

JOINT NOTICE OF MEETING

AND

JOINT MANAGEMENT INFORMATION CIRCULAR

FOR

**A SPECIAL MEETING OF THE SHAREHOLDERS OF
NEO LITHIUM CORP.**

AND

**AN ANNUAL AND SPECIAL MEETING OF THE SHAREHOLDERS OF
POCML 3 INC.**

DATED AS OF JUNE 13, 2016

***NEITHER THE TSX VENTURE EXCHANGE NOR ANY SECURITIES REGULATORY AUTHORITY HAS
IN ANY WAY PASSED UPON THE MERITS OF THE TRANSACTIONS DESCRIBED IN THIS JOINT
MANAGEMENT INFORMATION CIRCULAR.***

POCML 3 INC.

**130 King Street West, Suite 2210
Toronto, Ontario
M5X 1E4**

NOTICE OF ANNUAL AND SPECIAL MEETING

NOTICE IS HEREBY GIVEN THAT an annual and special meeting of the shareholders (the “**POCML Meeting**”) of POCML 3 Inc. (“**POCML**”) will be held at 2100 Scotia Plaza, 40 King Street West, Toronto, Ontario, M5H 3C2, on July 12, 2016, at the hour of 10:00 a.m. (Toronto time), for the following purposes:

1. to receive and consider the financial statements of POCML for the fiscal year ended July 31, 2015, together with the report of the auditors thereon;
2. to elect directors;
3. to appoint auditors and to authorize the directors to fix their remuneration and to affirm the appointment of auditors for the fiscal year ended July 31, 2015;
4. to consider and, if thought advisable, approve an ordinary resolution ratifying and confirming the POCML Option Plan, a copy of which is attached as Schedule “L” to the accompanying joint management information circular of POCML and Neo Lithium Corp. (“**Neo Lithium**”) dated June 13, 2016 (the “**Information Circular**”);
5. to consider and, if thought advisable, approve an ordinary resolution ratifying and confirming the grant of an aggregate of 700,000 POCML stock options to acquire POCML voting common shares to certain eligible plan participants, as previously approved by the board of POCML subject to shareholder approval, under the POCML Option Plan and as more particularly described in the Information Circular;
6. to consider, and, if deemed appropriate, to pass with or without variation a special resolution authorizing the consolidation of the issued and outstanding common shares of POCML on the basis of 0.91 of one “new” common share for every one “old” common share then outstanding, as more particularly described in the Information Circular, substantially in the form of resolution set forth in Schedule “E” to the Information Circular;
7. to consider and, if thought advisable, approve, with or without variation, a special resolution (the “**POCML Amalgamation Resolution**”) authorizing the amalgamation of POCML with Neo Lithium, resulting in the business combination of POCML and Neo Lithium, all on the terms and subject to the conditions contained in a Master Agreement dated as of April 8, 2016 between POCML and Neo Lithium, as amended, a copy of which is attached as Schedule “G” to the Information Circular, all as more particularly set forth in the Information Circular, substantially in the form of resolution set forth in Schedule “F” to the Information Circular; and
8. to transact such further or other business as may properly come before the POCML Meeting and any adjournments thereof.

AND TAKE NOTICE that registered shareholders of POCML who dissent in respect of the **POCML Amalgamation Resolution** in accordance with Section 185 of the *Business Corporations Act* (Ontario) (the “**OBCA**”) will be entitled to be paid the fair value of their shares in accordance with Section 185 of the OBCA. Strict compliance with the provisions of Section 185 of the OBCA will be required in order to exercise such rights of dissent. See “Dissent Rights to the POCML Amalgamation Resolution for POCML Shareholders” under the heading “Rights of Dissenting Shareholders” in the accompanying Information Circular for a summary of the procedure to exercise such rights of dissent and Schedule “D” for the full text of Section 185 of the OBCA.

The accompanying Information Circular provides additional information relating to the matters to be considered at the POCML Meeting. Also accompanying this notice is a form of proxy and letter of transmittal. Any adjournment of the POCML Meeting will be held at a time and place to be specified at the POCML Meeting. Only shareholders of POCML of record at the close of business on May 13, 2016 will be entitled to receive notice of and vote at the POCML Meeting. If you are unable to attend the POCML Meeting in person, please complete, sign and date the enclosed form of proxy and return the same in the enclosed return envelope provided for that purpose within the time and to the location set out in the form of proxy accompanying this notice. If you are a non-registered shareholder of POCML and receive these materials through your broker or through another intermediary, please complete and return the materials in accordance with the instructions provided to you by your broker or by the other intermediary. Failure to do so may result in your shares not being eligible to be voted by proxy at the POCML Meeting.

DATED this 13 day of June, 2016.

By order of the board of POCML 3 Inc.

“David D’Onofrio”

David D’Onofrio, Chief Executive Officer

NEO LITHIUM CORP.

**333 Bay Street, Suite 2400
Toronto, Ontario M5H 2T6**

NOTICE OF SPECIAL MEETING

NOTICE IS HEREBY GIVEN THAT a special meeting (the “**Neo Lithium Meeting**”) of the shareholders of Neo Lithium Corp. (“**Neo Lithium**”) will be held at 333 Bay Street, Suite 2400, Toronto, Ontario M5H 2T6, on July 12, 2016, at the hour of 10:00 a.m. (Toronto time), for the following purposes:

1. to consider and, if thought advisable, approve, with or without variation, a special resolution (the “**Neo Lithium Amalgamation Resolution**”) authorizing the amalgamation of Neo Lithium with POCML 3 Inc. (“**POCML**”) resulting in the business combination of Neo Lithium and POCML, all on the terms and subject to the conditions contained in a Master Agreement dated April 8, 2016 between Neo Lithium and POCML, as amended, a copy of which is attached as Schedule “G” to the accompanying joint management information circular of Neo Lithium and POCML dated June 13, 2016 (the “**Information Circular**”), all as more particularly set forth in the Information Circular, substantially in the form of resolution set forth in Schedule “H” to the Information Circular; and
2. to transact such further or other business as may properly come before the Neo Lithium Meeting and any adjournments thereof.

AND TAKE NOTICE that registered shareholders of Neo Lithium who dissent in respect of the Neo Lithium Amalgamation Resolution in accordance with Section 185 of the *Business Corporations Act* (Ontario) (the “**OBCA**”) will be entitled to be paid the fair value of their shares in accordance with Section 185 of the OBCA. Strict compliance with the provisions of Section 185 of the OBCA will be required in order to exercise such rights of dissent. See “Dissent Rights to the Neo Lithium Amalgamation Resolution for Neo Lithium Shareholders” under the heading “Rights of Dissenting Shareholders” in the accompanying Information Circular for a summary of the procedure to exercise such rights of dissent and Schedule “D” for the full text of Section 185 of the OBCA.

The accompanying Information Circular provides additional information relating to the matters to be considered at the Neo Lithium Meeting. Also accompanying this notice is a form of proxy and letter of transmittal. Any adjournment of the Neo Lithium Meeting will be held at a time and place to be specified at the Neo Lithium Meeting. Only shareholders of Neo Lithium of record at the close of business on June 13, 2016 will be entitled to receive notice of and vote at the Neo Lithium Meeting. If you are unable to attend the Neo Lithium Meeting in person, please complete, sign and date the enclosed form of proxy and return the same in the enclosed return envelope provided for that purpose within the time and to the location set out in the form of proxy accompanying this notice. If you are a non-registered shareholder of Neo Lithium and receive these materials through your broker or through another intermediary, please complete and return the materials in accordance with the instructions provided to you by your broker or by the other intermediary. Failure to do so may result in your shares not being eligible to be voted by proxy at the Neo Lithium Meeting.

DATED this 13 day of June, 2016.

By order of the board of Neo Lithium Corp.

“Waldo Perez”
Waldo Perez, President

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NOTE TO UNITED STATES SHAREHOLDERS

The solicitation of proxies is being made and the transactions contemplated herein are being undertaken by Canadian issuers in accordance with Canadian corporate and securities laws. Shareholders should be aware that disclosure requirements under such Canadian laws are different from requirements under United States corporate and securities laws relating to issuers organized under United States laws, and this Information Circular has not been filed with or approved by the United States Securities and Exchange Commission or the securities regulatory authority of any state within the United States. Likewise, information concerning the operations of each of POCML and Neo Lithium has been prepared in accordance with Canadian standards, and may not be comparable to similar information for issuers organized under United States laws.

The financial statements of POCML and Neo Lithium and the *pro forma* consolidated financial statements included in this Information Circular have been prepared in accordance with generally accepted accounting principles in Canada, and are subject to Canadian auditing and auditor independence standards, and thus may not be comparable to financial statements prepared in accordance with United States generally accepted accounting principles. Completion of the transactions described herein may have tax consequences under the laws of both the United States and Canada, and any such tax consequences under the laws of the United States are not described in this Information Circular. United States shareholders of each of POCML and Neo Lithium are advised to consult their tax advisors to determine any particular tax consequences to them of the transactions to be effected in connection with the Reorganization Transaction.

THE AMALCO SHARES (AS DEFINED HEREIN) TO BE ISSUED PURSUANT TO THE REORGANIZATION TRANSACTION HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES, AND SUCH SECURITIES ARE BEING ISSUED IN RELIANCE UPON EXEMPTIONS FROM REGISTRATION UNDER APPLICABLE UNITED STATES FEDERAL AND STATE SECURITIES LAWS. AS A RESULT, AMALCO SHARES ISSUED TO U.S. SHAREHOLDERS MAY BE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER UNDER APPLICABLE U.S. FEDERAL AND STATE SECURITIES LAWS.

U.S. SHAREHOLDERS OF EACH OF POCML AND NEO LITHIUM SHOULD CONSULT THEIR OWN TAX, LEGAL AND FINANCIAL ADVISORS REGARDING THE PARTICULAR CONSEQUENCES TO THEM OF THE REORGANIZATION TRANSACTION.

All capitalized terms used and not otherwise defined above shall have the meanings ascribed thereto in the Glossary of Defined Terms in this Information Circular.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

Statements contained in this Information Circular that are not historical facts are forward-looking statements that involve risks and uncertainties. Forward-looking statements include, but are not limited to, statements with respect to the future price of minerals, capital expenditures; costs, timing and future plans concerning the development of mineral resource properties; permitting time lines; currency fluctuations; requirements for additional capital; government regulation of mineral resource matters; environmental risks; unanticipated reclamation expenses; title disputes or claims; and limitations on insurance coverage. In certain cases, forward-looking statements can be identified by the use of words such as “plans”, “expects” or “does not expect”, “is expected”, “budget”, “scheduled”, “estimates”, “forecasts”, “intends”, “anticipates” or “does not anticipate”, or “believes”, or variations of such words and phrases or state that certain actions, events or results “may”, “could”, “would”, “might” or “will be taken”, “occur” or “be achieved”. Forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of each of POCML and Neo Lithium to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. Such factors include, among others, risks related to operations; termination or amendment of existing contracts; actual results of current drilling activities; results of reclamation activities, if any; conclusions of economic evaluations; changes in project parameters as plans continue to be refined; future prices of minerals; failure of plant, equipment or processes to operate as anticipated; accidents, labour disputes and other risks of the mining industry; delays in obtaining or failure to obtain any governmental approvals, licenses or financing or in the completion of development activities; as well as those factors discussed in the sections entitled “Risk Factors” in this Information Circular. Although each of POCML and Neo Lithium has attempted to identify important factors that could affect the Companies and may cause actual actions, events or results to differ materially from those described in forward-looking statements, there may be other factors that cause actions, events or results not to be as anticipated, estimated or intended. There can be no assurance that forward-looking statements will prove to be accurate, as actual results and future events could differ materially from those anticipated in such statements. Accordingly, readers should not place undue reliance on forward-looking statements. The forward-looking statements in this Information Circular speak only as of the date hereof. Neither POCML nor Neo Lithium undertake any obligation to release publicly any revisions to these forward-looking statements to reflect events or circumstances after the date hereof to reflect the occurrence of unanticipated events, other than as required by law.

Forward-looking statements and other information contained herein concerning the mineral resource industry and management’s general expectations concerning such industry are based on estimates prepared by management using data from publicly available industry sources as well as from market research and industry analysis and on assumptions based on data and knowledge of this industry which management believes to be reasonable. However, this data is inherently imprecise, although generally indicative of relative market positions, market shares and performance characteristics. While management is not aware of any misstatements regarding any industry data presented herein, the industries involve risks and uncertainties and are subject to change based on various factors.

Certain historical information contained in this Information Circular has been provided by, or derived from information provided by, third parties. Although neither POCML nor Neo Lithium has any knowledge that would indicate that any such information is untrue or incomplete, POCML and Neo Lithium assume no responsibility for the accuracy and completeness of such information or the failure by such third parties to disclose events which may have occurred or may affect the completeness or accuracy of such information but which is unknown to POCML and Neo Lithium.

All capitalized terms used and not otherwise defined above shall have the meanings ascribed thereto in the Glossary of Defined Terms in this Information Circular.

GLOSSARY OF DEFINED TERMS

In this Information Circular, the following capitalized words and terms shall have the following meanings:

Alternative Transaction	A transaction to be completed by Neo Lithium instead of the Reorganization Transaction.
Amalco	The corporation resulting from the Amalgamation, to be named Neo Lithium Corp.
Amalco Board	The board of directors of Amalco.
Amalco Broker Warrants	Broker warrants of Amalco to be issued to holders of POCML Broker Warrants pursuant to the Amalgamation, each Amalco Broker Warrant to entitle the holder thereof to acquire one Amalco Share in lieu of one POCML Share based on an exercise price as adjusted in accordance with the Convertible Securities Exchange Ratio, and otherwise bearing the same terms and conditions as the POCML Broker Warrants.
Amalco Compensation Broker Warrants	The compensation broker warrants of Amalco to be issued to holders of Compensation Broker Warrants and Neo Lithium Broker Warrants pursuant to the Amalgamation based on the Exchange Ratio, each Amalco Compensation Broker Warrant to entitle the holder thereof to acquire one Amalco Share in lieu of one POCML Post-Consolidation Share or one Neo Lithium Share, as applicable, based on an exercise price as adjusted in accordance with the Exchange Ratio, and otherwise bearing the same terms and conditions as the Compensation Broker Warrants or Neo Lithium Broker Warrants, as applicable.
Amalco Incentive Options	Stock options to acquire Amalco Shares outstanding from time to time, each entitling the holder of an option to acquire one Amalco Share at an exercise price of \$1.00 for a period of 5 years, which will vest as follows: (i) the first one-third of such options shall vest immediately on date of grant, (ii) a further one-third of such options shall vest on the first anniversary of the date of grant; and (iii) the final one-third of such options shall vest on the second anniversary of the date of grant.
Amalco Options	Stock options of Amalco to be issued to holders of POCML Options pursuant to the Amalgamation, each Amalco Option to entitle the holder thereof to acquire one Amalco Share in lieu of one POCML Share based on an exercise price as adjusted in accordance with the Convertible Securities Exchange Ratio, and otherwise bearing the same terms and conditions as the POCML Options.
Amalco Shares	The common shares in the capital of Amalco.
Amalgamation	The amalgamation of Neo Lithium and POCML to form Amalco pursuant to Section 174 of the OBCA and in accordance with the terms of the Master Agreement, which shall result in the business combination of POCML and Neo Lithium all as further described in the Information Circular.
Amalgamation Resolutions	The POCML Amalgamation Resolution and the Neo Lithium Amalgamation Resolution, collectively.
Articles of Amalgamation	The articles required under the OBCA to be sent to the Director to give effect to the Amalgamation.
Articles of Amendment	The articles required under the OBCA to be sent to the Director to give effect to the Consolidation.

Business Day	Any day excepting a Saturday or Sunday or a day recognized as a holiday in Toronto, Ontario, or a day on which banks in Toronto are not open for business.
Certificate of Amalgamation	The certificate to be issued by the Director in connection with the Amalgamation pursuant to Section 178 of the OBCA.
CIM	Canadian Institute of Mining, Metallurgy and Petroleum.
Companies	POCML, Neo Lithium and LIEX S.A., as applicable.
Compensation Broker Warrants	The compensation broker warrants to be issued to eligible registrants as partial consideration in connection with the Private Placement, each such Compensation Broker Warrant entitling the holder to acquire one POCML Post-Consolidation Share at a price of \$0.35 for a period of 12 months. Any Compensation Broker Warrant outstanding on the Effective Date will thereafter be exchanged for an Amalco Compensation Broker Warrant.
Consolidation	The consolidation of the issued and outstanding POCML Shares on the basis of 0.91 of one “new” POCML Post-Consolidation Share for every one “old” POCML Share issued and outstanding immediately prior to the Effective Date.
Consolidation Resolution	The Special Resolution approving the Consolidation to be voted on, with or without variation, by POCML Shareholders at the POCML Meeting substantially in the form set forth in Schedule “E” to this Information Circular.
Convertible Securities Exchange Ratio	The number of Amalco Broker Warrants and Amalco Options to be issued pursuant to the Amalgamation in exchange for each POCML Broker Warrant and each POCML Option, respectively, issued and outstanding immediately prior to the Effective Date, which number shall be 0.91.
CPC Escrow Shares	POCML Shares being held in escrow pursuant to the CPC Escrow Agreement.
CPC Escrow Agreement	The TSXV Form 2F escrow agreement dated October 29, 2014 among POCML, Equity Financial Trust Company and the initial shareholders of POCML.
Depository	TMX Equity Transfer Services Inc., which will act as the depository for the exchange of the Neo Lithium Shares and POCML Post-Consolidation Shares for the Amalco Shares in connection with the Reorganization Transaction.
Director	The director appointed under Section 278 of the OBCA.
Dissent Rights	The rights of a Neo Lithium Shareholder or POCML Shareholder to dissent from the Neo Lithium Amalgamation Resolution or POCML Amalgamation Resolution, respectively, and to receive fair value for all Neo Lithium Shares or POCML Shares held, as applicable, as more particularly described under the heading “Rights of Dissenting Shareholders” in this Information Circular.
Dissenting Neo Lithium Shareholder	A Neo Lithium Shareholder who exercises Dissent Rights in accordance with Section 185 of the OBCA.
Dissenting POCML Shareholder	A POCML Shareholder who exercises Dissent Rights in accordance with Section 185 of the OBCA.
Effective Date	The effective date of the Reorganization Transaction, which is anticipated to be on or about the day immediately after the date of the Meetings.

Escrow Agent	Marrelli Escrow Services Inc., as escrow agent pursuant to the Escrow Agreement.
Escrow Agreement	Escrow Agreement dated April 8, 2016 between POCML and the Escrow Agent.
Exchange Ratio	The number of Amalco Shares and/or Amalco Compensation Broker Warrants to be issued in exchange for each Neo Lithium Share, POCML Post-Consolidation Share, Neo Lithium Broker Warrant and/or Compensation Broker Warrant, as applicable, in connection with the Amalgamation, which number shall be one (1).
Final Exchange Bulletin	The TSXV bulletin issued following closing of the Qualifying Transaction and the submission of all required documentation and that evidences the final acceptance of the Qualifying Transaction by the TSXV, as defined in TSXV Policy 2.4.
Government Authority	Any foreign, national, provincial, local or state government, any political subdivision or any governmental, judicial, public or statutory instrumentality, court, tribunal, agency (including those pertaining to health, safety or the environment), authority, body or entity, or other regulatory bureau, authority, body or entity having legal jurisdiction over the activity or Person in question.
IFRS	International financial reporting standards.
Information Circular	This Information Circular to be sent to the POCML Shareholders and Neo Lithium Shareholders in connection with the Meetings.
Management Proxyholders	Officers or directors of POCML or Neo Lithium, whose names are printed in the enclosed form of proxy.
Master Agreement	The master agreement dated as of April 8, 2016 between Neo Lithium and POCML governing the terms of the Amalgamation, as amended.
Meetings	The POCML Meeting and the Neo Lithium Meeting, collectively.
Neo Lithium	Neo Lithium Corp., a corporation existing under the OBCA.
Neo Lithium Amalgamation Resolution	The Special Resolution approving the Amalgamation to be voted on, with or without variation, by Neo Lithium Shareholders at the Neo Lithium Meeting substantially in the form attached as Schedule “H” to this Information Circular.
Neo Lithium Board	The board of directors of Neo Lithium.
Neo Lithium Broker Warrants	Broker warrants of Neo Lithium, each of which entitles the holder to acquire one Neo Lithium Share at an exercise price of \$1.00 until May 12, 2018. Any Neo Lithium Broker Warrant outstanding on the Effective Date will thereafter be exchanged for an Amalco Compensation Broker Warrant.
Neo Lithium Disclosed Information	All information disclosed in writing to POCML (or its representatives) by Neo Lithium in connection with POCML’s due diligence review process.
Neo Lithium Group	Neo Lithium and LIEX S.A., collectively.
Neo Lithium Material Adverse Change	Any change in the financial condition, operations, assets, liabilities, or business of Neo Lithium, which is materially adverse to the business of Neo Lithium, other than a change:

	<ul style="list-style-type: none"> (i) which arises out of or in connection with (x) a matter that has been disclosed in writing to POCML or its representatives by Neo Lithium or its representatives prior to the date of the Master Agreement or (y) the Neo Lithium Disclosed Information; (ii) resulting from conditions affecting the mineral resource industry in Argentina as a whole; (iii) resulting from the public announcement of the execution of the Master Agreement and the transaction contemplated therein; or (iii) resulting from general economic, financial, currency exchange, securities or commodity market conditions.
Neo Lithium Material Adverse Effect	<p>Any event, change or effect that is or would reasonably be expected to be materially adverse to the financial condition, operations, assets, liabilities, or business of Neo Lithium; provided, however, that a Neo Lithium Material Adverse Effect shall not include an adverse effect resulting from a change:</p> <ul style="list-style-type: none"> (i) which arises out of or in connection with (x) a matter that has been disclosed in writing to POCML or its representatives by Neo Lithium or its representatives prior to the date of the Master Agreement or (y) the Neo Lithium Disclosed Information; (ii) resulting from conditions affecting the mineral resource industry in Argentina as whole; (iii) resulting from the public announcement of the execution of the Master Agreement and the transaction contemplated therein; or (iii) resulting from general economic, financial, currency exchange, securities or commodity market conditions.
Neo Lithium Meeting	The special meeting of Neo Lithium Shareholders to be held at 10:00 a.m. (Toronto time) on July 12, 2016 for the purpose of voting on the Neo Lithium Amalgamation Resolution, and all other matters to be properly brought before the Neo Lithium Meeting and any adjournment or postponement thereof.
Neo Lithium Private Placement	The private placement of Neo Lithium Shares to raise aggregate gross proceeds of \$11,700,000 at a price per Neo Lithium Share of \$1.00.
Neo Lithium Record Date	June 13, 2016, being the date for determining Neo Lithium Shareholders entitled to receive notice of and vote at the Neo Lithium Meeting.
Neo Lithium Shareholders	At the relevant time, holders of Neo Lithium Shares.
Neo Lithium Shares	Common shares in the capital of Neo Lithium as constituted on the date of this Information Circular.
NI 43-101	National Instrument 43-101 of the Canadian Securities Administrators.
Nominee	Entities such as a brokerage firm, bank, trust company, trustee or administrator of self-administered RRSPs, RRIFFs, RESPs and similar plans, or clearing agency such as The Canadian Depositary for Securities Limited, through which “non-registered” POCML Shareholders and Neo Lithium Shareholders, respectively, purchase their shares.

OBCA	<i>Business Corporations Act</i> (Ontario), as amended from time to time.
Ordinary Resolution	A resolution required to be approved by greater than fifty percent (50%) of the votes cast by those POCML Shareholders or Neo Lithium Shareholders, as applicable, who (being entitled to do so) vote in person or by proxy at the applicable Meeting.
Person	Any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate, corporation, unincorporated association or organization, Government Authority, syndicate or other entity, whether or not having legal status.
POCML	POCML 3 Inc., a corporation existing under the OBCA.
POCML Amalgamation Resolution	The Special Resolution approving the Amalgamation to be voted on, with or without variation, by POCML Shareholders at the POCML Meeting substantially in the form attached as Schedule “F” to this Information Circular.
POCML Board	The board of directors of POCML.
POCML Broker Warrants	Broker warrants of POCML, each of which entitles the holder to acquire one POCML Share at an exercise price of \$0.15 until January 15, 2017.
POCML Disclosed Information	All information (i) disclosed in writing to Neo Lithium (or its representatives) by POCML in connection with Neo Lithium’s due diligence review process or (ii) otherwise made available to Neo Lithium (or its representatives) including by way of public disclosure by POCML.
POCML Material Adverse Change	<p>Any change in the financial condition, operations, assets, liabilities, or business of POCML which is materially adverse to the consolidated business of POCML other than a change:</p> <ul style="list-style-type: none"> (i) which arises out of or in connection with (x) a matter that has been publicly disclosed or otherwise disclosed in writing to Neo Lithium or its representatives by POCML or its representatives prior to the date of the Master Agreement or (y) the POCML Disclosed Information; (ii) resulting from the public announcement of the execution of the Master Agreement and the transaction contemplated therein; or (iii) resulting from general economic, financial, currency exchange, securities or commodity market conditions.
POCML Material Adverse Effect	<p>Any event, change or effect that is or would reasonably be expected to be materially adverse to the financial condition, operations, assets, liabilities, or business of POCML provided, however, that a POCML Material Adverse Effect shall not include an adverse effect resulting from a change:</p> <ul style="list-style-type: none"> (i) which arises out of or in connection with (x) a matter that has been publicly disclosed or otherwise disclosed in writing to Neo Lithium or its representatives by POCML or its representatives prior to the date of the Master Agreement or (y) the POCML Disclosed Information; (ii) resulting from the public announcement of the execution of the Master Agreement and the transaction contemplated therein; or (iii) resulting from general economic, financial, currency exchange, securities or

commodity market conditions.

POCML Meeting	The annual and special meeting of POCML Shareholders to be held at 10:00 a.m. (Toronto time) on July 12, 2016 for the purposes of receiving financial statements, electing directors, appointing auditors and affirming the past appointment of auditors, voting on the Consolidation Resolution and the POCML Amalgamation Resolution and all other matters to be properly brought before the POCML Meeting and any adjournment or postponement thereof.
POCML Option Plan	Means the stock option plan governing the POCML Options, as approved by the POCML Board on July 11, 2014, and attached to the Information Circular as Schedule “L”.
POCML Options	Stock options to acquire POCML Shares outstanding from time to time.
POCML Post-Consolidation Shares	Voting common shares in the capital of POCML, as constituted immediately following completion of the Consolidation.
POCML Record Date	May 13, 2016, being the date for determining POCML Shareholders entitled to receive notice of and vote at the POCML Meeting.
POCML Shareholders	At the relevant time, the holders of POCML Shares.
POCML Shares	Voting common shares in the capital of POCML, as constituted on the date of this Information Circular, prior to giving effect to the Consolidation.
Post-Closing Convertible Securities	The Amalco Compensation Broker Warrants, Amalco Broker Warrants and Amalco Options, collectively.
PowerOne	PowerOne Capital Markets Limited, an exempt market dealer.
President’s List	Persons on the president’s list of Neo Lithium and purchasing Subscription Receipts pursuant to the Private Placement.
Private Placement	The private placement of Subscription Receipts to raise aggregate gross proceeds of \$7,000,000 pursuant to the terms of the Subscription Receipt Agreement at a price per Subscription Receipt of \$0.35.
Project	The lithium salar and brine lake complex located in Catamarca, Argentina encompassing approximately 300 km ² (containing a lithium salar and brine lake complex encompassing approximately 160 km ²) with respect to which Neo Lithium holds mineral and surface access rights, and which is subject to the 1.5 percent gross revenue royalty.
Qualifying Transaction	A “qualifying transaction” within the meaning of TSXV Policy 2.4.
Record Dates	The POCML Record Date and Neo Lithium Record Date, collectively.
Regulatory Approval	Any approval, consent, waiver, permit or exemption from any Government Authority having jurisdiction or authority over any party or the subsidiary of any party which is required or advisable to be obtained in order to permit the Reorganization Transaction to be effected including, for greater certainty, the approval by the TSXV, and “Regulatory

Approvals” means all such approvals, consents, waivers, permits, orders or exemptions.

Release Conditions	The delivery to the Subscription Receipt Agent and Escrow Agent of a joint certificate of POCML and PowerOne confirming all of the conditions precedent to the completion of the Amalgamation specified in the Master Agreement have been satisfied or waived (including, without limitation, the filing of articles of amendment to give effect to the Consolidation).
Reorganization Resolutions	The Amalgamation Resolutions and Consolidation Resolution, collectively.
Reorganization Transaction	The Consolidation and the Amalgamation, collectively.
Special Resolution	A special resolution required to be approved by not less than two-thirds ($\frac{2}{3}$) of the votes cast by those POCML Shareholders or Neo Lithium Shareholders who (being entitled to do so) vote in person or by proxy at the applicable Meeting.
Subscription Receipt Agent	TMX Equity Transfer Services Inc. in the capacity of subscription receipt agent pursuant to the Subscription Receipt Agreement.
Subscription Receipt Agreement	The subscription receipt agreement entered into between the Subscription Receipt Agent, as subscription receipt agent thereunder, and POCML, governing the terms of the Subscription Receipts.
Subscription Receipts	The subscription receipts of POCML issued pursuant to the Private Placement, each such Subscription Receipt entitling the holder thereof to acquire one POCML Post-Consolidation Share for no additional consideration in accordance with the terms thereof, all in accordance with the terms of the Subscription Receipt Agreement.
Technical Report	The technical report on the Project prepared pursuant to the provisions of National Instrument 43-101 by Dr. Mark King, Ph.D., P.Geo, F.G.C., a Canadian Professional Geoscientist registered with the Association of Professional Geoscientists of Nova Scotia, on behalf of the Neo Lithium Group dated effective June 6, 2016 and entitled “ <i>Technical Report on the Tres Quebradas Lithium Project, Catamarca Province, Argentina.</i> ”
Termination Deadline	5:00 p.m. (Toronto time) on September 30, 2016.
TSXV	TSX Venture Exchange.
U.S. Securities Act	The United States Securities Act of 1933, as amended.
U.S. Shareholder	A United States holder of POCML Shares or Neo Lithium Shares.

SUMMARY

The following is a summary of the principal features of the Reorganization Transaction and certain other matters and should be read together with the more detailed information and financial data and statements contained elsewhere in the Information Circular, including the schedules hereto. Capitalized terms not otherwise defined in this Summary are defined in the Glossary of Defined Terms or elsewhere in the Information Circular. This Summary is qualified in its entirety by the more detailed information appearing or referred to elsewhere herein.

The Meetings

Date, Time and Place of Meetings

The Neo Lithium Meeting will be held on July 12, 2016 at 10:00 a.m. (Toronto time) at 333 Bay Street, Suite 2400, Toronto, Ontario M5H 2T6.

The POCML Meeting will be held on July 12, 2016 at 10:00 a.m. (Toronto time) at 2100 Scotia Plaza, 40 King Street West, Toronto, Ontario, M5H 3C2.

The Record Dates

The Neo Lithium Record Date for determining the registered shareholders of Neo Lithium for the Neo Lithium Meeting is June 13, 2016.

The POCML Record Date for determining the registered shareholders of POCML for the POCML Meeting is May 13, 2016.

Purposes of the Meeting

This Information Circular is furnished in connection with the solicitation of proxies by management of POCML and Neo Lithium for use at the Meetings.

At the POCML Meeting, POCML Shareholders will be asked to (i) receive the audited financial statements of POCML for the fiscal year ended July 31, 2015 together with the report of the auditors thereon; (ii) elect directors; (iii) appoint the auditors of POCML, and authorize the directors to fix their remuneration, and affirm the appointment of the auditors of POCML for the fiscal year ended July 31, 2015; (iv) consider and, if thought advisable, approve an ordinary resolution ratifying and confirming the POCML Option Plan, as more particularly described in the Information Circular; (v) approve, ratify and confirm the grant of an aggregate of 700,000 POCML Options to certain eligible plan participants, as previously approved by the POCML Board subject to shareholder approval, under the POCML Option Plan and as more particularly described in the Information Circular (vi) consider and, if thought advisable, approve, with or without variation, the Consolidation Resolution resulting in the Consolidation of all of the issued and outstanding POCML Shares on the basis of 0.91 of one "new" POCML Post-Consolidation Share for every one "old" POCML Share then outstanding, in substantially the form of the Special Resolution attached as Schedule "E" to this Information Circular; and (vii) consider and, if thought advisable, approve, with or without variation, the POCML Amalgamation Resolution approving the Amalgamation, all as more particularly described herein, in substantially the form of Special Resolution attached as Schedule "F" to this Information Circular.

At the Neo Lithium Meeting, Neo Lithium Shareholders will be asked to consider and, if thought advisable, approve, with or without variation, the Neo Lithium Amalgamation Resolution approving the Amalgamation, all as more particularly described herein, in substantially the form of Special Resolution attached as Schedule "H" to this Information Circular. See "The Reorganization Transaction".

The Reorganization Transaction

Summary

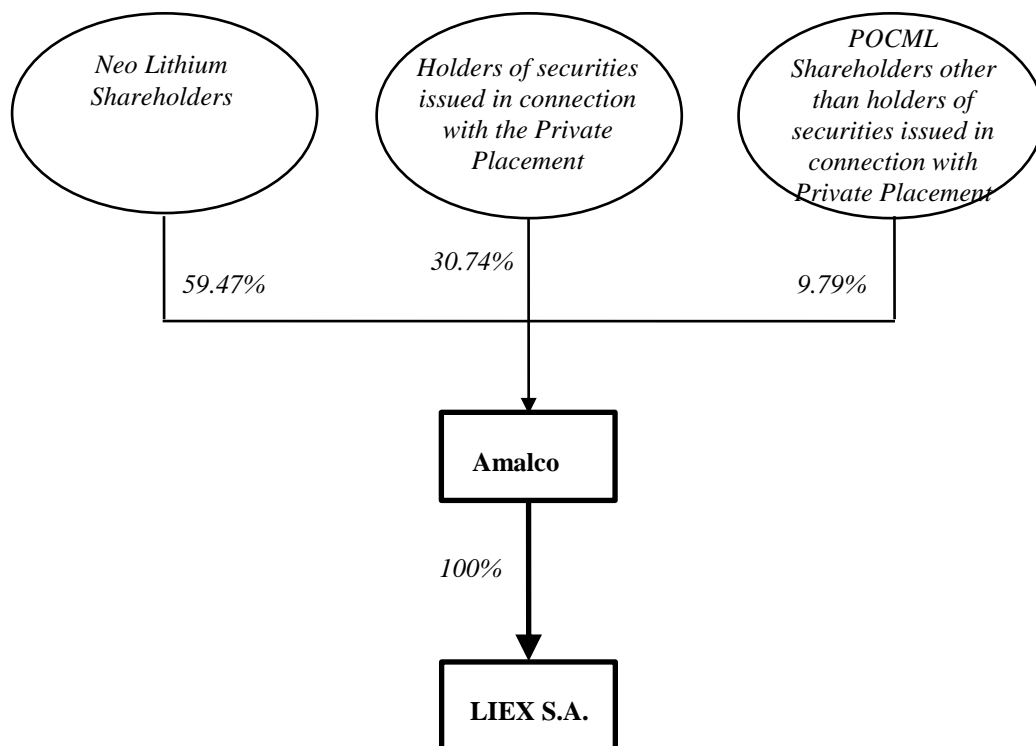
The principal features of the Reorganization Transaction may be summarized as set forth below (and are qualified in their entirety by reference to the full text of the Master Agreement).

On the Effective Date (see “The Reorganization Transaction – Effective Date and Conditions”), the following matters are anticipated to be effected in connection with the Reorganization Transaction:

1. POCML will file Articles of Amendment to give effect to the Consolidation;
2. the Articles of Amalgamation will be filed pursuant to which (i) the Amalgamation shall be effected; and (ii) all of the issued and outstanding Neo Lithium Shares and POCML Post-Consolidation Shares (including all POCML Post-Consolidation Shares issued upon conversion of the Subscription Receipts) shall be exchanged for Amalco Shares based on the Exchange Ratio (other than any Neo Lithium Shares and POCML Post-Consolidation Shares that are held by shareholders who validly exercise Dissent Rights), all resulting in an aggregate of 65,070,000 Amalco Shares outstanding immediately following the Amalgamation (based on the assumptions set forth herein);
3. all Compensation Broker Warrants or Neo Lithium Broker Warrants outstanding immediately prior to the Amalgamation will be exchanged in conjunction with the Amalgamation and the holders shall receive in lieu thereof an equivalent number of Amalco Compensation Broker Warrants based upon the Exchange Ratio;
4. all POCML Broker Warrants outstanding immediately prior to the Amalgamation will be exchanged in conjunction with the Amalgamation and the holders shall receive in lieu thereof Amalco Broker Warrants as adjusted in number and exercise price based upon the Convertible Securities Exchange Ratio;
5. all POCML Options outstanding immediately prior to the Amalgamation will be exchanged in conjunction with the Amalgamation and the holders shall receive in lieu thereof Amalco Options as adjusted in number and exercise price based upon the Convertible Securities Exchange Ratio;
6. Messrs. David D’Onofrio, Conan McIntyre and Pasquale DiCapo (current directors of POCML) will resign as directors of POCML, and Messrs. Thomas Pladsen, Constantine Karayannopoulos, Gabriel Pindar, Paul Fornazzari and Waldo Perez shall be appointed as directors of Amalco; and Mr. David D’Onofrio (the current Chief Executive Officer, Chief Financial Officer and Secretary of POCML) will resign as an officer of POCML, and Messrs. Waldo Perez and Julio Martinez will be appointed as officers of Amalco.

Effect of the Reorganization Transaction

The effect of the Amalgamation is that (i) Neo Lithium and POCML will amalgamate to form Amalco; and (ii) existing shareholders of Neo Lithium and POCML will continue to hold an interest in the property and assets of Neo Lithium and POCML through the Amalco Shares which they receive pursuant to the Amalgamation. The Amalgamation does not change any of the assets, properties, rights, liabilities, obligations, business or operations of either POCML or the Neo Lithium Group on a consolidated basis. A corporate organizational chart reflecting the proposed structure of Amalco after giving effect to the above-noted matters is set forth below:



Upon completion of the Reorganization Transaction and assuming: (i) there are 26,370,000 POCML Post-Consolidation Shares and 38,700,000 Neo Lithium Shares issued and outstanding immediately prior to the Amalgamation and a further 2,124,590 POCML Post-Consolidation Shares and 572,500 Neo Lithium Shares reserved for issuance upon exercise of outstanding convertible securities of each of POCML and Neo Lithium; and (ii) there are no further share issues by POCML or Neo Lithium, Amalco will have approximately 65,070,000 Amalco Shares issued and outstanding immediately following the completion of the Reorganization Transaction, and a further 2,697,090 Amalco Shares reserved for issue upon exercise of Post-Closing Convertible Securities. The following table summarizes the distribution of Amalco Shares following the completion of the Reorganization Transaction based upon the foregoing assumptions:

Shareholder	Number of POCML Post-Consolidation Shares	Percentage of POCML on a Pro Forma Basis
Former POCML Shareholders (other than holders of securities issued in connection with the Private Placement)	6,370,000	9.79%
Former Neo Lithium Shareholders	38,700,000	59.47%
Former holders of securities issued in connection with the Private Placement	20,000,000	30.74%

In connection with the Reorganization Transaction, all existing Compensation Broker Warrants and Neo Lithium Broker Warrants will be exchanged for Amalco Compensation Broker Warrants based on the Exchange Ratio, and all POCML Options and POCML Broker Warrants outstanding immediately prior to Amalgamation will be exchanged for Amalco Options and Amalco Broker Warrants based on the Convertible Securities Exchange Ratio. As a result, it is anticipated that an aggregate of 2,697,090 Post-Closing Convertible Securities will be outstanding as of the Effective Date.

See “The Reorganization Transaction – Effect of the Reorganization”.

Full particulars of the Amalgamation are contained in the Master Agreement attached hereto as Schedule “G” and incorporated by reference in this Information Circular. See “The Reorganization Transaction”.

The Companies

POCML was incorporated under the OBCA by articles of incorporation dated April 30, 2014. The POCML Shares are listed on the TSXV under the symbol “PWR”. The closing price of the POCML Shares on the TSXV on April 15, 2016 was \$0.175. POCML’s registered and head office is located at 130 King Street West, Suite 2210, Toronto, Ontario, Canada M5X 1E4. See “POCML”.

Neo Lithium was incorporated under the OBCA by articles of incorporation dated January 15, 2016. No securities of Neo Lithium are currently publicly traded on any stock exchange, and there is not otherwise any public market upon which any securities of Neo Lithium may be traded. The registered and head office of Neo Lithium is located at 333 Bay Street, Suite 2400, Toronto, Ontario M5H 2T6. See “The Neo Lithium Group”.

Unaudited Pro Forma Consolidated Summary Financial Information

The following table sets out selected unaudited pro forma consolidated financial information for Amalco, assuming completion of the Reorganization Transaction as of April 15, 2016 (reflecting the pro-forma consolidation of each of the Companies as at such date), and should be considered in conjunction with the more complete information contained in the unaudited pro forma consolidated financial statements attached as Schedule “C” to this Information Circular. Unless otherwise indicated, all currency amounts are stated in Canadian dollars.

Balance Sheet Data:	As of April 15, 2016⁽¹⁾
Total Assets	19,352,897
Total Liabilities	645,574
Shareholders’ Equity	18,707,323
Deficit	(7,569,773)

Notes:

- (1) Amounts presented reflect pro forma adjustments as further detailed in Note 2 to the unaudited pro forma consolidated financial statements attached as Schedule “C” to this Information Circular, to which reference should be made for a complete summary of all assumptions underlying these amounts. These amounts include proceeds raised in the Neo Lithium Private Placement (see “POCML – General Development of the Business – Neo Lithium Financing”).

Neo Lithium Selected Financial Information

The following table sets out selected consolidated financial information for Neo Lithium for the periods indicated and should be considered in conjunction with the more complete information contained in the financial statements of Neo Lithium attached as Schedule “B” to this Information Circular. Unless otherwise indicated, all currency amounts relating to the consolidated financial statements of Neo Lithium are stated in Canadian dollars.

Neo Lithium Corp. (in CDN\$)	
Statement of Operations, Comprehensive Loss and Deficit Data:	Period ended April 15, 2016⁽¹⁾
Revenue	-
Total Expenses	254,621
Future Income Tax	-
Net loss, being comprehensive loss	(251,709)

Deficit, end of period	(254,621)
Balance Sheet Data:	As at April 15, 2016⁽¹⁾
Total Assets	1,481,386
Total Liabilities	432,955
Deficit	(254,621)
Shareholders' Equity	1,048,431

Notes:

(1) Audited.

(2) Unaudited.

Exemptive Relief Regarding Financial Statements of the Project

Pursuant to Subsection 4.10(2)(a) of National Instrument 51-102, Item 32 of Form 41-101F1 to National Instrument 41-101 and L'Autorité des marchés financiers' May 3, 2012 "Notice Relating to Financial Statement Requirements for IPO Issuers Acquiring Mining Claims," POCML and Neo Lithium are required to file financial statements for the mining claims of the Project. POCML has applied to the Ontario Securities Commission for exemptive relief from this requirement. At the present time, the Ontario Securities Commission has yet to grant POCML and Neo Lithium the exemptive relief requested and there is no certainty that such relief will be granted by the Ontario Securities Commission. If such relief is not granted, POCML and Neo Lithium may need to file a new joint information circular of POCML and Neo Lithium containing the financial statements for the mining claims of the Project, which may require POCML to cancel the POCML Meeting and schedule a new annual and special meeting of its shareholders and Neo Lithium to cancel the Neo Lithium Meeting and schedule a new special meeting of its shareholders to replace the POCML Meeting and the Neo Lithium Meeting, respectively.

