5 of the *Alberta Rules of Court*,

(c) the payment to the shareholder of all or part of the sum offered by the corporation for the shares,

(d) the deposit of the share certificates with the Court or with the corporation or its transfer agent,

(e) the appointment and payment of independent appraisers, and the procedures to be followed by them,

(f) the service of documents, and

(g) the burden of proof on the parties.

(13) On an application under subsection (6), the Court shall make an order

(a) fixing the fair value of the shares in accordance with subsection (3) of all dissenting shareholders who are parties to the application,

(b) giving judgment in that amount against the corporation and in favour of each of those dissenting shareholders,

(c) fixing the time within which the corporation must pay that amount to a shareholder, and

(d) fixing the time at which a dissenting shareholder of an unlimited liability corporation ceases to become liable for any new liability, act or default of the unlimited liability corporation.

(14) On

(a) the action approved by the resolution from which the shareholder dissents becoming effective,

(b) the making of an agreement under subsection (10) between the corporation and the dissenting shareholder as to the payment to be made by the corporation for the shareholder's shares, whether by the acceptance of the corporation's offer under subsection (7) or otherwise, or

(c) the pronouncement of an order under subsection (13),

whichever first occurs, the shareholder ceases to have any rights as a shareholder other than the right to be paid the fair value of the shareholder's shares in the amount agreed to between the corporation and the shareholder or in the amount of the judgment, as the case may be.

(15) Subsection (14)(a) does not apply to a shareholder referred to in subsection (5)(b).

(16) Until one of the events mentioned in subsection (14) occurs,

(a) the shareholder may withdraw the shareholder's dissent, or

(b) the corporation may rescind the resolution,

and in either event proceedings under this section shall be discontinued.

(17) The Court may in its discretion allow a reasonable rate of interest on the amount payable to each dissenting shareholder, from the date on which the shareholder ceases to have any rights as a shareholder by reason of subsection (14) until the date of payment.

(18) If subsection (20) applies, the corporation shall, within 10 days after

(a) the pronouncement of an order under subsection (13), or

(b) the making of an agreement between the shareholder and the corporation as to the payment to be made for the shareholder's shares,

notify each dissenting shareholder that it is unable lawfully to pay dissenting shareholders for their shares.

(19) Notwithstanding that a judgment has been given in favour of a dissenting shareholder under subsection (13)(b), if subsection (20) applies, the dissenting shareholder, by written notice delivered to the corporation within 30 days after receiving the notice under subsection (18), may withdraw the shareholder's notice of objection, in which case the corporation is deemed to consent to the withdrawal and the shareholder is reinstated to the shareholder's full rights as a shareholder, failing which the shareholder retains a status as a claimant against the corporation, to be paid as soon as the corporation is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the corporation but in priority to its shareholders.

(20) A corporation shall not make a payment to a dissenting shareholder under this section if there are reasonable grounds for believing that

(a) the corporation is or would after the payment be unable to pay its liabilities as they become due, or

(b) the realizable value of the corporation's assets would by reason of the payment be less than the aggregate of its liabilities.

RSA 2000 cB-9 s191;2005 c40 s7;2009 c53 s30

Appendix "E"

MAJESTA MINERALS INC.

Financial Statements

For the Nine Month Period Ended September 30, 2017

(Unaudited)

MAJESTA MINERALS INC.
Index to Financial Statements
For the Nine Month Period Ended September 30, 2017

NOTICE OF NO AUDITORS' REVIEW OF INTERIM FINANCIAL STATEMENTS

Under National Instrument 51-102, Part 4, subsection 4.3(3)(a), if an auditor has not performed a review of the interim financial statements they must be accompanied by a notice indicating that the financial statements have not been reviewed by an auditor.

The accompanying unaudited interim financial statements of Majesta Minerals Inc. have been prepared by and are the responsibility of the Company's management. The Company's independent auditor has not performed a review of these financial statements in accordance with standards established by the Canadian Institute of Chartered Accountants for a review of interim financial statements by an entity's auditors.

Calgary, Alberta
November 29, 2017

MAJESTA MINERALS INC.
Statement of Financial Position as at December 31, 2016 and September 30, 2017

	September 30, 2017		December 31, 2016	
Assets				
Current				
Cash	$	100	$	100
Exploration and evaluation assets (Note 4)		1,387,907		1,387,907
Total Assets	$	1,388,007	$	1,388,007
Liabilities and Shareholders' Equity				
Current				
Accounts payable and accrued liabilities (Note 5)	$	167,342	$	119,980
Due to related parties (Note 6 and Note 12)		225,849		186,793
Total Liabilities	$	393,191	$	306,773
Shareholders' Equity				
Share capital (Note 8)	$	1,213,142	$	1,213,142
Contributed surplus (Note 9)		97,863		97,863
Deficit		(316,189)		(229,771)
		994,816		1,081,234
	$	1,388,007	$	1,388,007

ON BEHALF OF THE BOARD
Signed "Randy Studer" Director
Randy Studer Director

The accompanying notes are an integral part of these financial statements.

MAJESTA MINERALS INC.
Statement of Comprehensive Loss
For the Nine Month Period Ended September 30, 2016 and 2017

	THREE MONTHS ENDED		NINE MONTHS ENDED	
	Sept 30, 2017	Sept 30, 2016	Sept 30, 2017	Sept 30, 2016
Expenses				
Exploration Expenses (see below)				
Stock-based compensation		$ ----	-	$ 35,931
Interest expense	$ 1,980	----	$ 7,380	9,660
Professional fees	0	-----	48,100	141,479
Other G & A	6,890	------	30,938	
	$ 8,870	-------	$ 86,418	187,070
Comprehensive loss	$ (8,870)	$ --------	$ (86,418)	$ (187,070)
Loss per share (basic and diluted)	$ 0.00	$ ---	$ (0.00)	$ (0.02)
Weighted average number of shares outstanding	10,228,256	9,825,416	10,228,256	9,825,416

Exploration expenses were incurred on behalf of the Company by Durama Enterprises Limited ("**Durama**"), a non arms length party. Some of expenses were incurred in the period ended September 30, 2017 and some were incurred after the end of the period. These exploration expenses have not been billed to the Company by Durama. It is likely there will be a prior period adjustment when the exploration expenses are billed.

The accompanying notes are an integral part of these financial statements.

MAJESTA MINERALS INC.
Statement of Changes in Shareholders' Equity
For the Year Ended December 31, 2016 and Nine Month Period Ended September 30, 2017

	Common shares	Share capital	Contributed surplus	Deficit	Total equity
Balances at December 31, 2015	9,228,156	$1,208,640	$21,434	$(42,701)	$ 1,187,373
Shares issued during the year	1,000,000	45,000			45,000
Warrants issued during the year		(23,509)	23,509		-
Modification of warrants		(16,989)	16,989		-
Options issued during the year		0	35,931		35,931
Comprehensive loss for the year		0		(187,070)	(187,070)
Balances at December 31, 2016	10,228,156	$1,213,142	$97,863	$229,771	$ 1,081,234
Transaction to end of nine month period ended September 30, 2017					
Shares issued during the period	-----				
Cancellation of shares during period	------				
Warrants issued during the period	------				
Comprehensive loss for the period				(86,418)	(86,418)
Balances at September 30, 2017	10,226,156	$1,213,142	$97,863		$ 994,816

The accompanying notes are an integral part of these financial statements.

MAJESTA MINERALS INC.
Statement of Cash Flows
For the Nine Month Period Ended September 30, 2016

		September 30, 2017		September 30, 2016
Operating activities				
Comprehensive loss	$	(86,418)	$	(76,640)
Change in non-cash working capital				
Accounts payable		86,418		10,640
Cash flow from operating activities				
Financing activity				50,000
Proceeds from issuance of common shares				
Proceeds from loans			$	19,000
Increase in cash flow		----		----
Cash and cash equivalents – beginning of year		100		100
Cash and cash equivalents – end of year		100		100
Cash flow supplementary information	$	-	$	--
Interest received		-		-
Interest paid		$		$
Income taxes paid		$		$

The accompanying notes are an integral part of these financial statements.

MAJESTA MINERALS INC.
Financial Statements
For the None Month Period Ended September 30, 2017

1. Nature of operations

Majesta Minerals Inc. ("MMI" or the "Company") was incorporated on August 6, 2014 under the laws of the Province of Alberta as 1839579 Alberta Ltd. The Company changed its name on December 22, 2014 from 1839579 Alberta Ltd. to Majesta Mineral Inc. MMI is engaged in the business of mineral exploration. The Company was a wholly owned subsidiary of Hodgins Auctioneers Inc. ("**HAI**") until HAI distributed the common shares of MMI to the shareholders of HAI pursuant to a plan of arrangement which became effective October 21, 2015. The principal and registered office of the Company is located at 203, 221 — 10th Avenue SE Calgary, Alberta.