POCML Selected Financial Information

The following tables set out selected consolidated financial information for POCML for the periods indicated and should be considered in conjunction with the more complete information contained in the consolidated financial statements of POCML attached as Schedule "A" to this Information Circular. All currency amounts are stated in Canadian dollars.

Statements of Loss Data:	Six Months Ended January 31, 2016⁽²⁾	Year Ended July 31, 2015⁽¹⁾	Period from April 30, 2014 (the date of incorporation of POCML) to July 31, 2014⁽¹⁾
Interest Income	2,416	1,209	-
Total Expenses	14,325	134,590	-
Net Loss and Comprehensive Loss	11,909	133,381	-
Balance Sheet Data:	As at January 31, 2016⁽²⁾	As at July 31, 2015⁽¹⁾	As at July 31, 2014⁽¹⁾
Total Assets	586,357	588,853	375,000
Total Liabilities	12,619	3,206	-
Accumulated Deficit	(145,290)	(133,381)	-
Shareholders' Equity	573,738	585,647	375,000

Notes:

(1) Audited.

(2) Unaudited.

Reasons for the Reorganization Transaction

POCML and Neo Lithium believe that the Reorganization Transaction is in the best interests of their respective shareholders for numerous reasons, particularly their belief that developing the business of the Neo Lithium Group and POCML through a single combined entity will create the best prospects for long-term value for shareholders. In arriving at their respective conclusions, the POCML Board and the Neo Lithium Board considered, among other matters:

- information with respect to the financial condition, business and operations, on both a historical and prospective basis, of both POCML and the Neo Lithium Group;
- the future prospects of the business of each of POCML and the Neo Lithium Group;
- in the case of the Neo Lithium Group, the fact that the POCML Shares are listed and posted for trading on the TSXV;
- through greater size and diversity, POCML Shareholders and Neo Lithium Shareholders will have more exposure to potential investment opportunities;
- current economic and financial market conditions;
- the procedures by which the Reorganization Transaction is to be approved;
- the tax treatment of POCML Shareholders and Neo Lithium Shareholders in connection with the Reorganization Transaction;
- the availability of Dissent Rights to Neo Lithium Shareholders and POCML Shareholders with respect to the Amalgamation;
- the management group and technical team of the Neo Lithium Group; and
- the regulations of the TSXV regarding Qualifying Transactions.

For further information on the reasons for the Reorganization Transaction, see “The Reorganization Transaction - Further Particulars of the Reorganization - Reasons for the Reorganization Transaction” and “The Reorganization Transaction - Further Particulars of the Reorganization - Recommendations of the Directors”.

POCML Private Placement

In connection with the Reorganization Transaction, POCML agreed to use its commercially reasonable efforts to complete the Private Placement pursuant to which it has issued 20,000,000 Subscription Receipts at a price of \$0.35 each to raise aggregate gross proceeds of \$7,000,000. The proceeds of the Private Placement will be held in trust pending satisfaction of the Release Conditions prior to the Termination Deadline. Upon satisfaction of the Release Conditions prior to the Termination Deadline, and prior to completion of the Reorganization Transaction, the Subscription Receipts will convert into POCML Post-Consolidation Shares for no additional consideration and the proceeds of the Private Placement (less the commission payable to eligible registrants in connection therewith) will be released and will be available to POCML. In the event that the Release Conditions are not satisfied by the Termination Deadline for any reason, the proceeds of the Private Placement will be returned to the investors and the Subscription Receipts will be cancelled.

Eligible registrants shall receive a cash commission equal to 7% of the gross proceeds they raise in the Private Placement (provided that no commission is payable on funds raised from investors on the President’s List) as well as Compensation Broker Warrants entitling them to acquire such number of POCML Post-Consolidation Shares as is equal to 7% of the aggregate number of Subscription Receipts they sell in the Private Placement (provided that no Compensation Broker Warrants are issuable on Subscription Receipts issued to investors on the President’s List), at a price of \$0.35 per share for a period of 12 months.

Any Compensation Broker Warrants or Neo Lithium Broker Warrants outstanding immediately prior to the Effective Date will thereafter be exchanged for Amalco Compensation Broker Warrants each of which shall in turn entitle the holder thereof to acquire one Amalco Share for each Amalco Compensation Broker Warrant so held, all in accordance with the terms of the Master Agreement.

See “POCML – General Development of the Business – POCML Financing”.

Neo Lithium Private Placement

In connection with the Reorganization Transaction, Neo Lithium completed the Neo Lithium Private Placement pursuant to which it has issued 11,700,000 Neo Lithium Shares at a price of \$1.00 each to raise aggregate gross proceeds of \$11,700,000.

Eligible registrants received Neo Lithium Broker Warrants entitling them to acquire such number of Neo Lithium Shares as was equal to 5% of the aggregate number of Neo Lithium Shares they sold in the Neo Lithium Private Placement, at a price of \$1.00 per share for a period of 24 months.

Any Neo Lithium Broker Warrants outstanding immediately prior to the Effective Date will thereafter be exchanged for Amalco Compensation Broker Warrants, each of which shall in turn entitle the holder thereof to acquire one Amalco Share for each Amalco Compensation Broker Warrant so held, all in accordance with the terms of the Master Agreement.

See “POCML – General Development of the Business – Neo Lithium Financing”.

Available Funds

The net proceeds from the Private Placement are estimated to be as follows:

Description	Private Placement
Gross Proceeds	\$7,000,000
Registrant Fees ⁽¹⁾	\$579,697
Net Proceeds	\$6,420,303

Notes:

- (1) In addition, eligible registrants are also entitled to receive such number of Compensation Broker Warrants as is equal to 7% of the number of Subscription Receipts which they sell pursuant to the Private Placement, each such Compensation Broker Warrant entitling the holder to acquire one POCML Post-Consolidation Share at a price of \$0.35 per share for a period of 12 months. This figure also includes \$110,000 in legal fees.

Assuming that the expenses of the Reorganization Transaction and the Private Placement (exclusive of commissions payable to eligible registrants in connection with the Private Placement) are \$90,000, following the Reorganization Transaction and the Private Placement, Amalco expects to have funds available to it as set forth below, based upon the completion of the Private Placement prior to the Effective Date:

Source	Private Placement
Estimated working capital of POCML as of May 31, 2016	\$538,835
Estimated working capital of Neo Lithium as of May 31, 2016 ⁽¹⁾	\$10,654,809
Net proceeds from Private Placement	\$6,420,303
Less expenses of the Reorganization Transaction	\$90,000
Total available funds	\$17,523,947

Notes:

- (1) The estimated working capital of Neo Lithium includes the proceeds from Neo Lithium Private Placement.

The primary purposes of the Reorganization Transaction and the Private Placement are to obtain additional equity capital for Amalco for the exploration work on the Project, create a public market for the Neo Lithium Shares, diversify the asset holdings of each of Neo Lithium and POCML and facilitate future access by Amalco to financing opportunities. Amalco expects to use the total funds available set forth above for the purposes described below:

Use of Proceeds⁽¹⁾	Funds
Assays, consulting fees, drilling and other exploration expenditures ⁽²⁾⁽³⁾	\$16,122,947
General corporate expenses and working capital ⁽⁴⁾	\$1,401,000
Total	\$17,523,947

Notes:

- (1) It is planned that these funds will be used within the 24 months following the completion of the Reorganization Transaction.
- (2) It is expected that 65% of this amount, approximately \$10,479,916, will be spent in the next 12 months, and would include the cost of the proposed exploration program as further described in the Technical Report. See "The Neo Lithium Group - Principal Properties - Recommendations".
- (3) These fees include all property payments for a 24 month period, including the canon payments required under the Argentinean National Mining Code. See "The Neo Lithium Group - Argentina - Exploration and Mining Permits".
- (4) Expenses include yearly fees related to investor relations (approximately \$31,400), salaries and benefits (approximately \$322,200), professional fees (including fees paid to the Chief Executive Officer and Chief Financial Officer; approximately \$241,900), insurance (approximately \$30,000), and general and administrative (approximately \$75,000). At this time, and apart from the fees paid to the Chief Executive Officer and Chief Financial Officer, no payments are planned to be made or are intended to be made to "Non-Arm's Length Parties" (within the meaning of applicable TSXV regulations).

See "Resulting Issuer – Available Funds".

Business Objectives

Pursuant to the Amalgamation, POCML and the Neo Lithium Group will combine their business operations and continue to operate in the mineral resource sector. Set forth below is a summary of the business currently carried on by each of POCML and the Neo Lithium Group and proposed to be carried on by Amalco following the Reorganization Transaction.

POCML

POCML is a "capital pool company" within the meaning of the policies of the TSXV, and accordingly, its business since incorporation has been limited to the identification and evaluation of businesses and assets with a view to completing a Qualifying Transaction, and completing financing transactions in respect thereof. POCML has not conducted commercial operations.

See "POCML – General Development of the Business".

The Neo Lithium Group

Neo Lithium is a company governed by the laws of the Province of Ontario and, through a wholly owned subsidiary incorporated in Argentina, holds mineral and surface rights over a newly discovered lithium salar and brine reservoir complex in Argentina, containing a lithium rich brine reservoir. The Project has road access and no indigenous or other communities in the area. A Chilean port is 250 km away. The property, at an elevation of 4,100 m, encompasses approximately 300 km² with the lithium salar and brine reservoir complex encompassing approximately 160 km².

See "The Neo Lithium Group - Narrative Description of the Business".

Recommendations of the POCML Board and Neo Lithium Board

The POCML Board and Neo Lithium Board have determined that the transactions contemplated by the Master Agreement are fair and reasonable to the POCML Shareholders and Neo Lithium Shareholders, and in the best interests of POCML and Neo Lithium, respectively.

The POCML Board recommends that the POCML Shareholders vote in favour of the Consolidation Resolution and the POCML Amalgamation Resolution, and the Neo Lithium Board recommends that the Neo Lithium Shareholders vote in favour of the Neo Lithium Amalgamation Resolution. See “The Reorganization Transaction – Further Particulars of the Reorganization - Recommendations of the Directors”.

Interests of Insiders

The following table sets forth the number and percentage of Amalco Shares which are expected to be beneficially owned, controlled or directed by the proposed principals of Amalco immediately following the Reorganization Transaction, as well as the securities of each of Neo Lithium and POCML beneficially owned, controlled or directed by such persons as of the date of this Information Circular:

Name and proposed position with Amalco following the Reorganization Transaction	Number and percentage of Neo Lithium Shares held as of the date of this Information Circular⁽¹⁾	Number and percentage of POCML Shares held as of the date of this Information Circular⁽¹⁾	Number and percentage of Amalco Shares to be held following the Reorganization Transaction and Private Placement⁽²⁾
Waldo Perez Director, President and Chief Executive Officer	4,890,000 12.64%	0 ⁽³⁾ 0%	4,990,000 ⁽⁴⁾ 7.67%
Julio Martinez Chief Financial Officer	0 0%	0 0%	0 ⁽⁴⁾ 0%
Constantine Karayannopoulos Director	1,700,000 4.39%	0 ⁽³⁾ 0%	1,800,000 ⁽⁴⁾ 2.77%
Thomas Pladsen Director	200,000 0.52%	0 0%	200,000 ⁽⁴⁾ 0.31%
Paul Fornazzari Director and Corporate Secretary	840,000 2.17%	0 ⁽³⁾ 0%	883,000 ⁽⁴⁾ 1.36%
Gabriel Pindar Director	4,790,000 12.38%	0 ⁽³⁾ 0%	4,890,000 ⁽⁴⁾ 7.51%

Notes:

- (1) The information as to the number and percentage of securities beneficially owned, controlled or directed, has been obtained from the persons listed individually.
- (2) Calculated based upon the securities of each of Neo Lithium and POCML beneficially owned, controlled or directed by such persons reported as of the date of this Information Circular, on a diluted basis, after giving effect to the Reorganization Transaction and Private Placement based upon the Exchange Ratio and as otherwise contemplated in this Information Circular. See also “Resulting Issuer – Escrowed Securities”.
- (3) Mr. Perez owns 100,000 Subscription Receipts, Mr. Karayannopoulos owns 100,000 Subscription Receipts, Mr. Fornazzari owns 43,000 Subscription Receipts and Mr. Pindar owns 100,000 Subscription Receipts.
- (4) At the completion of the Reorganization Transaction, Mr. Perez will hold 775,000 Amalco Incentive Options, Mr. Martinez will hold 285,000 Amalco Incentive Options, Mr. Karayannopoulos will hold 585,000 Amalco Incentive Options, Mr. Pladsen will hold 385,000 Amalco Incentive Options, Mr. Fornazzari will hold 385,000 Amalco Incentive Options and Mr. Pindar will hold 385,000 Amalco Incentive Options.

No director or officer of either of POCML or Neo Lithium has any material interest, direct or indirect, in any matter to be acted upon at the POCML Meeting or the Neo Lithium Meeting, respectively, other than as described in the immediately preceding table and as set forth below:

- (i) certain of the directors and officers of Neo Lithium are also shareholders of Neo Lithium (see “The Neo Lithium Group – Directors and Officers”) and accordingly, such individuals have an interest in the Amalgamation Resolutions as in the event of approval of such resolutions, they would be entitled receive Amalco Shares based upon the Exchange Ratio in connection with the Reorganization Transaction (see “The Reorganization Transaction - Effect of the Reorganization”);
- (ii) certain of the directors and officers of POCML are also shareholders of POCML (see “POCML – Directors and Officers”) and accordingly, such individuals have an interest in the Amalgamation Resolutions as in the event of approval of such resolutions, they would be entitled receive Amalco Shares based upon the Exchange Ratio in connection with the Reorganization Transaction (see “The Reorganization Transaction - Effect of the Reorganization”); and
- (iii) in the event of approval of the Amalgamation Resolutions, certain of the directors and officers of Neo Lithium will continue as the directors and officers of Amalco following the Amalgamation, and accordingly, such directors and officers of Neo Lithium have an interest in the Amalgamation Resolutions in connection with their continued directorships.

The Amalgamation is not a Non-Arm’s Length Qualifying Transaction to either POCML or Neo Lithium (within the meaning of applicable TSXV regulations).

Conditions to the Reorganization Transaction

The obligations of the parties to complete the Reorganization Transaction and the other transactions contemplated by the Master Agreement are subject to the satisfaction, on or before the Effective Date, of a number of specified conditions, including:

1. the approval of the Consolidation and Amalgamation by the requisite percentage of POCML Shareholders and Neo Lithium Shareholders;
2. conditional approval of the TSXV for the Reorganization Transaction; and
3. Dissent Rights not having been exercised in respect of, in the aggregate, more than five percent (5%) of the outstanding Neo Lithium Shares or POCML Shares.

The Master Agreement also provides that it may be terminated in certain circumstances by the POCML Board or Neo Lithium Board before the Effective Date notwithstanding approval of the Amalgamation Resolutions by the POCML Shareholders or Neo Lithium Shareholders. See “The Reorganization Transaction – Effective Date and Conditions”.

Stock Exchange Approvals

The TSXV has conditionally approved the Reorganization Transaction. Final approval is subject to POCML fulfilling all of the requirements of the TSXV on or before September 9, 2016. See “The Reorganization Transaction – Further Particulars of the Reorganization”.

Exchange of Certificates and Fractional Shares

A letter of transmittal containing instructions with respect to the deposit of certificates for Neo Lithium Shares and POCML Shares with the Depositary at its principal office in Toronto, Ontario has been forwarded together with this Information Circular to Neo Lithium Shareholders and POCML Shareholders for use in exchanging their certificates representing Neo Lithium Shares and POCML Shares, respectively, for certificates representing Amalco Shares following the Effective Date. Upon return of a properly completed letter of transmittal, together with certificates

representing Neo Lithium Shares or POCML Shares, as applicable, certificates for the appropriate number of Amalco Shares will be distributed without charge.

No fractional shares will be issued to Neo Lithium Shareholders or POCML Shareholders otherwise entitled to them. Instead, the number of Amalco Shares issuable to such holders shall be rounded down to the nearest whole Amalco Share. See “The Reorganization Transaction – Further Particulars of the Reorganization”.

Cancellation of Rights after Two Years

If a Neo Lithium Shareholder or POCML Shareholder fails to deliver and surrender to the Depositary the certificates representing such Neo Lithium Shares or POCML Shares, as applicable, together with a duly executed and completed letter of transmittal and other required documents, the certificates representing the Amalco Shares to which such shareholder would otherwise have been entitled will be held by the Depositary for a maximum of two (2) years from the Effective Date.

Upon the expiry of two (2) years from the Effective Date, each such certificate representing Neo Lithium Shares or POCML Shares shall cease to represent a right or claim of any kind or nature and the right of such Neo Lithium Shareholder or POCML Shareholder, as applicable, to receive certificates representing Amalco Shares, and the Amalco Shares issued to such shareholders shall be deemed to be surrendered to Amalco together with all dividends or distributions thereon declared or held for such holder. See “The Reorganization Transaction – Further Particulars of the Reorganization”.

Rights of Dissent

Neo Lithium Shareholders and POCML Shareholders have the right to dissent to the proposed Amalgamation and to be paid the fair value of their shares upon strict compliance with the provisions of applicable law. See “Rights of Dissenting Shareholders”.

Conflicts of Interest

To the knowledge of management of Neo Lithium and POCML, no existing or potential material conflicts of interest exist presently or will exist between Amalco or a subsidiary of Amalco and any proposed director, officer or promoter of Amalco or a subsidiary of Amalco following completion of the Reorganization Transaction.

Income Tax Considerations

Holders of POCML and Neo Lithium securities should consult their own tax advisors about the applicable Canadian or United States federal, provincial, state and local tax consequences of the Reorganization Transaction.

For Canadian federal income tax purposes, a Neo Lithium Shareholder or POCML Shareholder whose Neo Lithium Shares or POCML Shares, as applicable represent “capital property” generally will not realize a capital gain or capital loss on the exchange of such shares for Amalco Shares in connection with the Amalgamation. See “The Reorganization Transaction – Further Particulars of the Reorganization - Federal Income Tax Considerations”.

Completion of the Reorganization Transaction may have tax consequences under the laws of the United States, and any such tax consequences are not described in this Information Circular. United States security holders of POCML and Neo Lithium are urged to consult their own tax advisors to determine any particular tax consequences to them of the transactions contemplated in connection with Reorganization Transaction. See “Note to United States Shareholders”.

Securities Laws Information for Canadian Shareholders

The issuance of the Amalco Shares in connection with the Amalgamation will constitute a distribution of securities, which is exempt from the prospectus requirements of Canadian securities legislation. The Amalco Shares may be resold in each of the provinces and territories of Canada without significant restriction, provided the holder is not a “control person” as defined in the applicable legislation, no unusual effort is made to prepare the market or create a demand for those securities and no extraordinary commission or consideration is paid in respect of that sale.

The resale of any Amalco Shares acquired in connection with the Amalgamation may be required to be made through properly registered securities dealers. Each holder is urged to consult professional advisers to determine the conditions and restrictions applicable to trades in such shares. See “The Reorganization Transaction – Further Particulars of the Reorganization”.

Securities Laws Information for United States Shareholders

The Amalco Shares to be issued in connection with the Reorganization Transaction will not be registered under the U.S. Securities Act or the securities laws of any state of the United States, and such securities are being issued in reliance upon exemptions from registration under applicable United States federal and state securities laws. As a result, Amalco Shares issued to U.S. shareholders may be subject to certain restrictions on transfer under applicable U.S. federal and state securities laws. Shareholders should consult their own legal and financial advisors concerning the applicable United States federal, state and local securities law consequences of the Reorganization Transaction. See “The Reorganization Transaction – Further Particulars of the Reorganization” and “Note to United States Shareholders”.

Interests of Experts

Certain legal matters relating to the Reorganization Transaction and Private Placement as described herein will be passed upon by Cassels Brock & Blackwell LLP and Fasken Martineau LLP. Partners of Cassels Brock & Blackwell LLP and their associates own, in the aggregate, less than 1% of all issued and outstanding POCML Shares and less than 1% of all issued and outstanding Neo Lithium Shares as of the date of this Information Circular. Apart from Mr. Fornazzari, who owns 2.17% of all issued and outstanding Neo Lithium Shares and no issued and outstanding POCML Shares (See “Interests of Insiders”), partners of Fasken Martineau LLP and their associates own, in the aggregate, less than 1% of all issued and outstanding POCML Shares and less than 1% of all issued and outstanding Neo Lithium Shares as of the date of this Information Circular. Mr. Fornazzari shall be appointed as a director and corporate secretary of Amalco.

As of the date of this Information Circular, Dr. Mark King, Ph.D., P.Geo, F.G.C. (author of Technical Report) is independent from the Neo Lithium Group, POCML, and Amalco. As of the date of this Information Circular, he does not hold any securities of Neo Lithium or POCML, and, upon completion of the Reorganization Transaction, will not hold any securities of Amalco.

Risk Factors

An investment in the Amalco Shares involves a significant degree of risk. The Project is in the very early stage of exploration and therefor an investment in Amalco has a high degree of risk associated with it. The Amalco Shares to be issued in connection with the Reorganization Transaction are subject to a number of risk factors. Holders of POCML Shares and Neo Lithium Shares should review carefully the risk factors set forth under each of the headings entitled “Risk Factors” in this Information Circular. A summary of the principal risk factors concerning each of POCML and the Neo Lithium Group, as well as certain risk factors associated with the Reorganization Transaction, are set forth below:

- There is no assurance that Amalco can establish the existence of any mineral resource on the Project in commercially exploitable quantities.
- There is risk to the growth of lithium markets.
- The Project may not be developed as planned and Amalco may not achieve the intended economic results or commercial viability.
- Amalco has no operating history or history of earnings and does not have a track record of taking its projects into production.
- Amalco has limited sources of future financing and there are no assurances that future funding will be available for further exploration and development, or if available, that it will be on favourable terms.

- Title to Amalco's properties may be challenged, impugned or revoked or be subject to undetected defects, which may result in the loss of all or a portion of Amalco's rights or interests.
- Amalco will not be party to any long term contracts or have any significant customers.
- Insiders of Amalco may be subject to conflicts of interest.
- The success of other properties, in the region or elsewhere, is not an accurate indication of the likelihood of success of Amalco's properties.
- Amalco may not be able to acquire mineral properties.
- Amalco will be subject to risks that are not insurable and should such risks arise, they could reduce or eliminate any future profitability and result in increasing costs and a decline in the value of the securities of Amalco.
- The success of Amalco is largely dependent on a few key individuals.
- Amalco will be subject to environmental and safety regulations and there could be significant adverse consequences to Amalco arising from changes to such regulations or non-compliance therewith.
- Amalco will be required to obtain permits or maintain them in good standing and comply with various other government regulations and there could be significant adverse consequences to Amalco arising from not obtaining such permits or not complying with such government regulations, including curtailing or prohibiting from commencing or continuing with mining operations, or proceeding with any future exploration or development of Amalco's properties or other properties Amalco may acquire in the future.
- Costs of environmental remediation are uncertain and may have a material adverse effect on Amalco's financial condition and results of operations.
- Amalco's proposed mining activities are in Argentina and are subject to the risks of political and economic instability associated with this country.
- The Project is subject to a 1.5 percent gross revenue royalty and a 3 percent provincial royalty, which may negatively affect Amalco's ability to meet future obligations.
- There may be difficulties in conducting business through a foreign subsidiary and any limitation on the transfer of cash or other assets between Amalco and the Argentinean subsidiary or the perception that such limitation may exist now or in the future, could have an adverse impact on Amalco's valuation.
- Amalco will be exposed to U.S., Canadian and Argentinean currency fluctuations which may have a negative impact on Amalco's financial results; the Argentinean peso has been subject to large devaluations and revaluations in the past and may be subject to significant fluctuations in the future.
- The market price for Amalco Shares may experience substantial volatility.
- Amalco does not have a dividend policy, and may retain all future earnings.
- The increase in the number of Amalco Shares issued and outstanding as a result of the Reorganization Transaction, and the sales of such shares, may have a depressive effect on the price of the Amalco Shares.
- Sales of a large number of Amalco Shares in the public markets, or the potential for such sales, could decrease the trading price of the Amalco Shares and could impair Amalco's ability to raise capital through future sales of Amalco Shares.

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JOINT INFORMATION CIRCULAR

(As at June 13, 2016 and in Canadian dollars, except as indicated)

GENERAL PROXY INFORMATION

Solicitation of Proxies

This Information Circular is furnished in connection with the solicitation of proxies by the management of POCML and Neo Lithium for use at the Meetings and any adjournments thereof.

POCML and Neo Lithium will conduct their respective solicitations by mail and officers and employees of POCML and Neo Lithium may, without receiving special compensation, also telephone or make other personal contact. POCML and Neo Lithium will pay their own respective costs of solicitation.

At the POCML Meeting, POCML Shareholders will be asked to (i) receive the audited financial statements of POCML for the fiscal year ended July 31, 2015 together with the report of the auditors therein; (ii) elect directors; (iii) appoint the auditors of POCML and authorize the directors to fix their remuneration, and affirm the appointment of auditors of POCML for the fiscal year ended July 31, 2015; (iv) consider and, if thought advisable, approve an ordinary resolution ratifying and confirming the POCML Option Plan, as more particularly described in the Information Circular; (v) approve, ratify and confirm the grant of an aggregate of 700,000 POCML Options to certain eligible plan participants, as previously approved by the POCML Board subject to shareholder approval, under the POCML Option Plan and as more particularly described in the Information Circular; (vi) consider and, if thought advisable, approve, with or without variation, the Consolidation Resolution resulting in the Consolidation of all of the issued and outstanding POCML Shares on the basis of 0.91 of one “new” POCML Post-Consolidation Share for every one “old” POCML Share then outstanding; and (vii) consider and, if thought advisable, approve, with or without variation, the POCML Amalgamation Resolution approving the Amalgamation, all as more particularly described herein.

At the Neo Lithium Meeting, Neo Lithium Shareholders will be asked to consider and, if thought advisable, approve, with or without variation, the Neo Lithium Amalgamation Resolution approving the Amalgamation, all as more particularly described herein.

See “The Reorganization Transaction”.

Appointment of Proxyholder

The purpose of a proxy is to designate persons who will vote the proxy on a POCML Shareholder’s or Neo Lithium Shareholder’s behalf in accordance with the instructions given by the POCML Shareholder or Neo Lithium Shareholder, respectively, in the proxy.

A POCML Shareholder or Neo Lithium Shareholder has the right to appoint a person other than a Management Proxyholder, to represent the POCML Shareholder or Neo Lithium Shareholder, respectively, at the applicable Meeting by striking out the names of the Management Proxyholders and by inserting the desired person’s name in the blank space provided or by executing a proxy in a form similar to the enclosed form. A proxyholder need not be a POCML Shareholder or Neo Lithium Shareholder.

Voting by Proxy

Only registered POCML Shareholders and Neo Lithium Shareholders or duly appointed proxyholders are permitted to vote at the POCML Meeting and Neo Lithium Meeting, respectively. Shares represented by a properly executed

proxy will be voted or be withheld from voting on each matter referred to in the applicable notice of Meeting accompanying this Information Circular in accordance with the instructions of the POCML Shareholder or Neo Lithium Shareholder, as applicable, on any ballot that may be called for and if the POCML Shareholder or Neo Lithium Shareholder, respectively, specifies a choice with respect to any matter to be acted upon, the shares will be voted accordingly.

If a POCML Shareholder or Neo Lithium Shareholder does not specify a choice and the POCML Shareholder or Neo Lithium Shareholder, respectively, has appointed one of the Management Proxyholders as proxyholder, the Management Proxyholder will vote in favour of the matters specified in the applicable notice of Meeting and in favour of all other matters proposed by management at the applicable Meeting.

The enclosed form of proxy also gives discretionary authority to the person named therein as proxyholder with respect to amendments or variations to matters identified in the applicable notice of Meeting and with respect to other matters which may properly come before each such Meeting. At the date of this Information Circular, management of POCML and Neo Lithium know of no such amendments, variations or other matters to come before the Meetings.**Completion and Return of Proxy**

Each proxy must be dated and signed by the Nominee (as defined in “General Proxy Information - Non-Registered Holders” below) acting on behalf of a POCML Shareholder or Neo Lithium Shareholder, or by the POCML Shareholder or Neo Lithium Shareholder or his/her attorney authorized in writing. In case of a corporation, the proxy must be dated and executed under its corporate seal or signed by a duly authorized officer or attorney for the corporation.

Completed forms of proxy for POCML must be deposited at the office of POCML’s registrar and transfer agent, TMX Equity Transfer Services, by mail at 200 University Avenue, Suite 300, Toronto, Ontario, M5H 4H1 or by fax at 416-595-9593, not later than forty-eight (48) hours, excluding Saturdays, Sundays and holidays, prior to the time of the POCML Meeting. Completed forms of proxy for Neo Lithium must be deposited at the office of Neo Lithium by mail at 333 Bay Street, Suite 2400, Toronto, Ontario M5H 2T6, or by fax at 416-364-7813 not later than forty-eight (48) hours, excluding Saturdays, Sundays and holidays, prior to the time of the Neo Lithium Meeting.

Non-Registered Holders

Only POCML Shareholders whose names appear on the records of POCML as the registered holders of POCML Shares and Neo Lithium Shareholders whose names appear in the records of Neo Lithium as the registered holders of Neo Lithium Shares, or duly appointed proxyholders, are permitted to vote at the POCML Meeting and Neo Lithium Meeting, respectively.

Some POCML Shareholders and Neo Lithium Shareholders are “non-registered” POCML Shareholders and Neo Lithium Shareholders, respectively, because the shares they own are not registered in their names but instead registered in the name of a Nominee.

In accordance with securities regulatory policy, POCML and Neo Lithium have distributed copies of the materials for each of the Meetings, being the applicable notice of Meeting and proxy, letter of transmittal and this Information Circular, to the Nominees for distribution to non-registered holders.

Nominees are required to forward the materials for the Meetings to non-registered holders to seek their voting instructions in advance of the Meetings. Shares held by Nominees can only be voted in accordance with the instructions of the non-registered holder. The Nominees often have their own form of proxy, mailing procedures and provide their own return instructions. If you wish to vote by proxy, you should carefully follow the instructions from the Nominee in order to ensure that your shares are voted at the applicable Meeting.

If you, as a non-registered holder, wish to vote at the applicable Meeting in person, you should appoint yourself as proxyholder by writing your name in the space provided on the request for voting instructions or proxy provided by the Nominee and return the form to the Nominee in the envelope provided. Do not complete the voting section of the form as your vote will be taken at the applicable Meeting.

POCML and Neo Lithium are not using the “notice-and-access” provisions of National Instrument 54-101 (“NI 54-101”) in connection with the delivery of the Meeting materials. POCML and Neo Lithium are not sending the

Meeting materials directly to “non-objecting beneficial owners” in accordance with NI 54-101, and each intends to pay for intermediaries to deliver the Meeting materials to “objecting beneficial owners” as defined in NI 54-101.

Revocability of Proxy

Any registered POCML Shareholder or Neo Lithium Shareholder who has returned a proxy may revoke it at any time before it has been exercised. In addition to revocation in any other manner permitted by law, a registered POCML Shareholder or Neo Lithium Shareholder, his attorney authorized in writing or, if the registered POCML Shareholder or Neo Lithium Shareholder is a corporation, a corporation under its corporate seal or by an officer or attorney thereof duly authorized, may revoke a proxy by instrument in writing, including a proxy bearing a later date. The instrument revoking the proxy must be deposited at the registered office of POCML or Neo Lithium, as applicable, at any time up to and including the last Business Day preceding the date of the applicable Meeting, or any adjournment thereof, or with the chairman of the applicable Meeting on the day of such Meeting. **Only registered POCML Shareholders and Neo Lithium Shareholders have the right to revoke a proxy.**

Record Date and Voting of Shares

POCML has set May 13, 2016 as the POCML Record Date for the POCML Meeting. Only POCML Shareholders of record as at that date are entitled to receive notice of and to vote at the POCML Meeting.

Neo Lithium has set June 13, 2016 as the Neo Lithium Record Date for the Neo Lithium Meeting. Only Neo Lithium Shareholders of record as at that date are entitled to receive notice of and to vote at the Neo Lithium Meeting.

POCML is authorized to issue an unlimited number of POCML Shares without par value, and an unlimited number of special shares, of which 7,000,000 POCML Shares were issued and outstanding as of the close of business on the date of this Information Circular. Each issued and outstanding POCML Share confers upon its holder the right to one vote at any meeting of the POCML Shareholders.

Neo Lithium is authorized to issue an unlimited number of Neo Lithium Shares without par value, of which 38,700,000 Neo Lithium Shares were issued and outstanding as of the close of business on the date of this Information Circular. Each issued and outstanding Neo Lithium Share confers upon its holder the right to one vote at any meeting of the Neo Lithium Shareholders.

Principal Holders of Voting Securities

To the knowledge of the directors and the officers of POCML, at the date hereof, no person holds, directly or indirectly, or has control or direction over more than ten percent (10%) of the outstanding POCML Shares, except as follows:

Principal Holder	Number of POCML Shares	Percentage of POCML Shares
PowerOne Capital Corp.	4,000,000	57.14%

To the knowledge of the directors and the officers of Neo Lithium, at the date hereof, no person holds, directly or indirectly, or has control or direction over more than ten percent (10%) of the outstanding Neo Lithium Shares except as follows:

Principal Holder	Number of Neo Lithium Shares	Percentage of Neo Lithium Shares
Waldo Perez	4,890,000	12.64%
Gabriel Pindar	4,790,000	12.38%

Interest of Certain Persons in Matters to be Acted Upon

None of the directors or executive officers of POCML or Neo Lithium, nor any person who has held such a position since the beginning of the last completed financial year of POCML or Neo Lithium, respectively, nor any associate or affiliate of the foregoing persons, has any material interest, direct or indirect, by way of beneficial ownership of

securities or otherwise, in any matter to be acted on at the Meetings other than the approval of the Amalgamation Resolutions, which, if approved, will result in certain directors and officers of POCML and Neo Lithium receiving Amalco Shares and certain directors and officers of Neo Lithium continuing as directors and officers of Amalco following the Amalgamation. Such directors and officers may also benefit from any increase in value of Amalco Shares as a result of the Reorganization Transaction. See “The Reorganization Transaction – Effect of the Reorganization”.

ELECTION OF DIRECTORS

The articles of POCML provide that the POCML Board may consist of a minimum of one and a maximum of ten directors, to be elected annually. At the POCML Meeting, POCML Shareholders will be asked to elect three directors (the “**POCML Nominees**”). The following table provides the names of the POCML Nominees and information concerning them. The persons in the enclosed form of proxy intend to vote for the election of the POCML Nominees. Management of POCML does not contemplate that any of the POCML Nominees will be unable to serve as a director of POCML. Each director of POCML holds office until his successor is elected at the next annual meeting of POCML, or any adjournment thereof, or until his successor is elected or appointed. It is anticipated that in the event that each of the three POCML Nominees is elected and the Reorganization Transaction is otherwise approved and completed, such POCML Nominees will resign immediately prior to the Amalgamation (see “The Reorganization Transaction – Principal Steps of the Reorganization”).

Name, Age and Province of Residence	Positions Held	Principal Occupation During the Preceding Five Years⁽³⁾	Director Since⁽⁴⁾	POCML Shares Held⁽¹⁾
David D’Onofrio ⁽²⁾ Ontario, Canada Age: 39	Chief Executive Officer, Chief Financial Officer and Director	Chief Financial Officer, PowerOne Capital Markets Limited, merchant banking firm (October 2009 to present)	2014	500,000 ⁽⁴⁾
Pat DiCapo ⁽²⁾ Ontario, Canada Age: 41	Director	Managing Director of PowerOne Capital Markets Limited, a merchant banking firm (October 2003 to present)	2014	0 ⁽⁴⁾⁽⁵⁾
Conan McIntyre ⁽²⁾ Ontario, Canada Age: 42	Director	Senior Vice President, Corporate Finance, PowerOne Capital Markets Limited, merchant banking firm (November 2012 to present) Vice-President, Macquarie Capital Markets Canada Ltd. (2008 – 2012)	2014	250,000 ⁽⁴⁾

Notes:

- (1) The number of securities noted has been provided by each director or officer individually.
- (2) Member of the audit committee.
- (3) All companies noted are still carrying on business as of the date of this Information Circular unless otherwise noted.
- (4) Mr. D’Onofrio owns a further 200,000 Subscription Receipts and 225,000 POCML Options. Mr. DiCapo owns a further 350,000 POCML Options. Mr. McIntyre owns a further 30,000 Subscription Receipts and 125,000 POCML Options.
- (5) PowerOne Capital Corp., of which Pat DiCapo is the sole shareholder, owns 4,000,000 POCML Shares.

See also “POCML – Directors and Officers”.

If any of the POCML Nominees is for any reason unavailable to serve as a director of POCML, proxies in favour of management of POCML will be voted for another nominee in their discretion unless the POCML Shareholder has specified in the proxy that his POCML Shares are to be withheld from voting in the election of directors of POCML.

APPOINTMENT AND AFFIRMATION OF AUDITORS OF POCML

Unless such authority is withheld, the persons named in the accompanying proxy in respect of the POCML Meeting intend to vote for the appointment of MNP LLP, as auditors of POCML for the 2016 fiscal year, to authorize the POCML Board to fix their remuneration, and to ratify the appointment of MNP LLP as auditors of POCML for the fiscal year ended July 31, 2015. MNP LLP was first appointed as auditors of POCML in 2014.

APPROVAL OF STOCK OPTION PLAN

The POCML Board approved the POCML Option Plan on July 11, 2014, subject to approval by POCML Shareholders and the TSXV. In accordance with the requirements of the TSXV, POCML Shareholders will be asked to approve the POCML Option Plan, pursuant to which the directors of POCML are authorized to grant options for up to 10% of the issued and outstanding POCML Shares from time to time.

The following information is intended to be a brief description of the provisions of the POCML Option Plan and is qualified in its entirety by the full text of the POCML Option Plan which is attached as Schedule “L” to this Information Circular. The POCML Board may from time to time, in its discretion, and in accordance with the TSXV requirements, grant to directors, officers, employees and technical consultants of POCML non-transferable options to purchase POCML Shares for a period as determined by the POCML Board, such period not to exceed ten years from the date of the grant. In addition, the aggregate number of POCML Shares reserved for issuance to any one optionee (other than a technical consultant) in any 12 month period shall not exceed 5% of the issued and outstanding POCML Shares at the date of grant, and the aggregate number of POCML Shares reserved for issuance pursuant to options granted to any one technical consultant in any 12 month period may not exceed 2% of the issued and outstanding POCML Shares at the date of the grant.

If an optionee ceases to be a director, officer, employee or technical consultant of POCML for any reason other than death, his or her POCML Option shall terminate within a reasonable time as specified by the POCML Board at the time of granting the POCML Option, such period not to exceed a period of one year from the date of termination, and all rights to purchase POCML Shares under such POCML Option shall cease and expire. Notwithstanding the foregoing, options granted prior to the Qualifying Transaction to any optionee that does not continue as director, officer, or technical consultant of POCML shall expire on the date that is the later of (i) 12 months after the completion of the Qualifying Transaction and (ii) 90 days following the date the optionee ceases to be a director, officer or technical consultant of POCML.

Any POCML Shares acquired pursuant to the exercise of options prior to the completion of the Qualifying Transaction must be deposited in escrow and will be subject to escrow until the Final Exchange Bulletin is issued.

Approval of the POCML Option Plan

In order to be effective, and to receive annual TSXV approval, the POCML Option Plan must receive the approval of a simple majority of votes cast at the POCML Meeting. If shareholder approval of the POCML Option Plan is obtained, any options granted or amendments made to options previously granted pursuant to the POCML Option Plan will not require further approval by POCML Shareholders although notice of options granted under the POCML Option Plan must be given to the TSXV. Accordingly, POCML requests that the POCML Shareholders pass a resolution in substantially the following form:

“BE IT RESOLVED, AS AN ORDINARY RESOLUTION, THAT:

1. the POCML Option Plan is hereby ratified, confirmed and approved;
2. POCML is authorized to grant stock options pursuant and subject to the terms and conditions of the POCML Option Plan entitling all of the option holders in aggregate to purchase up to such number of

POCML Shares as is equal to ten percent (10%) of the number of POCML Shares issued and outstanding on the applicable grant date; and

3. any one officer or director of POCML is authorized and directed to perform all such acts, deeds and things and execute, under the seal of POCML or otherwise, all such documents and other writings, including treasury orders, stock exchange and securities commission forms, as may be required to give effect to the true intent of this resolution.”

THE BOARD OF DIRECTORS RECOMMENDS A VOTE “FOR” THE RATIFICATION OF THE POCML OPTION PLAN. Unless instructed otherwise, the person s designated in the enclosed form of proxy intend to vote FOR the foregoing resolution ratifying the POCML Option Plan.

APPROVAL OF PREVIOUSLY GRANTED STOCK OPTIONS

On January 15, 2015, the POCML Board approved, subject to shareholder approval, the grant of 225,000 POCML Options to Mr. D'Onofrio, 350,000 POCML Options to Mr. DiCapo and 125,000 Options to Mr. McIntyre, each having an exercise price of \$0.15. All POCML Options granted under the POCML Option Plan will vest on the date the POCML Option Plan is approved by POCML Shareholders.

These grants of POCML Options, if approved by the POCML Shareholders, will be subject to the terms of the POCML Option Plan. If the POCML Option Plan is not approved by POCML Shareholders, or if the POCML Shareholders do not approve the grant of POCML Options described in this Information Circular, the grant, and the POCML Options subject to the grant, will be void.

The rules of the TSXV provide that all stock options which are granted under the POCML Option Plan prior to approval of the POCML Option Plan by the POCML Shareholders be granted subject to shareholder approval. At the POCML Meeting, POCML Shareholders will be asked to approve an ordinary resolution in substantially the following form (the “POCML Option Grant Resolution”):

“BE IT RESOLVED, AS AN ORDINARY RESOLUTION, THAT:

1. the grant of an aggregate of 700,000 POCML Options on January 15, 2015, each exercisable to acquire one POCML Share until January 15, 2020 at an exercise price of \$0.15, to certain Eligible Persons (as defined in the POCML Option Plan) is hereby ratified and approved; and
2. any one officer or director of POCML is authorized and directed to perform all such acts, deeds and things and execute, under the seal of POCML or otherwise, all such documents and other writings, including treasury orders, stock exchange and securities commission forms, as may be required to give effect to the true intent of this resolution.”

THE BOARD OF DIRECTORS RECOMMENDS A VOTE “FOR” THE RATIFICATION OF THE ISSUANCE OF POCML OPTIONS. Unless instructed otherwise, the person s designated in the enclosed form of proxy intend to vote FOR the foregoing resolution ratifying the issuance of POCML Options.

THE REORGANIZATION TRANSACTION

Approval of Resolutions

At the POCML Meeting, POCML Shareholders will be asked to (i) consider and, if thought advisable, approve, with or without variation, the Consolidation Resolution resulting in the Consolidation of all of the issued and outstanding POCML Shares on the basis of 0.91 of one “new” POCML Post-Consolidation Share for every one “old” POCML Share then outstanding, in substantially the form of the resolution attached as Schedule “E” to this Information Circular; and (ii) consider and, if thought advisable, approve, with or without variation, the POCML Amalgamation Resolution approving the Amalgamation, all as more particularly described herein, in substantially the form of resolution attached as Schedule “F” to this Information Circular. See “The Reorganization Transaction – Further Particulars of the Reorganization Transaction” below.

At the Neo Lithium Meeting, Neo Lithium Shareholders will be asked, among other things, to consider and, if thought advisable, approve, with or without variation, the Neo Lithium Amalgamation Resolution approving the Amalgamation, all as more particularly described herein, in substantially the form of resolution attached as Schedule “H” to this Information Circular. See “The Reorganization Transaction – Further Particulars of the Reorganization Transaction” below.

Principal Steps of the Reorganization Transaction

The principal features of the Reorganization Transaction may be summarized as set forth below (and are qualified in their entirety by reference to the full text of the Master Agreement).