The Board of Directors approved the financial statements on November 29, 2017.

2. Going concern

These financial statements have been prepared on the basis of accounting principles applicable to a going concern. The use of these principles assumes that MMI will continue in operation for the foreseeable future and will be able to realize assets and discharge its liabilities in the normal course of operations. The exploration of the properties owned by MMI has not commenced. As such, it is unknown whether the properties contain reserves that are economically recoverable. As at September 30, 2017, the Company has a working capital deficiency of $393,091 (2016 - $ 222,241) and expects to incur further operating losses, which casts significant doubt about MMI's ability to continue as a going concern. Exploration expenses were incurred by Durama during the six month period an after the six month period. These expenses have not been billed by Durama. Management expects to raise capital required to meet its drilling and working capital commitments through a private placement (See Note 12). The Company needs to raise this capital to ensure it meets upcoming obligations. Therefore, the Company's continuance as a going concern is dependent on its ability to obtain adequate financing and profitable levels of operations. It is not possible to predict whether financing efforts will be successful or if the Company will attain profitable levels of operation.

If the going concern assumption was not used then the adjustments required to report the Company's assets and liabilities on a liquidation basis could be material to these financial statements.

3. Basis of Presentation

Statement of compliance:

These consolidated financial statements have been prepared in accordance with International Financial Reporting Standards ("**IFRS**") issued by the International Accounting Standards Board ("**IASB**") and International Financial Reporting Interpretations Committee ("**IFRIC**").

The Company has reviewed the following new and revised accounting pronouncements that have been issued but are not yet effective and determined that the following may have an impact on the Company's financial statements:

(a) IFRS 15 Revenue from Contracts with Customers:

As of January 1, 2018, the Company will be required to adopt IFRS 15 Revenue from Contracts with Customers. The new standard replaces IAS 11 Construction Contracts; IAS 18 Revenue, IFRIC 13 Customer Loyalty Programs, IFRIC 15 Agreements for the Construction of Real Estate, IFRIC 18 Transfers of Assets from Customers and SIC 31 Revenue-Barter Transactions Involving Advertising Services. The new standard dictates the recognition and measurement requirements for reporting the nature, amount, timing and uncertainty of revenue resulting from an entity's contracts with customers. As of December 31, 2016, the Company is still determining the impact that the adoption of this standard will have on its financial statements.

(b) IFRS 9 Financial Instruments:

As of January 1, 2018, the Company will be required to adopt IFRS 9 Financial Instruments, which is the result of the first phase of the IASB project to replace IAS 39 Financial Instruments: Recognition and Measurement. The new standard replaces the current multiple classification and measurement models for financial assets and liabilities with a single model that has two classification categories: amortized cost and fair value. In addition, updates have also been applied surrounding hedge accounting requirements which are now more aligned with an entity's risk management activities. As of December 31, 2016, the Company is still determining the impact that the adoption of this standard will have on its financial statements.

(c) IFRS 16 Leases:

As of January 1, 2019, the Company will be required to adopt IFRS 16 Leases, which will replace IFRS 17 Leases. For lessees applying the new standard, a single recognition and measurement model for leases would apply, with required recognition of assets and liabilities for most leases. As of December 31, 2016, the Company is still determining the impact that the adoption of this standard will have on its financial statements.

4. Exploration and Evaluation Assets

Pursuant to the terms of the Purchase/Option Agreement ("**Purchase/Option Agreement**") dated August 7, 2014 (as amended) between MMI, MRI Holdings Ltd. (formerly Majesta Resources Inc.) ("**MRI**") and HAI (parent of MMI at the time) the following consideration was paid by MMI and HAI to MRI to acquire 25% interest in 9 mineral claims ("**Key Lake South West Mineral Claims**") on August 8, 2014:

Nature of Transaction	Interest in Majesta Mineral Claims	Assumption of Debt to Durama Enterprises Limited	Cash	Common Shares of HAI at $0.05	Exploration Work Commitments	Total
Purchase	25%	$100,000	$NIL	$100,000	$300,000	$500,000

The common shares issued by HAI to purchase the 25% interest in the Key Lake South West Mineral Claims were settled on October 21, 2015.

MRI was the operator from August 8, 2014 to October 21, 2015 when MMI acquired the remaining undivided 75% interest. Pursuant to the Purchase/Option Amendment #5 Agreement, MMI acquired remaining 75% of interest in the Key Lake South West Mineral Claims from MRI for the sum of $600,000 payable by (a) promissory note of $150,000; and (b) $450,000 paid by issuance of 3,000,000 common shares at price of $0.15/common share. MRI retained a 1.5 per cent Net Smelter Royalty which could be purchased for fair market value.

The exploration and evaluation assets are presented below:

December 31, 2014	$ 400,000
Costs related to acquisition	263,474
Purchase of 75% WI In Key Lake South West Mineral Claims	600,000
Exploration costs incurred during the year	116,500
December 31, 2015	1,379,974
Exploration costs incurred during 2016	7,933
December 31, 2016	$ 1,387,907
Exploration costs to September 30, 2017 have not been billed to Company	

The Company is currently exploring opportunities to obtain equity financing in order to conduct drilling activities on its Key Lake South West Mineral Claims (See Note 12). No indicators of impairment were determined to exist on exploration and evaluation assets at September 30, 2017.

5. Accounts Payable and Accrued Liabilities

Accounts payable and accrued liabilities consist of the following:

	September 30, 2017	December 31, 2016
Other	$ ---	$ 20,740
Legal fees	167,342	99,240
	$ 167,342	$ 119,980

The legal fees owing to a significant shareholder is secured by a general security agreement charging all the assets of MMI. Legal fees of $48,100 were billed for nine month period ended September 30, 2017.

6. Related party transactions

The Purchase/Option Agreement is a related party transaction as MMI acquired a 100% interest in the Key Lake South West Mineral Claims from MRI. Randy Studer became an officer of MMI on August 8, 2014. Randy Studer is a shareholder, director and officer of MRI. Consulting fees paid to Durama are related party transactions. Randy Studer is a shareholder, director and officer of Durama.

As of October 21, 2015, the debt owing by MMI to HAI was $563,474 plus the $100,000 owing to Durama (as part of the acquisition of the 25% WI in the Key Lake South West Mineral Claims). The indebtedness owing to HAI was non-interest bearing, unsecured and due upon completion of the plan of arrangement. See Note 9. Upon completion of the plan of arrangement on October 21, 2015 the HAI debt was exchanged for MMI common shares. The $100,000 debt owing to Durama was exchanged for 666,666 common shares of MMI. In 2015, MMI incurred debts of $116,500 to Durama for its share of JV billings for 2015 related to the Key Lake South West Mineral Claims. On October 21, 2015, Durama exchanged the $116,500 debt for 775,000 common shares at a deemed price of $0.15/share.

MMI has exercised its option to purchase an additional 75% undivided right, title and interest in the Key Lake South West Mineral Claims from MRI by providing the following payments assumption of $150,000 of debt and issuance of 3,000,000 common shares at $0.15/share. As of June 30, 2017 the $150,000 of debt is still outstanding. Of the total loans, $113,250 is due on demand and is charged at a rate of prime + 4.00%. The remaining loan of $36,750 is repayable on demand with no interest charged.

On April 18, 2016, Durama provided a loan to the Company for $19,200 to assist in payment of operating expenses. The loan is to be repaid in monthly blended payments of $1,200. The loan is subject to interest at 15% per annum. As at June 30, 2017, no repayments have been made on the loan.

These transactions are in the normal course of operations and are measured at amortized cost using the effective interest method. Interest expense of $7,380 (2016 - $1,944) has been accrued and is payable to Durama at June 30, 2017. Exploration and evaluation costs of $7,933 were paid by Durama during the year ended December 31, 2016 (See Note 4). Durama has incurred exploration expenses as at September 30, 2017 but has not invoiced the Company. Durama advanced $7,380 in third quarter.

Share options issued during the year were issued to Randy Studer (1,000,000) and a significant shareholder (1,000,000) of the Company (See Note 8).