POCML has issued an aggregate of 20,000,000 Subscription Receipts to raise gross proceeds of \$7,000,000, pursuant to the closing of the Private Placement on April 8, 2016. Upon satisfaction of the Release Conditions on or prior to the Termination Deadline, all Subscription Receipts issued pursuant to the Private Placement will be converted into POCML Post-Consolidation Shares. See “POCML – General Development of the Business – Private Placement”.

On the Effective Date (see “The Reorganization Transaction – Effective Date and Conditions”), the following matters are anticipated to be effected in connection with the Reorganization Transaction:

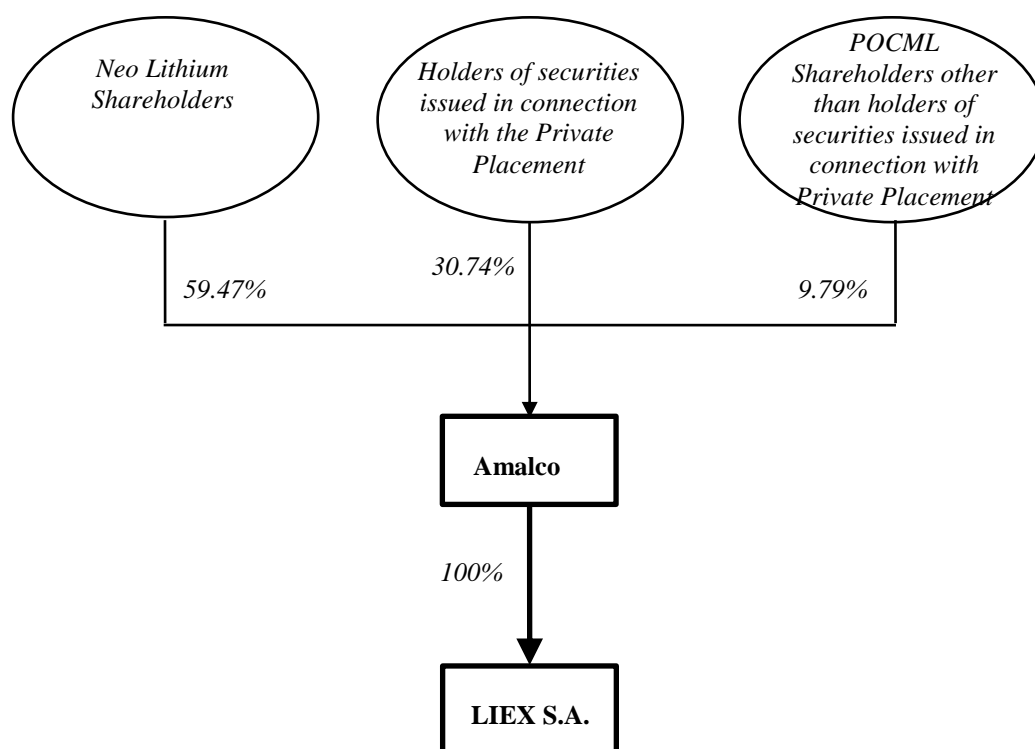
1. POCML will file Articles of Amendment to give effect to the Consolidation;
2. the Articles of Amalgamation will be filed pursuant to which (i) the Amalgamation shall be effected; and (ii) all of the issued and outstanding Neo Lithium Shares and POCML Post-Consolidation Shares (including all POCML Post-Consolidation Shares issued upon conversion of the Subscription Receipts) shall be exchanged for Amalco Shares based on the Exchange Ratio (other than any Neo Lithium Shares and POCML Post-Consolidation Shares that are held by shareholders who validly exercise Dissent Rights), all resulting in an aggregate of 53,370,000 Amalco Shares outstanding immediately following the Amalgamation (based on the other assumptions set forth herein);
3. all Compensation Broker Warrants and Neo Lithium Broker Warrants outstanding immediately prior to the Amalgamation will be exchanged in conjunction with the Amalgamation and the holders shall receive in lieu thereof an equivalent number of Amalco Compensation Broker Warrants based upon the Exchange Ratio;
4. all POCML Broker Warrants outstanding immediately prior to the Amalgamation will be exchanged in conjunction with the Amalgamation and the holders shall receive in lieu thereof Amalco Broker Warrants as adjusted in number and exercise price based upon the Convertible Securities Exchange Ratio;
5. all POCML Options outstanding immediately prior to the Amalgamation will be exchanged in conjunction with the Amalgamation and the holders shall receive in lieu thereof Amalco Options as adjusted in number and exercise price based upon the Convertible Securities Exchange Ratio;
6. Messrs. David D’Onofrio, Conan McIntyre and Pasquale DiCapo (current directors of POCML) will resign as directors of POCML, and Messrs. Thomas Pladsen, Constantine Karayannopoulos, Gabriel Pindar, Paul Fornazzari and Waldo Perez shall be appointed as directors of Amalco; and Mr. David D’Onofrio (the current Chief Executive Officer, Chief Financial Officer and Secretary of POCML) will resign as an officer of POCML, and Messrs. Waldo Perez and Julio Martinez will be appointed as officers of Amalco.

The full particulars of the Reorganization Transaction are contained in the Master Agreement attached as Schedule “G” and incorporated by reference in this Information Circular.

Effect of the Reorganization Transaction

The effect of the Amalgamation is that (i) Neo Lithium and POCML will amalgamate to form Amalco; and (ii) existing shareholders of Neo Lithium and POCML will continue to hold an interest in the property and assets of Neo Lithium and POCML through the Amalco Shares which they receive pursuant to the Amalgamation. The Amalgamation does not change any of the assets, properties, rights, liabilities, obligations, business or operations of

either POCML or the Neo Lithium Group on a consolidated basis. A corporate organizational chart reflecting the proposed structure of Amalco after giving effect to the above-noted matters is set forth below:



Upon completion of the Reorganization Transaction and assuming: (i) there are 26,370,000 POCML Post-Consolidation Shares and 38,700,000 Neo Lithium Shares issued and outstanding immediately prior to the Amalgamation and a further 2,124,590 POCML Post-Consolidation Shares and 572,500 Neo Lithium Shares reserved for issuance upon exercise of outstanding convertible securities of each of POCML and Neo Lithium; and (ii) there are no further share issues by POCML or Neo Lithium, Amalco will have approximately 65,070,000 Amalco Shares issued and outstanding immediately following the completion of the Reorganization Transaction, and a further 2,697,090 Amalco Shares reserved for issue upon exercise of Post-Closing Convertible Securities. The following table summarizes the distribution of Amalco Shares following the completion of the Reorganization Transaction based upon the foregoing assumptions:

Shareholder	Number of POCML Post-Consolidation Shares	Percentage of POCML on a Pro Forma Basis
Former POCML Shareholders (other than holders of securities issued in connection with the Private Placement)	6,370,000	9.79%
Former Neo Lithium Shareholders	38,700,000	59.47%
Former holders of securities issued in connection with the Private Placement	20,000,000	30.74%

In connection with the Reorganization Transaction, all existing Compensation Broker Warrants and Neo Lithium Broker Warrants will be exchanged for Amalco Compensation Broker Warrants based on the Exchange Ratio, and all POCML Options and POCML Broker Warrants outstanding immediately prior to Amalgamation will be exchanged for Amalco Options and Amalco Broker Warrants based on the Convertible Securities Exchange Ratio.

As a result, it is anticipated that an aggregate of 2,697,090 Post-Closing Convertible Securities will be outstanding as of the Effective Date.

Concurrently with the completion of the Reorganization Transaction, 3,000,000 Amalco Incentive Options are to be issued to the Amalco Board, senior management and key staff. The options are to have an exercise price of \$1.00 per share and a term of 5 years from the date of grant.

Full particulars of the Amalgamation are contained in the Master Agreement attached hereto as Schedule “G” and incorporated by reference in this Information Circular.

Available Funds

POCML has issued an aggregate of 20,000,000 Subscription Receipts to raise gross proceeds of \$7,000,000, pursuant to the closing of the Private Placement on April 8, 2016. Upon satisfaction of the Release Conditions on or prior to the Termination Deadline, all Subscription Receipts issued pursuant to the Private Placement will be converted into POCML Post-Consolidation Shares. See “POCML – General Development of the Business – Private Placement”.

The proceeds of the Private Placement will be held in trust pending satisfaction of the Release Conditions prior to the Termination Deadline. Upon satisfaction of the Release Conditions prior to the Termination Deadline, and prior to completion of the Reorganization Transaction, the Subscription Receipts will convert into POCML Post-Consolidation Shares for no additional consideration and the proceeds of the Private Placement (less the commission payable to eligible registrants in connection therewith) will be released and will be available to POCML. In the event that the Release Conditions are not satisfied by the Termination Deadline for any reason, the proceeds of the Private Placement will be returned to the investors and the Subscription Receipts will be cancelled.

Eligible registrants shall receive a cash commission equal to 7% of the gross proceeds they raise in the Private Placement (provided that no commission is payable on funds raised from investors on the President’s List) as well as Compensation Broker Warrants entitling them to acquire such number of POCML Post-Consolidation Shares as is equal to 7% of the aggregate number of Subscription Receipts they sell in the Private Placement (provided that no Compensation Broker Warrants are issuable on Subscription Receipts issued to investors on the President’s List), at a price of \$0.35 per share for a period of 12 months. Any Compensation Broker Warrants or Neo Lithium Broker Warrants outstanding immediately prior to the Effective Date will thereafter be exchanged for Amalco Compensation Broker Warrants each of which shall in turn entitle the holder thereof to acquire one Amalco Share for each Amalco Compensation Broker Warrant so held in lieu of one POCML Post-Consolidation Share, all in accordance with the terms of the Master Agreement. See “POCML –Private Placement”.

The net proceeds from the Private Placement are estimated to be as follows:

Description	Private Placement
Gross Proceeds	\$7,000,000
Registrant Fees ⁽¹⁾	\$579,697
Net Proceeds	\$6,420,303

Notes:

- (1) In addition, eligible registrants are also entitled to receive such number of Compensation Broker Warrants as is equal to 7% of the number of Subscription Receipts which they sell pursuant to the Private Placement, each such Compensation Broker Warrant entitling the holder to acquire one POCML Post-Consolidation Share at a price of \$0.35 per share for a period of 12 months. This figure also includes \$110,000 in legal fees.

Assuming that the expenses of the Reorganization Transaction and Private Placement (exclusive of commissions payable to eligible registrants in connection with the Private Placement) are \$90,000, following the Reorganization Transaction and the Private Placement, Amalco expects to have funds available to it as set forth below, based upon the completion of the Private Placement prior to the Effective Date:

Source	Private Placement
Estimated working capital of POCML as of May 31, 2016	\$538,835
Estimated working capital of Neo Lithium as of May 31, 2016 ⁽¹⁾	\$10,654,809
Net proceeds from Private Placement	\$6,420,303
Less expenses of the Reorganization Transaction	\$90,000
Total available funds	\$17,523,947

Notes:

- (1) The estimated working capital of Neo Lithium includes the proceeds from Neo Lithium Private Placement.

The primary purposes of the Reorganization Transaction and Private Placement are to obtain additional equity capital for Amalco for the exploration work on the Project, create a public market for the Neo Lithium Shares, diversify the asset holdings of each of Neo Lithium and POCML and facilitate future access by Amalco to financing opportunities. Amalco expects to use the total funds available set forth above for the purposes described below:

Use of Proceeds ⁽¹⁾	Funds
Assays, consulting fees, drilling and other exploration expenditures ⁽²⁾⁽³⁾	\$16,122,947
General corporate expenses and working capital ⁽⁴⁾	\$1,401,000
Total	\$17,523,947

Notes:

- (1) It is planned that these funds will be used within the 24 months following the completion of the Reorganization Transaction.
- (2) It is expected that 65% of this amount, approximately \$10,479,916, will be spent in the next 12 months, and would include the cost of the proposed exploration program as further described in the Technical Report. See "The Neo Lithium Group - Principal Properties - Recommendations".
- (3) These fees include all property payments for a 24 month period, including the canon payments required under the Argentinean National Mining Code. See "The Neo Lithium Group - Argentina - Exploration and Mining Permits".
- (4) Expenses include yearly fees related to investor relations (approximately \$31,400), salaries and benefits (approximately \$322,200), professional fees (including fees paid to the Chief Executive Officer and Chief Financial Officer; approximately \$241,900), insurance (approximately \$30,000), and general and administrative (approximately \$75,000). At this time, and apart from the fees paid to the Chief Executive Officer and Chief Financial Officer, no payments are planned to be made or are intended to be made to "Non-Arm's Length Parties" (within the meaning of applicable TSXV regulations).

See "Resulting Issuer – Available Funds".

Further Particulars of the Reorganization

Consolidation

At the POCML Meeting, POCML Shareholders will be asked to approve the Consolidation Resolution to authorize the Consolidation.

As at the date of this Information Circular, there were 7,000,000 POCML Shares issued and outstanding. A condition to completion of the Amalgamation is the completion of the Consolidation. POCML currently intends to consolidate the POCML Shares on the basis of 0.91 of one (1) "new" POCML Post-Consolidation Share for every one (1) "old" POCML Share then issued and outstanding, effective on or about the day following the date of the POCML Meeting. Accordingly, at the POCML Meeting, POCML Shareholders will be asked to approve a Special Resolution substantially in the form annexed hereto as Schedule "E" authorizing the POCML to, among other things, effect an amendment to the articles of the POCML so as to effect the Consolidation. Non-registered shareholders holding their POCML Shares through a bank, broker or other Nominee should note that such banks, brokers or other Nominees may have various procedures for processing the Consolidation. If a POCML Shareholder

holds POCML Shares with such a bank, broker or other Nominee and has any questions in this regard, the POCML Shareholder is encouraged to contact its Nominee. No fractional POCML Post-Consolidation Shares will be issued upon the Consolidation. If as a result of the Consolidation a POCML Shareholder becomes entitled to a fractional POCML Post-Consolidation Share, such fraction will be rounded down to the nearest whole number.

In order to be adopted, the Consolidation Resolution must be approved by at least two-thirds of the votes cast by the holders of the POCML Shares, either present in person or represented by proxy at the POCML Meeting. If the Consolidation Resolution is adopted by the POCML Shareholders, POCML currently intends to file the Articles of Amendment on or about the day following the date of the POCML Meeting. The Articles of Amendment will not have any effect on the operations of POCML, other than as noted above. The Consolidation is subject to regulatory approval, including without limitation, approval of the TSXV.

The Management Proxyholders named in the attached form of proxy intend to vote in favour of the Consolidation Resolution granting authorization to POCML to give effect to the Consolidation on the basis of 0.91 of one (1) POCML Post-Consolidation Share for every one (1) “old” POCML Share then issued and outstanding, unless a POCML Shareholder specifies in the proxy that his or her POCML Shares are to be voted against the Consolidation Resolution.

The Consolidation will not be effective until all applicable filings are complete. The POCML Board reserves the right to revoke all or part of the Articles of Amendment at any time prior to their becoming effective, or to not proceed with the filing of the Articles of Amendment at all.

Reasons for the Reorganization Transaction

The business combination between the Neo Lithium Group and POCML pursuant to the Master Agreement was negotiated by Neo Lithium and POCML on the basis that the shareholders of Neo Lithium and POCML would benefit from combining the interests of the Companies for the purposes of operating their respective businesses, and to create a larger more diverse company with greater efficiencies as set forth under “The Reorganization Transaction – Further Particulars of the Reorganization - Recommendations of the Directors”. Neo Lithium and POCML believe that the Reorganization Transaction is in the best interests of their respective shareholders for numerous reasons, but in particular Neo Lithium and POCML believe that developing the respective businesses of each of POCML and the Neo Lithium Group through a combined public entity will create the best prospects for long-term value for shareholders. Benefits also include the fact that the Reorganization Transaction will result in a larger publicly traded company with greater market capitalization that has prospective mineral resource holdings, and a potentially greater ability to attract financing.

In determining the number of Amalco Shares to be issued in exchange for the POCML Shares and Neo Lithium Shares, the POCML Board and Neo Lithium Board, respectively, considered a number of relevant factors including the market value, financial and other assets, liabilities, contingent liabilities and risks as applicable to each of POCML and the Neo Lithium Group.

See “The Reorganization Transaction – Further Particulars of the Reorganization - Recommendations of the Directors”, and the financial statements attached to this Information Circular.

Recommendations Of The Directors

The POCML Board and Neo Lithium Board have reviewed the terms and conditions of the Master Agreement and the transactions contemplated thereunder and have concluded that such transactions are fair and reasonable to the POCML Shareholders and Neo Lithium Shareholders, and in the best interests of POCML and Neo Lithium, respectively. The POCML Board and Neo Lithium Board therefore recommend that the POCML Shareholders and Neo Lithium Shareholders vote in favour of the Consolidation Resolution and the Amalgamation Resolutions, as applicable. Management Proxyholders intend to vote proxies received in favour of management for the approval of the Consolidation Resolution and Amalgamation Resolutions.

In arriving at its respective conclusion, the POCML Board and Neo Lithium Board have each considered, among other matters:

- information with respect to the financial condition, business and operations, on both a historical and prospective basis, of both POCML and the Neo Lithium Group;
- the future prospects of the business of each of POCML and the Neo Lithium Group;
- in the case of the Neo Lithium Group, the fact that the POCML Shares are listed and posted for trading on the TSXV;
- through greater size and diversity, POCML Shareholders and Neo Lithium Shareholders will have more exposure to potential investment opportunities;
- current economic and financial market conditions;
- the procedures by which the Reorganization Transaction is to be approved;
- the tax treatment of POCML Shareholders and Neo Lithium Shareholders in connection with the Reorganization Transaction;
- the availability of Dissent Rights to Neo Lithium Shareholders and POCML Shareholders with respect to the Amalgamation;
- the management group and technical team of the Neo Lithium Group; and
- the regulations of the TSXV regarding Qualifying Transactions.

The POCML Board and Neo Lithium Board also identified disadvantages associated with the Master Agreement and the transactions contemplated thereunder, including the fact that after the Reorganization Transaction:

- (a) POCML Shareholders will be subject to dilution of their interest in POCML;
- (b) Neo Lithium Shareholders will be subject to dilution of their interest in Neo Lithium; and
- (c) the risk factors applicable to the Reorganization Transaction, and each of Neo Lithium and POCML respectively. See “The Reorganization Transaction – Further Particulars of the Reorganization - Reorganization Transaction Risk Factors” and “Resulting Issuer – Risk Factors”.

Reorganization Transaction Risk Factors

The Amalco Shares to be issued pursuant to the Reorganization Transaction are subject to a number of risk factors. Shareholders of POCML and Neo Lithium should review carefully the risk factors set forth under “POCML – Risk Factors”, “The Neo Lithium Group – Risk Factors” and “Resulting Issuer – Risk Factors”.

Conduct of the Meetings and Approvals of the Amalgamation

Shareholder Approval of the Amalgamation

In accordance with the terms of the Master Agreement, in order for the Amalgamation to be effected, among other things, (i) the POCML Amalgamation Resolution must be approved by the POCML Shareholders; and (ii) the Neo Lithium Amalgamation Resolution must be approved by the Neo Lithium Shareholders. The POCML Amalgamation Resolution to be presented to the POCML Meeting is substantially as set forth in Schedule “F” to this Information Circular. The Neo Lithium Amalgamation Resolution to be presented to the Neo Lithium Meeting is substantially as set forth in Schedule “H” to this Information Circular. In order to become effective, the POCML Amalgamation Resolution must be approved by at least two-thirds ($\frac{2}{3}$) of the votes cast by POCML Shareholders voted either in person or by proxy at the POCML Meeting; and in order to become effective, the Neo Lithium Amalgamation Resolution must be approved by at least two-thirds ($\frac{2}{3}$) of the votes cast by Neo Lithium Shareholders voted either in person or by proxy at the Neo Lithium Meeting.

The Management Proxyholders of POCML named in the attached form of proxy intend to vote in favour of the POCML Amalgamation Resolution, unless a POCML Shareholder specifies in the proxy that his or her POCML Shares are to be voted against the POCML Amalgamation Resolution. The Management Proxyholders of Neo Lithium named in the attached form of proxy intend to vote in favour of the Neo Lithium Amalgamation Resolution, unless a Neo Lithium Shareholder specifies in the proxy that his or her Neo Lithium Shares are to be voted against the Neo Lithium Amalgamation Resolution.

Each of the POCML Board and the Neo Lithium Board reserves the right at any time prior to the issuance of the Certificate of Amalgamation to determine not proceed with the Amalgamation.

Regulatory Approvals

In addition to the shareholder approvals described above, certain Regulatory Approvals will also be required in order to consummate the Reorganization Transaction, as further described below.

The TSXV has conditionally approved the listing of the Amalco Shares to be issued in connection with the Amalgamation. Listing is subject to POCML fulfilling all of the requirements of the TSXV on or before September 9, 2016.

Shareholders of POCML and Neo Lithium should be aware that the final approvals have not yet been given by the regulatory authorities referred to above. POCML and Neo Lithium cannot provide any assurances that such approvals will be obtained.

Procedure for Exchange of POCML Shares and Neo Lithium Shares

A letter of transmittal has been forwarded together with this Information Circular to the POCML Shareholders and Neo Lithium Shareholders containing instructions as to how to exchange their certificates representing POCML Shares or Neo Lithium Shares, as applicable, for certificates representing Amalco Shares.

Procedure for Exchange

- (a) In order to receive certificates representing Amalco Shares issued pursuant to the Reorganization Transaction, POCML Shareholders and Neo Lithium Shareholders must deliver to the Depositary (i) their certificates representing POCML Shares or Neo Lithium Shares, as applicable; (ii) a duly completed letter of transmittal and (iii) such other documents as the Depositary may require; and
- (b) Upon return of a properly completed letter of transmittal, together with certificates representing POCML Shares or Neo Lithium Shares, as applicable, and such other information as requested by the Depositary, certificates for the appropriate number of Amalco Shares will be distributed without charge.

Certificates for the Amalco Shares issued to a POCML Shareholder or Neo Lithium Shareholder who provides the appropriate documentation described above, shall be registered in such name or names and will be delivered to such address or addresses as such holder may direct in the letter of transmittal as soon as practicable after the receipt by the Depositary of the required documents.

Please do not send the letter of transmittal or share certificates to the Depositary until POCML and Neo Lithium announce by press release that the Reorganization Transaction will become effective. No delivery of a certificate evidencing an Amalco Share to a POCML Shareholder or Neo Lithium Shareholder will be made until the POCML Shareholder or Neo Lithium Shareholder, as applicable, has surrendered its current issued certificates.

If a Neo Lithium Shareholder or POCML Shareholder fails to deliver and surrender to the Depositary certificates for its Neo Lithium Shares or POCML Shares, as applicable, together with a duly executed and completed letter of transmittal and other required documents, the certificates representing the Amalco Shares to which such shareholder would otherwise have been entitled, will be held by the Depositary for a maximum of two (2) years from the Effective Date.

Upon the expiry of two (2) years from the Effective Date, each such former certificate representing Neo Lithium Shares or POCML Shares, as applicable, shall cease to represent a right or claim of any kind or

nature and the right of such Neo Lithium Shareholder or POCML Shareholder to receive certificates representing Amalco Shares, and the Amalco Shares issued to such holder shall be deemed to be surrendered to Amalco together with all dividends or distributions thereon declared or held for such holder.

Fractional Shares

No fractional shares will be issued to POCML Shareholders or Neo Lithium Shareholders otherwise entitled to them. Instead, the number of Amalco Shares to be issued to a POCML Shareholder or a Neo Lithium Shareholder will be rounded down to the nearest whole Amalco Share.

The foregoing information is a summary only. For further details of procedures, see the Master Agreement attached as Schedule “G”.

Fees and Expenses

In accordance with the Master Agreement, all expenses incurred in connection with the Reorganization Transaction and the transactions contemplated thereby shall be paid by Neo Lithium, provided that Neo Lithium shall not be responsible for the costs and expenses of POCML if the Reorganization Transaction is not completed as a result of the failure of POCML to comply with the terms and conditions of the Master Agreement, or the failure of shareholders of POCML to approve the Consolidation and/or the Amalgamation, in each case in accordance with all applicable provisions of the OBCA and the regulations of the TSXV.

Federal Income Tax Considerations

Because the tax consequences of the Reorganization Transaction may vary depending upon the particular circumstances of each shareholder and other factors, all holders of POCML and Neo Lithium securities are urged to consult with their own tax advisers to determine the particular tax consequences to them of the Reorganization Transaction.

For Canadian federal income tax purposes, a Neo Lithium Shareholder or POCML Shareholder whose Neo Lithium Shares or POCML Shares, as applicable, represent “capital property” generally will not realize a capital gain or capital loss on the exchange of such shares for Amalco Shares in connection with the Reorganization Transaction.

United States Income Tax Considerations

Completion of the Reorganization Transaction may have tax consequences under the laws of the United States, and any such tax consequences are not described in this Information Circular. United States shareholders of POCML and Neo Lithium are urged to consult their own tax advisors to determine any particular tax consequences to them of the transactions completed in connection with the Reorganization Transaction.

Securities Laws Considerations

The following is a brief summary of the securities law considerations applying to the transactions contemplated herein.

Canadian Securities Laws

Each holder is urged to consult such holder’s professional advisers to determine the Canadian conditions and restrictions applicable to trades in the Amalco Shares. Resales of any securities acquired in connection with the Reorganization Transaction may be required to be made through properly registered securities dealers.

Status Under Canadian Securities Laws

POCML has been a “reporting issuer” in the province of Ontario for more than four months. It is a condition of the Reorganization Transaction that the Amalco Shares issued in connection with the Reorganization Transaction are approved for listing on the TSXV.

Issuance and Resale of Amalco Shares Under Canadian Securities Laws

The issuance of the Amalco Shares pursuant to the Reorganization Transaction will constitute a distribution of securities, which is exempt from the prospectus requirements of Canadian securities legislation. The Amalco Shares may be resold in each of the provinces and territories of Canada provided the holder is not a ‘control person’ as defined in the applicable securities legislation, no unusual effort is made to prepare the market or create a demand for those securities and no extraordinary commission or consideration is paid in respect of that sale.

U.S. Securities Laws

All U.S. Shareholders are urged to consult with their own legal counsel to ensure that the resale of Amalco Shares issued to them under the Reorganization Transaction complies with applicable securities laws. Further information applicable to U.S. Shareholders is disclosed under the heading “Note to United States Shareholders”.

Effective Date and Conditions

Effective Date

If the Reorganization Resolutions are passed at the applicable Meetings, and all conditions disclosed under “Conditions to the Reorganization Transaction Becoming Effective” below are met, it is anticipated that the Reorganization Transaction will be completed on or about the day following the date of the Meetings. Neo Lithium and POCML presently intend that the Effective Date will be on or about July 14, 2016.

Conditions to the Reorganization Transaction Becoming Effective

In order for the Reorganization Transaction and the other transactions contemplated by the Master Agreement to be completed, certain conditions must have been satisfied (or in certain cases waived) on or before the Effective Date including the conditions summarized below:

Mutual Conditions:

- (a) the Consolidation and Amalgamation shall have been approved by the POCML Shareholders and Neo Lithium Shareholders in accordance with the applicable provisions of the OBCA (which shall, if required by applicable law, include “majority of the minority” approval) at their respective Meetings;
- (b) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by the Master Agreement, including, without limitation, the Amalgamation and/or Consolidation;
- (c) all necessary regulatory and third party approvals to effect the transactions contemplated in the Master Agreement shall have been obtained, including the conditional approval of the TSXV to (i) the Reorganization Transaction constituting a Qualifying Transaction for POCML; and (ii) the listing on the TSXV of the Amalco Shares to be issued in connection therewith;
- (d) the certificate of amendment shall have been issued giving effect to the Consolidation; and
- (e) the Master Agreement shall not have been terminated pursuant to Section 18 of the Master Agreement.

Additional Conditions in Favour of Neo Lithium:

- (a) each of the acts of POCML to be performed on or before the Effective Date pursuant to the terms of the Master Agreement shall have been duly performed by it and there shall have been no POCML Material Adverse Change from and after the date of the Master Agreement to the Effective Date;

- (b) Neo Lithium shall have received a certificate from a senior officer of POCML confirming that the conditions set forth under the “General Conditions Precedent” and “Conditions to Obligations of POCML” sections of the Master Agreement have been satisfied;
- (c) the representations, warranties, covenants and agreements of POCML set forth in the Master Agreement shall be true and correct in all material respects as of the date of the Master Agreement and shall be true and correct as of the Effective Date as if made by POCML immediately preceding the Amalgamation on the Effective Date (other than as a result of any changes in the total number of issued and outstanding securities and convertible securities of POCML as expressly permitted thereby);
- (d) the number of POCML Shares (or POCML Post-Consolidation Shares, as the case may be) in respect of which shareholders of POCML have exercised Dissent Rights in connection with the resolutions authorizing the Amalgamation shall not exceed 5% of the number of issued and outstanding POCML Shares (or POCML Post-Consolidation Shares, as the case may be);
- (e) the POCML Board shall have adopted all necessary resolutions to permit the consummation of the Reorganization Transaction and all related matters contemplated in connection therewith as set forth in the Master Agreement;
- (f) POCML shall have delivered a legal opinion addressed to Neo Lithium in relation to the Master Agreement and the Reorganization Transaction, in form and substance satisfactory to Neo Lithium and its counsel, acting reasonably;
- (g) all management contracts to which POCML is a party shall have been terminated, and all directors and officers of POCML shall have each delivered irrevocable resignations to POCML effective upon the completion of the Reorganization Transaction;
- (h) all necessary approvals of the TSXV shall have been obtained in connection with the nominees of Neo Lithium proposed to serve as directors and management of Amalco; and
- (i) POCML shall have delivered to Neo Lithium evidence that it has working capital of at least \$575,000 as of the Effective Date (prior to the release from escrow of funds raised pursuant to the Private Placement, payment of expenses in relation to the Private Placement and Amalgamation, payment of expenses required to retain POCML’s public company status, and the exercise of any POCML Options or POCML Broker Warrants), in form and substance satisfactory to Neo Lithium and its counsel, acting reasonably.

Additional Conditions in Favour of POCML:

- (a) each of the acts of Neo Lithium to be performed on or before the Effective Date pursuant to the terms of the Master Agreement shall have been duly performed by it and there shall have been no Neo Lithium Material Adverse Change from and after the date of the Master Agreement to the Effective Date;
- (b) POCML shall have received a certificate from a senior officer of Neo Lithium confirming that the conditions set forth under the “General Conditions Precedent” and “Conditions to Obligations of Neo Lithium” sections of the Master Agreement have been satisfied;
- (c) the representations, warranties, covenants and agreements of Neo Lithium set forth in the Master Agreement shall be true and correct in all material respects as of the date of the Master Agreement and shall be true and correct as of the Effective Date as if made by Neo Lithium immediately preceding the Amalgamation on the Effective Date;
- (d) the Neo Lithium Board shall have adopted all necessary resolutions to permit the consummation of the Amalgamation and all related matters contemplated in connection therewith as set forth in the Master Agreement;

- (e) the number of Neo Lithium Shares in respect of which shareholders of Neo Lithium have exercised Dissent Rights in connection with the resolutions authorizing the Amalgamation shall not exceed 5% of the number of issued and outstanding Neo Lithium Shares; and
- (f) Neo Lithium shall have delivered a legal opinion addressed to POCML in relation to the Master Agreement, the Reorganization Transaction and Neo Lithium's title to the Project, in form and substance satisfactory to POCML and its counsel, acting reasonably.

The full particulars of the Reorganization Transaction are contained in the Master Agreement attached as Schedule "G" and incorporated by reference into this Information Circular. See also "Master Agreement" below.

Notwithstanding the approval of the Reorganization Resolutions by POCML Shareholders and Neo Lithium Shareholders, the Reorganization Resolutions each authorize the directors of POCML and Neo Lithium, as applicable, to abandon the transactions contemplated by the Master Agreement without further approval from the POCML Shareholders or Neo Lithium Shareholders, respectively.

Master Agreement

The steps of the Reorganization Transaction, as set out in the Master Agreement, are summarized under "The Reorganization Transaction – Principal Steps of the Reorganization Transaction".

The general description of the Master Agreement which follows is qualified in its entirety by reference to the full text of the Master Agreement.

General

POCML and Neo Lithium have entered into the Master Agreement.

In the Master Agreement, POCML and Neo Lithium provide representations and warranties to one another regarding certain customary commercial matters, including corporate, legal and other matters, relating to their respective affairs.

Under the Master Agreement, POCML and Neo Lithium have each agreed to seek the approval of their respective shareholders for the applicable aspects of the Reorganization Transaction required to be approved by such shareholders. POCML and Neo Lithium have each also agreed to use their respective commercially reasonable efforts to satisfy the conditions to the Reorganization Transaction set forth in the Master Agreement, all in accordance with the terms thereof.

Termination

The Master Agreement may be terminated at any time prior to the Effective Date, in the circumstances specified in the Master Agreement, including: (a) by mutual agreement in writing by POCML and Neo Lithium; (b) at any time, by either Neo Lithium or POCML if the Certificate of Amalgamation has not been issued by the Director on or before September 30, 2016; (c) upon written notice by POCML at any time prior to the Effective Date, if any of the mutual conditions or conditions in favour of POCML required to be satisfied under the Master Agreement have not been satisfied or waived to the extent permitted prior to the Effective Date; (d) upon written notice by Neo Lithium at any time prior to the Effective Date, if any of the mutual conditions or conditions in favour of Neo Lithium required to be satisfied under the Master Agreement have not been satisfied or waived to the extent permitted prior to the Effective Date; or (e) in the event that either POCML or Neo Lithium receives a "superior proposal" (as defined in the Master Agreement") provided that it has complied with the terms of the Master Agreement in connection therewith.

Amendment

At any time on or before the Effective Date, the Master Agreement may be amended by written agreement of the parties.

Alternative Transactions

The Master Agreement provides that in the event that prior to the earlier of the date of termination of such Master Agreement (the “**Termination Date**”) and the completion of the Reorganization Transaction, Neo Lithium engages in any discussions or negotiations to complete an Alternative Transaction, the following provisions shall apply:

- (i) in the event that (A) Neo Lithium determines such Alternative Transaction to constitute a “superior proposal”; and (B) Neo Lithium enters into an agreement in respect of such Alternative Transaction (the date of such agreement in respect of an Alternative Transaction, the “**Trigger Date**”) prior to the Termination Date, it shall be a condition of any such Alternative Transaction that it may only be completed following (I) the conversion of the Subscription Receipts into POCML Post-Consolidation Shares; and (II) the issuance to the POCML Shareholders (including, without limitation, the holders of POCML Post-Consolidation Shares issued upon conversion of the Subscription Receipts pursuant to item (I) above) of the aggregate number of Neo Lithium Shares which would result in such shareholders holding, in the aggregate, the same percentage of the issued and outstanding Neo Lithium Shares as would be equal to the percentage of Amalco Shares to which such holders would otherwise have been entitled had the Reorganization Transaction been completed in accordance with the terms and conditions of the Master Agreement (subject to certain exceptions) (the “**Proportionate Interest Percentage**”), less an aggregate of 1,428,571 Neo Lithium Shares (such deduction to be applied amongst the POCML Shareholders on a *pro rata* basis) to reflect the reduction in cash being contributed to Neo Lithium by POCML in such circumstances (the “**Deduction**”), and provided that in such circumstances, POCML shall take all actions necessary to ensure that Neo Lithium shall receive the net proceeds of the Private Placement; and
- (ii) in the event that the Trigger Date occurs within three (3) months following the Termination Date, then it shall be a condition of any such Alternative Transaction that it may only be completed following (I) the issuance to the shareholders of POCML at such time of the aggregate number of Neo Lithium Shares which would result in such shareholders holding, in the aggregate, the percentage of the issued and outstanding Neo Lithium Shares as is equal to the Proportionate Interest Percentage less the Deduction; and (II) Neo Lithium offering to all purchasers in the Private Placement (“**Investors**”) the opportunity to acquire such number of Neo Lithium Shares as is equal to their Proportionate Interest Percentage, on a *pro rata* basis, at a purchase price of \$0.35 per Neo Lithium Share (the “**Offer**”). The Offer shall remain open for acceptance for ten (10) business days following the receipt of notice of such Offer by the Investors (the “**Offer Deadline**”). In the event that any Investors accept the Offer and tender their respective documentation and payments in respect thereof on or prior to the Offer Deadline, Neo Lithium shall complete the issuance of Neo Lithium Shares subscribed for thereunder on or prior to the date which is five (5) business days following the Offer Deadline, and in any event prior to the completion of the Alternative Transaction. The foregoing provisions of this item (ii) shall not apply in the event that the Reorganization Transaction is not completed due to the failure to obtain a listing of the Amalco Shares upon either the TSXV or the Canadian Securities Exchange prior to September 30, 2016, provided that such condition has not been waived by Neo Lithium.

In the event that the provisions set forth in items (i) and/or (ii) above are not acceptable to the TSXV, the parties have agreed to negotiate in good faith to settle alternative arrangements with the same economic impact.

In the event that the provisions set forth in items (i) and/or (ii) above are triggered prior to the completion of the Consolidation, all references contained in such sections to “POCML Post-Consolidation Shares” shall be read as references to “POCML Shares”.

The provisions of item (ii) above shall not apply in the event that the Reorganization Transaction is not completed due to the failure to obtain a listing of the Amalco Shares upon either the TSXV or the Canadian Securities Exchange prior to September 30, 2016, provided that such condition has not been waived by Neo Lithium.

INTERESTS OF INSIDERS

The following table sets forth the number and percentage of Amalco Shares which are expected to be beneficially owned, controlled or directed by the proposed principals of Amalco immediately following the Reorganization Transaction, as well as the securities of each of Neo Lithium and POCML beneficially owned, controlled or directed by such persons as of the date of this Information Circular:

Name and proposed position with Amalco following the Reorganization Transaction	Number and percentage of Neo Lithium Shares held as of the date of this Information Circular⁽¹⁾	Number and percentage of POCML Shares held as of the date of this Information Circular⁽¹⁾	Number and percentage of Amalco Shares to be held following the Reorganization Transaction and Private Placement⁽²⁾
Waldo Perez ⁽³⁾ Director, President and Chief Executive Officer	4,890,000 12.64%	0 ⁽³⁾ 0%	4,990,000 ⁽⁴⁾ 7.67%
Julio Martinez Chief Financial Officer	0 0%	0 0%	0 ⁽⁴⁾ 0%
Constantine Karayannopoulos Director	1,700,000 4.39%	0 ⁽³⁾ 0%	1,800,000 ⁽⁴⁾ 2.77%
Thomas Pladsen Director	200,000 0.52%	0 0%	200,000 ⁽⁴⁾ 0.31%
Paul Fornazzari Director and Corporate Secretary	840,000 2.17%	0 ⁽³⁾ 0%	883,000 ⁽⁴⁾ 1.36%
Gabriel Pindar ⁽³⁾ Director	4,790,000 12.38%	0 ⁽³⁾ 0%	4,890,000 ⁽⁴⁾ 7.51%

Notes:

- (1) The information as to the number and percentage of securities beneficially owned, controlled or directed, has been obtained from the persons listed individually.
- (2) Calculated based upon the securities of each of Neo Lithium and POCML beneficially owned, controlled or directed by such persons reported as of the date of this Information Circular, on a diluted basis, after giving effect to the Reorganization Transaction and Private Placement based upon the Exchange Ratio and as otherwise contemplated in this Information Circular. See also “Resulting Issuer – Escrowed Securities”.
- (3) Mr. Perez owns 100,000 Subscription Receipts, Mr. Karayannopoulos owns 100,000 Subscription Receipts, Mr. Fornazzari owns 43,000 Subscription Receipts and Mr. Pindar owns 100,000 Subscription Receipts.
- (4) At the completion of the Reorganization Transaction, Mr. Perez will hold 775,000 Amalco Incentive Options, Mr. Martinez will hold 285,000 Amalco Incentive Options, Mr. Karayannopoulos will hold 585,000 Amalco Incentive Options, Mr. Pladsen will hold 385,000 Amalco Incentive Options, Mr. Fornazzari will hold 385,000 Amalco Incentive Options and Mr. Pindar will hold 385,000 Amalco Incentive Options.

No director or officer of either of POCML or Neo Lithium has any material interest, direct or indirect, in any matter to be acted upon at the POCML Meeting or the Neo Lithium Meeting, respectively, other than as described in the immediately preceding table and as set forth below:

- (i) certain of the directors and officers of Neo Lithium are also shareholders of Neo Lithium (see “The Neo Lithium Group – Directors and Officers”) and accordingly, such individuals have an interest in the Amalgamation Resolutions as in the event of approval of such resolutions, they would be entitled receive Amalco Shares based upon the Exchange Ratio in connection with the Reorganization Transaction (see “The Reorganization Transaction - Effect of the Reorganization”);
- (ii) certain of the directors and officers of POCML are also shareholders of POCML (see “POCML – Directors and Officers”) and accordingly, such individuals have an interest in the Amalgamation Resolutions as in the event of approval of such resolutions, they would be entitled receive Amalco Shares based upon the Exchange Ratio in connection with the Reorganization Transaction (see “The Reorganization Transaction - Effect of the Reorganization”); and

- (iii) in the event of approval of the Amalgamation Resolutions, certain of the directors and officers of Neo Lithium will continue as the directors and officers of Amalco following the Amalgamation, and accordingly such directors and officers of Neo Lithium have an interest in the Amalgamation Resolutions in connection with both their continued directorships.

The Amalgamation is not a Non-Arm's Length Qualifying Transaction to either POCML or Neo Lithium (within the meaning of applicable TSXV regulations).

RIGHTS OF DISSENTING SHAREHOLDERS

Neo Lithium Shareholders and POCML Shareholders who wish to dissent should take note that the procedures for dissenting to the Amalgamation require strict compliance with the applicable dissent procedures.

Dissent Rights to the Neo Lithium Amalgamation Resolution for Neo Lithium Shareholders

As indicated in the notice of the Neo Lithium Meeting, any holder of Neo Lithium Shares is entitled to be paid the fair value of his Neo Lithium Shares in accordance with Section 185 of the OBCA if such holder exercises Dissent Rights and the Amalgamation becomes effective.

A Neo Lithium Shareholder is not entitled to exercise Dissent Rights with respect to such holder's Neo Lithium Shares if such holder votes any of those shares in favour of the Neo Lithium Amalgamation Resolution. A brief summary of the provisions of Section 185 of the OBCA is set out below. This summary is qualified in its entirety to the provisions of Section 185 of the OBCA, the full text of which are set forth in Schedule "D" to this Information Circular.

Section 185 of the OBCA

The OBCA provides that Neo Lithium Shareholders who dissent to certain actions being taken by Neo Lithium may exercise a right of dissent and require Neo Lithium to purchase the Neo Lithium Shares held by such Neo Lithium Shareholders at the fair value of such shares. This dissent right is applicable in certain specified circumstances including where Neo Lithium proposes to complete a statutory Amalgamation as proposed.

A holder of Neo Lithium Shares is not entitled to exercise Dissent Rights in respect of the Neo Lithium Amalgamation Resolution if such holder votes any of the Neo Lithium Shares beneficially held by such holder in favour of the Neo Lithium Amalgamation Resolution. **The execution or exercise of a proxy does not constitute a written objection for purposes of the right to dissent under the OBCA.**

The following summary does not purport to provide comprehensive statements of the procedures to be followed by a dissenting shareholder under the OBCA and reference should be made to the specific provisions of section 185 of the OBCA. The OBCA requires strict adherence to the procedures regarding the exercise of rights established therein. The failure to adhere to such procedures may result in the loss of all rights of dissent. **Accordingly, each Neo Lithium Shareholder who wishes to exercise Dissent Rights should carefully consider and comply with the provisions of section 185 of the OBCA and consult a legal advisor. A copy of Section 185 of the OBCA is set out in Schedule "D" to this Information Circular.**

A Dissenting Neo Lithium Shareholder is required to send a written objection to the Neo Lithium Amalgamation Resolution to Neo Lithium at or prior to the Neo Lithium Meeting. A vote against the Neo Lithium Amalgamation Resolution or a withholding of votes does not constitute a written objection. Within 10 days after the Neo Lithium Amalgamation Resolution is approved by the Neo Lithium Shareholders, Neo Lithium must send to each Dissenting Neo Lithium Shareholder a notice that the Neo Lithium Amalgamation Resolution has been adopted. The Dissenting Neo Lithium Shareholder is then required, within 20 days after receipt of such notice (or if such shareholder does not receive such notice, within 20 days after learning of the adoption of the Neo Lithium Amalgamation Resolution), to send to Neo Lithium a written notice containing the Dissenting Neo Lithium Shareholder's name and address, the number of Neo Lithium Shares in respect of which the Dissenting Neo Lithium Shareholder dissents and a demand for payment of the fair value of such shares and, within 30 days after sending such written notice, to send to Neo Lithium or its transfer agent the appropriate share certificate or certificates representing the Neo Lithium Shares in respect of which the Dissenting Neo Lithium Shareholder has exercised Dissent Rights. A Dissenting Neo Lithium Shareholder who fails to send to Neo Lithium within the required periods of time the required notices or the

certificates representing the Neo Lithium Shares in respect of which the Dissenting Neo Lithium Shareholder has dissented may forfeit their Dissent Rights under section 185 of the OBCA.

If the matters provided for in the Neo Lithium Amalgamation Resolution become effective, then Neo Lithium will be required to send, not later than the 7th day after the later of (i) the Effective Date, and (ii) the day the demand for payment is received, to each Dissenting Neo Lithium Shareholder whose demand for payment has been received, a written offer to pay for the Neo Lithium Shares of such Dissenting Neo Lithium Shareholder in such amount as the directors of Neo Lithium consider the fair value thereof accompanied by a statement showing how the fair value was determined unless there are reasonable grounds for believing that Neo Lithium is, or after the payment would be, unable to pay its liabilities as they become due or the realizable value of Neo Lithium's assets would thereby be less than the aggregate of its liabilities. Neo Lithium must pay for the Neo Lithium Shares of a Dissenting Neo Lithium Shareholder within ten days after an offer made as described above has been accepted by a Dissenting Neo Lithium Shareholder, but any such offer lapses if Neo Lithium does not receive an acceptance thereof within 30 days after such offer has been made.

If such offer is not made or accepted within 50 days after the Effective Date, Neo Lithium may apply to a court of competent jurisdiction to fix the fair value of such shares. There is no obligation of Neo Lithium to apply to the court. If Neo Lithium fails to make such an application, a Dissenting Neo Lithium Shareholder has the right to so apply within a further 20 days.

Addresses for Notice

All notices to Neo Lithium of dissent to the Neo Lithium Amalgamation Resolution pursuant to Section 185 of the OBCA should be addressed to the attention of the Chief Executive Officer and be sent to:

**333 Bay Street, Suite 2400
Toronto, Ontario
M5H 2T6**

Dissent Rights to the POCML Amalgamation Resolution for POCML Shareholders

As indicated in the notice of the POCML Meeting, any holder of POCML Shares is entitled to be paid the fair value of his POCML Shares in accordance with Section 185 of the OBCA if such holder exercises Dissent Rights and the Amalgamation becomes effective.

A POCML Shareholder is not entitled to exercise Dissent Rights with respect to such holder's POCML Shares if such holder votes any of those shares in favour of the POCML Amalgamation Resolution. A brief summary of the provisions of Section 185 of the OBCA is set out below. This summary is qualified in its entirety to the provisions of Section 185 of the OBCA, the full text of which are set forth in Schedule "D" to this Information Circular.

Section 185 of the OBCA

The OBCA provides that POCML Shareholders who dissent to certain actions being taken by POCML may exercise a right of dissent and require POCML to purchase the POCML Shares held by such POCML Shareholders at the fair value of such shares. This dissent right is applicable in certain specified circumstances including where POCML proposes to complete a statutory Amalgamation as proposed.

A holder of POCML Shares is not entitled to exercise Dissent Rights in respect of the POCML Amalgamation Resolution if such holder votes any of the POCML Shares beneficially held by such holder in favour of the POCML Amalgamation Resolution. **The execution or exercise of a proxy does not constitute a written objection for purposes of the right to dissent under the OBCA.**

The following summary does not purport to provide comprehensive statements of the procedures to be followed by a dissenting shareholder under the OBCA and reference should be made to the specific provisions of section 185 of the OBCA. The OBCA requires strict adherence to the procedures regarding the exercise of rights established therein. The failure to adhere to such procedures may result in the loss of all rights of dissent. **Accordingly, each POCML Shareholder who wishes to exercise Dissent Rights should carefully consider and comply with the**

provisions of section 185 of the OBCA and consult a legal advisor. A copy of Section 185 of the OBCA is set out in Schedule “D” to this Information Circular.

A Dissenting POCML Shareholder is required to send a written objection to the POCML Amalgamation Resolution to POCML at or prior to the POCML Meeting. A vote against the POCML Amalgamation Resolution or a withholding of votes does not constitute a written objection. Within 10 days after the POCML Amalgamation Resolution is approved by the POCML Shareholders, POCML must send to each Dissenting POCML Shareholder a notice that the POCML Amalgamation Resolution has been adopted. The Dissenting POCML Shareholder is then required, within 20 days after receipt of such notice (or if such shareholder does not receive such notice, within 20 days after learning of the adoption of the POCML Amalgamation Resolution), to send to POCML a written notice containing the Dissenting POCML Shareholder’s name and address, the number of POCML Shares in respect of which the Dissenting POCML Shareholder dissents and a demand for payment of the fair value of such shares and, within 30 days after sending such written notice, to send to POCML or its transfer agent the appropriate share certificate or certificates representing the POCML Shares in respect of which the Dissenting POCML Shareholder has exercised Dissent Rights. A Dissenting POCML Shareholder who fails to send to POCML within the required periods of time the required notices or the certificates representing the POCML Shares in respect of which the Dissenting POCML Shareholder has dissented may forfeit their Dissent Rights under section 185 of the OBCA.

If the matters provided for in the POCML Amalgamation Resolution become effective, then POCML will be required to send, not later than the 7th day after the later of (i) the Effective Date, and (ii) the day the demand for payment is received, to each Dissenting POCML Shareholder whose demand for payment has been received, a written offer to pay for the POCML Shares of such Dissenting POCML Shareholder in such amount as the directors of POCML consider the fair value thereof accompanied by a statement showing how the fair value was determined unless there are reasonable grounds for believing that POCML is, or after the payment would be, unable to pay its liabilities as they become due or the realizable value of POCML’s assets would thereby be less than the aggregate of its liabilities. POCML must pay for the POCML Shares of a Dissenting POCML Shareholder within ten days after an offer made as described above has been accepted by a Dissenting POCML Shareholder, but any such offer lapses if POCML does not receive an acceptance thereof within 30 days after such offer has been made.

If such offer is not made or accepted within 50 days after the Effective Date, POCML may apply to a court of competent jurisdiction to fix the fair value of such shares. There is no obligation of POCML to apply to the court. If POCML fails to make such an application, a Dissenting POCML Shareholder has the right to so apply within a further 20 days.

Addresses for Notice

All notices to POCML of dissent to the POCML Amalgamation Resolution pursuant to Section 185 of the OBCA should be addressed to the attention of the Chief Executive Officer and be sent to:

**TMX Equity Transfer Services Inc.
200 University Avenue, Suite 300
Toronto, Ontario M5H 4H1**

Strict Compliance with Dissent Provisions Required

The foregoing summary does not purport to provide a comprehensive statement of the procedures to be followed by a Dissenting Neo Lithium Shareholder or a Dissenting POCML Shareholder. Section 185 of the OBCA requires strict adherence to the procedures established therein and failure to do so may result in the loss of all Dissent Rights. Accordingly, each Neo Lithium Shareholder and POCML Shareholder who might desire to exercise Dissent Rights should carefully consider and comply with the provisions of the section, the full text of is set out in Schedule “D” to this Information Circular, and consult such holder’s legal advisor.

THE NEO LITHIUM GROUP

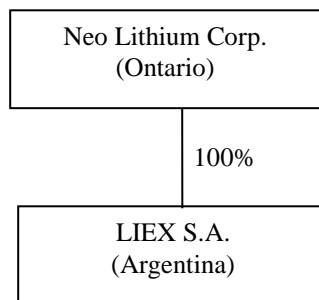
The following information is presented on a pre-Reorganization Transaction basis and is reflective of the current business, financial and share capital position of the Neo Lithium Group. See “Resulting Issuer” for pro forma business, financial and share capital information relating to the Neo Lithium Group after giving effect to the Reorganization Transaction.

Name and Incorporation

Neo Lithium Corp. was incorporated pursuant to the OBCA on January 15, 2016.

The registered and head office of Neo Lithium is located at 333 Bay Street, Suite 2400, Toronto, Ontario M5H 2T6.

Neo Lithium has only one direct wholly-owned subsidiary, LIEX S.A., which is incorporated under the laws of Argentina. The following chart illustrates the organizational structure of the Neo Lithium Group:



General Development of the Business

Neo Lithium is a company governed by the laws of the Province of Ontario and, through a wholly owned subsidiary incorporated in Argentina, holds mineral and surface rights over a newly discovered lithium salar and brine reservoir complex in the province of Catamarca, Argentina, containing a lithium rich brine reservoir. The Project was acquired through acquisition and direct staking of concessions in early 2016 and is in the early stage of exploration.

A third party was granted by the local provincial mining authority six lithium and potassium mining claims located in Laguna Verde, Tinogasta, Catamarca Province, northwestern Argentina, on December 15, 2015. On January 11, 2016, this third party sold these six mining claims to Messrs. Waldo Pérez, Pedro Gonzalez and Gabriel Pindar. These owners created Neo Lithium and LIEX and transferred these six mining claims to LIEX. LIEX also applied for and was granted by the local provincial mining authority four additional lithium mining claims in the same area. Messrs. Waldo Pérez, Pedro Gonzalez and Gabriel Pindar retained an aggregate 1.5% gross revenue royalty over the entire Project. See “The Neo Lithium Group – Material Contracts”.

On March 11, 2016, Neo Lithium completed a financing of \$1,300,000 by issuing 13,000,000 Neo Lithium Shares.

On April 8, 2016, Neo Lithium entered into the Master Agreement (see “The Reorganization Transaction – Master Agreement”).

On April 8, 2016, POCML closed the Private Placement to raise aggregate gross proceeds of \$7,000,000 (see “POCML – General Development of the Business – Private Placement”).

On May 12, 2016, Neo Lithium closed the Neo Lithium Private Placement to raise aggregate gross proceeds of \$11,700,000 (see “POCML – General Development of the Business – Neo Lithium Financing”).

Narrative Description of the Business

The Project consists of 10 mineral exploration concessions covering approximately 28,855 ha located in the Province of Catamarca, Argentina. The Project has road access and no indigenous or other communities in the area. A Chilean port is 250 km away. The property, at an elevation of 4,100 m, encompasses approximately 300 km² with the lithium salar and brine reservoir complex encompassing approximately 160 km².

Business Objectives

The Neo Lithium Group is an early stage mineral exploration company focused on the exploration of lithium, potassium and other minerals of the Project. The Neo Lithium Group is focused on the exploration of the Project in an effort to understand the geology and chemistry. Based on the outcome of such exploration work, the Neo Lithium Group will attempt to establish mineral resources and reserves, with the long-term objective of establishing a low cost production of lithium compounds for the lithium ion battery business.

The Neo Lithium Group intends to undertake the recommended exploration program of the Project outlined in the Technical Report, with the objective of advancing the Project to the next significant stage of exploration.

The Neo Lithium Group is in the early stages of exploring the Project and has not yet determined whether the properties contain mineral resources or reserves that are economically recoverable. The recoverability of amounts shown for mineral properties and related deferred exploration costs is dependent upon the discovery of economically recoverable reserves, confirmation of the Neo Lithium Group's interest in the underlying mineral claims, the ability of the Neo Lithium Group to obtain necessary financing to complete the exploration and development and upon future profitable production or proceeds from the disposition thereof. See "The Neo Lithium Group - Risk Factors".

Milestones

To accomplish the Neo Lithium Group's stated business objectives, it is believed that the Neo Lithium Group will need to perform the proposed exploration program further defined in the Technical Report (also, see "The Neo Lithium Group - Principal Properties - Recommendations"). It is considered feasible to advance all the activities within the proposed exploration program in the upcoming 2016/17 field season, although some activities (e.g., meteorological and hydrological monitoring, brine evaporation, etc.) would continue beyond one field season.

The actual time required to complete any of the proposed objectives of the Neo Lithium Group, if completed at all, could differ from the projected timeline stated above. The execution of these items will depend on a number of factors including results from exploration programs and feasibility studies, and the availability of capital and other resources. The list of activities within the proposed exploration program is also not exhaustive of the steps that the Neo Lithium Group needs to take to be successful going forward and achievement of the foregoing milestones shall not guarantee success. See "The Neo Lithium Group - Risk Factors". Accordingly, management will retain broad discretion to implement its project development program in a manner that is consistent with sound business and operational practices.

Principal Products, Markets and Trends

Neo Lithium does not currently have any production. Neo Lithium holds interests in properties that are prospective for lithium.

Lithium is a solid only about half as dense as water. Lithium is mixed (alloyed) with aluminum and magnesium for light-weight alloys. Historically, the most common use of lithium compounds and minerals is in the production of ceramics, glass and primary aluminum. Perhaps the most recognized application is CorningWare, in which lithium allows the ceramic to be used from refrigerator to oven without shattering. More recently, the use of lithium as an input in batteries has increased substantially, and rechargeable lithium-ion and lithium-polymer batteries appear to have significant potential for growth.

Lithium is used in battery applications as it has the highest electric output per unit weight of any battery material. Lithium batteries are lightweight and are not as toxic as lead and cadmium batteries. Battery manufacturers are increasingly using lithium based compounds for batteries over other compounds. Moreover, lithium carbonate and lithium hydroxide have been the focus for use in batteries for electric vehicles and grid storage.

Neo Lithium is actively pursuing development options for its lithium project. Factors beyond the control of the Neo Lithium Group may affect the marketability and price of any minerals discovered, if any, and as such may have a material effect on the Neo Lithium Group's business, financial condition or results of operations. The effect of these factors cannot be accurately predicted. See "The Neo Lithium Group - Risk Factors".

Competitive Conditions

Lithium currently has many end uses, including ceramics and glass, batteries, greases, air treatment, and pharmaceuticals. However, it is the battery industry that is expected to drive the majority of future growth for lithium. This growth in batteries is expected to come from several areas: (i) the continued growth of small format batteries for cell phones, laptops, digital cameras and hand held power tools, (ii) the transportation industry's electrification of bicycles, motorcycles, automobiles, buses, and boats using lithium-ion battery technology, and (iii) large format batteries for utility grid-scale storage.

The global supply of lithium is currently dominated by four companies. Three of the companies (Sociedad Quimica y Minera de Chile S.A. (SQM), Albemarle Corporation (which acquired Rockwood Lithium) and FMC Corporation) supply lithium from brines. Each of these three companies has brine operations in the "Puna Plateau", with Albemarle Corporation also having a brine operation in the United States and a spodumene (hard rock) operation in Australia. The fourth company, Sichuan Tianqi Lithium Industries, produces lithium from a spodumene deposit where it has a 51% interest, and Albemarle has a 49% interest. Supply of lithium carbonate is expected to increase in the next 12 to 24 months as various new lithium producers complete project construction.

Risks of Foreign Operations

All of the mineral properties and operations of the Neo Lithium Group are located in a foreign jurisdiction. As such, the Neo Lithium Group is subject to certain political, economic, and other uncertainties. See "The Neo Lithium Group - Risk Factors" and "The Neo Lithium Group – Argentina".

Employees

As at April 15, 2016 the Neo Lithium Group had 3 employees.

Environmental Policies

The Neo Lithium Group aims to minimize the impact of its operations on the environment. An environmental impact report is required to be submitted under the applicable Argentinean mining laws. Approval of the environmental impact report is not a condition to maintain the claim title in good standing but is a pre-requisite to carrying out mining-related activities on the Project. An environmental impact report must be submitted for every type of mining activity (prospecting, exploration, exploitation, development, extraction, etc.) and must be updated every two years. In addition, specific registrations and authorizations must be applied for depending on the activities to be carried out on the claims (for example, water usage and waste disposal).

The Neo Lithium Group is in the process of submitting environmental impact reports for the Project and holds all necessary permits to conduct exploration activities, as applicable, on each of the exploration concessions making up the Project. There are no known environmental liabilities on the mineral concessions making up the Project accruing to the Neo Lithium Group.

Argentina

The following information is included primarily to assist investors to better understand the investment and regulatory climate of Argentina, in so far as it relates to the Neo Lithium Group's activities.

Background

The population of Argentina is over 36,000,000, predominantly of Spanish and Italian descent. The country is over 207,000,000 square kilometres in area.

Argentina is considered to be highly prospective for minerals. Traditionally, mining has played only a minor role in Argentina's general economy, but in the first decade of the 21st century, with more favourable mining and foreign investment laws, exploration and mining activity increased markedly and several major projects went into operation. Several policies of the former federal government of Argentina caused foreign investment into Argentina to be significantly reduced, and in combination with the drop in global metal prices, caused a significant reduction in exploration and development work in Argentina. With the election of a new federal government that has done away with most of the impediments to foreign investment put in place by the former government, and improving metal prices, the expectation is that the mining industry in Argentina will grow and once again become a key factor in the country's economic development.

Investment in the Mining Industry

National Law 24,196 (1993), as amended and generally referred to as the “**Mining Investment Law**” has enabled the expansion of the mining activity through an aggressive tax incentive and investment promotional framework which has been ratified by all Argentinean mining provinces, including Catamarca. The Mining Investment Law is liberal, offering wide scope of action to private enterprise and limiting any direct government action in the mining sphere to a minimum.

Provincial governments of Argentina have considerable authority over exploration and mining in their province and there are Argentinean provinces where the provincial government has taken an anti-mining stance by passing laws to curtail or ban mining in those provinces. The current provincial government of Catamarca Province, where the Project is located, is supportive of the exploration and mining industry.

Exploration and Mining Permits

Argentinean law provides for the granting of two types of mining rights: exploration permits (each an “**Exploration Permit**”), which are limited in duration and which allow for the exploration of a mineral property, and mining permits (each a “**Mining Permit**”), which allow for the exploitation of the minerals in the subject property. The holder of a Mining Permit or an Exploration Permit is permitted to transfer its interest therein pursuant to an option agreement or purchase agreement. The designations of the permits in respect of the Project are Mining Permits. See “The Neo Lithium Group - Principal Properties - Property Description and Location”.

Mineral deposits are held by the provincial or federal government (in the case of each of the Project, by the Province of Catamarca, Argentina), but private individuals or companies are entitled to benefit and dispose of them as owners in accordance with the Argentinean National Mining Code, as amended (the “**Mining Code**”). Mining Permits are applied for with reference to coordinates, although later a survey is required by law under the mining authority's supervision. Mining Permits are unlimited in duration and remain the holder's property as long as the holder meets its obligations under the Mining Code, including annual canon payments (equal to ARS\$3,200 per 100 ha) and minimum investment commitments (equal to 300 times the annual canon payment payable within five years of the filing of a capital investment plan for the Mining Permits). The duration of Exploration Permits is proportional to the size of the property (being 150 days for 500 hectares, plus an extension of 50 days for each additional 500 hectares, up to a maximum of 10,000 hectares and 1,100 days). The period commences 30 days after the permit is granted. The canon payable on an Exploration Permit is equal to ARS\$1,600 per 500 ha.

Mining claims are “map-staked”, although later field staking is required by law under the mining authority's supervision.

Argentinean law distinguishes mineral rights from surface ownership. While surface owners cannot prohibit mining activities on their property, the regulations under the Mining Code provide for notice and indemnification to surface owners and procedures for obtaining easements, both for activities within project boundaries and for those activities that need to be conducted outside the concession boundaries.

An environmental impact report (an “**EIR**”) is required to be submitted under the Mining Code. An EIR must be submitted for every type of mining activity (prospecting, exploration, exploitation, development, extraction, etc.) and must be updated every two years. In addition, specific registrations and authorizations must be applied for depending on the activities to be carried out on the permits (for example, water usage and waste disposal). Approval of the EIR is not a condition to maintain the permit in good standing but is a pre-requisite to carrying out activities on the properties. Neo Lithium has submitted an initial EIR for the Project and awaits regulatory approval thereon.

With respect to surface rights, the Mining Code provides for primacy of the rights of holders of Exploration Permits and Mining Permits over the rights of surface owners, and activities are permitted by such holders subject to the payment of compensation for damage caused or the lodgement of a surety with the government.

Articles 5 and 6 of Catamarca Provincial Law # 4757 (Mining Royalties), establish a “Boca Mina” mining royalty of 3% over the mineral value at the “mine entrance”, independent of processing. For a brine project “mine entrance” is understood to mean at the well head. The royalty is calculated on the value of mineral substances at the mine mouth (Boca Mina) after certain allowable deductions. The royalty base is calculated as the total mineral value at the time of production less deductible costs such as mineral beneficiation, transportation and related admin and overhead costs.

Principal Properties

The Neo Lithium Group retained Dr. Mark King, Ph.D., P.Geo, F.G.C., a Canadian Professional Geoscientist registered with the Association of Professional Geoscientists of Nova Scotia, to prepare the Technical Report regarding the Project in a form consistent with National Instrument 43-101 Standards of Disclosure for Mineral Projects. Dr. King, the author of the Technical Report, is a “qualified person” as defined in NI 43-101 and is independent of POCML and Neo Lithium. The following information regarding the Project has been taken from, is a direct extract of and is qualified in its entirety by the Technical Report, and has been prepared under the supervision of, and included herein with the consent of, Dr. King.

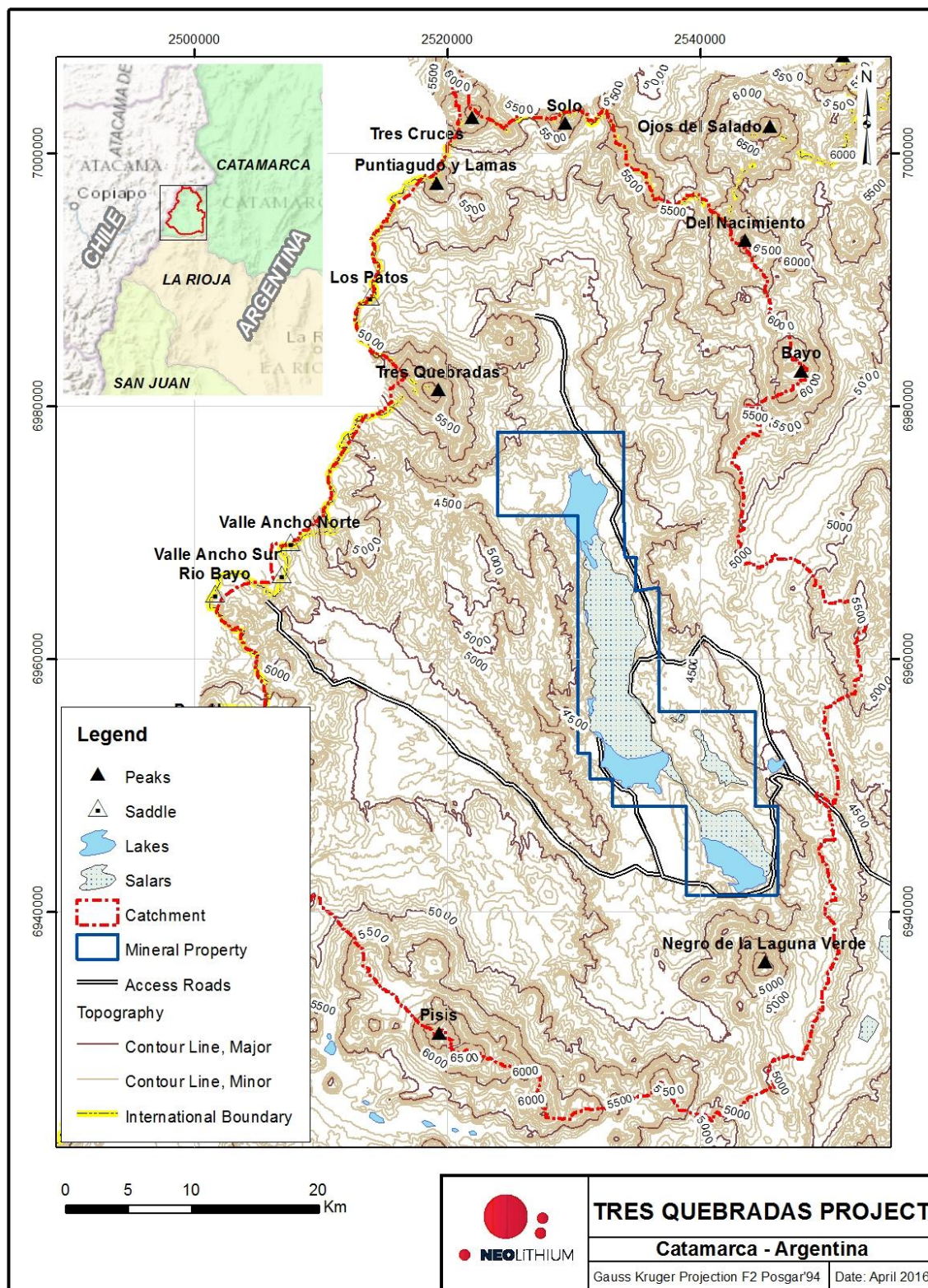
Introduction

The Technical Report was prepared for POCML 3 Inc. and Neo Lithium Corp. (the “**Company**” or “**NLC**”) to document the methods and results of preliminary exploration activities on mineral claims held by the Company at their Tres Quebradas Project (“**3Q Project**” or “**Project**”). The mineral deposits of interest are related to lithium and potassium in brine contained in salars and brine lakes within the Tres Quebradas Salar Complex (“**3Q Salar Complex**” or “**Complex**”).

The format and content of this report is prepared in accordance with the requirements of National Instrument 43-101 – Standards of Disclosure for Mineral Projects including Form 43-101F1 – Technical Report and Companion Policy 43-101CP – To National Instrument 43-101 Standards of Disclosure for Mineral Projects, of the Canadian Securities Administrators (“**NI 43- 101**”).

Report preparation was supervised by Mark King, Ph.D., P.Geo., F.G.C., a “qualified person” (a “**QP**”) who is “independent” of NLC, as such terms are defined by NI 43-101. The author was present at the Project site for a period of three days in March 2016. This was a period of active data collection by NLC, which provided the opportunity to observe field methods.

The assessment of the 3Q Project is at a preliminary stage. Only surface sampling results are available to date. No resource or reserve estimates are possible at this time.



Topography of the Valle Verde Catchment, host to the 3Q Salar Complex

Reliance on Other Experts

The preparation of this report was supervised by the independent QP, Mark King, Ph.D., P.Geo., F.G.C., and president of Groundwater Insight Inc. (“**GWI**”). Dr. King has 28 years of experience as a consulting hydrogeologist. He has served as technical manager on major groundwater-related projects in Canada and the United States, and lithium brine projects in South America and the United States. His expertise in hydrogeology, geochemistry and geology is an appropriate foundation for serving as the QP for this Project and preparing the technical report.

Brine processing information was provided by Dr. Claudio Suarez-Authievre, Ph.D., Chartered Chemist (Canada). Dr. Suarez-Authievre has extensive experience in brine processing projects in Argentina, Chile and Bolivia.

A preliminary evaluation of archeological considerations in the vicinity of the Project was conducted on behalf of NLC by Dr. Norma Ratto (2016).

All information regarding legal status of the mining claims making up the 3Q Project and acquisition thereof by Liex S.A., as specifically noted in this report, was provided by the law firm of Martin and Miguens, Argentinean legal counsel for NLC in a legal opinion dated May 11, 2016. It has not been independently verified by the QP.

Property Description and Location

The 3Q Project is located in the southwestern portion of the Catamarca Province of Argentina. The closest paved road to the Project is Ruta Nacional 60 (RN60) which connects the capital city of Catamarca Province (San Fernando del Valle de Catamarca) to Copiapó and the seaport of Caldera, via Paso de San Francisco.

Argentinean law provides for the granting of two types of mining rights: exploration permits (each an “**Exploration Permit**”), which are limited in duration and which allow for the exploration of a mineral property, and mining permits (each a “**Mining Permit**”), which allow for the exploitation of the minerals in the subject property. The designations of the permits in respect of the 3Q Project are Mining Permits. Mining Permits are unlimited in duration and remain the holder’s property as long as the holder meets its obligations under the Argentinean National Mining Code, as amended, including annual canon payments and minimum investment commitments.

The 3Q Project includes 28,900 ha of tenements in a salar/lake system that has been named the 3Q Salar Complex by NLC. All information regarding the legal status of the 3Q Project tenements was provided by the law firm of Martin and Miguens, Argentinean legal counsel for NLC. It has not been independently verified by GWI. NLC, through a wholly owned subsidiary known LIEX SA, has good and marketable title to 10 exploitation permits (“**Manifestaciones**”) that make up the 3Q Project tenements. These tenements are registered with the mining authority of Catamarca, and are free and clear of any liens or other encumbrances.

Environmental liabilities have not yet been formally evaluated for the Project. However, preliminary inspection indicates that they are low. The local flora is sparse to absent throughout most of the Project area, owing to the desert climate and the high salinity of most waters. The local fauna is equally sparse with minimal wildlife observed in the northern two thirds of the Complex. Some grazing animals and avian wildlife were observed at the south end of the Complex where freshwater inputs support limited growth of grasses. Detailed archeological research has not been conducted in the basin. However, a preliminary investigation conducted for NLC by Dr. Norma Ratto indicates that there is low probability of archeological discoveries in this area.

There are no aboriginal communities (or inhabitants) in the vicinity of the Project. Tourists in four-wheel drive trucks, all-terrain vehicles, and off-road motorcycles occasionally pass through the southern end of the Project area, en route to view the Pissis Volcano, located 21 km southwest of the Project (outside the Company property) and accessed by dirt road.

Access to the 3Q Project is affected by weather conditions. During the winter months, there may be limited or no access to the 3Q Project via the current site access road, depending on the severity of the weather. To the extent known, there are no other significant factors and risks, besides noted in the technical report, which may affect access, title, or the right or ability to perform work on the property.

Accessibility, Climate, Local Resources, Infrastructure and Physiography

The 3Q Project can be accessed from Ruta Nacional 60 (RN60) via a dirt road that heads westward from RN60 at UTM coordinates 582560mE, 6942335mN. It is feasible to access most areas of the property by this dirt road. RN60 is a paved year-round highway that joins the capital city of Catamarca Province (San Fernando del Valle de Catamarca) with the seaport of Caldera, in Chile, via Paso de San Francisco. By this route, Caldera is approximately 450 km from the existing gravel road access to the Project.

The Project is located in a high altitude, cold desert climate. Climate monitoring data do not yet exist for the 3Q Project, but some generalizations are possible, based on Puna conditions. It is expected that prevailing climatic conditions will limit Project exploration work to the period from mid-October to mid-April, with current roads.

The closest population centre to the Project is the town of Fiambalá, Argentina (population 5,000). It is located 100 km east of the Project and can be reached from the Project in a driving time of approximately four hours.

Minimal infrastructure currently exists in the vicinity of the Project. The national highway, RN60, comes to within 50 km of the property. Dirt roads can be used to access the eastern and western sides of the property. A hotel is located on RN60, approximately 50 km north of the point where the site dirt road connects to RN60.

With regard to other infrastructure considerations (availability of power, water, and mining personnel; potential tailings and waste disposal areas, and processing plants) it is noted that infrastructure studies have not yet been conducted for this early stage project. However, some initial possibilities have been identified. Electrical power for the site camp and operational equipment would likely be provided by a combination of solar, wind and diesel generation. Exploration for potential freshwater sources would likely be conducted on one or more of the large alluvial fans that are adjacent to the salar Complex. The town of Fiambalá represents a potential source for mining personnel. Such personnel would need to reside at a camp constructed at the site. The storage requirement for tailings and waste materials is expected to be minimal. Processing details would be further evaluated in the follow-up stage of exploration.

The 3Q Salar Complex occupies the centre of a north-south oriented ovoid catchment area, approximately 80 km long and 45 km wide. The salars and brine lakes of the Complex are located in the lowest area of the catchment, at approximately 4100 masl. The maximum elevation within the Project tenements is approximately 4650 masl. Areas where the topography slopes gently upward from the lakes and salars are indicative of alluvial fans encroaching into the lakes and flat-lying salar surfaces. It is expected that the salars extend outward under these fans, to some degree. Steeper slopes are indicative of bedrock surfaces that plunge under the edges of the salars and lakes, giving relatively sharp boundaries.

History

A third party private owner staked six lithium and potassium mining claims located in Laguna Verde, Tinogasta, Catamarca Province, northwestern Argentina. On January 11, 2016, this owner assigned the mining rights underlying the six lithium and potassium mining claims that he staked to Messrs. Waldo Pérez, Pedro Gonzalez and Gabriel Pindar. On April 5, 2016, Messrs. Pérez, Gonzalez and Pindar assigned all of their rights in these properties to LIEX S.A in consideration of a nominal aggregate payment of 10,000 Argentinean pesos (approx. CDN\$890 in the aggregate) and an aggregate 1.5% gross revenue royalty over the Project. Messrs. Pérez and Pindar are both directors of Neo Lithium. LIEX S.A. also staked four lithium and potassium mining claims in the same area. All information regarding the legal status of the 3Q Project tenements was provided by the law firm of Martin and Miguens, Argentinean legal counsel for NLC. It has not been independently verified by the QP.

The catchment area of the 3Q Salar Complex has a very limited history of mining interest. The only known previous exploration campaign was for gold and copper. The work was conducted in the early to mid-1990s by El Dorado, in the western area of the catchment where they identified and drilled several targets. The access road to the property was constructed at that time.

Geological Setting and Mineralization

The 3Q Project is located in the south end of the Puna Plateau, near the main Andean Cordillera. The Altiplano and Puna Plateaus contain the 'Lithium Triangle,' with corners in Chile, Argentina and Bolivia. The Lithium Triangle is characterized by the occurrence of high-altitude salt lakes and salt flats, many of which contain elevated lithium concentrations. The 3Q Salar Complex is the most southerly salar in the Argentinian portion of the triangle. It is located along a NW-striking lineament that is coincident with the salars of Pedernales and Maricunga, both located in Chile.

Local geological information for the 3Q Project area was available from the unpublished Spanish-language text and 1:250,000-scale geologic map recently completed by Rubiolo et. al (in press). This work is titled Carta Geologica De La Republica Argentina Hoja 2769-IV Fiambalá. Dr. Rubiolo has generously provided his recently prepared manuscript for use in this report.

The shallow brines of the 3Q Salar Complex contain levels of dissolved salts that approach solubility limits at some locations. Shallow brine sampling results from the salar surfaces and brine lakes were used to delineate two shallow zones where the highest concentrations of lithium were detected. These zones are both in the north end of the Complex and they include all of Laguna Tres Quebradas and the adjacent, northern section of Tres Quebradas Salar.

Preliminary shallow brine sampling results indicate the lithium and potassium grades and the levels of impurities in these two zones compare favourably against other deposits that are in production or evaluation. Laguna Tres Quebradas extends to a maximum depth of 2.2 m, and lithium grades are relatively constant with depth. Additional information is required to determine whether surface brine mineralization in the lake and the northern salar extends to adequate depths to be of economic importance.

The surface water features in the catchment include three large brine lakes (Laguna Tres Quebradas, Laguna Verde, and Laguna Negra) within the body of the main salar, and a smaller lake (Laguna Azul) in a neighboring valley to the east. Three rivers carry significant surface flow into the Complex.

No subsurface investigations have been conducted to date, for the 3Q Project. It is expected that the primary source of groundwater recharge to the salars and lakes is through the alluvial fans. The hydraulic gradient of brine within the 3Q Complex is extremely flat. Consequently, it is not yet known whether there is any tendency for brine movement within the Complex (i.e., from north to south or south to north).

Deposit Types

Preliminary information for the 3Q Project indicate the subject salar Complex may meet the conditions for accumulation of lithium brines. In the absence of subsurface drilling information, a preliminary assumption has been made that the 3Q Salar Complex is an evaporite-dominant salar.

Exploration

The lithium brine potential of the 3Q Project has only recently been recognized. No exploration history exists for the property. Since December of 2015, 255 surface brine samples (including 61 Quality Assurance/Quality Control (QA/QC) samples) have been collected from lakes, salars, rivers, and geothermal springs throughout the property. Results have been used to map the distributions of lithium, potassium, and other parameters in surface brines.

Drilling

Drilling has not yet been conducted at the 3Q Project.

Sampling Method and Approach

The sampling program for the 3Q Project was designed by Dr. Waldo Perez, P.Geo., in consultation with the independent QP. The program includes methods for collection of samples from open lakes, salar surfaces, streams, and geothermal springs. The design and methods of the sampling program are considered to be acceptable and appropriate.

Sample Preparation, Analyses and Security

A total of 255 brine samples (including 61 QA/QC samples) were collected at the 3Q Project between December 2015 and April 2016. The samples were collected under the supervision of Dr. Waldo Perez, P. Geo. (Argentina). All brine samples were analyzed by Alex Stewart Laboratories SA (“**ASL**”), an ISO 9001-2008-certified laboratory with facilities in Mendoza, Argentina and headquarters in England. NLC has confirmed to the QP that ASL is independent of NLC. Evaluation of QA/QC results indicates that the program data are acceptable for preliminary evaluation of the 3Q Project.

Data Verification

Sample collection and transport was performed under the supervision of Waldo Perez, Ph.D., P. Geo. A QA/QC program was employed, which consisted of the following:

- A reference standard sample was inserted into the sample stream at regular intervals by NLC personnel.
- A field blank was inserted into the sample stream at regular intervals by NLC personnel.
- Field duplicate samples were inserted into the sample stream at regular intervals by NLC personnel.
- A set of field duplicate samples was collected by the independent QP and submitted for analysis with the NLC samples, but with a numbering system that was not divulged to NLC personnel.
- A set of laboratory duplicate samples was analyzed by ALS.

Based on results from the above noted QA/QC samples and a review of field program methods, the 3Q Project dataset is considered acceptable for evaluation of surface brine on the 3Q Project.

Mineral Processing and Metallurgical Testing

No mineral processing and metallurgical testing has been conducted to date, for the 3Q Project. A discussion of general brine processing and project development considerations is provided.

Mineral Resources Estimates

The exploration work conducted to date for the 3Q Project is preliminary. To date, no drilling has been conducted for the Project. Consequently, it is not possible to develop Resource or Reserve Estimates with the existing dataset.

Adjacent Properties

There are no known properties adjacent to the 3Q Project where lithium prospecting has been conducted. The only known previous exploration campaign in the catchment was for gold and copper, with work conducted in the western area by El Dorado in the mid to late 1990s. The access road to the property was constructed at that time.

The two nearest lithium brine prospects are at Maricunga Salar and Laguna Verde (both in Chile). Maricunga is located 56 km to the northwest, in Chile. An NI 43-101 Report was prepared on behalf of the Li3 (Hains and Reidel, 2012), which documented a Measured and Inferred Resource for Maricunga. The Laguna Verde Project is located 50 km NNE, also in Chile. Hinner (2009) prepared an NI 43-101 report for Etna Resources Inc., documenting an evaluation of this lithium prospect.

Further north, in the same province in which the 3Q Project is located, are the Fenix Lithium Mine (operated by FMC) and the Sal de Vida Project (under evaluation by Galaxy). Both operations are located in the Hombre Muerto Salar, 250 km NNE of the 3Q Project.

Other Relevant Data and Information

The independent QP is aware of no other data and information that are relevant for reasonable assessment of this this early-stage Project.

Interpretation and Conclusions

The exploration work conducted to date for the 3Q Project is preliminary. To date, no drilling has been conducted for the Project. Consequently, it is not possible to develop Resource or Reserve Estimates with the existing dataset. Two zones of primary interest within the 3Q Project were identified based on surface and shallow sampling results. Specifically, they include areas where sampling indicated the presence of lithium at or above 410 mg/L. This concentration was qualitatively identified as being sufficiently elevated to be of interest for subsequent exploration.

Sampling results from these two Zones indicate that the lithium and potassium grades, and the levels of impurities, compare favourably against other deposits. Additional information is required to determine whether these surface brine distributions extend to adequate depths to be of economic importance. Currently, the depth and distribution of lithium brine below the surface is a significant source of Project uncertainty in terms of potential economic viability. Also, the results from duplicates collected by the QP indicate some potential for lower lithium and potassium concentrations (approximately 10%, on average) either due to analytical error or changes in field conditions since the original samples were collected. The differences are considered minor, but potential causes (i.e., analytical drift or short-term variability in shallow brine composition) should be evaluated in any follow-up studies.

In the absence of subsurface drilling information, a preliminary assumption has been made that the 3Q Salar Complex is an evaporite-dominant salar. That is, it is assumed the salar infill materials consist primarily of halite and other evaporites. The rough, evaporitic surface of the salar is the primary reason for this assumption. It is further assumed that salar infill materials extend under the brine lakes. Subsurface exploration is required to evaluate these assumptions.

Recommendations

The 3Q Project is at a preliminary stage of exploration, with activities that have included collection of brine samples from lakes and the near-surface of the salars. Additional exploration activities are proposed to address the following objectives:

1. To assess brine grades at greater depths within the Zones identified as having the greatest potential to contain grades and quantities of economic interest;
2. To assess formation permeability at the depths and locations considered to have the most potential for eventual brine production;
3. To conduct brine grade and permeability assessment at greater depths;
4. To conduct laboratory testing of brine processing constraints;
5. To conduct field pilot-scale testing of brine evaporation and processing constraints;
6. To collect baseline and ongoing information pertaining to on-site meteorology and hydrology;
7. To collect environmental baseline information; and
8. To construct a hydrogeological numerical model of the site using all available information.

A cost estimate for the proposed exploration activities indicates a total cost of \$9,000,000 USD.

Neo Lithium Selected Financial Information and Management's Discussion and Analysis

The following is selected financial data derived from the consolidated financial statements of Neo Lithium for the four month period ended April 15, 2016.

Net loss	\$ (254,621)
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Total comprehensive loss for the year	(251,709)
Net income (loss) per share (basic and diluted)	(0.02)
Working capital	208,887

Total assets	\$ 1,481,386
Total liabilities	432,955
Total equity	1,048,431

Net sales or total revenue	Nil
Total long term financial liabilities	Nil
Cash dividends declared	Nil

Results of Operations

For the four month period ended April 15, 2016:

For the four month period ended April 15, 2016, Neo Lithium's net loss was \$254,621 (\$0.02 per share), the net loss was a result of the following:

- Neo Lithium incurred professional fees of \$165,488 for the four months ended April 15, 2016; this was primarily due to the acquisition of the mineral properties and to set up the corporate structure in Canada and Argentina.
- Neo Lithium registered a gain on foreign exchange of \$8,533 for the four months ended April 15, 2016, this was attributed to a stronger Canadian dollar against the Argentinean peso during the period.
- Salaries, benefits and directors fees for the four months ended April 15, 2016, were \$48,107 this is associated with senior management and a key consultant compensation. Neo Lithium does not pay directors fees at the moment.
- Marketing and promotion expenditures for the four months ended April 15, 2016, were \$15,957 this was associated with Neo Lithium participation on a lithium tradeshow and image creation of Neo Lithium.
- Property investigation expense for the four months ended April 15, 2016, was \$16,556 this was associated with uncapped expenditures related with the mineral property in Argentina.