7. Plan of Arrangement

On August 7, 2014, MMI entered into an arrangement agreement (which included a plan of arrangement) to acquire certain assets from HAI. The plan of arrangement and arrangement agreement was amended on December 22, 2014, July 15, 2015 and August 19, 2015. The transaction was completed on October 21, 2015. Under the arrangement each shareholder of HAI received one (1) common share of MMI for every 2.701 common shares of HAI (issued and outstanding on October 21, 2015) in the aggregate of 4,786,490 MMI common shares at a deemed price of $0.0001 per MMI common share. Under the arrangement each warrant holder of HAI received one (1) warrant of MMI for every 2.701 warrants held in HAI. MMI issued 2,234,727 MMI warrants with an exercise price of $0.225 and an expiry date of October 21, 2017. Under the Plan for every 2.701 options of HAI, MMI would grant 1 MMI option. There were no outstanding options of HAI as of October 21, 2015 and no MMI options were granted.

8. Share capital

Authorized:
Unlimited Common voting shares
Unlimited Preferred non-voting shares

Issued:

	2017	2016
10,228,156 Common shares	$1,213,142	$1,208,640

	2017		2016	
Common shares	Shares	Amount	Shares	Amount
Shares outstanding at the beginning of the period	9,228,256	$ 1,208,640	100	$ 100
Issued	1,000,000	21,491	9,228,156	1,208,540
Modification of share purchase warrants (See Note 9)		(16,989)		
Shares outstanding at the end of the period	10,228,256	$1,213,142	9,228,256	$1,208,640

There were no shares issued in the nine month period ended September 30, 2017.

In 2015, common shares were issued to acquire the remaining undivided 75% interest in the Key Lake South West Mineral Claims and to settle the outstanding loans with the parent and related parties.

On May 27, 2016, via a non-brokered private placement, the Company issued 1,000,000 units, each consisting of 1 common share and 1 common share purchase warrant, for aggregate proceeds of $50,000. Finders' fees associated with the issuance of $5,000 have been accounted for as a deduction from equity. The balance of proceeds have been used to reduce amounts payable to the Company's legal firm.

In addition to the 1,000,000 units issued, a further 100,000 common share purchase warrants were also issued (See Note 9). The value attributed to the share purchase warrants was $23,509 and has been recorded to contributed surplus.

9. Contributed surplus

The Company's contributed surplus consists of value assigned to issued warrants and options.
The fair values of each option or warrant are established using the Black-Scholes option valuation model. The assumptions used in calculating the fair value of the options are:

Risk-free interest rate Expected volatility	1.00%
Expected dividend yield	100.00%
	0.00%

The following table reflects stock option activity from January 1, 2017 to September 30, 2017 and the weighted average exercise price.

	Number	Weighted average exercise price December 31, 2016 ($)	Number	Weighted average exercise price September 30, 2017 ($)
Outstanding at beginning of period	-	-	2,000,000	$0.05
Issued	2,000,000	0.10	-	-
Outstanding at end of period	2,000,000	0.10	2,000,000	$0.05
Year to Expiry				1.50

Effective April 1, 2017, the exercise prices of 2,000,000 of the Company's outstanding stock options were modified from $0.10 to $0.05 per option.

The option exercise price was amended on March 31, 2017. No adjustment to contributed surplus was made. Option pricing models require the input of highly subjective assumptions including the expected price volatility. Expected volatility considers the historical volatility of the Company's shares and any other features of the option grant that may impact the measurement of fair value such as market conditions. Change in the subjective input assumptions can materially affect the fair value estimate, and therefore the existing models do not necessarily provide a reliable single measure of the fair value of the Company's stock options.

The following table reflects share purchase warrants activity from January 1, 2016 to September 30, 2017 and the weighted average exercise price.

	Number	Weighted average exercise price December 31, 2016 ($)	Number	Weighted average exercise price September 30, 2017 ($)
Outstanding at beginning of 2016	2,234,727	0.225	-	-
Modification of 2015 warrants	2,234,727	0.075	3,234,727	0.05
Issued	1,100,000	0.075		
Outstanding at end of period	3,334,727	0.75	3,234,727	0.05

Details of warrants outstanding at September 30, 2017:

Year	Exercise price ($)	Number	Years to expiry
2015	0.05	2,234,727	0.61
2016	0.05	1,100,000	1.20
		3,334,727	

On May 18, 2016, the exercise prices of the 2,234,727 warrants issued in 2015 were modified to $0.075 per warrant. All other terms remained unchanged. The difference in value has been accounted for as a movement in shareholders' equity. The exercise price of all warrants was amended to $0.05 on March 31, 2017. No adjustment to contributed surplus was made. Pursuant to the Plan of Arrangement, each warrant holder of HAI received one (1) warrant of MMI for every 2.701 warrants held in HAI. MMI issued 2,234,727 MMI warrants with an exercise price of $0.225 and an expiry date of October 21, 2017. As a result of financing completed in 2015, there were 2,234,727 warrants valued at $21,434 outstanding as of December 31, 2015.