Consolidated Financial Position

This section should be read in conjunction with the Consolidated Statement of Financial Position and Statement of Shareholder's Equity as of April 15, 2016 and the corresponding notes thereto.

Consolidated Assets

Consolidated assets were \$1,481,386 at April 15, 2016. Cash and cash equivalents were \$622,491 with the property rights and exploration costs \$838,059 as a result of the purchase of the 6 mining claims to complete the 10 that complete the Project as well as the exploration campaigns during the period. Office and field equipment was \$1,485 at April 15, 2016.

Consolidated Liabilities

Consolidated liabilities were \$432,955 at April 15, 2016, this balance is composed in part of the last property payment as well as some studies associated with the mineral property and legal fees for the period.

Shareholders' Equity

Shareholders' equity was \$1,048,431 at April 15, 2016 is primarily derived from the net loss for the period of \$254,621, offset by \$2,912 in favorable movements in the foreign currency translation adjustment, \$1,300,140 in proceeds received from the private placements held on February 9 and March 11, 2016.

Liquidity and Capital Management

As at April 15, 2016, Neo Lithium had cash resources of \$622,491 and its net working capital was \$208,887. Neo Lithium anticipates that these resources will be sufficient to meet its current obligations, currently planned operating costs and expenditures on its mineral properties over the next 12 months.

The priority is to use the funds in the continuation and expansion of the Tres Quebradas lithium Project. The current liabilities at April 15, 2016 includes accounts payable of \$432,955 primarily related to the final property payment, exploration expenditures, legal fees and regular burn rate expenses incurred during the four months period and payable in the normal course.

Neo Lithium manages capital based on project requirements being fundable from ongoing working capital and considering additional financings required to provide sufficient funds to maximize investment within exploration and development activities. Such additional financings are contemplated within the context of minimizing share dilution.

Neo Lithium does not currently own or have an interest in any producing mineral properties and does not derive any revenues from operations. Neo Lithium's activities have been funded through equity financing and Neo Lithium expects that it will continue to be able to utilize this source of financing until it develops cash flow from operations. There can be no assurance, however, that Neo Lithium will be successful in its efforts. If such funds are not available or other sources of finance cannot be obtained, then Neo Lithium will be forced to curtail its activities to a level for which funding is available and can be obtained.

Cash Flow

During the four month period ended April 15, 2016, Neo Lithium used \$170,428 of cash in its operations. Receivables increased by \$17,442 due to an increase in sales tax recoverable from Canada and Argentina. Prepaid expenses increased by \$1,909 due to an increase in operational expenses associated with the Argentinean property. Accounts payable and accrued liabilities increased by \$432,955 as a result of expenditures related with the mineral exploration.

During the four month period ended April 15, 2016, Neo Lithium used \$839,544 of cash in its investing. During the current period, Neo Lithium spent \$838,059 on purchase of property rights, evaluation and exploration costs, composed mainly of the acquisition of the mineral rights of the Tres Quebradas Project as well as exploration expenditures. Neo Lithium spent \$1,485 on purchase of field and office equipment.

During the four month period ended April 15, 2016, Neo Lithium generated \$1,300,140 of cash with its financing activities. Neo Lithium received gross proceeds of \$140 and \$1,300,000 for the Neo Lithium Shares issued in the private placements completed on February 6, 2016 and March 11, 2016 respectively.

During the four month period ended April 15, 2016, Neo Lithium had a net decrease in cash and cash equivalents of \$631,024 and a foreign exchange gain of \$8,533 from the exchange rate difference, leaving cash and cash equivalents balance of \$622,491 as at April 15, 2016.

Off-Balance Sheet Arrangements

Neo Lithium has no off-balance sheet arrangements.

Related Party Transactions

During the four month period ended April 15, 2016, Neo Lithium incurred the following related party transactions:

- (a) \$75,000 in legal fees to a law firm, Fasken Martineau DuMoulin LLP, of which a partner is a director of Neo Lithium as well as the legal counsel of Neo Lithium.
- (b) \$40,107 in fees paid to the Chief Executive Officer of Neo Lithium pursuant to a service contract. As at April 15, 2016, \$6,419 remained payable.
- (c) \$8,000 in fees paid to the Chief Financial Officer of Neo Lithium pursuant to a service contract. As at April 15, 2016, \$4,000 remained payable.
- (d) The Tres Quebradas Project has a royalty commitment upon production of 1.5% over gross sales to be divided in 3 equal parts, two of which are directors and officers of Neo Lithium.

These transactions were in the normal course of operations and were measured at the exchange amount, which is the amount of consideration established and agreed to by the related parties.

Key management compensation:

Salaries and benefits \$ 48,107

Segmented Information

Neo Lithium operates in one reportable and geographical segment. Neo Lithium's lithium project is in exploration stage. Neo Lithium's geographic information is summarized in the following table:

		Canada		Argentina		Total
As at April 15, 2016						
Current assets	\$	542,989	\$	98,853	\$	641,842
Field and office equipment		-		1,485		1,485
Property rights and evaluation and exploration costs		-		838,059		838,059
Current liabilities		136,528		296,427		432,955
For the period ended April 15, 2016						
Net loss for the year		(234,791)		(19,830)		(254,621)

Management's Discussion and Analysis

The management's discussion and analysis of Neo Lithium for the four month period ended April 15, 2016 is attached as Schedule "I" to this Information Circular.

Exemptive Relief Regarding Financial Statements of the Project

Pursuant to Subsection 4.10(2)(a) of National Instrument 51-102, Item 32 of Form 41-101F1 to National Instrument 41-101 and L'Autorité des marchés financiers' May 3, 2012 "Notice Relating to Financial Statement Requirements for IPO Issuers Acquiring Mining Claims," POCML and Neo Lithium are required to file financial statements for the mining claims of the Project. POCML has applied to the Ontario Securities Commission for exemptive relief from this requirement. At the present time, the Ontario Securities Commission has yet to grant POCML and Neo Lithium the exemptive relief requested and there is no certainty that such relief will be granted by the Ontario Securities Commission. If such relief is not granted, POCML and Neo Lithium may need to file a new joint information circular of POCML and Neo Lithium containing the financial statements for the mining claims of the Project, which may require POCML to cancel the POCML Meeting and schedule a new annual and special meeting of its shareholders and Neo Lithium to cancel the Neo Lithium Meeting and schedule a new special meeting of its shareholders to replace the POCML Meeting and the Neo Lithium Meeting, respectively.

Description of Securities

Set forth below is a summary of the terms of the securities of Neo Lithium anticipated to be issued and outstanding as of the Effective Date, prior to the completion of the Amalgamation.

Neo Lithium Shares

Neo Lithium is authorized to issue an unlimited number of Neo Lithium Shares. There are 38,700,000 Neo Lithium Shares issued and outstanding as of the date of this Information Circular. Holders of Neo Lithium Shares are entitled to receive notice of any meetings of shareholders of Neo Lithium, and to attend and to cast one vote per Neo Lithium Share at all such meetings. Holders of Neo Lithium Shares do not have cumulative voting rights with respect to the election of directors and, accordingly, holders of a majority of the Neo Lithium Shares entitled to vote in any election of directors may elect all directors standing for election. Holders of Neo Lithium Shares are entitled to receive on a pro rata basis such dividends on the Neo Lithium Shares, if any, as and when declared by the Neo Lithium Board at its discretion from funds legally available therefor, and upon the liquidation, dissolution or winding up of Neo Lithium are entitled to receive on a pro rata basis the net assets of Neo Lithium after payment of debts and other liabilities, in each case subject to the rights, privileges, restrictions and conditions attaching to any other series or class of shares ranking senior in priority to or on a pro rata basis with the holders of Neo Lithium Shares with respect to dividends or liquidation. The Neo Lithium Shares do not carry any pre-emptive, subscription, redemption or conversion rights, nor do they contain any sinking or purchase fund provisions.

Neo Lithium Broker Warrants

In connection with the Neo Lithium Private Placement, Neo Lithium issued to eligible registrants such number of Neo Lithium Broker Warrants as was equal to 5% of the number of Neo Lithium Shares sold by such registrants. Each Neo Lithium Broker Warrant will entitle the holder thereof to acquire one Neo Lithium Share at a price of \$1.00 for a period of 24 months. The Neo Lithium Broker Warrants contain standard anti-dilution provisions.

Consolidated Capitalization

The following table sets forth the capitalization of Neo Lithium as at the date of this Information Circular.

	Outstanding as of the date of this Information Circular ⁽²⁾
Neo Lithium Shares (authorized – unlimited)	\$11,003,448 (38,700,000 Neo Lithium Shares)
Neo Lithium Broker Warrants ⁽¹⁾	\$438,402 (572,500 Neo Lithium Broker Warrants)

Notes:

- (1) Apart from the Neo Lithium Broker Warrants, which entitles the holder to acquire one Neo Lithium Share at an exercise price of \$1.00 until May 12, 2018, there are no other Neo Lithium convertible securities outstanding.
- (2) As at April 15, 2016, Neo Lithium's deficit is \$254,621.26.

Prior Sales

The following table sets forth all securities issued by Neo Lithium since incorporation:

Date	Number and Type of Securities Issued	Issue Price Per Security
February 9, 2016	14,000,000 Neo Lithium Shares ⁽¹⁾	\$0.00001
March 11, 2016	13,000,000 Neo Lithium Shares ⁽²⁾	\$0.10
May 12, 2016	11,700,000 Neo Lithium Shares	\$1.00

Notes:

- (1) Mr. Perez purchased 3,960,000 Neo Lithium Shares, Mr. Karayannopoulos purchased 750,000 Neo Lithium Shares, Mr. Pladsen purchased 100,000 Neo Lithium Shares and Mr. Pindar purchased 3,860,000 Neo Lithium Shares.
- (2) Mr. Perez purchased 930,000 Neo Lithium Shares, Mr. Karayannopoulos purchased 950,000 Neo Lithium Shares, Mr. Pladsen purchased 100,000 Neo Lithium Shares, Mr. Fornazzari purchased 840,000 Neo Lithium Shares and Mr. Pindar purchased 930,000 Neo Lithium Shares.

Directors and Officers

The name, residence, age, positions held with Neo Lithium and principal occupation during the preceding five years, and certain other information concerning each of the directors and officers of Neo Lithium are as follows:

Name, Age and Municipality of Residence	Positions Held	Position(s) Held Since	Principal Occupation During the Preceding Five Years⁽¹⁾	Neo Lithium Shares Held⁽²⁾
Waldo Perez Mendoza, Argentina Age: 52	Director, President and Chief Executive Officer	President and Chief Executive Officer since January 15, 2016, Director Since February 9, 2016	Director and Consultant, Latin America Minerals Inc., mineral exploration company, (2013-2016) Former President and Chief Executive Officer of Lithium Americas Corp., junior natural resource & mining company, (2006-2013)	4,890,000
Julio Martinez Vaughan, Ontario Age: 41	Chief Financial Officer	March 15, 2016	Chief Financial Officer - Latin America Minerals Inc., mineral exploration company, (2011-2016)	0
Constantine Karayannopoulos Toronto, Ontario Age: 55	Director ⁽³⁾	February 9, 2016	Chairman, Interim Chief Executive Officer - Molycorp, Inc., rare earth and rare metal manufacturing and engineering company, (2012-2016) Chief Executive Officer, Chief Operations Officer, Executive Vice President, Vice President - Neo Material Technologies Inc., rare earth and rare metal manufacturing and engineering company, (1994-2012)	1,700,000
Thomas Pladsen Toronto, Ontario Age: 56	Director ⁽³⁾	February 9, 2016	Chief Financial Officer - Crystal Peaks Minerals Inc., development-stage mining company, (2015-2016) Chief Financial Officer - Atacama Pacific Gold Corporation, junior natural resource & mining company, (2010-2016)	200,000
Paul Fornazzari Oakville, Ontario Age: 49	Director and Corporate Secretary	January 15, 2016	Lawyer - Fasken Martineau DuMoulin LLP, law firm, (2015-2016) Lawyer - Gowling Lafleur Henderson LLP, law firm, (2000-2015)	840,000
Gabriel Pindar London, United Kingdom Age: 44	Director ⁽³⁾	February 9, 2016	General Manager & Head of Projects - ArcelorMittal Mining UK, Ltd., integrated steel and mining company, (2013 -2016) Head of Projects - Engenium Chemicals Corp., chemical product manufacturing, (2011-2013)	4,790,000

Notes:

- (1) To the knowledge of the directors, all companies noted are still carrying on business as of the date of this Information Circular.
- (2) The number of securities noted, not being within the knowledge of Neo Lithium, has been provided by each director or officer individually.

(3) Member of the audit committee.

Executive Compensation

Compensation Discussion and Analysis

The objective of Neo Lithium's compensation strategy is to provide adequate levels of base compensation for its officers as well as discretionary bonuses to act as incentive mechanisms for achieving corporate goals and objectives. The Neo Lithium Board may also set, throughout the year, discretionary bonuses to serve as incentive mechanisms for the meeting of particular corporate goals and objectives, or in connection with Neo Lithium's financial performance.

In setting compensation and bonus levels, the Neo Lithium Board has not yet established any formal objectives or criteria, as Neo Lithium's current stage of development and financial resources requires flexibility in determining remuneration for its officers. A compensation committee has not been established by Neo Lithium. Neo Lithium Board's will, as circumstances require, review and consider the general risks associated with Neo Lithium's compensation policies and strategies in terms of compensation paid or proposed to be paid to its officers.

Summary Compensation Table

The following table sets forth the total compensation paid to Neo Lithium's Chief Executive Officer and Chief Financial Officer. Neo Lithium has not issued any, and there are no outstanding, share-based awards or option-based awards to its officers. Neo Lithium does not have any other individuals that may be referred to as "Named Executive Officers."

Name and Principal Position	Year	Salary	Non-Equity Incentive Plan Compensation	All Other Compensation⁽¹⁾	Total⁽¹⁾
Waldo Perez, President & Chief Executive Officer	2016 ⁽²⁾	Nil	Nil	US\$25,000 ⁽²⁾	US\$25,000
Julio Martinez, Chief Financial Officer	2016 ⁽³⁾	Nil	Nil	CAD\$8,000 ⁽³⁾	CAD\$8,000

Notes:

- (1) Compensation paid as of April 15, 2016.
- (2) Mr. Perez's term as President and Chief Executive Officer commenced on February 1, 2016. He receives a monthly fee of US\$10,000 for his services.
- (3) Mr. Martinez's term as Chief Financial Officer commenced on March 15, 2016. He receives a monthly fee of CAD\$8,000 for his services.

Compensation of Directors

No compensation is paid by Neo Lithium to any director who is not an executive officer, and Neo Lithium directors receive no fee for attending meetings of the Neo Lithium Board or any committee of the Neo Lithium Board. Neo Lithium has not previously issued any share-based awards or option-based awards to its directors.

Concurrently with the completion of the Reorganization Transaction, 3,000,000 Amalco Incentive Options are to be issued to the Amalco Board, senior management and key staff. The options are to have an exercise price of \$1.00 per share and a term of 5 years from the date of grant.

Management Contracts

Mr. Waldo Perez, President & Chief Executive Officer

Mr. Perez entered into an independent contractor agreement with Neo Lithium dated February 1, 2016. Pursuant to the terms and conditions of the agreement, Mr. Perez is contracted to provide services to Neo Lithium as the President and Chief Executive Officer for a one-year term commencing on February 1, 2016 and ending on January 31, 2017. In consideration for Mr. Perez's services, Neo Lithium has agreed to pay Mr. Perez a monthly fee of

US\$10,000. In the event that Mr. Perez's services are terminated by Neo Lithium without prior notice, Mr. Perez is entitled to receive an amount equal to the remaining amount of the agreed to fee that would have otherwise been payable to him by Neo Lithium over the course of the term of services. Mr. Perez works full-time for Neo Lithium.

Mr. Julio Martinez, Chief Financial Officer

Mr. Martinez entered into an independent contractor agreement with Neo Lithium dated March 15, 2016. Pursuant to the terms and conditions of the agreement, Mr. Martinez is contracted to provide services to Neo Lithium as Chief Financial Officer for a four month term commencing on March 15, 2016 and ending on July 15, 2016. In consideration for Mr. Martinez's services, Neo Lithium has agreed to pay Mr. Martinez a monthly fee of CAD\$8,000. Mr. Martinez works part-time for Neo Lithium.

Indebtedness of Directors and Senior Officers

No director, executive officer, employee, former executive officer, former director or former employee, or any associate of any such person, is, or has been at any time since the incorporation of Neo Lithium, indebted to Neo Lithium or any of its subsidiaries nor is, or at any time since the incorporation of Neo Lithium has, any indebtedness of any such person to another entity been the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by Neo Lithium or any of its subsidiaries.

Non-Arm's Length Party Transactions

Neo Lithium has not acquired any assets or services or provided any assets or services in any transaction completed within five years months before the date of this Information Circular, or in any proposed transaction, involving any non-arm's length parties (within the meaning of applicable TSXV regulations).

Pursuant to an Assignment of Rights Agreement dated April 5, 2016, LIEX S.A. acquired mining claims Lodomar I to VI of the Project from, among others, Messrs. Perez and Pindar, who purchased such mining claims from a private owner, in consideration of a nominal aggregate payment of 10,000 Argentinean pesos (approx. CDN\$890 in the aggregate) and an aggregate 1.5% gross revenue royalty over the Project.

The Amalgamation is not a Non-Arm's Length Qualifying Transaction to either POCML or Neo Lithium (within the meaning of applicable TSXV regulations).

Principal Holders of Voting Securities

See "General Proxy Information – Principal Holders of Voting Securities".

Legal Proceedings

To the knowledge of the Neo Lithium Group, there are no legal proceedings material to the Neo Lithium Group to which the Neo Lithium Group is a party or of which any of its properties are the subject matter, nor are any such proceedings known to the Neo Lithium Group to be contemplated.

Interest of Management and Others in Material Transactions

Other than as disclosed elsewhere in this Information Circular, no director, executive officer, principal holder of securities of Neo Lithium, or any associate or affiliate thereof has or has had any material interest, directly or indirectly, in any transaction involving Neo Lithium at any time since its incorporation, that in any case has materially affected or will materially affect Neo Lithium.

Auditors

The auditors of Neo Lithium are MNP LLP, located at 111 Richmond Street West, Suite 300, Toronto, Ontario, M5H 2G4. MNP LLP was first appointed as auditors of Neo Lithium in April 7, 2016.

Material Contracts

The only material contracts entered into by Neo Lithium or on its behalf since its incorporation, other than contracts in the ordinary course of business, are as follows:

- (a) Master Agreement dated April 8, 2016, between Neo Lithium and POCML, as amended; see “The Reorganization Transaction – Master Agreement”;
- (b) Assignment of Rights Agreement dated April 5, 2016, between Mr. Waldo Perez, Mr. Gabriel Pindar and Mr. Pedro González, with respect to the assignment to LIEX S.A. of certain mineral concessions (mining claims Lodomar I to VI, purchased from a private owner) of the Project and grant of an aggregate 1.5% gross revenue royalty; and
- (c) Royalty agreements dated April 5, 2016, individually between Mr. Waldo Perez, Mr. Gabriel Pindar and Mr. Pedro González and LIEX S.A., where Mr. Perez, Mr. Pindar and Mr. González, as former owners of mining claims Lodomar I to VI of the Project, are granted an aggregate 1.5% gross revenue royalty.

Copies of all material contracts will be available for inspection at the registered offices of Neo Lithium, located at 333 Bay Street, Suite 2400, Toronto, Ontario M5H 2T6, during ordinary business hours, until completion of the Reorganization Transaction and for a period of thirty (30) days thereafter.

Risk Factors

The following risk factors, which are not exhaustive, could materially affect the Neo Lithium’s business, financial condition or results of operations:

There is no assurance that Neo Lithium can establish the existence of any mineral resource on the Project in commercially exploitable quantities.

The Project is in the very early exploration stage and there are no known resources or commercial quantities of mineral reserves on the Project. The purpose of the Private Placement, and future financings, is to raise funds to carry out exploration and, if warranted by exploration results, development with the objective of establishing resources and possibly, economic quantities of mineral reserves. There is no assurance that Neo Lithium can establish the existence of any mineral resource on the Project in commercially exploitable quantities. Until Neo Lithium can do so, it cannot earn any revenues from operations and if it does not do so it will lose all of the funds that Neo Lithium expends on exploration. If Neo Lithium does not discover any mineral resource in a commercially exploitable quantity, its business could fail. The only source of future funds presently available to Neo Lithium is through the sale of equity capital. The only alternative for the financing of further exploration would be the offering by Neo Lithium of an interest in the Project to be earned by another party or parties carrying out further exploration or development thereof, which is not presently contemplated. There is no assurance that such sources of financing will be available on acceptable terms, if at all. AN INVESTMENT IN NATURAL RESOURCE COMPANIES INVOLVES A SIGNIFICANT DEGREE OF RISK. THE DEGREE OF RISK INCREASES SUBSTANTIALLY WHERE THE CORPORATION’S PROPERTIES ARE IN THE EXPLORATION AS OPPOSED TO THE DEVELOPMENT STAGE.

There is risk to the growth of lithium markets.

The development of lithium operations at the Project is almost entirely dependent on the adoption of lithium-ion batteries for electric vehicles and other large format batteries that currently have limited market share and whose projected adoption rates are not assured.

To the extent that such markets do not develop in the manner contemplated by the Neo Lithium Group, then the long-term growth of lithium products will be adversely affected, which would inhibit the potential for development of the projects, their potential commercial viability and would otherwise have a negative effect on the business and financial condition of Neo Lithium.

The Project may not be developed as planned and the Neo Lithium may not achieve the intended economic results or commercial viability.

Neo Lithium's business strategy depends in large part on developing the Project into one or more commercially viable mines. Whether a mineral deposit will be commercially viable depends on a number of factors, including: (i) the particular attributes of the deposit, such as size, grade and proximity to infrastructure; (ii) commodity prices, which are highly cyclical; and (iii) government regulations, including regulations relating to prices, taxes, royalties, land tenure, land use, importing and exporting of mineral resources, environmental protection and capital and operating cost requirements. There is no assurance that Neo Lithium will ever develop any of the deposits on the Project. If Neo Lithium is unable to develop all or any of its projects into a commercial working mine, its business and financial condition will be materially adversely affected.

Neo Lithium has no operating history or history of earnings and does not have a track record of taking its projects into production.

Neo Lithium has no commercial operating history or history of earnings, and there is no assurance that Neo Lithium's properties or any other properties it may acquire or obtain hereafter will generate any earnings, operate profitably or provide a return on investment in the future. Also, putting a project into production requires substantial planning and expenditures and Neo Lithium does not yet have a sustained track record of taking its projects into commercial production.

Neo Lithium has limited sources of future financing and there are no assurances that future funding will be available for further exploration and development, or if available, that it will be on favourable terms.

Neo Lithium has limited financial resources and has no source of operating income. There is no assurance that Neo Lithium will be able to obtain additional financing in the future on favourable terms or terms acceptable to it. The ability of Neo Lithium to arrange additional financing in the future will depend, in part, on the prevailing capital market conditions as well as the business performance of Neo Lithium. Failure to obtain additional financing on a timely basis may cause Neo Lithium to postpone or abandon exploration and development of Neo Lithium's properties, forfeit its rights to Neo Lithium's properties or reduce or terminate its operations.

Title to Neo Lithium's properties may be challenged, impugned or revoked or be subject to undetected defects, which may result in the loss of all or a portion of Neo Lithium's rights or interests.

There can be no assurance that Neo Lithium's rights or interests in and to properties will not be challenged, impugned or revoked. They may be subject to prior unregistered agreements or transfers or indigenous land claims and title may be affected by undetected defects. If title defect exists, it is possible that Neo Lithium may lose all or a portion of its rights or interest in and to properties. Until competing rights or interest to Neo Lithium's properties have been determined, there is no assurance as to the validity of Neo Lithium's rights or interest to properties. In addition, Neo Lithium may be unable to operate properties as permitted or to enforce its rights with respect to such properties, and the title to its mineral properties may also be impacted by state action.

Neo Lithium will not be party to any long term contracts or have any significant customers.

Neo Lithium has not entered into any long term contracts or obtained any significant customers and, therefore, has no assured sources of revenue.

Insiders of Neo Lithium may be subject to conflicts of interest.

Most of the directors and officers of Neo Lithium are engaged and will continue to be engaged in the search for additional business opportunities on behalf of other entities, and situations may arise where these directors and officers will be in direct competition with Neo Lithium. Conflicts, if any, will be dealt with in accordance with the relevant provisions of the OBCA. In order to avoid the possible conflict of interest which may arise between the directors' and officers' duties to Neo Lithium and their duties to the other entities they are involved with, the directors and officers of Neo Lithium have been advised the following by Neo Lithium: (a) participation in other business ventures offered to the directors or officers should be allocated between the various entities on the basis of prudent business judgment and the relative financial abilities and needs of such entities to participate; (b) no commissions or other consideration will be paid to such directors and officers; and (c) business opportunities

formulated by or through other entities in which the directors and officers are involved should not be offered to Neo Lithium except on the same or better terms than the basis on which they are offered to third party participants.

The success of other properties, in the region or elsewhere, is not an accurate indication of the likelihood of success of Neo Lithium's properties.

The successful development and production of neighbouring or contiguous properties, or of other lithium properties, whether in the region of the Project or elsewhere in the world, is not an accurate indicator of the likelihood of successful development and production of Neo Lithium's properties.

Neo Lithium may not be able to acquire mineral properties.

There is no assurance that Neo Lithium will be able to acquire any other mineral properties of merit.

Neo Lithium will be subject to risks that are not insurable and should such risks arise, they could reduce or eliminate any future profitability and result in increasing costs and a decline in the value of the securities of Neo Lithium.

In the course of exploration, development and production of mineral properties, certain risks, and in particular, unexpected or unusual geological operating conditions including cave-ins, fires, flooding and earthquakes may occur. It is not always possible to fully insure against such risks and Neo Lithium may decide not to take out insurance against such risks as a result of high premiums or other reasons. Should such liabilities arise, they could reduce or eliminate any future profitability and result in increasing costs and a decline in the value of the securities of Neo Lithium.

The success of Neo Lithium is largely dependent on a few key individuals.

The success of Neo Lithium will be largely dependent upon the performance of its key officers, consultants and employees. Locating mineral deposits depends on a number of factors, not the least of which is the technical skill of the exploration, developing and operating personnel involved. Failure to retain key individuals or to attract, and, if attracted, retain additional key individuals with necessary skills could have a materially adverse impact upon Neo Lithium's success. Neo Lithium has not purchased any "key-man" insurance with respect to any of its directors, officers or key employees and has no current plans to do so.

Neo Lithium will be subject to environmental and safety regulations and there could be significant adverse consequences to Neo Lithium arising from changes to such regulations or non-compliance therewith.

Neo Lithium's operations may be subject to environmental regulations promulgated by government agencies from time to time. Environmental legislation provides for restrictions and prohibitions on spills, releases or emissions of various substances produced in association with certain mining industry operations which would result in environmental pollution. A breach of such legislation may result in the imposition of fines and penalties. In addition, certain types of operations require the submission and approval of environmental impact assessments. Environmental legislation is evolving in a manner that means standards are stricter, and enforcement, fines and penalties for non-compliance are more stringent. Environmental assessments of proposed projects carry a heightened degree of responsibility for companies and directors, officers and employees. The cost of compliance with changes in governmental regulations has a potential to reduce the profitability of operations. Neo Lithium intends to comply fully with all environmental regulations.

Such operations and exploration activities are also subject to substantial regulation under applicable laws by governmental agencies. There can be no assurance, however, that such laws and regulations will not have an adverse effect on any mining project which Neo Lithium might undertake.

The Project is not located in a protected area. The Project is located in a "Ramsar" site (under the Convention on Wetlands of International Importance, more commonly known as the Ramsar Convention) meaning that there is a particular interest for conservation in the area of the Project, particularly concerning the nesting sites for birds. Current Argentinian environmental legislation does not prohibit the development of any project in a Ramsar site, provided that it complies with current environmental requirements.

Failure to comply with applicable laws, regulations, and permitting requirements may result in enforcement actions thereunder, including orders issued by regulatory or judicial authorities causing operations to cease or be curtailed, and may include corrective measures requiring capital expenditures, installation of additional equipment, or remedial actions. Parties engaged in mining operations and mineral exploration and development may be required to compensate those suffering loss or damage by reason of mining or other exploration and/or development activities and may have civil or criminal fines or penalties imposed for violations of applicable laws or regulations and, in particular, environmental laws.

Amendments to current laws, regulations and permits governing operations and activities of mining companies, or more stringent implementation thereof, could have a material adverse impact on Neo Lithium and cause increases in capital expenditures or production costs or reduction in levels of production at producing properties or require abandonment or delays in development of new mining properties.

Neo Lithium will be required to obtain permits or maintain them in good standing and comply with various other government regulations and there could be significant adverse consequences to Neo Lithium arising from not obtaining such permits or not complying with such government regulations, including curtailing or prohibiting from commencing or continuing with mining operations, or proceeding with any future exploration or development of Neo Lithium's properties or other properties Neo Lithium may acquire in the future.

The current and future operations of Neo Lithium may require permits or maintaining them in good standing from various governmental authorities and will be governed by laws and regulations governing prospecting, development, mining, production, export, taxes, labour standards, occupational health, waste disposal, land use, environmental protections, mine safety and other matters. There is no assurance that Neo Lithium will be able to obtain all necessary permits or maintain them in good standing and approvals that may be required to undertake exploration activity or commence construction or operation of lithium extraction facilities on Neo Lithium's properties or any other properties Neo Lithium may acquire in the future. To the extent such approvals are required and not obtained, Neo Lithium may be curtailed or prohibited from commencing or continuing with mining operations, or proceeding with any future exploration or development of Neo Lithium's properties or other properties Neo Lithium may acquire in the future.

Costs of environmental remediation are uncertain and may have a material adverse effect on Neo Lithium's financial condition and results of operations.

The actual costs of remediation are uncertain and planned expenditures may differ from the actual expenditures required. It is not possible to determine the exact amount that will be required to complete remediation activities, and the amount that Neo Lithium is required to spend could be materially different than current estimates. Environmental bonds or other forms of financial assurance represent only a portion of the total amount of money that will be spent on remediation over the life of a mine's operation. Although Neo Lithium includes estimated remediation costs in its mining plans, it may be necessary to revise the planned expenditures and the operating plan for Neo Lithium's properties in order to fund required remediation activities. Any additional amounts required to be spent on remediation may have a material adverse affect on Neo Lithium's financial condition and results of operations.

Neo Lithium's proposed mining activities are in Argentina and are subject to the risks of political and economic instability associated with this country.

Argentina has, from time to time, experienced economic or political instability. Neo Lithium may be materially adversely affected by risks associated with conducting exploration and mining activities in Argentina, including: political instability and violence; war and civil disturbance; acts of terrorism; expropriation or nationalization; inequitable treatment of non-domiciled companies; changing fiscal regimes; fluctuations in currency exchange rates; high rates of inflation; underdeveloped industrial and economic infrastructure; and unenforceability of contractual rights.

Argentinean regulators have broad authority to shut down and/or levy fines against operations that do not comply with regulations or standards. In addition to factors such as those listed above, Neo Lithium's mineral exploration and potential future mining activities in Argentina may also be affected in varying degrees by government regulations with respect to restrictions on production, price controls, foreign exchange controls, export controls, taxes, royalties, environmental legislation and mine safety. Regardless of the economic viability of Neo Lithium's

interest in Neo Lithium's properties, and despite being beyond Neo Lithium's control, such factors may prevent or restrict mining of some or all of any deposits which Neo Lithium may find on Neo Lithium's properties.

In May 2012, the government of Argentina re-nationalized Yacimientos Petrolíferos Fiscales ("YPF"), the country's largest oil and gas company. There can be no assurance that the government of Argentina will not nationalize other businesses operating in the country, including the business of Neo Lithium.

Provincial governments of Argentina have considerable authority over exploration and mining in their province and there are Argentinean provinces where the provincial government has taken an anti-mining stance by passing laws to curtail or ban mining in those provinces.

Argentina has, in the past, and is currently enduring a period of high inflation which could increase Neo Lithium's operating costs relating to work carried out on Neo Lithium's properties. Neo Lithium also plans to purchase certain supplies and retain the services of various companies in Argentina to meet its future business plans. It may be difficult to find or hire qualified people in the mining industry who are situated in Argentina or to obtain all of the necessary services or expertise in Argentina or to conduct operations on its projects at reasonable rates. If qualified people and services or expertise cannot be obtained in Argentina, Neo Lithium may need to seek and obtain those services from people located outside of Argentina which will require work permits and compliance with applicable laws and could result in delays and higher costs to Neo Lithium to conduct its operations in Argentina. In addition, Argentina's status as a developing country may make it more difficult for Neo Lithium to obtain any required financing for its projects. If a dispute arises regarding Neo Lithium's interest to Neo Lithium's properties, Neo Lithium cannot rely on Canadian legal standards in defending or advancing its interests.

The Project is subject to a 1.5 percent gross revenue royalty and a 3 percent provincial royalty, which may negatively affect Neo Lithium's ability to meet future obligations.

Certain founders of Neo Lithium hold an aggregate 1.5% gross revenue royalty over the Project. In addition, Articles 5 and 6 of Catamarca Provincial Law # 4757 (Mining Royalties), establish a "Boca Mina" mining royalty of 3% over the mineral value at the "mine entrance", independent of processing. For a brine project "mine entrance" is understood to mean at the well head. The royalty is calculated on the value of mineral substances at the mine mouth (Boca Mina) after certain allowable deductions. The royalty base is calculated as the total mineral value at the time of production less deductible costs such as mineral beneficiation, transportation and related admin and overhead costs.

There may be difficulties in conducting business through a foreign subsidiary and any limitation on the transfer of cash or other assets between Neo Lithium and the Argentinean subsidiary or the perception that such limitation may exist now or in the future, could have an adverse impact on Neo Lithium's valuation.

Neo Lithium conducts its business through an Argentinean subsidiary. Any limitation on the transfer of cash or other assets between Neo Lithium and the Argentinean subsidiary or the perception that such limitation may exist now or in the future, could have an adverse impact on Neo Lithium's valuation.

Neo Lithium is exposed to U.S., Canadian and Argentinean currency fluctuations which may have a negative impact on Neo Lithium's financial results; the Argentinean peso has been subject to large devaluations and revaluations in the past and may be subject to significant fluctuations in the future.

The Argentinean peso has been subject to large devaluations and revaluations in the past and may be subject to significant fluctuations in the future. Neo Lithium transacts and expects to continue to transact a significant portion of its business in Canadian Dollars and United States Dollars. The United States Dollar is the currency of the primary economic environment in which Neo Lithium will operate and the Canadian Dollar is Neo Lithium's functional currency for financial statement reporting. A significant portion of Neo Lithium's costs are related to the Argentinean peso and a significant portion of sales are anticipated to be transacted in United States Dollars. Therefore, an increase or decrease in exchange rates among the Canadian Dollar, United States Dollar and/or Argentinean peso would affect Neo Lithium's cost of production and revenues. As a result, fluctuation in the exchange rate of such currencies, and any other currency in which Neo Lithium will operate, may affect Neo Lithium's business, financial condition and results of operations.

POCML

The following information is presented on a pre-Reorganization Transaction basis and is reflective of the current business, financial and share capital position of POCML. See “Resulting Issuer” for pro forma business, financial and share capital information relating to POCML after giving effect to the Reorganization Transaction.

Name and Incorporation

POCML 3 Inc. was incorporated under the OBCA by articles of incorporation dated April 30, 2014. The POCML Shares are listed on the TSXV under the symbol “PWR”. POCML’s registered and head office is located at 130 King Street West, Suite 2210, Toronto, Ontario, Canada M5X 1E4.

POCML has no subsidiaries

General Development of the Business

History

POCML is a “capital pool company” within the meaning of the policies of the TSXV, and accordingly, its business since incorporation has been limited to the identification and evaluation of businesses and assets with a view to completing a Qualifying Transaction, and completing financing transactions in respect thereof. POCML has not conducted commercial operations.

POCML Financing

In connection with the Reorganization Transaction, POCML agreed to use its commercially reasonable efforts to complete the Private Placement prior to the Reorganization Transaction. The proceeds of the Private Placement will be held in trust pending satisfaction of the Release Conditions prior to the Termination Deadline. Upon satisfaction of the Release Conditions prior to the Termination Deadline, and prior to completion of the Reorganization Transaction, the Subscription Receipts will convert into POCML Post-Consolidation Shares for no additional consideration and the proceeds of the Private Placement (less the commission payable to eligible registrants in connection therewith) will be released and will be available to POCML. In the event that the Release Conditions are not satisfied by the Termination Deadline for any reason, the proceeds of the Private Placement will be returned to the investors and the Subscription Receipts will be cancelled.

Eligible registrants shall receive a cash commission equal to 7% of the gross proceeds they raise in the Private Placement (provided that no commission is payable on funds raised from investors on the President’s List) totalling \$469,697 as well as Compensation Broker Warrants entitling them to acquire an aggregate of 1,341,990 POCML Post-Consolidation Shares (being such number as is equal to 7% of the aggregate number of Subscription Receipts they sell in the Private Placement, provided that no Compensation Broker Warrants are issuable on Subscription Receipts issued to investors on the President’s List), at a price of \$0.35 per share for a period of 12 months. After deduction of commissions, the Private Placement will result in proceeds of \$6,530,303 to POCML.

Any Compensation Broker Warrants outstanding immediately prior to the Effective Date will thereafter be exchanged for Amalco Compensation Broker Warrants each of which shall in turn entitle the holder thereof to acquire one Amalco Share for each Amalco Compensation Broker Warrant so held, all in accordance with the terms of the Master Agreement.

Neo Lithium Financing

In connection with the Reorganization Transaction, Neo Lithium completed the Neo Lithium Private Placement pursuant to which it has issued 11,700,000 Neo Lithium Shares at a price of \$1.00 each to raise aggregate gross proceeds of \$11,700,000.

Eligible registrants received a cash commission equal to 6% of the gross proceeds raised in the Neo Lithium Private Placement totalling \$687,000 as well as Neo Lithium Broker Warrants entitling them to acquire an aggregate of 572,500 Neo Lithium Shares (being such number as is equal to 5% of the aggregate number of Neo Lithium Shares

they sold in the Neo Lithium Private Placement), at a price of \$1.00 per share for a period of 24 months. After deduction of commissions, the Neo Lithium Private Placement resulted in proceeds of \$11,013,000 to Neo Lithium.

Any Neo Lithium Broker Warrants outstanding immediately prior to the Effective Date will thereafter be exchanged for Amalco Compensation Broker Warrants, each of which shall in turn entitle the holder thereof to acquire one Amalco Share for each Amalco Compensation Broker Warrant so held, all in accordance with the terms of the Master Agreement.

POCML Selected Financial Information and Management's Discussion and Analysis

Selected Information

The following table sets out selected financial consolidated information for POCML for the period indicated and should be considered in conjunction with the more complete information contained in the financial statements of POCML attached as Schedule "A" to this Information Circular. All currency amounts are stated in Canadian dollars.

Statements of Loss Data:	Period from Incorporation (April 30, 2014) to July 31, 2014⁽¹⁾	Fiscal Year Ended July 31, 2015⁽¹⁾	Six Months Ended January 31, 2016⁽²⁾
Interest Income	-	1,209	2,416
Total Expenses	-	134,590	14,325
Net Loss and Comprehensive Loss	-	133,381	11,909
Balance Sheet Data:	As at July 31, 2014⁽¹⁾	As at July 31, 2015⁽¹⁾	As at January 31, 2016⁽²⁾
Total Assets	375,000	588,853	586,357
Total Liabilities	-	3,206	12,619
Accumulated Deficit	-	(133,381)	(145,290)
Shareholders' Equity	375,000	585,647	573,738

Notes:

(1) Audited.

(2) Unaudited.

Management's Discussion and Analysis

The management's discussion and analysis of POCML for the fiscal year ended July 31, 2015 and for the six month period ended January 31, 2016, are each attached as Schedule "J" to this Information Circular.

Private Placement

In connection with the Reorganization Transaction, POCML agreed to use its commercially reasonable efforts to complete the Private Placement pursuant to which it has issued 20,000,000 Subscription Receipts at a price of \$0.35 each to raise aggregate gross proceeds of \$7,000,000. The proceeds of the Private Placement will be held in trust pending satisfaction of the Release Conditions prior to the Termination Deadline. Upon satisfaction of the Release Conditions prior to the Termination Deadline, and prior to completion of the Reorganization Transaction, the Subscription Receipts will convert into POCML Post-Consolidation Shares for no additional consideration and the proceeds of the Private Placement (less the commission payable to eligible registrants in connection therewith) will be released and will be available to POCML. In the event that the Release Conditions are not satisfied by the Termination Deadline for any reason, the proceeds of the Private Placement will be returned to the investors and the Subscription Receipts will be cancelled.

Eligible registrants shall receive a cash commission equal to 7% of the gross proceeds they raise in the Private Placement totalling \$469,697 (provided that no commission is payable on funds raised from investors on the President's List) as well as Compensation Broker Warrants entitling them to acquire an aggregate of 1,341,990 POCML Post-Consolidation Shares (being such number as is equal to 7% of the aggregate number of Subscription Receipts they sell in the Private Placement, provided that no Compensation Broker Warrants are issuable on Subscription Receipts issued to investors on the President's List), at a price of \$0.35 per share for a period of 12 months. After deduction of commissions, the Private Placement will result in proceeds of \$6,530,303 to POCML.

Any Compensation Broker Warrants or Neo Lithium Broker Warrants outstanding immediately prior to the Effective Date will thereafter be exchanged for Amalco Compensation Broker Warrants each of which shall in turn entitle the holder thereof to acquire one Amalco Share for each Amalco Compensation Broker Warrant so held, all in accordance with the terms of the Master Agreement.

Description of Securities

Set forth below is a summary of the terms of the securities of POCML anticipated to be issued and outstanding as of the Effective Date, prior to the completion of the Amalgamation.

POCML Shares

POCML is authorized to issue an unlimited number of POCML Shares. There are 7,000,000 POCML Shares issued and outstanding as of the date of this Information Circular. Holders of POCML Shares are entitled to receive notice of any meetings of shareholders of POCML other than meetings at which only holders of other classes or series of shares are entitled to attend, and to attend and to cast one vote per POCML Share at all such meetings. Holders of POCML Shares do not have cumulative voting rights with respect to the election of directors and, accordingly, holders of a majority of the POCML Shares entitled to vote in any election of directors may elect all directors standing for election. Holders of POCML Shares are entitled to receive on a pro rata basis such dividends on the POCML Shares, if any, as and when declared by the POCML Board at its discretion from funds legally available therefor, and upon the liquidation, dissolution or winding up of POCML are entitled to receive on a pro rata basis the net assets of POCML after payment of debts and other liabilities, in each case subject to the rights, privileges, restrictions and conditions attaching to any other series or class of shares ranking senior in priority to or on a pro rata basis with the holders of POCML Shares with respect to dividends or liquidation. The POCML Shares do not carry any pre-emptive, subscription, redemption or conversion rights, nor do they contain any sinking or purchase fund provisions.

In connection with the Reorganization Transaction, POCML proposes to file the Articles of Amendment to give effect to the Consolidation on the basis of 0.91 of one "new" POCML Post-Consolidation Share for every one "old" POCML Share issued and outstanding immediately prior to the Effective Date. The rights, privileges and restrictions associated with the POCML Shares will not otherwise be affected as a result of the Consolidation.

Special Shares

POCML is authorized to issue an unlimited number of special shares. There are no special shares issued and outstanding as of the date of this Information Circular.

The POCML special shares may from time to time be issued in one or more series and subject to the following provisions, the directors may fix from time to time before such issue the number of shares that is to comprise each series and the designation, rights, privileges, restrictions and conditions attaching to each series of special shares including, without limiting the generality of the foregoing, the rate or amount of dividends or the method of calculating dividends, the dates of payment thereof, the redemption, purchase and/or conversion prices and terms and conditions of redemption, purchase and/or conversion, and any sinking fund or other provisions. The POCML special shares of each series shall, with respect to the payment of dividends and the distribution of assets or return of capital in the event of liquidation, dissolution or winding up of POCML, whether voluntary or involuntary, or any other return of capital or distribution of the assets of POCML among its shareholders for the purpose of winding up its affairs, rank on a parity with the special shares of every other series and be entitled to preference over the POCML Shares and over any other shares of POCML ranking junior to the special shares. The special shares of any series may also be given such other preferences, not inconsistent with the articles of POCML, over the special shares and any other shares of POCML ranking junior to the special shares as may be fixed.

If any cumulative dividends or amounts payable on the return of capital in respect of a series of special shares are not paid in full, all series of special shares shall participate rateably in respect of such dividends and return of capital. The special shares of any series may be made convertible into special shares of any other series or common shares at such rate and upon such basis as the directors in their discretion may determine. Unless the directors otherwise determine in the articles of amendment designating a series, the holder of each share of a series of special shares shall be entitled to one vote at a meeting of shareholders.

The articles of POCML provide that holders of shares of a class or of a series of POCML are not entitled to vote separately as a class or series, as the case may be, upon, and shall not be entitled to dissent in respect of, any proposal to amend the articles to:

- (1) increase or decrease any maximum number of authorized shares of such class or series, or increase any maximum number of authorized shares of a class or series having rights or privileges equal or superior to the shares of such class or series;
- (2) effect an exchange, reclassification or cancellation of the shares of such class or series; or
- (3) create a new class or series of shares equal or superior to the shares of such class or series.

POCML Broker Warrants

Each POCML Broker Warrant entitles the holder thereof to acquire one POCML Share at a price of \$0.15 until January 15, 2017. The POCML Broker Warrants contain standard anti-dilution provisions.

Subscription Receipts

In connection with the Reorganization Transaction, POCML has completed the Private Placement to raise aggregate gross proceeds of \$7,000,000, and in connection therewith has issued in the aggregate 20,000,000 Subscription Receipts. See “POCML – General Development of the Business – Private Placement”. Upon satisfaction of the Release Conditions prior to the Termination Deadline, and prior to completion of the Reorganization Transaction, the Subscription Receipts will convert into POCML Post-Consolidation Shares for no additional consideration and the proceeds of the Private Placement (less the commission payable to eligible registrants in connection therewith) will be released and will be available to POCML. In the event that the Release Conditions are not satisfied by the Termination Deadline for any reason, the proceeds of the Private Placement will be returned to the investors and the Subscription Receipts will be cancelled.

Broker Warrants

In connection with the Private Placement, POCML will issue to eligible registrants such number of Compensation Broker Warrants as is equal to 7% of the number of Subscription Receipts sold by such registrants (provided that no Compensation Broker Warrants are issuable on Subscription Receipts issued to investors on the President’s List). Each Compensation Broker Warrant will entitle the holder thereof to acquire one POCML Post-Consolidation Share at a price of \$0.35 for a period of 12 months. The Compensation Broker Warrants will contain standard anti-dilution provisions.

Stock Options

The POCML Board may from time to time, in its discretion, and in accordance with TSXV requirements, grant to directors, senior officers and technical consultants, non-transferable and non-assignable options to purchase POCML Shares, exercisable for a period of up to ten years from the date of grant, provided that the number of POCML Shares reserved for issuance does not exceed ten percent (10%) of the then issued and outstanding POCML Shares. The number of POCML Shares reserved for issuance to any individual director or officer will not exceed five percent (5%) of the issued and outstanding POCML Shares and the number of POCML Shares reserved for issuance to all technical consultants will not exceed two percent (2%) of the issued and outstanding POCML Shares.

Options may be exercised the later of 12 months after the completion of the Qualifying Transaction and 90 days following the cessation of an optionee’s position with POCML, provided that if the cessation of office, directorship, or technical consulting arrangement was by reason of death, the option may be exercised within a maximum period

of 12 months after such death, subject to the expiry date of such option. Any POCML Shares acquired pursuant to the exercise of options prior to the completion of the Qualifying Transaction must be deposited in escrow and will be subject to escrow until the Final Exchange Bulletin is issued.

Set forth below is a summary of the 700,000 outstanding POCML Options as at the date of this Information Circular:

Holder	Number/Type of Shares Under Option	Date of Grant	Expiry Date	Exercise Price	Market Value of Shares on Date of Grant ⁽¹⁾
All (one) executive officers and past executive officers of POCML, as a group	225,000	January 15, 2015	January 15, 2020	\$0.15	\$0.15
All (two) directors and past directors (who are not also executive officers) of POCML, as a group	475,000	January 15, 2015	January 15, 2020	\$0.15	\$0.15
All other employees and past employees of POCML as a group	Nil	N/A	N/A	N/A	N/A
All consultants of POCML as a group	Nil	N/A	N/A	N/A	N/A

Notes:

- (1) The market value of the securities is based on the price at which the POCML Shares were issued in connection with its initial public offering which was completed on January 15, 2015.

Equity Compensation Plan Information

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in columns (a)) (c)
Equity compensation plans approved by securityholders	Nil	N/A	Nil
Equity compensation plans not approved by securityholders	700,000	\$0.15	Nil
Total	700,000	N/A	Nil

See “Approval of Stock Option Plan”.

Prior Sales

The following table sets forth all securities issued by POCML in the 12 month period preceding the date of this Information Circular:

<u>Date</u>	<u>Number and Type of Securities Issued</u>	<u>Issue Price Per Security</u>
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April 8, 2016	20,000,000 Subscription Receipts ⁽¹⁾⁽²⁾	\$0.35
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Notes:

- (1) Mr. Perez purchased 100,000 Subscription Receipts, Mr. Karayannopoulos purchased 100,000 Subscription Receipts, Mr. Fornazzari purchased 43,000 Subscription Receipts, Mr. Pindar purchased 100,000 Subscription Receipts, Mr. D’Onofrio purchased 200,000 Subscription Receipts and Mr. McIntyre purchased 30,000 Subscription Receipts.
- (2) See “The Reorganization Transaction – Available Funds”.

Stock Exchange Price

The POCML Shares are listed and traded on the TSXV under the symbol “PWR”. The following table indicates the high and low values and volume with respect to trading activity for the POCML Shares on the TSXV (i) on a monthly basis for each month (or part thereof) of the current quarter and immediately preceding quarter; and (ii) on a quarterly basis for each of the seven next preceding quarters.

Month	High	Low	Volume
April 2016 ⁽¹⁾	-	-	0 ⁽²⁾
March, 2016	-	-	0 ⁽²⁾
February 2016	-	-	0
January 2016	-	-	0
December 2015	-	-	0
November 2015	\$0.175	\$0.175	2,000
Quarter Ended October 31, 2015	\$0.185	\$0.170	11,000
Quarter Ended July 31, 2015	\$0.240	\$0.175	74,450
Quarter Ended April 30, 2015	\$0.200	\$0.160	154,000
Quarter Ended January 31, 2015	-	-	- ⁽³⁾
Quarter Ended October 31 30, 2014	-	-	- ⁽³⁾
Quarter Ended July 31, 2014	-	-	- ⁽³⁾
Quarter Ended April 30, 2014	-	-	- ⁽³⁾

Notes:

- (1) Values reported are for the period from April 1, 2016 to April 22, 2016.
- (2) Trading of POCML Shares were halted on March 4, 2016, as a result of the announcement of POCML that it had entered into a binding agreement with Neo Lithium regarding the Reorganization Transaction.
- (3) POCML Shares commenced trading on the TSXV on January 15, 2015.

Compensation Discussion and Analysis

POCML’s approach to executive compensation has been to provide suitable compensation for executives that is internally equitable, externally competitive and reflects individual achievement. POCML attempts to maintain compensation arrangements that will attract and retain highly qualified individuals who are able and capable of carrying out the objectives of POCML.

POCML's compensation arrangements for the POCML Named Executive Officer (as defined below) may include compensation in the form of bonuses and, over a longer term, benefits arising from the grant of stock options. Given the stage of development of POCML, compensation of the POCML Named Executive Officer to date has emphasized stock option awards to attract and retain the POCML Named Executive Officer. This policy may be re-evaluated in the future depending upon the future development of POCML and other factors which may be considered relevant by the POCML Board from time to time.

During the financial year ended July 31, 2015, stock options entailing a value of \$78,028 were granted in respect of the services of the Chief Executive Officer and Chief Financial Officer of POCML. The POCML Board establishes and reviews POCML's overall compensation philosophy and its general compensation policies with respect to executive officers, including the corporate goals and objectives and the annual performance objectives relevant to such officers. The POCML Board evaluates each officer's performance in light these goals and objectives and, based on its evaluation, determines and approves the salary, bonus, options and other benefits for such officers. In determining compensation matters, the POCML Board may consider a number of factors, including POCML's performance, the value of similar incentive awards to officers performing similar functions at comparable companies, the awards given in past years and other factors it considers relevant. The current overall objective of POCML's compensation strategy is to reward management for their efforts, while seeking to conserve cash given current market conditions. With respect to any bonuses or incentive option grants which may be awarded to executive officers in the future, POCML has not currently set any objective criteria and will instead rely upon any recommendations and discussion at the POCML Board level with respect to the above-noted considerations and any other matters which the POCML Board may consider relevant on a going-forward basis, including the cash position of POCML.

Existing options held by the POCML Named Executive Officer at the time of subsequent option grants are taken into consideration in determining the quantum or terms of any such subsequent option grants. Options have been granted to directors, management, employees and certain service providers as long-term incentives to align the individual's interests with those of POCML. The size of the option awards is in proportion to the deemed ability of the individual to make an impact on POCML's success.

Compensation of Directors and Named Executive Officer

The following table provides a summary of all compensation for services rendered in all capacities to POCML for the fiscal year ended July 31, 2015 and the fiscal period from April 30, 2014 (the date of incorporation of POCML) to July 31, 2014, in respect of the individuals, who served, during the fiscal year ended July 31, 2015, as (i) the Chief Executive Officer and the Chief Financial Officer of POCML (the "**POCML Named Executive Officer**"); and (ii) the directors of POCML, in each case other than compensation referred to below under the heading "Stock Options and Other Compensation Securities". POCML had no executive officers whose total compensation during the fiscal year ended July 31, 2015 exceeded \$150,000, other than the POCML Named Executive Officer.

Table of Compensation Excluding Compensation Securities

Name and Position	Fiscal Year Ended July 31,	Salary, Consulting Fee, Retainer or Commission	Bonus	Committee or Meeting Fees	Value of Perquisites	Value of All Other Compensation	Total Compensation
David D'Onofrio Chief Executive Officer, Chief Financial Officer, Secretary and Director	2015	Nil	Nil	Nil	Nil	Nil	Nil
	2014	Nil	Nil	Nil	Nil	Nil	Nil
Pasquale DiCapo, Director	2015	Nil	Nil	Nil	Nil	Nil	Nil
	2014	Nil	Nil	Nil	Nil	Nil	Nil
Conan	2015	Nil	Nil	Nil	Nil	Nil	Nil

McIntyre, Director	2014	Nil	Nil	Nil	Nil	Nil	Nil
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Stock Options and Other Compensation Securities

Set forth in the table below is a summary of all compensation securities granted or issued to the POCML Named Executive Officer and each director of POCML during the fiscal year ended July 31, 2015.

Compensation Securities							
Name and Position	Type of Compensation Security	Number of Compensation Securities, Number of Underlying Securities, and Percentage of Class	Date of Issue or Grant	Issue, Conversion or Exercise Price	Closing Price of Security or Underlying Security on Date of Grant	Closing Price of Security or Underlying Security at Year End	Expiry Date
David D'Onofrio Chief Executive Officer, Chief Financial Officer, Secretary and Director	Stock options	225,000	January 15, 2015	\$0.15	\$0.15	\$0.175	January 15, 2020
Pasquale DiCapo, Director	Stock options	350,000	January 15, 2015	\$0.15	\$0.15	\$0.175	January 15, 2020
Conan McIntyre, Director	Stock options	125,000	January 15, 2015	\$0.15	\$0.15	\$0.175	January 15, 2020

Exercise of Compensation Securities by Directors and POCML Named Executive Officer

Set forth below is a summary of all compensation securities exercised by the POCML Named Executive Officer and the directors of POCML during the fiscal year ended July 31, 2015.

Exercise of Compensation Securities by Directors and POCML Named Executive Officer							
Name and Position	Type of Compensation Security	Number of Underlying Securities Exercised	Exercise Price per Security	Date of Exercise	Closing Price per Security on Date of Exercise	Difference between Exercise Price and Closing Price on Date of Exercise	Total Value on Exercise Date
David D'Onofrio Chief Executive Officer, Chief Financial Officer, Secretary and Director	N/A	Nil	N/A	N/A	N/A	N/A	N/A
Pasquale DiCapo, Director	N/A	Nil	N/A	N/A	N/A	N/A	N/A
Conan	N/A	Nil	N/A	N/A	N/A	N/A	N/A

McIntyre, Director							
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Compensation of Directors

Directors of POCML do not currently receive any fees in their capacities as directors, but are reimbursed for travel and other out-of-pocket expenses incurred in connection with such duties. Directors of POCML receive no fee for attending meetings of the POCML Board or any committee of the POCML Board. Directors are eligible to receive incentive stock options. Directors may also be compensated for services provided to POCML as consultants or experts on the same basis and at the same rate as would be payable if such services were provided by a third party, arm's length service provider. During the fiscal year ended July 31, 2015, no services were provided to POCML by any of its directors other than POCML Named Executive Officers.

As of July 31, 2015, POCML had outstanding options to purchase 700,000 POCML Shares, all of which have been granted to directors (including the POCML Named Executive Officers).

Non-Arm's Length Party Transactions

Other than as set forth below, POCML has not acquired any assets or services or provided any assets or services in any transaction completed within 24 months before the date of this Information Circular, or in any proposed transaction, involving any non-arm's length parties (within the meaning of applicable TSXV regulations).

Certain of the directors and executive officers of POCML are also principals of PowerOne which is entitled to receive a cash commission and Compensation Broker Warrants in connection with the Private Placement, and a cash commission and Neo Lithium Broker Warrants in connection with the Neo Lithium Private Placement. See "POCML – General Development of the Business – Private Placement" and "POCML – General Development of the Business –Neo Lithium Financing".

The Amalgamation is not a Non-Arm's Length Qualifying Transaction to either POCML or Neo Lithium (within the meaning of applicable TSXV regulations).

Principal Holders of Voting Securities

See "General Proxy Information – Principal Holders of Voting Securities".

Directors and Officers

The name, residence, age, positions held with POCML and principal occupation during the preceding five years, and certain other information concerning each of the directors and officers of POCML are as follows:

Name, Residence and Age	Position With POCML	Principal Occupation for Five Preceding Years	Director Since	Number of POCML Shares Owned (Directly or Indirectly), Directed or Controlled⁽¹⁾
David D'Onofrio ⁽²⁾ Ontario, Canada Age: 39	Chief Executive Officer, Chief Financial Officer and Director	Chief Financial Officer, PowerOne Capital Markets Limited, merchant banking firm (October 2009 to present)	2014	500,000 ⁽³⁾
Pat DiCapo ⁽²⁾ Ontario, Canada Age: 41	Director	Managing Director of PowerOne Capital Markets Limited, a merchant banking firm (October 2003 to present)	2014	4,000,000 ⁽³⁾
Conan McIntyre ⁽²⁾ Ontario, Canada Age: 42	Director	Senior Vice President, Corporate Finance, PowerOne Capital Markets Limited, merchant banking firm (November 2012 to present)	2014	250,000 ⁽³⁾

		Vice-President, Macquarie Capital Markets Canada Ltd. (2008 – 2012)		
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Notes

- (1) The information as to POCML Shares beneficially owned or over which the director and officers exercise control or direction not being within the knowledge of POCML has been furnished by the respective directors and officers individually.
- (2) The full POCML Board serves as the audit committee of POCML. See “Audit Committee Disclosure”.
- (3) Mr. D’Onofrio owns a further 200,000 Subscription Receipts and 225,000 POCML Options. Mr. DiCapo owns a further 350,000 POCML Options. Mr. McIntyre owns a further 30,000 Subscription Receipts and 125,000 POCML Options.

Corporate Cease Trade Orders or Bankruptcies

None of the current directors or officers of POCML or, to the knowledge of POCML, any shareholder holding a sufficient number of securities of POCML to affect materially the control of POCML is, or within the ten years prior to the date hereof, has been a director or officer of any other issuer that, while that person was acting in that capacity was the subject of a cease trade or similar order, or an order that denied the other issuer access to any statutory exemptions under Canadian securities legislation, for a period of more than thirty consecutive days or 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 the assets of that issuer or appointed to hold the assets of that director or officer.

Penalties or Sanctions

None of the directors or officers of POCML, or any shareholder holding a sufficient number of securities of POCML to affect materially the control of POCML, has within the ten years before the date of this Information Circular, been the subject of any penalties or sanctions imposed by a court relating to Canadian securities legislation or by a Canadian securities regulatory authority, or been subject to any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable investor in making an investment decision.

Individual Bankruptcies

None of the directors or officers of POCML, or to the knowledge of POCML any shareholder holding sufficient number of securities of POCML to affect materially the control of POCML, or a personal holding company of any such person is, or during the ten years prior hereto, has been declared bankrupt or made a voluntary assignment into bankruptcy, 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 the assets of that person.

Indebtedness of Directors and Officers

None of the current or former directors, employees or executive officers of POCML, and none of the associates of such persons is or has been indebted to POCML at any time since the beginning of POCML’s most recently completed financial year. Furthermore, none of such persons were indebted to a third party during such period where their indebtedness was the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by POCML.

Audit Committee

National Instrument 52-110 - *Audit Committees* (“**NI 52-110**”) requires POCML to disclose annually in its management information circular certain information concerning the constitution of its audit committee and its relationship with its independent auditor, as set forth below.

Audit Committee Charter

POCML's audit committee is governed by an audit committee charter, the text of which is attached as Schedule "K" to this Information Circular.

Composition of the Audit Committee

POCML's audit committee is comprised of Messrs. D'Onofrio, McIntyre and DiCapo. Each member of the audit committee, except for Mr. D'Onofrio, is considered to be "independent" as defined in NI 52-110. Each member of the audit committee is also considered to be "financially literate" which includes the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues of POCML.

Relevant Education and Experience

Mr. David D'Onofrio – Mr. D'Onofrio is a Chartered Accountant with over 10 years experience working in public accounting. During that time, he practiced in both an audit and taxation advisory roles, most recently with a focus on junior public entities and other small to mid cap businesses, primarily in the mining, energy and technology sectors. Mr. D'Onofrio has provided advisory services in a variety of capacities to a wide array of private and public enterprises as Director, Audit Committee Member and in various Financial Advisory Positions. Mr. D'Onofrio is a graduate of The Schulich School of Business, a Chartered Accountant, holds a Masters of Taxation Degree from the University of Waterloo and is a member of the Institute of Corporate Directors.

Mr. Pat DiCapo – Mr. DiCapo is a founder of PowerOne. As the Managing Director of PowerOne, Mr. DiCapo is responsible for managing the firm and structuring corporate finance transactions. Since founding PowerOne Mr. DiCapo has been involved in over 300 transactions involving emerging private and public companies with a total value in excess of \$2 billion. Prior to founding PowerOne, Mr. DiCapo worked at Smith Lyons LLP (now Gowlings LLP) in Toronto and at Goodwin Procter LLP in Boston, MA. Mr. DiCapo is a graduate of Osgoode Hall Law School and a member of the Ontario Bar Association and the Law Society of Upper Canada.

Mr. Conan McIntyre – Mr. McIntyre serves as Senior Vice President, Corporate Finance for PowerOne where he is responsible for planning, structuring and monitoring PowerOne's corporate finance transactions and merchant banking initiatives. He has been involved in over \$50 billion of M&A, private equity, capital markets and other corporate transactions, across a variety of industries. Previously, Mr. McIntyre was employed at Macquarie Capital, where he focused on principal acquisition opportunities. Previously, he was an attorney in the M&A group at Simpson Thacher in New York and practiced law at Torsys LLP in Toronto. Mr. McIntyre holds an HBSc in Biophysics from the University of Western Ontario, and received his LLB from Osgoode Hall Law School. He is a member of the Law Society of Upper Canada and the New York Bar Association.

Pre-Approval Policies and Procedures

Pursuant to its charter, POCML's audit committee is responsible for pre-approving all non-audit related services to be provided by POCML's external auditors and the fees related thereto (which pre-approval function may be delegated to one or more independent members provided that such pre-approved services are presented at the next meeting of the committee) and assessing the impact of such non-audit related services on the independence of the external auditors.

Audit Fees

The following chart summarizes the aggregate fees billed by the external auditors of POCML for professional services rendered to POCML for audit and non-audit related services during the fiscal years of POCML ended July 31, 2015 and 2014:

Type of Work	Fiscal Year Ended July 31, 2015	Fiscal Period from April 30, 2014 (the date of incorporation of POCML) to Ended July 31, 2014
Audit fees ⁽¹⁾	\$7,500	\$1,000
Audit-related fees ⁽²⁾	\$0	\$0

Tax advisory fees ⁽³⁾	\$0	\$0
All other fees	\$0	\$0
Total	\$7,500	\$1,000

Notes

- (1) Aggregate fees billed for POCML's annual financial statements and services normally provided by the auditor in connection with POCML's statutory and regulatory filings.
- (2) Aggregate fees billed for assurance and related services that are reasonably related to the performance of the audit or review of POCML's financial statements and are not reported as "Audit fees", including: assistance with aspects of tax accounting, attest services not required by state or regulation and consultation regarding financial accounting and reporting standards.
- (3) Aggregate fees billed for tax compliance, advice, planning and assistance with tax for specific transactions.

Exemption

POCML is relying on the exemption provided by section 6.1 of NI 52-110 which provides that POCML, as a "venture issuer", is not required to comply with Part 3 (*Composition of the Audit Committee*) or Part 5 (*Reporting Obligations*) of NI 52-110.

Statement of Corporate Governance Practices

National Policy 58-201 of the Canadian Securities Administrators has set out a series of guidelines for effective corporate governance (the "**Guidelines**"). The Guidelines address matters such as the constitution and independence of corporate boards, the functions to be performed by boards and their committees and the effectiveness and education of board members. NI 58-101 requires the disclosure by each listed corporation of its approach to corporate governance with reference to the Guidelines as it is recognized that the unique characteristics of individual corporations will result in varying degrees of compliance.

Set out below is a description of POCML's approach to corporate governance in relation to the Guidelines.

The Board of Directors

NI 58-101 defines an "independent director" as a director who has no direct or indirect material relationship with POCML. A "material relationship" is in turn defined as a relationship which could, in the view of the board of directors, be reasonably expected to interfere with such member's independent judgement. The POCML Board is currently comprised of three members, two of whom the board of directors has determined are "independent directors" within the meaning of NI 58-101.

Mr. D'Onofrio is not considered to be independent directors within the meaning of NI 58-101 by virtue of serving as an executive officer of POCML.

Messrs. DiCapo and McIntyre are considered independent directors of POCML within the meaning of National Instrument 58-101.

The POCML Board believes that it functions independently of management. To enhance its ability to act independently of management, the POCML Board may in the future meet in the absence of members of management or may excuse such persons from all or a portion of any meeting where a potential conflict of interest arises or where otherwise appropriate.

Directorships

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

<u>Name of director</u>	<u>Other reporting issuer (or equivalent in a foreign jurisdiction)</u>
David D'Onofrio	G4G Capital Corp.

Pat DiCapo	N/A
Conan McIntyre	N/A

Orientation and Continuing Education

While POCML currently has no formal orientation and education program for new POCML Board members, sufficient information (such as recent financial statements, prospectuses and proxy solicitation materials) is provided to any new board member to ensure that new directors are familiarized with POCML's business and the procedures of the board. In addition, new directors are encouraged to visit and meet with management on a regular basis. POCML also encourages continuing education of its directors and officers where appropriate in order to ensure that they have the necessary skills and knowledge to meet their respective obligations to POCML.

Ethical Business

Given the small size of the POCML Board and stage of development of POCML, the POCML Board has determined that the fiduciary obligations placed on directors pursuant to applicable corporate laws are effective in ensuring ethical business conduct on the part of its directors.

Nomination of Directors

The POCML Board performs the functions of a nominating committee with responsibility for the appointment and assessment of directors. The POCML Board believes that this is a practical approach at this stage of POCML's development and given the relatively small size of the POCML Board.

While there are no specific criteria for POCML Board membership, POCML attempts to attract and maintain directors with business knowledge and a particular knowledge of areas such as finance and business development which provide knowledge which would assist in guiding the officers of POCML. As such, nominations tend to be the result of recruitment efforts by management of POCML and discussions among the directors prior to the consideration of the POCML Board as a whole.

Compensation

The POCML Board reviews on an annual basis the adequacy and form of compensation of executive officers and directors to ensure that their compensation reflects the responsibilities, time commitment and risks involved in being an effective officer and/or director. Currently, as POCML has no ongoing revenues from operations, the directors of POCML do not receive any fees in their capacities as directors.

Other Board Committees

The POCML Board does not currently have any committees other than the POCML audit committee.

Assessments

The POCML Board assesses, on a periodic basis, the contributions of the POCML Board as a whole and each of the individual directors, in order to determine whether each is functioning effectively.

Interest of Informed Persons in Material Transactions

Other than as set forth below, none of the directors or executive officers of POCML, nor any proposed director of POCML, nor any person who beneficially owns, directly or indirectly, POCML Shares or who exercises control or direction over POCML Shares carrying more than ten percent (10%) of the voting rights attached to all outstanding POCML Shares, nor any associate or affiliate of the foregoing persons has or has had any material interest, direct or indirect, in any transaction since January 1, 2007, or in any proposed transaction, not otherwise disclosed herein which, in either case, has affected or will materially affect POCML, except as disclosed herein.

Certain of the directors and executive officers of POCML are also principals of PowerOne which is entitled to receive a cash commission and Compensation Broker Warrants in connection with the Private Placement, and a cash

commission and Neo Lithium Broker Warrants in connection with the Neo Lithium Private Placement. See “POCML – General Development of the Business – Private Placement” and “POCML – General Development of the Business – Neo Lithium Financing”.

Legal Proceedings

To the knowledge of POCML, there are no legal proceedings material to POCML to which POCML is a party or of which any of its properties are the subject matter, nor are any such proceedings known to POCML to be contemplated.

Auditors

The auditors of POCML are MNP LLP, located at 111 Richmond Street West, Suite 300, Toronto, Ontario, M5H 2G4.

Registrar and Transfer Agent

The Registrar and Transfer Agent for the POCML Shares is TMX Equity Transfer Services Inc. at its principal offices in the City of Toronto.

Material Contracts

There are no contracts of POCML, other than contracts entered into in the ordinary course of business, that are material to POCML and that were entered into by the POCML within the most recently completed financial year or were entered into since January 1, 2002 and are still in effect, other than the Master Agreement, Subscription Receipt Agreement and Escrow Agreement (see “Reorganization Transaction”). A copy of the Master Agreement is attached hereto as Schedule “G”. In addition, a copy of the Master Agreement may also be inspected at any time up to the POCML Meeting during normal business hours at the business office of POCML at 130 King Street West, Suite 2210, Toronto, Ontario, Canada M5X 1E4.

Risk Factors

In addition to the other information contained in this Information Circular, the following factors should be considered carefully when considering risks related to POCML’s business. If the Reorganization Transaction is completed, Neo Lithium Shareholders (other than those Neo Lithium Shareholders who exercise Dissent Rights, if any) will become shareholders of Amalco and will be subject to the risk factors to which POCML is subject. See also “The Neo Lithium Group – Risk Factors” and “Resulting Issuer – Risk Factors”.

Market Price of Common Shares

The POCML Shares currently trade on the TSXV. Securities of micro-cap and small-cap companies have experienced substantial volatility in the past, often based on factors unrelated to the financial performance or prospects of the companies involved. These factors include macroeconomic developments in North America and globally and market perceptions of the attractiveness of particular industries. Other factors unrelated to POCML’s performance that may have an effect on the price of the POCML Shares include the following: the extent of analytical coverage available to investors concerning POCML’s business may be limited if investment banks with research capabilities do not follow POCML’s securities; lessening in trading volume and general market interest in POCML’s securities may affect an investor’s ability to trade significant numbers of POCML Shares; the size of POCML’s public float may limit the ability of some institutions to invest in POCML’s securities; and a substantial decline in the price of the POCML Shares that persists for a significant period of time could cause POCML’s securities, if listed on an exchange, to be delisted from such exchange, further reducing market liquidity.

As a result of any of these factors, the market price of the POCML Shares at any given point in time may not accurately reflect POCML’s long-term value. Securities class action litigation often has been brought against companies following periods of volatility in the market price of their securities. POCML may in the future be the target of similar litigation. Securities litigation could result in substantial costs and damages and divert management’s attention and resources.

Dividend Policy

No dividends on the POCML Shares have been paid by POCML to date. Payment of any future dividends will be at the discretion of the POCML Board after taking into account many factors, including POCML's operating results, financial condition and current and anticipated cash needs.

Future Sales of POCML Shares by Existing Shareholders

Sales of a large number of POCML Shares in the public markets, or the potential for such sales, could decrease the trading price of the POCML Shares and could impair POCML's ability to raise capital through future sales of POCML Shares. POCML has previously issued POCML Shares at an effective price per share which is lower than the effective price of the Subscription Receipts in the Private Placement. Accordingly, a significant number of shareholders of POCML have an investment profit in the POCML Shares that they may seek to liquidate following the closing of the Reorganization Transaction.

Key Executives

POCML is dependent on the services of key executives, including the directors of POCML and a small number of highly skilled and experienced executives and personnel. Due to the relatively small size of POCML, the loss of these persons or POCML's inability to attract and retain additional highly skilled employees may adversely affect its business and future operations.

Conflicts of Interest

Certain of the directors and officers of POCML also serve as directors and/or officers of other companies and consequently there exists the possibility for such directors and officers to be in a position of conflict. Any decision made by any of such directors and officers involving POCML should be made in accordance with their duties and obligations to deal fairly and in good faith with a view to the best interests of POCML and its shareholders. In addition, each of the directors is required to declare and refrain from voting on any matter in which such directors may have a conflict of interest in accordance with the procedures set forth in the OBCA and other applicable laws.

Additional Information

Additional information regarding POCML and its business activities is available on the System for Electronic Data Analysis and Retrieval at www.sedar.com ("SEDAR") under POCML's profile. Following the POCML Meeting, the voting results for each item on the proxy will be available on SEDAR under POCML's profile. POCML's financial information is provided in POCML's annual financial statements and related management discussion and analysis for its most recently completed financial year and may be viewed on SEDAR. Shareholders may also contact POCML by phone at 416-643-3880 or e-mail at ddonofrio@poweronecapital.com to request copies of these documents, which will be provided free of charge.

RESULTING ISSUER

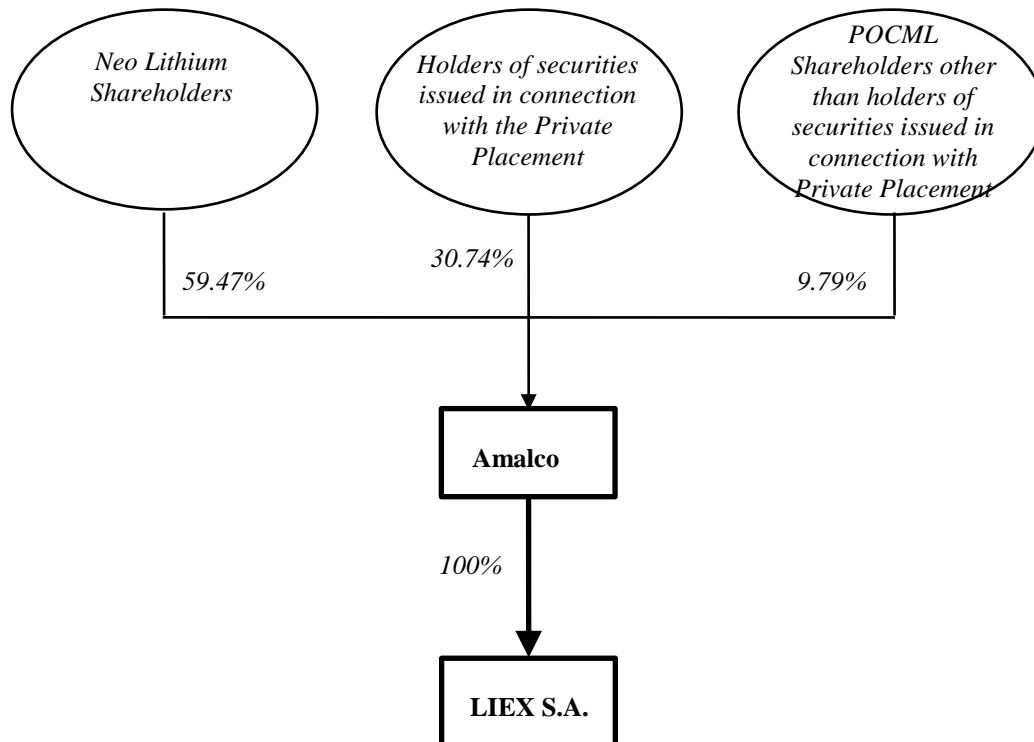
The following information is presented assuming prior completion of the Reorganization Transaction, and is reflective of the projected business, financial and share capital position of Amalco assuming the completion thereof. This section only includes information respecting POCML and Neo Lithium after the Reorganization Transaction that is materially different from information provided earlier in this Information Circular. See the various headings under “POCML” and “The Neo Lithium Group” for additional information regarding POCML and the Neo Lithium Group, respectively. See also the pro forma consolidated financial statements attached hereto as Schedule “C”.

Name and Incorporation

Pursuant to the Reorganization Transaction, POCML and Neo Lithium will effect the Amalgamation to form Amalco which will continue under the name “Neo Lithium Corp.” Following the Reorganization Transaction, Amalco will exist under the OBCA

Inter-corporate Relationships

Upon completion of the Amalgamation, the corporate organization chart for Amalco will be as follows:



Description of Business

Following the Reorganization Transaction, Amalco will operate in the mineral exploration sector, with a focus on advancing the mineral resource assets of the Neo Lithium Group in accordance with the current milestones and objectives of the Neo Lithium Group. See “The Neo Lithium Group – Narrative Description of the Business - Milestones”.

Available Funds

The net proceeds from the Private Placement are estimated to be as follows:

Description	Private Placement
Gross Proceeds	\$7,000,000
Registrant Fees ⁽¹⁾	\$579,697
Net Proceeds	\$6,420,303

Notes:

- (1) In addition, eligible registrants are also entitled to receive such number of Compensation Broker Warrants as is equal to 7% of the number of Subscription Receipts which they sell pursuant to the Private Placement, each such Compensation Broker Warrant entitling the holder to acquire one POCML Post-Consolidation Share at a price of \$0.35 per share for a period of 12 months. This figure also includes \$110,000 in legal fees.

Assuming that the expenses of the Reorganization Transaction and Private Placement (exclusive of commissions payable to eligible registrants in connection with the Private Placement) are \$90,000, following the Reorganization Transaction and the Private Placement, Amalco expects to have funds available to it as set forth below, based upon the completion of the Private Placement prior to the Effective Date:

Source	Private Placement
Estimated working capital of POCML as of May 31, 2016	\$538,835
Estimated working capital of Neo Lithium as of May 31, 2016 ⁽¹⁾	\$10,654,809
Net proceeds from Private Placement	\$6,420,303
Less expenses of the Reorganization Transaction	\$90,000
Total available funds	\$17,523,947

Notes:

- (1) The estimated working capital of Neo Lithium includes the proceeds from Neo Lithium Private Placement.

The primary purposes of the Reorganization Transaction and Private Placement are to obtain additional equity capital for Amalco for the exploration work on the Project, create a public market for the Neo Lithium Shares, diversify the asset holdings of each of Neo Lithium and POCML and facilitate future access by Amalco to financing opportunities. Amalco expects to use the total funds available set forth above for the purposes described below:

Use of Proceeds⁽¹⁾	Funds
Assays, consulting fees, drilling and other exploration expenditures ⁽²⁾⁽³⁾	\$16,122,947
General corporate expenses and working capital ⁽⁴⁾	\$1,401,000
Total	\$17,523,947

Notes:

- (1) It is planned that these funds will be used within the 24 months following the completion of the Reorganization Transaction.
- (2) It is expected that 65% of this amount, approximately \$10,479,916, will be spent in the next 12 months, and would include the cost of the proposed exploration program as further described in the Technical Report. See "The Neo Lithium Group - Principal Properties - Recommendations".
- (3) These fees include all property payments for a 24 month period, including the canon payments required under the Argentinean National Mining Code. See "The Neo Lithium Group - Argentina - Exploration and Mining Permits".
- (4) Expenses include yearly fees related to investor relations (approximately \$31,400), salaries and benefits (approximately \$322,200), professional fees (including fees paid to the Chief Executive Officer and Chief Financial Officer; approximately \$241,900), insurance (approximately \$30,000), and general and administrative (approximately \$75,000). At this time, and apart from the fees paid to the Chief Executive Officer and Chief Financial Officer, no payments are planned to be made or are intended to be made to "Non-Arm's Length Parties" (within the meaning of applicable TSXV regulations).

Amalco intends to spend the funds available to it as stated in this Information Circular. There may be circumstances, however, where, for sound business reasons, a reallocation of funds may be necessary. See “Risk Factors”.

Unaudited Pro Forma Summary Financial Information

The following table sets out selected unaudited pro forma consolidated financial information for Amalco, assuming completion of the Reorganization Transaction as of April 15, 2016 (reflecting the pro-forma consolidation of the Companies as at such date), and should be considered in conjunction with the more complete information contained in the unaudited pro forma consolidated financial statements attached as Schedule “C” to this Information Circular. Unless otherwise indicated, all currency amounts are stated in Canadian dollars.

Balance Sheet Data:	As of April 15, 2016⁽¹⁾
Total Assets	19,352,897
Total Liabilities	645,574
Shareholders’ Equity	18,707,323
Deficit	(7,569,773)

Notes:

- (1) Amounts presented reflect pro forma adjustments as further detailed in Note 2 to the unaudited pro forma consolidated financial statements attached as Schedule “C” to this Information Circular, to which reference should be made for a complete summary of all assumptions underlying these amounts. These amounts include proceeds raised in the Neo Lithium Private Placement (see “POCML – General Development of the Business – Neo Lithium Financing”).

Consolidated Capitalization

The following table sets forth the capitalization of Amalco as at April 15, 2016, assuming completion of the Reorganization Transaction, the Private Placement and the Neo Lithium Private Placement, based upon the pro forma consolidated financial statements for Amalco as of such date and as otherwise set forth below. Other than where indicated to the contrary, all amounts referenced in the table below are presented in Canadian dollars.

	Assuming completion of the Reorganization Transaction⁽¹⁾
Amalco Shares (authorized — unlimited)	\$23,292,872 (65,070,000 Amalco Shares)
Amalco Options & Amalco Broker Warrants	\$493,499 (637,000 Amalco Options and 145,600 Amalco Broker Warrants)
Amalco Incentive Options	\$935,391 (3,000,000 Amalco Incentive Options)
Amalco Compensation Broker Warrants	\$1,552,422 (1,914,490 Amalco Compensation Broker Warrants)
Contributed Surplus	\$1,552,422
Accumulated Deficit	\$7,569,773

Notes:

- (1) After deducting estimated transaction costs of 90,000 regarding the Private Placement.

Stock Options

Upon completion of the Reorganization Transaction, all POCML Options will be exchanged for Amalco Options which will thereafter entitle the holders to acquire Amalco Shares in lieu of POCML Shares based on the

Convertible Securities Exchange Ratio and without entailing any other amendment to their terms. Set forth below is a summary of the 637,000 Amalco Options which are anticipated to be outstanding immediately following the completion of the Reorganization Transaction:

Holder	Number of Amalco Shares under option⁽¹⁾	Date of grant	Expiry date	Exercise price
All (one) executive officers and past executive officers of Amalco, as a group	204,750	January 15, 2015	January 15, 2020	\$0.165
All (two) directors and past directors (who are not also executive officers) of Amalco, as a group	432,250	January 15, 2015	January 15, 2020	\$0.165
All other employees and past employees of Amalco as a group	Nil	N/A	N/A	N/A
All consultants of Amalco as a group	Nil	N/A	N/A	N/A

Notes:

(1) Each stock option will be exercisable to acquire one Amalco Share.

See also “POCML – Stock Options”.

Concurrently with the completion of the Reorganization Transaction, 3,000,000 Amalco Incentive Options are to be issued to the Amalco Board, senior management and key staff. The options are to have an exercise price of \$1.00 per share and a term of 5 years from the date of grant.

Holder	Number of Amalco Incentive Options
Waldo Perez	775,000
Constantine Karayannopoulos	585,000
Julio Martinez	285,000
Paul Fornazzari	385,000
Thomas Pladsen	385,000
Gabriel Pindar	385,000
Mario de Pablos	100,000
Martin Erroz	100,000

Escrowed Securities

There are two categories of escrow to which securities of Amalco may be subject: (i) CPC Escrowed Shares; and (ii) Amalco securities issued to the proposed directors and officers of Amalco and certain other persons, known as “Value Escrowed Securities” pursuant to the policies of the TSXV. The CPC Escrowed Shares are subject to the CPC Escrow Agreement, while the Value Escrowed Securities will be subject to a Value Security Escrow Agreement on TSXV Form 5D.

CPC Escrowed Shares

To the knowledge of POCML and the Neo Lithium Group, assuming completion of the Reorganization Transaction, the following securities of POCML anticipated to be held by current principals of POCML following the Effective Date will be held in escrow:

Name and municipality of residence of security holder	Designation of class	Prior to giving effect to the Private Placement and Reorganization Transaction		After giving effect to the Private Placement and Reorganization Transaction	
		Number of securities held in escrow	Percentage of class	Number of Amalco securities ⁽⁵⁾ to be held in escrow ⁽²⁾	Percentage of class of Amalco Securities ⁽¹⁾⁽⁵⁾
David Schmidt Vancouver, British Columbia	POCML Shares	100,000	1.43%	91,000	0.14%
1242564 Ontario Ltd. ⁽³⁾ Toronto, Ontario	POCML Shares	150,000	2.14%	136,500	0.21%
Conan McIntyre Toronto, Ontario	POCML Shares	250,000	3.57%	227,500	0.35%
David D'Onofrio Toronto, Ontario	POCML Shares	500,000	7.14%	455,000	0.70%
PowerOne Capital Corp. ⁽⁴⁾ Toronto, Ontario	POCML Shares	4,000,000	57.14%	3,640,000	5.60%

Notes:

- (1) Calculated based upon (i) 7,000,000 POCML Shares, 38,700,000 Neo Lithium Shares, 160,000 POCML Broker Warrants and 700,000 POCML Options outstanding as of the date of this Information Circular; and (ii) that as a result of the completion of the Private Placement there will be 65,070,000 Amalco Shares, 1,914,490 Amalco Compensation Broker Warrants, 145,600 Amalco Broker Warrants and 637,000 Amalco Options issued and outstanding following completion of the Private Placement and Reorganization Transaction (prior to the proposed issuance of 3,000,000 Amalco Incentive Options to principals of Amalco as further described herein).
- (2) These securities are held in escrow by Equity Financial Trust Company as depository pursuant to the CPC Escrow Agreement entered into between POCML, Equity Financial Trust Company and each of Messrs. Schmidt, A. DiCapo, McIntyre, D'Onofrio and PowerOne Capital Corp.
- (3) The sole shareholder of 1242564 Ontario Ltd. is Alfonso DiCapo.
- (4) The sole shareholder of PowerOne Capital Corp. is Pat DiCapo.
- (5) Amalco Shares.