10. Income Tax

The income tax provision recorded differs from income tax rate of 27% (2015 - 26%) to the income
the income tax obtained by applying the statutory for the year and is reconciled as follows:

	December 31, 2016	December 31, 2015
Comprehensive loss	$ (187,070)	$ (29,376)
Effective tax rate	27.00%	26.00%
Expected income tax expense (recovery)	(50,509)	(7,638)
Non-deductible items	9,701	
Change in future tax rates		(294)
	(40,808)	(7,931)
Unrecognized deferred income tax	(40,808)	7,931
Deferred income tax expense	-	$
Non capital loss carried forward	$ 53,417	$ 12,609
Unrecognized deferred income tax asset	(53,417)	(12,609)
Deferred income tax asset	$ -	$ -

As of December 31, 2016 the Company has incurred losses of $53,417 for tax purposes which are available to reduce future taxable income. The losses will expire as follows:

2034	$ 4,678
2035	7,931
2036	40,808
	$ 53.417

11. Capital Management

The Company's objective in managing capital is to ensure continuity as a going concern and to safeguard its ability to continue its acquisition of the mineral rights and carry out exploration programs. The Company manages its capital structure and makes adjustment to it in light of changes in economic conditions and the risk characteristics of the underlying assets. In order to maintain or adjust the capital structure, the Company may issue new shares and acquire or sell investments they hold to improve its financial performance and flexibility.

The Company defines its capital as its shareholders' equity. As needed, the Company is expected to raise funds through private placements or other equity financing. The Company does not utilize long term debt as the Company does not currently generate operating revenues.

12. Commitments

As of September 30, 2017, the Company has exploration filing commitments related to its mineral leases of $81,720 for balance of 2017 if it wished to maintain claim S-111627 and S-112322. These are optional commitments. In addition, the Company would have to spend $426,120 in 2018 to maintain all of its claims.

Entity	Claim Number	Old claim number	Claim Name	Size (Ha)	Annual Assessment	Staking Date	Anniversary Date	Protected to date
1	S-113964	S-110101	Huston	1622	$24,330.00	4/25/2007	4/24/2017	7/22/2018
2	S-110715		Wheeler R	3,495	$52,425.00	4/25/2007	4/24/2017	7/22/2018
3	S-113963	5-110716	Lay Creek	3,779	$56,685.00	4/25/2007	4/24/2017	7/22/2018
4	S-110717		Seeger N	5,186	$77,790.00	4/25/2007	4/24/2017	7/22/2018
5	S-113962	S-110891	Dunsmore	2,359	$35,385.00	5/25/2007	5/24/2017	8/22/2018
6	S-113961	8-110892	Seager S	4,046	$60,690	5/25/2007	5/24/2017	8/22/2018
7	S-113960	8-110894	Laszchuk	1,402	$21,030	5/25/2007	5/24/2017	8/22/2018
8	S-111627		Lasky Lake	2,334	$35,010	9/27/2010	9/24/2017	12/24/2017
9	S-112322		Thick Lake	4,185	$62,775	9/09/2011	9/08/17	12/06/2017
				28,408	$426,120			

Exploration expenses incurred in 2017 have not been billed and certain exploration expenses may not have been filed with the Government of Saskatchewan and this may impact the figures set out above.

MMI is seeking to raise $800,000 by the sale of 8,000,000 common shares at $0.05 per common share ($400,000) and 5,000,000 units at $0.05 per unit ($400,000). Each unit shall consist of one MMI common share and one MMI common share purchase warrant. Each full warrant shall entitle the holder to purchase 1 MMI common share at any time within 1 year of issuance for $0.075 per MMI common share.

The funds are expected to be used to pay for the drilling and testing for uranium anomalies of its mineral claims which are located approximately 18 kilometres south west of the Key Lake uranium mine. Certain of the mineral claims require posting of a performance bond by the dates set out below in order to maintain the status of the claims.