Value Escrowed Securities

The following table sets out, as of the date hereof and to the knowledge of POCML and the Neo Lithium Group, assuming completion of the Reorganization Transaction, the name and municipality of residence of the securityholders whose securities will be Value Escrowed Securities (on a non-diluted basis):

Name and municipality of residence of security holder	Designation of class	Prior to giving effect to the Private Placement and Reorganization Transaction		After giving effect to the Private Placement and Reorganization Transaction	
		Number of securities held in escrow	Percentage of class	Number of Amalco securities ⁽³⁾ to be held in escrow ⁽²⁾	Percentage of class of Amalco Securities ⁽¹⁾⁽³⁾
Ruben Gabriel Pindar	Neo Lithium	4,790,000	12.38%	4,890,000	7.51%

London, United Kingdom	Shares				
	Subscription Receipts	100,000	0.50%		
Waldo Perez Mendoza, Argentina	Neo Lithium Shares	4,890,000	12.64%	4,990,000	7.67%
	Subscription Receipts	100,000	0.50%		
Constantine Karayannopoulos Toronto, Ontario	Neo Lithium Shares	1,700,000	4.39%	1,800,000	2.77%
	Subscription Receipts	100,000	0.50%		
Thomas Pladsen Toronto, Ontario	Neo Lithium Shares	200,000	0.52%	200,000	0.31%
Paul Fornazzari Toronto, Ontario	Neo Lithium Shares	840,000	2.17%	883,000	1.36%
	Subscription Receipts	43,000	0.22%		
Tomas De Pablos Buenos Aires, Argentina	Neo Lithium Shares	200,000	0.52%	200,000	0.31%
2180447 Ontario Inc. ⁽⁴⁾ Toronto, Ontario	Neo Lithium Shares	170,000	0.44%	170,000	0.26%
Gene McBurney Nassau, Bahamas	Neo Lithium Shares	500,000	1.29%	500,000	0.77%
DiCapo Family Trust Toronto, Ontario	Neo Lithium Shares	600,000	1.55%	600,000	0.92%
Pedro González Oakville, Ontario	Neo Lithium Shares	3,860,000	9.97%	3,860,000	5.93%

Notes:

- (1) Calculated based upon (i) 7,000,000 POCML Shares, 38,700,000 Neo Lithium Shares, 160,000 POCML Broker Warrants and 700,000 POCML Options outstanding as of the date of this Information Circular; and (ii) that as a result of the completion of the Private Placement there will be 65,070,000 Amalco Shares, 1,914,490 Amalco Compensation Broker Warrants, 145,600 Amalco Broker Warrants and 637,000 Amalco Options issued and outstanding following completion of the Private Placement and Reorganization Transaction (prior to the proposed issuance of 3,000,000 Amalco Incentive Options to principals of Amalco as further described herein).
- (2) These securities shall be held in escrow by TMX Equity Transfer Services Inc. as depository pursuant to an escrow agreement to be entered into between POCML, Neo Lithium, TMX Equity Transfer Services Inc. and each identified shareholder. The securities subject to such escrow agreement shall be released pursuant to “Schedule B(2) - Tier 2 Value Security Escrow Agreement Release of Securities” of TSXV Form 5D.
- (3) Amalco Shares.
- (4) The controlling shareholder of 2180447 Ontario Inc. is David D’Onofrio.

Terms of the Escrow for the CPC Escrowed Shares and the Value Escrowed Securities

Where the CPC Escrowed Shares or the Value Escrowed Securities are held by a non-individual (a “**holding company**”), each holding company pursuant to the escrow agreement has agreed, or will agree, not to carry out any transactions during the currency of the escrow agreement which would result in a change of control of the holding company, without the consent of the TSXV. Any holding company must sign an undertaking to the TSXV that, to the extent reasonably possible, it will not permit or authorize any issuance of securities or transfer of securities that could reasonably result in a change of control of the holding company. In addition, the TSXV may require an undertaking from any control person of the holding company not to transfer the shares of that company.

The CPC Escrowed Shares are currently subject to the release schedule set out in “Schedule B(1) – CPC Escrow Securities” of TSXV Form 2F, which provides that 10% of the CPC Escrowed Shares will be released from escrow on the issuance of the Final Exchange Bulletin and an additional 15% will be released on the dates six, twelve, eighteen, twenty-four, thirty and thirty-six months following the issuance of the Final Exchange Bulletin. If the Amalco meets the Tier 1 listing requirements of the TSXV either at the time the Final Exchange Bulletin is issued, or subsequently, then the release of the CPC Escrowed Shares will be accelerated pursuant to “Schedule B(1) - Tier

1 Issuer - Escrow Securities,” which provides for the release of 25% of the CPC Escrowed Shares on the date of the Final Exchange Bulletin and an additional 25% of the CPC Escrowed Shares six, twelve and eighteen months thereafter. An accelerated escrow release for the CPC Escrowed Shares will not commence until the TSXV has issued a bulletin that announces the acceptance for listing of the Amalco as a Tier 1 issuer, if applicable.

If the Amalco meets the Tier 1 listing requirements of the TSXV, it is expected that the Value Security Escrowed Shares will be subject to the release schedule set out in “Schedule B(1) – Tier 1 Value Security Escrow Agreement” of TSXV Form 5D, which provides for the release of 25% of the Value Escrowed Securities on the date of the Final Exchange Bulletin, an additional 25% of the Value Escrowed Securities six, twelve and eighteen months thereafter.

The CPC Escrowed Shares and the Value Security Escrowed Shares may not be transferred without the approval of the TSXV for release or transfer other than in specified circumstances set out in the applicable escrow agreement.

Seed Share Resale Restrictions

The Seed Share Resale Restrictions (“SSRRs”) are TSXV hold periods of various lengths which apply where Seed Shares (as defined in TSXV Policy 5.4) are issued to non-Principals (as defined in TSXV Policy 1.1) by private companies in connection with an initial public offering, reverse takeover, change of business or qualifying transaction.

The following category of non-Principals are covered by SSRRs:

Security holders	Designation of class	Prior to giving effect to the Private Placement and Reorganization Transaction		After giving effect to the Private Placement and Reorganization Transaction		Applicable SSRR Resale Rule
		Number of securities held in SSRR	Percentage of class	Number of Amalco securities to be held in SSRR	Percentage of class of Amalco Securities ⁽¹⁾	
Non-Principal shareholders who subscribed to the March 11, 2016 Neo Lithium financing	Neo Lithium Shares	9,250,000	23.90%	9,250,000	14.22% ⁽²⁾	2 year hold with 20% released every 6 months with first release on closing of the Qualifying Transaction
Non-Principal shareholders who subscribed to the Private Placement	Subscription Receipts	19,657,000	98.29%	19,657,000	30.21% ⁽²⁾	1 year hold with 20% released every 3 months with first release on closing of Qualifying Transaction
Non-Principal shareholders who received Compensation Broker Warrants pursuant to the Private Placement	Compensation Broker Warrants	1,341,990	100%	1,341,990	70.10% ⁽³⁾	1 year hold with 20% released every 3 months with first release on closing of Qualifying Transaction

Notes:

(1) Calculated based upon (i) 7,000,000 POCML Shares, 38,700,000 Neo Lithium Shares, 160,000 POCML Broker Warrants and 700,000 POCML Options outstanding as of the date of this Information Circular; and (ii) that as a result of the completion of the Private Placement there will be 65,070,000 Amalco Shares, 1,914,490 Amalco Compensation Broker Warrants, 145,600 Amalco Broker Warrants and 637,000 Amalco Options issued and outstanding following completion of the Private Placement and Reorganization Transaction.

(2) Amalco Shares.

Resale Restrictions

The Amalco Shares to be issued in connection with the Reorganization Transaction will be distributed under exemptions from the requirements to provide a prospectus under applicable Canadian securities laws. As POCML has been a reporting issuer in a jurisdiction of Canada for more than four months, the Amalco Shares may be resold in each of the provinces and territories of Canada without significant restriction, apart from the escrow restrictions and SSRR hold restrictions identified above (see “Resulting Issuer – Escrowed Securities”), provided the holder is not a ‘control person’ as defined in the applicable securities legislation, no unusual effort is made to prepare the market or create a demand for those securities and no extraordinary commission or consideration is paid in respect of that sale.

U.S. Shareholders should consult their own advisors regarding resale restrictions applicable to holders of Amalco Shares who are subject to U.S. securities laws.

Principal Holders of Voting Securities Post-Reorganization Transaction

To the knowledge of the directors and officers of POCML and Neo Lithium, at the completion of the Private Placement and Reorganization Transaction, no person will beneficially own, directly or indirectly, or exercise control or direction over, shares carrying more than 10% of voting rights attached to each class of the then outstanding Amalco Shares.

Directors and Officers

The following chart sets forth the name, municipality of residence, proposed position with Amalco and principal occupation of each individual who is proposed to be a director or executive officer of Amalco following the Reorganization Transaction, and the number of Amalco Shares anticipated to be owned by each of such individuals immediately following the Reorganization Transaction.

Name, age and municipality of residence	Proposed position with Amalco	Position(s) held since	Principal occupation during the preceding five years	Number and percentage of Amalco Shares held ⁽¹⁾
Waldo Perez Mendoza, Argentina Age: 52	Director, President and Chief Executive Officer	President and Chief Executive Officer since January 15, 2016, Director Since February 9, 2016	Director and Consultant, Latin America Minerals Inc., mineral exploration company, (2013-2016) Former President and Chief Executive Officer of Lithium Americas Corp., junior natural resource & mining company, (2006-2013)	4,990,000 ⁽²⁾ 7.67%
Julio Martinez Vaughan, Ontario Age: 41	Chief Financial Officer	March 15, 2016	Chief Financial Officer - Latin America Minerals Inc., mineral exploration company, (2011-2016)	0 ⁽²⁾ 0%
Constantine Karayannopoulos Toronto, Ontario Age: 55	Director	February 9, 2016	Chairman, Interim Chief Executive Officer - Molycorp, Inc., rare earth and rare metal manufacturing and engineering company, (2012-2016) Chief Executive Officer, Chief Operations Officer, Executive Vice President, Vice President - Neo Material Technologies Inc., rare earth and rare metal manufacturing and engineering company, (1994-2012)	1,800,000 ⁽²⁾ 2.77%
Thomas Pladsen Toronto, Ontario Age: 56	Director	February 9, 2016	Chief Financial Officer - Crystal Peaks Minerals Inc., development-stage mining company, (2015-2016)	200,000 ⁽²⁾ 0.31%

			Chief Financial Officer - Atacama Pacific Gold Corporation, junior natural resource & mining company, (2010-2016)	
Paul Fornazzari Oakville, Ontario Age: 49	Director and Corporate Secretary	January 15, 2016	Lawyer - Fasken Martineau DuMoulin LLP, law firm, (2015-2016) Lawyer - Gowling Lafleur Henderson LLP, law firm, (2000-2015)	883,000 ⁽²⁾ 1.36%
Gabriel Pindar London, United Kingdom Age: 44	Director	February 9, 2016	General Manager & Head of Projects - ArcelorMittal Mining UK, Ltd., integrated steel and mining company, (2013 -2016) Head of Projects - Engenium Chemicals Corp., chemical product manufacturing, (2011-2013)	4,890,000 ⁽²⁾ 7.51%

Notes:

- (1) Calculated based upon the securities of each of Neo Lithium and POCML beneficially owned, controlled or directed by such persons as of the date of this Information Circular, after giving effect to the Reorganization Transaction, based upon the Exchange Ratio and as otherwise contemplated in this Information Circular. The information as to the number of securities beneficially owned, controlled or directed, not being within the knowledge of the Neo Lithium Group or POCML, has been obtained from the persons listed individually.
- (2) At the completion of the Reorganization Transaction, Mr. Perez will hold 775,000 Amalco Incentive Options, Mr. Martinez will hold 285,000 Amalco Incentive Options, Mr. Karayannopoulos will hold 585,000 Amalco Incentive Options, Mr. Pladsen will hold 385,000 Amalco Incentive Options, Mr. Fornazzari will hold 385,000 Amalco Incentive Options and Mr. Pindar will hold 385,000 Amalco Incentive Options.

Management

On the completion of the Reorganization Transaction, the management team of Amalco is expected to be comprised of Mr. Perez as President and Chief Executive Officer, Mr. Martinez as Chief Financial Officer and Mr. Fornazzari as Corporate Secretary. It is anticipated that the Amalco Board will consist of Messrs. Perez, Karayannopoulos, Pladsen, Fornazzari and Pindar.

Mr. Waldo Perez – Director, President and Chief Executive Officer - Age 52

Mr. Perez is the former President and Chief Executive Officer of Lithium Americas Corp. Mr. Perez has 28 years of academic and industry experience in mineral exploration in South America. He was the founder and technical leader of the Cauchari project which was acquired through Lithium Americas Corp. (listed on the Toronto Stock Exchange), and was its President and Chief Executive Officer, and a director, from inception until the end of the technical work resulting in a definitive feasibility study with strong economics. Mr. Perez was also responsible for bringing Mitsubishi and Magna as strategic investors to the project. Previously to being involved in the lithium industry, Mr. Perez was Vice President Exploration and then Chief Executive Officer of Latin American Minerals Inc. and discovered and developed the Paso Yobai Gold mine in Paraguay. He was also the Project Generation Manager for Barrick Gold Corp and IAMGOLD Argentina SA and was directly involved in the discovery and development of the Loma de Leiva Gold Mine (now under Patagonia Gold LLC), El Tranquilo gold deposit (in construction by Patagonia Gold LLC), and various diamond, zinc, silver, copper and gold deposits in Peru, Colombia, Argentina and Chile. Mr. Perez has a Ph.D. in geology from the National University of Tucumán.

Mr. Perez will work full time for Amalco. Mr. Perez is an independent contractor to Amalco (see “The Neo Lithium Group – Executive Compensation – Management Contracts”). Mr. Perez has signed a non-disclosure agreement with Neo Lithium. Mr. Perez has not signed a non-competition with Neo Lithium, and does not propose to enter into a non-competition agreement with Amalco.

Mr. Julio Martinez - Chief Financial Officer - Age 41

Mr. Martinez is currently the Chief Financial Officer of Latin American Minerals Inc., a TSXV listed company with a gold asset in Paraguay. Mr. Martinez is a financial professional and CGA with 15 years of experience with public and private companies in Canada and internationally. This experience includes budgeting, accounting and controls

related to mine start-up operations in South America, financial reconciliations for multiple Latin American offices, and mergers and acquisitions. Mr. Martinez holds a Bachelor of Business Administration degree from the University of Uruguay.

Mr. Martinez will work part time for Amalco and will devote approximately 50% of his time to the business and affairs of Amalco. Mr. Martinez is an independent contractor to Amalco (see “The Neo Lithium Group – Executive Compensation – Management Contracts”). Mr. Martinez has signed a non-disclosure agreement with Neo Lithium. Mr. Martinez has not signed a non-competition with Neo Lithium, and does not propose to enter into a non-competition agreement with Amalco.

Mr. Constantine Karayannopoulos - Director - Age 55

Mr. Karayannopoulos is Chairman of the Molycorp, Inc. Board of Directors. He served as interim President and Chief Executive Officer of Molycorp, Inc. and President and Chief Executive Officer of Neo Material Technologies Inc. He was Director of Lithium Americas Corp. from 2011 to 2015. Mr. Karayannopoulos is a director of the Canada China Business Council and is a member of the Advisory Board at the University of Toronto’s Department of Chemical Engineering and Applied Chemistry. A professional engineer, he holds Bachelor and Master of Applied Science degrees in Chemical Engineering from the University of Toronto. Mr. Karayannopoulos will devote approximately 10% of his time to the business and affairs of Amalco.

Mr. Thomas Pladsen - Director - Age 56

Mr. Pladsen is the Chief Financial Officer of Atacama Pacific Gold Corporation and Crystal Peak Minerals Inc., both listed on the TSXV, which have, respectively, an advanced gold project in Chile and an advanced potash brine project in Utah. Mr. Pladsen has over 20 years’ experience in the exploration and mining industry. Mr. Pladsen, who received his Chartered Accountant designation with KPMG LLP in Toronto in the mid 1980’s, has since held various financial positions with TSX-listed, TSXV-listed and private mining and technology companies. He has previously served as Chief Executive Officer and Chief Financial Officer of Katanga Mining Limited and Chief Financial Officer of Andina Minerals. Mr. Pladsen has also consulted for a number of TSXV-listed junior mining companies. Mr. Pladsen is a director of Crystal Peak Minerals Inc., KWG Resources Inc., Northfield Capital Corporation and Superior Copper Corporation. Mr. Pladsen has a Bachelor of Business Administration degree from Wilfrid Laurier University. Mr. Pladsen will devote approximately 10% of his time to the business and affairs of Amalco.

Mr. Paul Fornazzari - Director and Corporate Secretary - Age 49

Mr. Fornazzari is a partner at the law firm Fasken Martineau DuMoulin LLP. He was a former Chairman of Lithium Americas Corp. and has been a director of various public companies for most of his career. Previously, Mr. Fornazzari was a partner at another international law firm where he was head of its Corporate Finance, Securities and Public M&A National Practice Group and of its Mining Group. Mr. Fornazzari has broad experience advising boards, executive teams and investment dealers and acts for domestic and foreign clients in various industries including mining, petroleum, technology, life sciences and financial services. As a fluent Spanish speaker from Latin America, he has transactional experience and a strong network in almost all of the jurisdictions in that region. Mr. Fornazzari holds a Masters of Law from Osgoode Hall Law School in Securities Law and a Bachelor of Law from the University of Windsor. Mr. Fornazzari will devote approximately 10% of his time to the business and affairs of Amalco.

Mr. Gabriel Pindar - Director - Age 44

Mr. Pindar is a project executive with 22 years’ experience in the development of mining projects and large scale infrastructure (rail and port) in Argentina, Peru, Mexico, Australia, Canada, West Africa and United Kingdom. He was the General Manager and Head of Projects for ArcelorMittal Mining UK, Ltd. from 2013 to 2015. He was responsible for overseeing multiple international projects that secured numerous expansions and green field projects. He was also the Regional Manager in the UK responsible for the successful delivery of iron ore studies in West Africa and Deputy Director (and other positions) for BHP Billiton between 2003 and 2008. Mr. Pindar has been responsible for numerous studies and projects, including iron ore, copper, gold and uranium facilities. Mr. Pindar has sat on numerous boards and steering committees successfully engaging delivery teams for large scale projects. Mr. Pindar will devote approximately 10% of his time to the business and affairs of Amalco.

Committees of the Board of Directors

The following chart sets forth the proposed committees of the Amalco Board as well as their respective proposed members:

Board Committee	Members
Audit Committee	Thomas Pladsen (Chair) Constantine Karayannopoulos Gabriel Pindar
Corporate Governance Committee	Constantine Karayannopoulos (Chair) Paul Fornazzari Waldo Perez
Compensation Committee	Gabriel Pindar (Chair) Thomas Pladsen

Corporate Cease Trade Orders or Bankruptcies

Other than as set forth below, no person who is proposed to serve as a director or officer of Amalco following the completion of the Reorganization Transaction, or to the knowledge of management of Neo Lithium or POCML any shareholder who will be holding a sufficient number of Amalco Shares to affect materially the control of Amalco is, or within the ten years prior to the date hereof has been, a director or officer of any other issuer that, while that person was acting in the capacity of a director or officer of that issuer, was the subject of a cease trade order or similar order or an order that denied that issuer access to any statutory exemptions for a period of more than 30 consecutive days, was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver-manager or trustee appointed to hold the assets of that issuer or appointed to hold the assets of that director or officer.

On June 25, 2015, Molycorp, Inc., of which Mr. Karayannopoulos is a director, and 20 of its direct and indirect subsidiaries filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware. These cases are still pending. As a result of these cases, on June 25, 2015, the staff of NYSE Regulation, Inc. commenced proceedings to delist the common stock of Molycorp, Inc. from the New York Stock Exchange. Molycorp, Inc.'s common stock subsequently was delisted.

Penalties or Sanctions

No person who is proposed to be a director or officer of Amalco following the completion of the Reorganization Transaction, or to the knowledge of management of Neo Lithium or POCML any shareholder who will be holding a sufficient number of Amalco Shares to affect materially the control of Amalco is, or has been prior to the date hereof, subject to any penalties or sanctions imposed by a court relating to securities legislation or a securities regulatory authority or entered into a settlement agreement with a securities regulatory authority or been subject to any penalties or sanctions by a court or regulatory body that would likely be considered important to a reasonable investor making an investment decision.

Individual Bankruptcies

No person who is proposed to be a director or officer of Amalco following the completion of the Reorganization Transaction, or to the knowledge of management of Neo Lithium or POCML any shareholder who will be holding a sufficient number of Amalco Shares to affect materially the control of Amalco, during the 10 years prior to the date hereof, has been declared bankrupt or made a voluntary assignment into bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangement, or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold their assets.

Conflicts of Interest

To the knowledge of management of Neo Lithium and POCML, no existing or potential material conflicts of interest exist presently or will exist between Amalco or a subsidiary of Amalco and any proposed director, officer or promoter of Amalco or a subsidiary of Amalco following completion of the Reorganization Transaction.

Other Reporting Issuer Experience

The following table sets out the proposed directors, officers and promoters of Amalco that are, or have been within the last five years, directors, officers or promoters of other reporting issuers:

<i>Name</i>	<i>Name, Jurisdiction and Exchange of Reporting Issuer</i>	<i>Position</i>	<i>From</i>	<i>To</i>
David D'Onofrio	G4G Capital Corp, Canada, TSXV	President, Chief Executive Officer and Director	November 2015, and Director from July 2015	Current
	Mason Graphite Inc., (formerly POCML 1 Inc.), Canada, TSXV	Director	July 2011	October 2012
	Lithium Americas Corp., Canada, TSX	Director	July 2009	June 2014
	Bedrocan Cannabis Corp. (formerly POCML 2 Inc.), Canada, TSXV	Director	April 2013	August 2014
Pat DiCapo	Mason Graphite Inc., (formerly POCML 1 Inc.), Canada, TSXV	Director	July 2011	October 2012
	Bedrocan Cannabis Corp. (formerly POCML 2 Inc.), Canada, TSXV	Director	April 2013	August 2014
Conan McIntyre	Bedrocan Cannabis Corp. (formerly POCML 2 Inc.), Canada, TSXV	Director	April 2013	August 2014
Waldo Perez	Latin America Minerals Inc., Canada, TSXV	President and Chief Executive Officer	August 2006	September 2010
	Lithium Americas Corp., Canada, TSX	President and Chief Executive Officer	August 2009	May 2013
Julio Martinez	Latin America Minerals Inc., Canada, TSXV	Chief Financial Officer	October 2011	May 2016
Constantine Karayannopoulos	Lithium Americas Corp., Canada, TSX	Director	October 2010	August 2015
	Molycorp, Inc., Canada, NYSE	Chairman	July 2012	March 2016
	Neo Material Technologies Inc., Canada, TSX	Chief Executive Officer, Chief Operating Officer	May 2005	July 2012
Thomas Pladsen	Northfield Capital Corporation, Canada, TSXV	Director	March 1987	Current
	Atacama Pacific Gold Corporation, Canada, TSXV	Chief Financial Officer	September 2010	Current
	Crystal Peak Minerals Inc., Canada, TSXV	Chief Financial Officer and Director	March 2010	Current

Paul Fornazzari	KWG Resources Inc., Canada, TSXV	Director	February 2012	Current
	Superior Copper Corporation, Canada, TSXV	Director	January 2014	Current
	White Pine Resources Inc., Canada, TSXV	Director	May 2006	February 2016
	Carrie Arran Resources Inc., Canada, TSXV	Chief Executive Officer and Director	March 2011	November 2015
	Colombia Crest Gold Corp., Canada, TSXV	Director	October 2010	September 2013
	Nighthawk Gold Corp., Canada, TSXV	Chief Executive Officer, Chief Financial Officer and Director	September 2006	July 2013
	Echelon Capital Corporation, Canada, TSXV	Director	October 2012	April 2013
	Anaconda Mining Inc., Canada, TSXV	Director	October 2009	February 2012
	Brionor Resources Inc., Canada, TSXV	Director	February 2010	November 2011
	Hosted Data Transaction Solutions Inc., Canada, TSX	Director	June 2006	September 2011
	Latin America Minerals Inc., Canada, TSXV	Director	May 2005	August 2015
	Lithium Americas Corp., Canada, TSX	Director	May 2012	September 2015
	Posera Limited, Canada, TSX	Director	June 2009	Current
	Century Iron Mines Corporation, Canada, TSX	Director	July 2008	August 2011
	Manor Global Inc., Canada, TSXV	Director	February 2005	August 2011

Executive Compensation

Please see “The Neo Lithium Group – Executive Compensation”.

Indebtedness of Directors and Officers

None of (a) the persons who are proposed to be directors, employees or executive officers of Amalco following the completion of the Reorganization Transaction, (b) the directors, employees or executive officers of either the Neo Lithium Group or POCML during the most recently completed financial year of each of Neo Lithium and POCML, respectively, or (c) the associates of such persons is or has been indebted to either the Neo Lithium Group or POCML at any time during the most recently completed financial year of each of Neo Lithium and POCML, respectively, or will be indebted to Amalco upon completion of the Reorganization Transaction. Furthermore, none of such persons were indebted to a third party during such period where their indebtedness was the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Neo Lithium Group or POCML.

Risk Factors

The current business of Neo Lithium will be the business of Amalco upon completion of the Reorganization Transaction. Accordingly, risk factors relating to Neo Lithium’s current business will be risk factors relating to Amalco’s business. Due to the nature of Amalco’s business, the legal and economic climate in which it operates and the present stage of the Project’s development, Amalco is subject to significant risks. Amalco’s future development and operating results may be very different from those expected as at the date of this Information Circular. Readers should carefully consider all such risks. Risk factors relating to Amalco include, but are not limited to, the following:

There is no assurance that Amalco can establish the existence of any mineral resource on the Project in commercially exploitable quantities.

The Project is in the very early exploration stage and there are no known resources or commercial quantities of mineral reserves on the Project. The purpose of the Private Placement, and future financings, is to raise funds to carry out exploration and, if warranted by exploration results, development with the objective of establishing resources and possibly, economic quantities of mineral reserves. There is no assurance that Amalco can establish the existence of any mineral resource on the Project in commercially exploitable quantities. Until Amalco can do so, it cannot earn any revenues from operations and if it does not do so it will lose all of the funds that Amalco expends on exploration. If Amalco does not discover any mineral resource in a commercially exploitable quantity, its business could fail. The only source of future funds presently available to Amalco is through the sale of equity capital. The only alternative for the financing of further exploration would be the offering by Amalco of an interest in the Project to be earned by another party or parties carrying out further exploration or development thereof, which is not presently contemplated. There is no assurance that such sources of financing will be available on acceptable terms, if at all. AN INVESTMENT IN NATURAL RESOURCE COMPANIES INVOLVES A SIGNIFICANT DEGREE OF RISK. THE DEGREE OF RISK INCREASES SUBSTANTIALLY WHERE THE CORPORATION'S PROPERTIES ARE IN THE EXPLORATION AS OPPOSED TO THE DEVELOPMENT STAGE.

There is risk to the growth of lithium markets.

The development of lithium operations at the Project is almost entirely dependent on the adoption of lithium-ion batteries for electric vehicles and other large format batteries that currently have limited market share and whose projected adoption rates are not assured.

To the extent that such markets do not develop in the manner contemplated by the Amalco, then the long-term growth of lithium products will be adversely affected, which would inhibit the potential for development of the projects, their potential commercial viability and would otherwise have a negative effect on the business and financial condition of Amalco.

The Project may not be developed as planned and Amalco may not achieve the intended economic results or commercial viability.

Amalco's business strategy depends in large part on developing the Project into one or more commercially viable mines. Whether a mineral deposit will be commercially viable depends on a number of factors, including: (i) the particular attributes of the deposit, such as size, grade and proximity to infrastructure; (ii) commodity prices, which are highly cyclical; and (iii) government regulations, including regulations relating to prices, taxes, royalties, land tenure, land use, importing and exporting of mineral resources, environmental protection and capital and operating cost requirements. There is no assurance that Amalco will ever develop any of the deposits on the Project. If Amalco is unable to develop all or any of its projects into a commercial working mine, its business and financial condition will be materially adversely affected.

Amalco has no operating history or history of earnings and does not have a track record of taking its projects into production.

Amalco has no commercial operating history or history of earnings, and there is no assurance that Amalco's properties or any other properties it may acquire or obtain hereafter will generate any earnings, operate profitably or provide a return on investment in the future. Also, putting a project into production requires substantial planning and expenditures and Amalco does not yet have a sustained track record of taking its projects into commercial production.

Amalco has limited sources of future financing and there are no assurances that future funding will be available for further exploration and development, or if available, that it will be on favourable terms.

Amalco has limited financial resources and has no source of operating income. There is no assurance that Amalco will be able to obtain additional financing in the future on favourable terms or terms acceptable to it. The ability of Amalco to arrange additional financing in the future will depend, in part, on the prevailing capital market conditions as well as the business performance of Amalco. Failure to obtain additional financing on a timely basis may cause

Amalco to postpone or abandon exploration and development of Amalco's properties, forfeit its rights to Amalco's properties or reduce or terminate its operations.

Title to Amalco's properties may be challenged, impugned or revoked or be subject to undetected defects, which may result in the loss of all or a portion of Amalco's rights or interests.

There can be no assurance that Amalco's rights or interests in and to properties will not be challenged, impugned or revoked. They may be subject to prior unregistered agreements or transfers or indigenous land claims and title may be affected by undetected defects. If title defect exists, it is possible that Amalco may lose all or a portion of its rights or interest in and to properties. Until competing rights or interest to Amalco's properties have been determined, there is no assurance as to the validity of Amalco's rights or interest to properties. In addition, Amalco may be unable to operate properties as permitted or to enforce its rights with respect to such properties, and the title to its mineral properties may also be impacted by state action.

Amalco will not be party to any long term contracts or have any significant customers.

Amalco has not entered into any long term contracts or obtained any significant customers and, therefore, has no assured sources of revenue.

Insiders of Amalco may be subject to conflicts of interest.

Most of the directors and officers of Amalco are engaged and will continue to be engaged in the search for additional business opportunities on behalf of other entities, and situations may arise where these directors and officers will be in direct competition with Amalco. Conflicts, if any, will be dealt with in accordance with the relevant provisions of the OBCA. In order to avoid the possible conflict of interest which may arise between the directors' and officers' duties to Amalco and their duties to the other entities they are involved with, the directors and officers of Amalco have been advised the following by Amalco: (a) participation in other business ventures offered to the directors or officers should be allocated between the various entities on the basis of prudent business judgment and the relative financial abilities and needs of such entities to participate; (b) no commissions or other consideration will be paid to such directors and officers; and (c) business opportunities formulated by or through other entities in which the directors and officers are involved should not be offered to Amalco except on the same or better terms than the basis on which they are offered to third party participants.

The success of other properties, in the region or elsewhere, is not an accurate indication of the likelihood of success of Amalco's properties.

The successful development and production of neighbouring or contiguous properties, or of other lithium properties, whether in the region of the Project or elsewhere in the world, is not an accurate indicator of the likelihood of successful development and production of Amalco's properties.

Amalco may not be able to acquire mineral properties.

There is no assurance that Amalco will be able to acquire any other mineral properties of merit.

Amalco will be subject to risks that are not insurable and should such risks arise, they could reduce or eliminate any future profitability and result in increasing costs and a decline in the value of the securities of Amalco.

In the course of exploration, development and production of mineral properties, certain risks, and in particular, unexpected or unusual geological operating conditions including cave-ins, fires, flooding and earthquakes may occur. It is not always possible to fully insure against such risks and Amalco may decide not to take out insurance against such risks as a result of high premiums or other reasons. Should such liabilities arise, they could reduce or eliminate any future profitability and result in increasing costs and a decline in the value of the securities of Amalco.

The success of Amalco is largely dependent on a few key individuals.

The success of Amalco will be largely dependent upon the performance of its key officers, consultants and employees. Locating mineral deposits depends on a number of factors, not the least of which is the technical skill of the exploration, developing and operating personnel involved. Failure to retain key individuals or to attract, and, if

attracted, retain additional key individuals with necessary skills could have a materially adverse impact upon Amalco's success. Amalco has not purchased any "key-man" insurance with respect to any of its directors, officers or key employees and has no current plans to do so.

Amalco will be subject to environmental and safety regulations and there could be significant adverse consequences to Amalco arising from changes to such regulations or non-compliance therewith.

Amalco's operations may be subject to environmental regulations promulgated by government agencies from time to time. Environmental legislation provides for restrictions and prohibitions on spills, releases or emissions of various substances produced in association with certain mining industry operations which would result in environmental pollution. A breach of such legislation may result in the imposition of fines and penalties. In addition, certain types of operations require the submission and approval of environmental impact assessments. Environmental legislation is evolving in a manner that means standards are stricter, and enforcement, fines and penalties for non-compliance are more stringent. Environmental assessments of proposed projects carry a heightened degree of responsibility for companies and directors, officers and employees. The cost of compliance with changes in governmental regulations has a potential to reduce the profitability of operations. Amalco intends to comply fully with all environmental regulations.

Such operations and exploration activities are also subject to substantial regulation under applicable laws by governmental agencies. There can be no assurance, however, that such laws and regulations will not have an adverse effect on any mining project which Amalco might undertake.

The Project is not located in a protected area. The Project is located in a "Ramsar" site (under the Convention on Wetlands of International Importance, more commonly known as the Ramsar Convention) meaning that there is a particular interest for conservation in the area of the Project, particularly concerning the nesting sites for birds. Current Argentinian environmental legislation does not prohibit the development of any project in a Ramsar site, provided that it complies with current environmental requirements.

Failure to comply with applicable laws, regulations, and permitting requirements may result in enforcement actions thereunder, including orders issued by regulatory or judicial authorities causing operations to cease or be curtailed, and may include corrective measures requiring capital expenditures, installation of additional equipment, or remedial actions. Parties engaged in mining operations and mineral exploration and development may be required to compensate those suffering loss or damage by reason of mining or other exploration and/or development activities and may have civil or criminal fines or penalties imposed for violations of applicable laws or regulations and, in particular, environmental laws.

Amendments to current laws, regulations and permits governing operations and activities of mining companies, or more stringent implementation thereof, could have a material adverse impact on Amalco and cause increases in capital expenditures or production costs or reduction in levels of production at producing properties or require abandonment or delays in development of new mining properties.

Amalco will be required to obtain permits or maintain them in good standing and comply with various other government regulations and there could be significant adverse consequences to Amalco arising from not obtaining such permits or not complying with such government regulations, including curtailing or prohibiting from commencing or continuing with mining operations, or proceeding with any future exploration or development of Amalco's properties or other properties Amalco may acquire in the future.

The current and future operations of Amalco may require permits or maintaining them in good standing from various governmental authorities and will be governed by laws and regulations governing prospecting, development, mining, production, export, taxes, labour standards, occupational health, waste disposal, land use, environmental protections, mine safety and other matters. There is no assurance that Amalco will be able to obtain all necessary permits or maintain them in good standing and approvals that may be required to undertake exploration activity or commence construction or operation of lithium extraction facilities on Amalco's properties or any other properties Amalco may acquire in the future. To the extent such approvals are required and not obtained, Amalco may be curtailed or prohibited from commencing or continuing with mining operations, or proceeding with any future exploration or development of Amalco's properties or other properties Amalco may acquire in the future.

Costs of environmental remediation are uncertain and may have a material adverse effect on Amalco's financial condition and results of operations.

The actual costs of remediation are uncertain and planned expenditures may differ from the actual expenditures required. It is not possible to determine the exact amount that will be required to complete remediation activities, and the amount that Amalco is required to spend could be materially different than current estimates. Environmental bonds or other forms of financial assurance represent only a portion of the total amount of money that will be spent on remediation over the life of a mine's operation. Although Amalco includes estimated remediation costs in its mining plans, it may be necessary to revise the planned expenditures and the operating plan for Amalco's properties in order to fund required remediation activities. Any additional amounts required to be spent on remediation may have a material adverse affect on Amalco's financial condition and results of operations.

Amalco's proposed mining activities are in Argentina and are subject to the risks of political and economic instability associated with this country.

Argentina has, from time to time, experienced economic or political instability. Amalco may be materially adversely affected by risks associated with conducting exploration and mining activities in Argentina, including: political instability and violence; war and civil disturbance; acts of terrorism; expropriation or nationalization; inequitable treatment of non- domiciled companies; changing fiscal regimes; fluctuations in currency exchange rates; high rates of inflation; underdeveloped industrial and economic infrastructure; and unenforceability of contractual rights.

Argentinean regulators have broad authority to shut down and/or levy fines against operations that do not comply with regulations or standards. In addition to factors such as those listed above, Amalco's mineral exploration and potential future mining activities in Argentina may also be affected in varying degrees by government regulations with respect to restrictions on production, price controls, foreign exchange controls, export controls, taxes, royalties, environmental legislation and mine safety. Regardless of the economic viability of Amalco's interest in Amalco's properties, and despite being beyond Amalco's control, such factors may prevent or restrict mining of some or all of any deposits which Amalco may find on Amalco's properties.

In May 2012, the government of Argentina re-nationalized Yacimientos Petrolíferos Fiscales ("YPF"), the country's largest oil and gas company. There can be no assurance that the government of Argentina will not nationalize other businesses operating in the country, including the business of Amalco.

Provincial governments of Argentina have considerable authority over exploration and mining in their province and there are Argentinean provinces where the provincial government has taken an anti-mining stance by passing laws to curtail or ban mining in those provinces.

Argentina has, in the past, and is currently enduring a period of high inflation which could increase Amalco's operating costs relating to work carried out on Amalco's properties. Amalco also plans to purchase certain supplies and retain the services of various companies in Argentina to meet its future business plans. It may be difficult to find or hire qualified people in the mining industry who are situated in Argentina or to obtain all of the necessary services or expertise in Argentina or to conduct operations on its projects at reasonable rates. If qualified people and services or expertise cannot be obtained in Argentina, Amalco may need to seek and obtain those services from people located outside of Argentina which will require work permits and compliance with applicable laws and could result in delays and higher costs to Amalco to conduct its operations in Argentina. In addition, Argentina's status as a developing country may make it more difficult for Amalco to obtain any required financing for its projects. If a dispute arises regarding Amalco's interest to Amalco's properties, Amalco cannot rely on Canadian legal standards in defending or advancing its interests.

The Project is subject to a 1.5 percent gross revenue royalty and a 3 percent provincial royalty, which may negatively affect Amalco's ability to meet future obligations.

Certain founders of Neo Lithium hold an aggregate 1.5% gross revenue royalty over the Project. In addition, Articles 5 and 6 of Catamarca Provincial Law # 4757 (Mining Royalties), establish a "Boca Mina" mining royalty of 3% over the mineral value at the "mine entrance", independent of processing. For a brine project "mine entrance" is understood to mean at the well head. The royalty is calculated on the value of mineral substances at the mine mouth (Boca Mina) after certain allowable deductions. The royalty base is calculated as the total mineral value at the time

of production less deductible costs such as mineral beneficiation, transportation and related admin and overhead costs.

There may be difficulties in conducting business through a foreign subsidiary and any limitation on the transfer of cash or other assets between Amalco and the Argentinean subsidiary or the perception that such limitation may exist now or in the future, could have an adverse impact on Amalco's valuation.

Amalco conducts its business through an Argentinean subsidiary. Any limitation on the transfer of cash or other assets between Amalco and the Argentinean subsidiary or the perception that such limitation may exist now or in the future, could have an adverse impact on Amalco's valuation.

Amalco will be exposed to U.S., Canadian and Argentinean currency fluctuations which may have a negative impact on Amalco's financial results; the Argentinean peso has been subject to large devaluations and revaluations in the past and may be subject to significant fluctuations in the future.

The Argentinean peso has been subject to large devaluations and revaluations in the past and may be subject to significant fluctuations in the future. Amalco transacts and expects to continue to transact a significant portion of its business in Canadian Dollars and United States Dollars. The United States Dollar is the currency of the primary economic environment in which Amalco will operate and the Canadian Dollar is Amalco's functional currency for financial statement reporting. A significant portion of Amalco's costs are related to the Argentinean peso and a significant portion of sales are anticipated to be transacted in United States Dollars. Therefore, an increase or decrease in exchange rates among the Canadian Dollar, United States Dollar and/or Argentinean peso would affect Amalco's cost of production and revenues. As a result, fluctuation in the exchange rate of such currencies, and any other currency in which Amalco will operate, may affect Amalco's business, financial condition and results of operations.

Market Price of Amalco Shares

The Neo Lithium Shares do not currently trade on any exchange or market, and the POCML Shares are currently listed and posted for trading on the TSXV. Securities of micro-cap and small-cap companies have experienced substantial volatility in the past, often based on factors unrelated to the financial performance or prospects of the companies involved. These factors include macroeconomic developments in North America and globally, and market perceptions of the attractiveness of particular industries. If the Reorganization Transaction is completed, the price of the Amalco Shares is also likely to be significantly affected by short-term changes in mineral resource prices, or in financial condition or results of operations of Amalco. Other factors unrelated to Amalco's performance that may have an effect on the price of the Amalco Shares include the following: the extent of analytical coverage available to investors concerning Amalco's business may be limited if investment banks with research capabilities do not follow Amalco's securities; lessening in trading volume and general market interest in Amalco's securities may effect an investor's ability to trade significant numbers of Amalco Shares; the size of Amalco's public float may limit the ability of some institutions to invest in Amalco's securities; and a substantial decline in the price of the Amalco Shares that persists for a significant period of time could cause Amalco's securities, if listed on an exchange, to be delisted from such exchange, further reducing market liquidity.

As a result of any of these factors, the market price of the Amalco Shares at any given point in time may not accurately reflect Amalco's long-term value. Securities class-action litigation often has been brought against companies following periods of volatility in the market price of their securities. Amalco may in the future be the target of similar litigation. Securities litigation could result in substantial costs and damages and divert management's attention and resources.

Dividend Policy

No dividends on any of the Neo Lithium Shares or POCML Shares have been paid by either Neo Lithium or POCML to date. The Neo Lithium Group and POCML currently plan that, assuming completion of the Reorganization Transaction, Amalco will retain all future earnings and other cash resources, if any, for the future operation and development of its business. Payment of any future dividends by Amalco, if any, will be at the discretion of the Amalco Board after taking into account many factors, including Amalco's operating results, financial condition, and current and anticipated cash needs.

Dilution to POCML Shares and Neo Lithium Shares

It is anticipated that immediately prior to the Reorganization Transaction, POCML will have 7,000,000 POCML Shares issued and outstanding and Neo Lithium will have 38,700,000 Neo Lithium Shares issued and outstanding. In the event that the Reorganization Transaction is completed, (i) the Consolidation will be effected, such that 0.91 of one POCML Post-Consolidation Share shall be issued for each one outstanding POCML Share, resulting in approximately 6,370,000 POCML Post-Consolidation Shares being outstanding; (ii) an aggregate of 20,000,000 POCML Post-Consolidation Shares shall be issued to subscribers in the Private Placement upon conversion of their Subscription Receipts; (iii) the Amalgamation shall then be effected pursuant to which an aggregate of 65,070,000 Amalco Shares shall be issued to former shareholders of POCML and Neo Lithium in accordance with the Master Agreement; (iv) a further 637,000 Amalco Shares shall be reserved for issuance upon the exercise of the Amalco Options; (v) a further 1,914,490 Amalco Shares shall be reserved for issuance upon the exercise of the Amalco Compensation Broker Warrants; and (vi) a further 145,600 Amalco Shares shall be reserved for issuance upon the exercise of the Amalco Broker Warrants.

Amalco may issue additional equity securities in future financings, resulting in dilution to investors. Concurrently with the completion of the Reorganization Transaction, 3,000,000 Amalco Incentive Options are to be issued to the Amalco Board, senior management and key staff. The options are to have an exercise price of \$1.00 per share and a term of 5 years from the date of grant.

The increase in the number of Amalco Shares issued and outstanding, and the sales of such shares, may have a depressive effect on the price of the Amalco Shares. In addition, as a result of the issuance of such additional Amalco Shares, the voting power of the existing POCML Shareholders and Neo Lithium Shareholders will be substantially diluted.

Future Sales of Amalco Shares by Existing Shareholders

Sales of a large number of Amalco Shares in the public markets, or the potential for such sales, could decrease the trading price of the Amalco Shares and could impair Amalco's ability to raise capital through future sales of Amalco Shares. POCML and Neo Lithium have previously issued shares at an effective price per share which is lower than the effective price of the Amalco Shares pursuant to the Reorganization Transaction. Accordingly, a significant number of shareholders of POCML and Neo Lithium will have an investment profit in the Amalco Shares that they may seek to liquidate.

Promoter Consideration

The following chart sets forth the consideration paid to any promoters of the Neo Lithium Group, POCML or Amalco:

Name of Promoter	Number and percentage of Amalco Shares to be held following the Reorganization Transaction and Private Placement⁽¹⁾	Nature and amount of anything of value to be received directly or indirectly from Amalco or a subsidiary
Waldo Perez	4,990,000 7.67%	0.5 % gross revenue royalty over the Project ⁽²⁾ 775,000 Amalco Incentive Options ⁽⁴⁾
Gabriel Pindar	4,890,000 7.51%	0.5 % gross revenue royalty over the Project ⁽²⁾ 385,000 Amalco Incentive Options ⁽⁴⁾
David D'Onofrio	1,225,000 1.88%	204,750 Amalco Options ⁽³⁾
PowerOne Capital Corp.	3,640,000 5.59%	318,500 Amalco Options ⁽³⁾
Conan McIntyre	257,500 0.47%	113,750 Amalco Options ⁽³⁾

Notes:

- (1) Calculated based upon the securities of each of Neo Lithium and POCML beneficially owned, controlled or directed by such persons reported as of the date of this Information Circular, on a diluted basis, after giving effect to the Reorganization Transaction and Private Placement based upon the Exchange Ratio and as otherwise contemplated in this Information Circular. See also "Resulting Issuer – Escrowed Securities".

- (2) Pursuant to an Assignment of Rights Agreement dated April 5, 2016, LIEX S.A. acquired mining claims Lodomar I to VI of the Project from, among others, Messrs. Perez and Pindar, who purchased such mining claims from a private owner, in consideration of a nominal aggregate payment of 10,000 Argentinean pesos (approx. CDN\$890 in the aggregate) and an aggregate 1.5% gross revenue royalty over the Project.
- (3) Granted in exchange for existing POCML Options which were originally granted on January 15, 2015. Entitles the holder to acquire one Amalco Share at an exercise price of \$0.165 until January 15, 2020.
- (4) Granted on completion of the Reorganization Transaction. Entitles the holder to acquire one Amalco Share at an exercise price of \$1.00 for a period of 5 years, which will vest as follows: (i) the first one-third of such options shall vest immediately on date of grant, (ii) a further one-third of such options shall vest on the first anniversary of the date of grant; and (iii) the final one-third of such options shall vest on the second anniversary of the date of grant.

Legal Proceedings

See “POCML – Legal Proceedings” and “The Neo Lithium Group – Legal Proceedings”.

Interest of Informed Persons in Material Transactions

See “POCML – Interest of Informed Persons in Material Transactions” and “The Neo Lithium Group – Interest of Informed Persons in Material Transactions”.

Auditors

Following the Reorganization Transaction, the auditors of Amalco will be MNP LLP, located at 111 Richmond Street West, Suite 300, Toronto, Ontario, M5H 2G4.

Registrar and Transfer Agent

The transfer agent and registrar for Amalco will be TMX Equity Transfer Services Inc. at its principal offices in Toronto, Ontario following the Reorganization Transaction.

Experts

Certain legal matters relating to the Reorganization Transaction and Private Placement as described herein will be passed upon by Cassels Brock & Blackwell LLP and Fasken Martineau LLP. Partners of Cassels Brock & Blackwell LLP and their associates own, in the aggregate, less than 1% of all issued and outstanding POCML Shares and less than 1% of all issued and outstanding Neo Lithium Shares as of the date of this Information Circular. Apart from Mr. Fornazzari, who owns 2.17% of all issued and outstanding Neo Lithium Shares and no issued and outstanding POCML Shares (See “Interests of Insiders”), partners of Fasken Martineau LLP and their associates own, in the aggregate, less than 1% of all issued and outstanding POCML Shares and less than 1% of all issued and outstanding Neo Lithium Shares as of the date of this Information Circular. Mr. Fornazzari shall be appointed as a director of Amalco.

As of the date of this Information Circular, Dr. Mark King, Ph.D., P.Geo, F.G.C. (author of Technical Report) is independent from the Neo Lithium Group, POCML, and Amalco. As of the date of this Information Circular, he does not hold any securities of Neo Lithium or POCML, and, upon completion of the Reorganization Transaction, will not hold any securities of Amalco.

As of the date of this Information Circular, MNP LLP (the auditors of POCML) have reported that they are independent in accordance with the rules of professional conduct of the Institute of Chartered Professional Accountants of Ontario.

As of the date of this Information Circular, MNP LLP (the auditors of the Neo Lithium Group) have reported that they are independent in accordance with the rules of professional conduct of the Institute of Chartered Professional Accountants of Ontario.

Material Contracts

See “POCML – Material Contracts” and “The Neo Lithium Group – Material Contracts”.

Other Material Facts

There are no other material facts about the Neo Lithium Group, POCML or Amalco that are not disclosed elsewhere in this Information Circular.

INFORMATION AND APPROVALS

The information contained or referred to in this Information Circular with respect to POCML has been furnished by POCML. The information contained or referred to in this Information Circular with respect to the Neo Lithium Group has been furnished by Neo Lithium. POCML and its respective directors and officers have relied on the information relating to the Neo Lithium Group provided by Neo Lithium and take no responsibility for any errors in such information or omissions therefrom. Neo Lithium and its respective directors and officers have relied on the information relating to POCML provided by POCML and take no responsibility for any errors in such information or omissions therefrom.

The POCML Board and Neo Lithium Board have each approved the contents of this Information Circular and the delivery hereof to POCML Shareholders and Neo Lithium Shareholders of record as of the POCML Record Date and Neo Lithium Record Date, respectively.

CERTIFICATE OF POCML 3 INC.

The foregoing constitutes full, true and plain disclosure of all material facts relating to the securities of POCML 3 Inc. assuming Completion of the Qualifying Transaction.

June 13, 2016

(Signed) David D'Onofrio
Chief Executive Officer and Chief Financial Officer

ON BEHALF OF THE BOARD OF DIRECTORS OF
POCML 3 INC.

(Signed) Pasquale DiCapo
Director

(Signed) Conan McIntyre
Director

CERTIFICATE OF NEO LITHIUM CORP.

The foregoing as it relates to Neo Lithium Corp. constitutes full, true and plain disclosure of all material facts relating to the securities of Neo Lithium Corp.

June 13, 2016

(Signed) Waldo Perez
Chief Executive Officer

(Signed) Julio Martinez
Chief Financial Officer

ON BEHALF OF THE BOARD OF DIRECTORS OF
NEO LITHIUM CORP.

(Signed) Constantine
Karayannopoulos
Director

(Signed) Gabriel Pindar
Director

ACKNOWLEDGEMENT – PERSONAL INFORMATION

“Personal Information” means any information about an identifiable individual, and includes information contained in any Items in the attached information circular that are analogous to Items 4.2, 11, 13.1, 16, 18.2, 19.2, 24, 25, 27, 32.3, 33, 34, 35, 36, 37, 38, 39, 41 and 42 of TSX Venture Exchange (“Exchange”) Form 3D1, as applicable.

The undersigned hereby acknowledge and agree that they have obtained the express written consent of each individual to:

- (a) the disclosure of Personal Information by the undersigned to the Exchange (as defined in Appendix 6B) pursuant to Exchange Form 3D1; and
- (b) the collection, use and disclosure of Personal Information by the Exchange for the purposes described in Appendix 6B or as otherwise identified by the Exchange, from time to time.

NEO LITHIUM CORP.

(Signed) Waldo Perez

POCML 3 INC.

(Signed) David D’Onofrio

SCHEDULE "A"
POCML FINANCIAL STATEMENTS

(See Attached)

POCML 3 INC.
(A Capital Pool Corporation)

Condensed Interim Financial Statements

(Unaudited - in Canadian Dollars)

For the Six Months Ended January 31, 2016

(with comparatives for the six months ended January 31, 2016)

Responsibility for Condensed Interim Financial Statements:

The accompanying unaudited condensed interim financial statements of POCML 3 Inc. ("POCML" or "the Corporation") as at and for the six months ended January 31, 2016 have been prepared by the Corporation's management. Recognizing that the Corporation is responsible for both the integrity and objectivity of the condensed interim financial statements, management is satisfied that these condensed interim financial statements have been fairly presented.

Auditors' involvement:

The external auditors of the Corporation have not audited or performed review procedures applicable to auditor review of condensed interim financial statements as at and for the six months ended January 31, 2016 nor have they conducted any procedures with respect to the notes herein.

POCML 3 INC.

(a Capital Pool Corporation)

Condensed Interim Statement of Financial Position

(Unaudited in Canadian Dollars)

As at January 31, 2016 and July 31, 2015

	January 31, 2016	July 31, 2015 (Audited)
Assets		
Current		
Cash and cash equivalents	\$ 576,684	\$ 580,965
Amounts receivable	9,673	7,888
	\$ 586,357	\$ 588,853
Liabilities		
Current		
Accounts payable and accruals	\$ 12,619	\$ 3,206
Shareholders' Equity		
Share capital (note 3)	628,415	628,415
Contributed Surplus (note 3)	90,613	90,613
Deficit	(145,290)	(133,381)
	573,738	585,647
	\$ 586,357	\$ 588,853

Approved by the Board

David D'Onofrio
Director (Signed)

Conan McIntyre
Director (Signed)

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

POCML 3 INC.

(a Capital Pool Corporation)

Condensed Interim Statement of Loss and Comprehensive Loss

(Unaudited in Canadian Dollars)

For the Six Months Ended January 31, 2016 and January 31, 2015

	Three months ended Jan 31, 2016	Six months ended Jan 31, 2016	Three months ended Jan 31, 2015	Six month ended Jan 31, 2015
Expenses				
Interest income	\$ (1,083)	\$ (2,416)	\$ -	\$ -
Operating, general and administrative	3,437	4,272	11,738	26,111
Professional fees	6,850	10,053	14,685	14,658
Stock-based compensation	-	-	78,028	78,028
Net loss and comprehensive loss	\$ 9,204	\$ 11,909	\$ 104,451	\$ 118,824
Net loss per common share				
Basic and Diluted	\$ (0.00)	\$ (0.00)	\$ (0.02)	\$ (0.02)
Weighted Average number of common				
Shares outstanding Basic and Diluted	2,000,000	2,000,000	351,648	174,863

POCML 3 INC.

(a Capital Pool Corporation)

Condensed Interim Statement of Changes in Equity

(Unaudited in Canadian Dollars)

For the Six Months Ended January 31, 2016

	Number of Shares	Share Capital	Contributed Surplus	Deficit	Total Equity
Balance, July 31, 2014	5,000,000	\$ 375,000	\$ -	\$ -	\$ 375,000
Net loss				(118,824)	(118,824)
Public Issue of Share	2,000,000	300,000			300,000
Stock Options issued to directors			78,028		78,028
Stock options issued to agents			12,585		12,585
Share Issuance cost		(46,585)			\$ (46,585)
Balance, January 31, 2015	7,000,000	\$ 628,415	\$ 90,613	\$ (118,824)	\$600,204
Net loss				(14,557)	(14,557)
Balance, July 31, 2015	7,000,000	\$ 628,415	\$ 90,613	\$(133,381)	\$ 585,647
Net loss	-	-	-	(11,909)	(11,909)
Balance, January 31, 2016	7,000,000	\$ 628,415	\$ 90,613	\$(145,290)	\$ 575,540

POCML 3 INC.

(a Capital Pool Corporation)

Condensed Interim Statement of Cash Flows

(Unaudited in Canadian Dollars)

For the Six Months Ended January 31, 2016 and January 31, 2015

	Six months ended Jan 31, 2016	Six months ended Jan 31, 2015
Cash provided by (used in)		
Operations		
Net Loss	\$ (11,909)	\$ (118,824)
Items not affecting cash:		
Share-based compensation expense	-	78,028
	(11,909)	(40,796)
Changes in non-cash working capital items:		
Accounts receivable	(1,785)	(6,555)
Accounts payable and accrued liabilities	9,413	1,960
	(4,281)	(45,391)
Financing		
Proceeds from public issue, net of share issuance costs	-	266,000
Proceeds from Founder's Shares	-	-
Cash and cash equivalents, beginning of period	\$ 580,965	\$ 375,000
Cash and cash equivalents, end of period	\$ 576,684	\$ 595,609

POCML 3 INC.

Notes to Condensed Interim Financial Statements
(a Capital Pool Corporation)
(Unaudited in Canadian Dollars)
For the Six Months January 31, 2016 and January 31, 2015

1. INCORPORATION AND NATURE OF BUSINESS

The Corporation was incorporated under the Ontario Business Corporation Act on April 30, 2014 and is classified as a Capital Pool Corporation as defined in the Policy 2.4 of the TSX Venture Exchange (the "Exchange"). The Corporation's continuing operations, as intended, are dependent on its ability to secure equity financing with which it intends to identify and evaluate potential acquisitions of businesses, and once identified and evaluated, to negotiate an acquisition thereof or participation therein subject to receipt of regulatory and, if required, shareholders' approval.

The Corporation's continuing operations as intended are dependent upon its ability to identify, evaluate and negotiate an acquisition or business, or an interest therein. Such an acquisition will be subject to the approval of the regulatory authorities concerned and, in the case of a non-arm's-length transaction, of the majority of the minority shareholders.

The head office and the registered head office of the Corporation is located at 130 King Street West, Suite 2210, Toronto, Ontario M5X 1E4.

On March 31, 2016 the Board of Directors approved the condensed interim financial statements for the six months ended January 31, 2016.

2. SIGNIFICANT ACCOUNTING POLICIES

Statement of Compliance

These interim condensed financial statements are unaudited and have been prepared in accordance with International Accounting Standards ("IAS") 34, Interim Financial Reporting, as issued by the International Accounting Standards Board ("IASB").

These interim financial statements do not include all the disclosures required by International Financial Reporting Standards ("IFRS") for annual financial statements and accordingly should be read in conjunction with the Company's audited financial statements for the year ended July 31, 2015, prepared in accordance with IFRS as issued by the IASB.

Basis of presentation

The condensed interim financial statements are presented in Canadian dollars ("CAD"), which is the Corporation's functional and presentation currency. The condensed interim financial statements are prepared on a historical cost basis except for certain financial instruments classified as fair value through profit or loss ("FVPTL"), which are stated at their fair value. The accounting policies have been applied consistently throughout the entire period presented in these condensed interim financial statements.

POCML 3 INC.

Notes to Condensed Interim Financial Statements
(a Capital Pool Corporation)
(Unaudited in Canadian Dollars)
For the Six Months January 31, 2016 and January 31, 2015

2. SIGNIFICANT ACCOUNTING POLICIES (continued)

Financial Instruments

All financial instruments are recorded initially at fair value. In subsequent periods, all financial instruments are measured based on the classification adopted for the financial instrument: held to maturity, loans and receivables, fair value through profit or loss ("FVTPL"), available for sale, FVTPL liabilities or other liabilities.

FVTPL assets and liabilities are subsequently measured at fair value with the change in the fair value recognized in net income (loss) during the period.

Held to maturity assets, loans and receivables, and other liabilities are subsequently measured at amortized cost using the effective interest rate method.

Available for sale assets are subsequently measured at fair value with the changes in fair value recorded in other comprehensive income (loss), except for equity instruments without a quoted market price in an active market and whose fair value cannot be reliably measured, which are measured at cost.

The Corporation has classified its financial instruments as follows:

<i>Financial Instrument</i>	<i>Classification</i>
Cash and cash equivalents	FVTPL
Amounts Receivable	Loans and Receivables
Share Subscription Receivable	Loans and Receivables
Accounts Payable and Accruals	Other Financial Liabilities

The Corporation's financial instruments measured at fair value on the statements of financial position consist of cash. Cash is measured at level 1 of the fair value hierarchy. There are three levels of the fair value hierarchy as follows:

Level 1: Values based on unadjusted quoted prices in active markets that are accessible at the measurement date for identical assets or liabilities.

Level 2: Values based on quoted prices in markets that are not active or model inputs that are observable either directly or indirectly for substantially the full term of the asset or liability.

Level 3: Values based on prices or valuation techniques that require inputs that are both unobservable and significant to the overall fair value measurement.

POCML 3 INC.

Notes to Condensed Interim Financial Statements
(a Capital Pool Corporation)
(Unaudited in Canadian Dollars)
For the Six Months January 31, 2016 and January 31, 2015

SIGNIFICANT ACCOUNTING POLICIES (continued)

Stock-based Compensation

The Corporation accounts for all stock-based compensation awarded to directors and officers and non-employees using the fair value method. Under this method, cost is measured at the grant date at fair value using an option pricing model that takes into account the exercise price, the expected life of the option, the current price of the underlying stock, the expected volatility, the expected dividends and the risk-free interest rate for the expected term of the option. The compensation cost will be expensed in the statement of operations over the service period, that is the vesting period for directors and officers and over the performance period for awards provided to non-employees in exchange for goods and services.

Share offering

Share offering costs relate to expenditures incurred in connection with the Corporation's initial public share offering (note 3) and will be charged against share capital upon issuance of the shares or expensed if the offering is not completed.

Income taxes

Income tax expense consists of current and deferred tax expense. Current and deferred tax are recognized in profit or loss except to the extent that it relates to items recognized directly in equity or other comprehensive income.

Current tax is recognized and measured at the amount expected to be recovered from or payable to the taxation authorities based on the income tax rates enacted or substantively enacted at the end of the reporting period and includes any adjustment to taxes payable in respect of previous years.

Deferred tax is recognized on any temporary differences between the carrying amounts of assets and liabilities in the consolidated financial statements and the corresponding tax bases used in the computation of taxable earnings. Deferred tax assets and liabilities are measured at the tax rates that are expected to apply in the period when the asset is realized and the liability is settled. The effect of a change in the enacted or substantively enacted tax rates is recognized in net earnings and comprehensive income or in equity depending on the item to which the adjustment relates.

Deferred tax assets are recognized to the extent future recovery is probable. At each reporting period end, deferred tax assets are reduced to the extent that it is no longer probable that sufficient taxable earnings will be available to allow all or part of the asset to be recovered.

POCML 3 INC.

Notes to Condensed Interim Financial Statements
(a Capital Pool Corporation)
(Unaudited in Canadian Dollars)
For the Six Months January 31, 2016 and January 31, 2015

2. SIGNIFICANT ACCOUNTING POLICIES (continued)

Measurement uncertainty

The preparation of condensed interim financial statements in conformity with IFRS accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and the reported amounts of revenues and expenses during the period. Actual results could differ from those estimates used in the condensed interim financial statements.

Cash and cash equivalents

Cash and cash equivalents comprise of cash at banks and short term money market instruments with an original maturity of three months or less, which are readily convertible into a known amount of cash.

Earnings (loss) per common share

Basic earnings (loss) per common share is determined by dividing net profit (loss) attributable to common shareholders by the weighted average number of common shares outstanding during the period, excluding shares in escrow. Diluted loss per share reflects the potential dilution of common share equivalents, such as outstanding share options, warrants and contracts to be settled in shares, in the weighted average number of common shares outstanding during the period.

Future changes in accounting policies

The following standards have been issued but are not yet effective:

IFRS 9 Financial instruments

IFRS 9 was issued by the IASB in July 2014 and will replace IAS 39 "Financial Instruments: Recognition and Measurement" ("IAS 39"). IFRS 9 uses a single approach to determine whether a financial asset is measured at amortized cost or fair value, replacing the multiple rules in IAS 39. The approach in IFRS 9 focuses on how an entity manages its financial instruments in the context of its business model, as well as the contractual cash and cash equivalents flow characteristics of the financial assets. The new standard also requires a single impairment method to be used, replacing the multiple impairment methods currently provided in IAS 39. The effective date is for annual periods beginning on or after January 1, 2018. The Corporation has not yet determined the impact of this amendment on its condensed interim financial statements.

The Corporation is currently evaluating the impact of the above standard on its financial performance and condensed interim financial statement disclosures but expects that such impact will not be material.

POCML 3 INC.

Notes to Condensed Interim Financial Statements
(a Capital Pool Corporation)
(Unaudited in Canadian Dollars)
For the Six Months January 31, 2016 and January 31, 2015

3. SHARE CAPITAL

Authorized
Unlimited number of common shares
Unlimited number of special shares

Issued

	Number of Shares		Amount
Balance at April 30, 2014	-	\$	-
Issuance of founders' shares (i)	5,000,000	\$	375,000
Balance at July 31, 2014	5,000,000	\$	375,000
Public issue of share (ii)	2,000,000		300,000
Share issue costs (ii)	-		(46,585)
Balance, July 31, 2015 & January 31, 2016	7,000,000	\$	628,415

- (i) On July 11, 2014 the Corporation issued 5,000,000 common shares at \$0.075 per share for total proceeds of \$375,000.

The issued and outstanding common shares will be held in escrow pursuant to the requirements of the Exchange to be released as to 10% thereof on the completion of the Corporation's Qualifying Transaction, as defined in the policies of the Exchange, and as to 15% thereof on each of the 6th, 12th, 18th, 24th, 30th and 36th months following the initial release.

All common shares acquired on exercise of stock options granted to directors and officers prior to the completion of a Qualifying Transaction, must also be deposited in escrow until the final exchange bulletin is issued.

All common shares of the Corporation acquired in the secondary market prior to the completion of a Qualifying Transaction by a Control Person, as defined in the policies of the Exchange, are required to be deposited in escrow. Subject to certain permitted exemptions, all securities of the Corporation held by principals of the resulting issuer will also be escrowed.

- (ii) On January 15, 2015, the Corporation completed an initial public offering of 2,000,000 common shares at \$0.15 per share for gross proceeds of \$300,000 pursuant to a prospectus dated October 29, 2014. The Corporation paid cash commission and other expenses of \$34,000 and also issued 160,000 agent options to registered agent valued at \$12,585 for total share issuance cost of \$46,585. Each agent option entitles the holders to purchase the common shares at a price of \$0.15 per common share until January 15, 2017. The value of the agent options is based on the value of the equity instrument granted as the value of the service was not readily available.

POCML 3 INC.

Notes to Condensed Interim Financial Statements
(a Capital Pool Corporation)
(Unaudited in Canadian Dollars)
For the Six Months January 31, 2016 and January 31, 2015

4. STOCK OPTIONS

In connection with the closing of the initial public issue of 2,000,000 shares on January 15, 2015, the Corporation entered into incentive stock option agreements with certain officers and directors entitling them to purchase, in aggregate, 700,000 common shares of the Corporation at a price of \$0.15 per common share, exercisable for a period of 5 years from the date of grant. The stock options expire on January 15, 2020.

The options' fair value was determined using the Black-Scholes option pricing model. Expected volatilities are based on comparable corporation historical movement, and other factors. Assumptions used in the model were a risk-free rate of 1.02%, no dividend yield, an expected option life of five years, share price of \$0.15 and expected volatility of 100%. The cost relating to the incentive stock options plan is included in share-based compensation expense in the statement of comprehensive loss. The incentive stock options immediately vested 100% on the date of grant. Consequently, the Corporation recorded a charge of \$78,028 to share-based compensation expense during the year and a corresponding credit to contributed surplus.

POCML 3 INC.

Notes to Condensed Interim Financial Statements
(a Capital Pool Corporation)
(Unaudited in Canadian Dollars)
For the Six Months January 31, 2016 and January 31, 2015

4. STOCK OPTIONS (continued)

The Agent was also granted non-transferable agent options to purchase 160,000 common shares of the Corporation at a price of \$0.15 per common share, exercisable for a period of 24 months from January 15, 2015, the date of closing of the initial public issue of 2,000,000 shares. The options total value of \$12,585 was determined using the Black-Scholes option pricing model. Assumptions used in the model were a risk-free rate of 0.81%, no dividend yield, an expected option life of two years, share price of \$0.15 and expected volatility of 100%. The value of the options was charged to share capital as a cost of the initial public issue and a corresponding credit to contributed surplus.

There were no options issued/exercised for the period ended October 31, 2015.

Expiry Date	Outstanding At Oct 31, 2015	Exercise Price	Exercisable	Weighted Average Remaining Contractual Life (Years)
January 15, 2017	160,000	\$ 0.15	160,000	0.96
January 15, 2020	700,000	\$ 0.15	700,000 ⁽ⁱ⁾	3.96
	860,000	\$ 0.15	860,000	3.40

(i) These options are exercisable only upon completion of the Corporation's Qualifying Transaction unless the optionee agrees to deposit the shares acquired into escrow.

Contributed Surplus

Balance, July 31, 2014	\$ -
Stock based compensation	78,028
Agent options	12,585
Balance, July 31, 2015 & January 31, 2016	\$ 90,613

POCML 3 INC.

Notes to Condensed Interim Financial Statements
(a Capital Pool Corporation)
(Unaudited in Canadian Dollars)
For the Six Months January 31, 2016 and January 31, 2015

5. CONTINGENCY

There is no assurance that the Corporation will identify a business or asset that warrants acquisition or participation within the time limitations permissible under the policies of the Exchange, at which time the Exchange may suspend or de-list the Corporation's shares from trading.

6. FINANCIAL RISK MANAGEMENT OBJECTIVE AND POLICIES

Capital management

The Corporation's objective when managing capital is to maintain its ability to continue as a going concern in order to provide returns for shareholders and benefits for other stakeholders.

The Corporation includes equity, comprised of issued common shares, in the definition of capital.

The Corporation's primary objective with respect to its capital management is to ensure that it has sufficient cash resources to fund the identification and evaluation of potential acquisitions. To secure the additional capital necessary to pursue these plans, the Corporation may attempt to raise additional funds through the issuance of equity or by securing strategic partners.

The proceeds raised from the issuance of common shares may only be used to identify and evaluate assets or businesses for future investment, with the exception that not more than the lesser of 30% of the gross proceeds from the issuance of shares or \$210,000 may be used to cover prescribed costs of issuing the common shares or administrative and general expenses of the Corporation. These restrictions apply until completion of a Qualifying Transaction by the Corporation as defined under the Exchange policy 2.4.

Risk disclosures and fair values

The Corporation's financial instruments, consisting of cash, amounts receivable, share subscription receivable, and accounts payable and accrued liabilities approximate fair value due to the relatively short term maturities of the instrument. It is management's opinion that the Corporation is not exposed to significant interest, currency or credit risks arising from these financial instruments.

7. RELATED PARTY TRANSACTIONS

Related parties included the Board of Directors, close family members and enterprises which are controlled by these individuals as well as persons performing similar functions.

During the year ended July 31, 2015, 700,000 stock options were granted to directors which were valued at \$78,028. There was no further compensation to key management personnel for the six months ended January 31, 2016.

POCML 3 INC.

Notes to Condensed Interim Financial Statements
(a Capital Pool Corporation)
(Unaudited in Canadian Dollars)
For the Six Months January 31, 2016 and January 31, 2015

8. LOSS PER SHARE

The basic and fully diluted loss per share has been calculated using the weighted average number of common shares outstanding for six months ended January 31, 2016 and October, 2014 of 2,000,000 and nil respectively. 5,000,000 common shares were excluded from the calculation as they were contingently issuable and all conditions necessary for their issuance have not been satisfied (note 3).

9. SUBSEQUENT EVENT

POCML 3 Inc. has entered into a binding letter agreement with Neo Lithium Corp. which outlines the general terms and conditions of a proposed transaction pursuant to which POCML 3 will enter into a business combination with Neo Lithium. The LOI was negotiated at arm's length and is effective as of March 4, 2016.

Neo Lithium is a company governed by the laws of the province of Ontario, and holds mineral and surface rights over a lithium salar and brine lake complex in Argentina.

The transaction terms outlined in the LOI are binding on the parties, and the LOI is expected to be superseded by a definitive agreement to be signed between the parties. The transaction is subject to regulatory approval, including the approval of the TSX-V, and standard closing conditions, including completion of due diligence investigations to the satisfaction of each of POCML 3 and Neo Lithium, as well as the conditions described below. The legal structure for the transaction will be determined after the parties have considered all applicable tax, corporate and securities law, and accounting efficiencies, but is currently anticipated to be structured as an amalgamation of POCML 3 and Neo Lithium.

Prior to completion of the transaction, POCML 3 proposes to effect a consolidation of the issued and outstanding POCML 3 shares on the basis of 0.91 of one new POCML 3 share for every one old POCML 3 share issued and outstanding. At the time of closing of the transaction, it is anticipated that Neo Lithium will have approximately 27 million common shares and no convertible securities outstanding.

POCML 3 INC.

Notes to Condensed Interim Financial Statements
(a Capital Pool Corporation)
(Unaudited in Canadian Dollars)
For the Six Months January 31, 2016 and January 31, 2015

9. SUBSEQUENT EVENT (continued)

Concurrent financing

In connection with the completion of the transaction, Neo Lithium has also entered into an arrangement to complete a private placement of a minimum of 12,000,000 subscription receipts of POCML 3 ("Subscription Receipts") at a price of \$0.35 per Subscription Receipt to raise aggregate gross minimum proceeds of \$4,200,000 and up to approximately \$7,000,000 (the "Financing"). Completion of the Financing is a condition of the completion of the Transaction. Each Subscription Receipt will automatically convert on the satisfaction or waiver of all conditions precedent to the Transaction and certain other ancillary conditions (the "Release Conditions") into POCML Post-Consolidation Shares without any further consideration on the part of the purchaser immediately prior to effecting the Transaction.

The gross proceeds from the Financing will be held in escrow pending the satisfaction of the Release Conditions, whereupon the POCML Post-Consolidation Shares underlying the Subscription Receipts will be issued to the purchasers and the gross proceeds of the Financing will be paid to POCML 3. In the event the Transaction does not occur by a scheduled deadline to be determined, the gross proceeds of the Financing shall be returned to the purchasers pro rata without any deduction or interest and the Subscription Receipts shall be automatically cancelled.

It is intended that the proceeds raised pursuant to the Financing will be used for further exploration and technical work in respect of Neo Lithium's project and for general corporate purposes. The Financing is anticipated to close on or about March 31, 2016.

Prior to the completion of the Transaction, POCML 3 shall call a meeting of its shareholders for the purpose of approving, among other matters, (i) the Consolidation; (ii) a change of name of POCML 3 to complement the business of the Resulting Issuer; (iii) election of the board of directors of POCML 3; and (iv) if required, the approval of the Transaction. Upon closing of the Transaction, the board of the Resulting Issuer shall be reconstituted to be comprised of five members nominated by Neo Lithium in a manner that complies with the requirements of the TSXV and applicable securities laws.

Other Conditions to Transaction

Completion of the Transaction is subject to a number of conditions, including, but not limited to, TSXV acceptance and, if applicable, majority of the minority shareholder approval. Where applicable, the Transaction cannot close until the required shareholder approval is obtained. There can be no assurance that the Transaction will be completed as proposed, or at all.

POCML 3 INC.
(A Capital Pool Corporation)

Financial Statements

(in Canadian Dollars)

For the Year Ended July 31, 2015

(with comparatives for the period from date
of incorporation (April 30, 2014) to July 31, 2014)

INDEPENDENT AUDITORS' REPORT

To the Shareholders of POCML 3 Inc. (A Capital Pool Corporation)

We have audited the accompanying financial statements of POCML 3 Inc., which comprise the statement of financial position as at July 31, 2015, and the statements of loss and comprehensive loss, changes in equity and cash flows for the year ended July 31, 2015 and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with International Financial Reporting Standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal controls relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal controls. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements present fairly, in all material respects, the financial position of POCML 3 Inc. as at July 31, 2015, and its financial performance and its cash flows for the periods then ended in accordance with International Financial Reporting Standards.

Other Matters

The consolidated financial statements of POCML 3 Inc. as at July 31, 2014 and for the period then ended, were audited by another auditor who expressed an unmodified opinion on those statements dated August 6, 2014

November 30, 2015
Toronto, Ontario



Chartered Professional Accountants
Licensed Public Accountants

POCML 3 INC.

(a Capital Pool Corporation)

Statement of Financial Position

(in Canadian Dollars)

As at July 31, 2015 and July 31, 2014

	2015	2014
Assets		
Current		
Cash and cash equivalents	\$ 580,965	\$ -
Share subscription receivable	-	375,000
Amounts receivable	7,888	-
	\$ 588,853	\$ 375,000
Liabilities		
Current		
Accounts payable and accruals	\$ 3,206	\$ -
Shareholders' Equity		
Share capital (note 3)	628,415	375,000
Contributed Surplus (note 3)	90,613	-
Deficit	(133,381)	-
	585,647	375,000
	\$ 588,853	\$ 375,000

Approved by the Board

David D'Onofrio
Director (Signed)

Conan McIntyre
Director (Signed)

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

POCML 3 INC.

(a Capital Pool Corporation)

Statement of Loss and Comprehensive Loss

(in Canadian Dollars)

For the Year Ended July 31, 2015 and the period from date of incorporation (April 30, 2014 to July 31, 2014)

	2015	2014
Expenses		
Interest income	\$ (1,209)	\$ -
Operating, general and administrative	28,752	-
Professional fees	27,810	-
Stock-based compensation	78,028	-
Net loss and comprehensive loss	\$ 133,381	\$ -
Net loss per common share		
Basic and Diluted	\$ (0.12)	\$ (0.00)
Weighted Average number of common		
Shares outstanding Basic and Diluted	1,079,452	-

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

POCML 3 INC.

(a Capital Pool Corporation)

Statement of Changes in Equity

(in Canadian Dollars)

For the Year Ended July 31, 2015 and the period from date of incorporation (April 30, 2014 to July 31, 2014)

	Number of Shares	Share Capital	Contributed Surplus	Deficit	Total Equity
Balance, April 30, 2014 (date of incorporation)	-	\$ -	\$ -	\$ -	\$ -
Shares issued for cash – founders' shares	5,000,000	375,000	-	-	375,000
Balance, July 31, 2014	5,000,000	\$ 375,000	\$ -	\$ -	\$ 375,000
Net loss	-	-	-	(133,381)	(133,381)
Public Issue of shares	2,000,000	300,000	-	-	300,000
Stock options issued to directors and officers	-	-	78,028	-	78,028
Stock options issued to agents	-	-	12,585	-	12,585
Share Issuance costs	-	(46,585)	-	-	(\$46,585)
Balance, July 31, 2015	7,000,000	\$ 628,415	\$ 90,613	\$(133,381)	\$ 585,647

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

POCML 3 INC.

(a Capital Pool Corporation)

Statement of Cash Flows

(in Canadian Dollars)

For the Year Ended July 31, 2015 and the period from date of incorporation (April 30, 2014 to July 31, 2014)

	2015	2014
Cash provided by (used in)		
Operations		
Net Loss	\$ (133,381)	\$ -
Items not affecting cash:		
Share-based compensation expense	78,028	-
	(55,353)	
Changes in non-cash working capital items:		
Accounts receivable	(7,888)	-
Accounts payable and accrued liabilities	3,206	-
	(60,035)	-
Financing		
Proceeds from public issue, net of share issuance costs	266,000	-
Proceeds from Founder's Shares	375,000	
	641,000	
Cash and cash equivalents, end of year	\$ 580,965	\$ -

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

POCML 3 INC.

Notes to Financial Statements

(a Capital Pool Corporation)

(in Canadian Dollars)

For the Year Ended July 31, 2015 and the period from date of incorporation (April 30, 2014 to July 31, 2014)

1. INCORPORATION AND NATURE OF BUSINESS

The Corporation was incorporated under the Ontario Business Corporation Act on April 30, 2014 and is classified as a Capital Pool Corporation as defined in the Policy 2.4 of the TSX Venture Exchange (the "Exchange"). The Corporation's continuing operations, as intended, are dependent on its ability to secure equity financing with which it intends to identify and evaluate potential acquisitions of businesses, and once identified and evaluated, to negotiate an acquisition thereof or participation therein subject to receipt of regulatory and, if required, shareholders' approval.

The Corporation's continuing operations as intended are dependent upon its ability to identify, evaluate and negotiate an acquisition or business, or an interest therein. Such an acquisition will be subject to the approval of the regulatory authorities concerned and, in the case of a non-arm's-length transaction, of the majority of the minority shareholders.

The head office and the registered head office of the Corporation is located at 130 King Street West, Suite 2210, Toronto, Ontario M5X 1E4.

On November 30, 2015, the Board of Directors approved the financial statements for year ended July 31, 2015.

2. SIGNIFICANT ACCOUNTING POLICIES

Statement of Compliance

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

Basis of presentation

The financial statements are presented in Canadian dollars ("CAD"), which is the Corporation's functional and presentation currency. The financial statements are prepared on a historical cost basis except for certain financial instruments classified as fair value through profit or loss ("FVPTL"), which are stated at their fair value. The accounting policies have been applied consistently throughout the entire period presented in these financial statements.

Financial Instruments

All financial instruments are recorded initially at fair value. In subsequent periods, all financial instruments are measured based on the classification adopted for the financial instrument: held to maturity, loans and receivables, fair value through profit or loss ("FVTPL"), available for sale, FVTPL liabilities or other liabilities.

FVTPL assets and liabilities are subsequently measured at fair value with the change in the fair value recognized in net income (loss) during the period.

Held to maturity assets, loans and receivables, and other liabilities are subsequently measured at amortized cost using the effective interest rate method.

POCML 3 INC.

Notes to Financial Statements

(a Capital Pool Corporation)

(in Canadian Dollars)

For the Year Ended July 31, 2015 and the period from date of incorporation (April 30, 2014 to July 31, 2014)

2. SIGNIFICANT ACCOUNTING POLICIES (continued)

Financial Instruments (continued)

Available for sale assets are subsequently measured at fair value with the changes in fair value recorded in other comprehensive income (loss), except for equity instruments without a quoted market price in an active market and whose fair value cannot be reliably measured, which are measured at cost.

The Corporation has classified its financial instruments as follows:

<i>Financial Instrument</i>	<i>Classification</i>
Cash and cash equivalents	FVTPL
Amounts Receivable	Loans and Receivables
Share Subscription Receivable	Loans and Receivables
Accounts Payable and Accruals	Other Financial Liabilities

The Corporation's financial instruments measured at fair value on the statements of financial position consist of cash, amounts receivable and accrued liabilities. Cash is measured at level 1 of the fair value hierarchy. There are three levels of the fair value hierarchy as follows:

Level 1: Values based on unadjusted quoted prices in active markets that are accessible at the measurement date for identical assets or liabilities.

Level 2: Values based on quoted prices in markets that are not active or model inputs that are observable either directly or indirectly for substantially the full term of the asset or liability.

Level 3: Values based on prices or valuation techniques that require inputs that are both unobservable and significant to the overall fair value measurement.

Stock-based Compensation

The Corporation accounts for all stock-based compensation awarded to directors and officers and non-employees using the fair value method. Under this method, cost is measured at the grant date at fair value using an option pricing model that takes into account the exercise price, the expected life of the option, the current price of the underlying stock, the expected volatility, the expected dividends and the risk-free interest rate for the expected term of the option. The compensation cost will be expensed in the statement of operations over the service period, that is the vesting period for directors and officers and over the performance period for awards provided to non-employees in exchange for goods and services.

POCML 3 INC.

Notes to Financial Statements

(a Capital Pool Corporation)

(in Canadian Dollars)

For the Year Ended July 31, 2015 and the period from date of incorporation (April 30, 2014 to July 31, 2014)

2. SIGNIFICANT ACCOUNTING POLICIES (continued)

Share offering

Share offering costs relate to expenditures incurred in connection with the Corporation's initial public share offering (note 3) and will be charged against share capital upon issuance of the shares or expensed if the offering is not completed.

Income taxes

Income tax expense consists of current and deferred tax expense. Current and deferred tax are recognized in profit or loss except to the extent that it relates to items recognized directly in equity or other comprehensive income.

Current tax is recognized and measured at the amount expected to be recovered from or payable to the taxation authorities based on the income tax rates enacted or substantively enacted at the end of the reporting period and includes any adjustment to taxes payable in respect of previous years.

Deferred tax is recognized on any temporary differences between the carrying amounts of assets and liabilities in the consolidated financial statements and the corresponding tax bases used in the computation of taxable earnings. Deferred tax assets and liabilities are measured at the tax rates that are expected to apply in the period when the asset is realized and the liability is settled. The effect of a change in the enacted or substantively enacted tax rates is recognized in net earnings and comprehensive income or in equity depending on the item to which the adjustment relates.

Deferred tax assets are recognized to the extent future recovery is probable. At each reporting period end, deferred tax assets are reduced to the extent that it is no longer probable that sufficient taxable earnings will be available to allow all or part of the asset to be recovered.

Measurement uncertainty

The preparation of financial statements in conformity with IFRS accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and the reported amounts of revenues and expenses during the period. Actual results could differ from those estimates used in the financial statements.

Cash and cash equivalents

Cash and cash equivalents comprise of cash at banks and short term money market instruments with an original maturity of three months or less, which are readily convertible into a known amount of cash.

POCML 3 INC.

Notes to Financial Statements

(a Capital Pool Corporation)

(in Canadian Dollars)

For the Year Ended July 31, 2015 and the period from date of incorporation (April 30, 2014 to July 31, 2014)

2. SIGNIFICANT ACCOUNTING POLICIES (continued)

Earnings (loss) per common share

Basic earnings (loss) per common share is determined by dividing net profit (loss) attributable to common shareholders by the weighted average number of common shares outstanding during the period, excluding shares in escrow. Diluted earnings (loss) per common share is calculated in accordance with the treasury stock method and is based on the weighted average number of common shares and dilutive common share equivalents outstanding.

Future changes in accounting policies

The following standards have been issued but are not yet effective:

IFRS 9 Financial instruments

IFRS 9 was issued by the IASB in October 2010 and will replace IAS 39 "Financial Instruments: Recognition and Measurement" ("IAS 39"). IFRS 9 uses a single approach to determine whether a financial asset is measured at amortized cost or fair value, replacing the multiple rules in IAS 39. The approach in IFRS 9 focuses on how an entity manages its financial instruments in the context of its business model, as well as the contractual cash and cash equivalents flow characteristics of the financial assets. The new standard also requires a single impairment method to be used, replacing the multiple impairment methods currently provided in IAS 39. The effective date is for annual periods beginning on or after January 1, 2018. The Corporation has not yet determined the impact of this amendment on its financial statements.

The Corporation is currently evaluating the impact of the above standard on its financial performance and financial statement disclosures but expects that such impact will not be material.

3. SHARE CAPITAL

Authorized

Unlimited number of common shares

Unlimited number of special shares

Issued

	Number of Shares		Amount
Balance at April 30, 2014	-	\$	-
Issuance of founders' shares (i)	5,000,000	\$	375,000
Balance at July 31, 2014	5,000,000	\$	375,000
Public issue of share (ii)	2,000,000		300,000
Share issue costs (ii)	-		(46,585)
Balance, July 31, 2015	7,000,000	\$	628,415

POCML 3 INC.

Notes to Financial Statements

(a Capital Pool Corporation)

(in Canadian Dollars)

For the Year Ended July 31, 2015 and the period from date of incorporation (April 30, 2014 to July 31, 2014)

3. SHARE CAPITAL (continued)

- (i) On July 11, 2014 the Corporation issued 5,000,000 common shares at \$0.075 per share for total proceeds of \$375,000.

The issued and outstanding common shares will be held in escrow pursuant to the requirements of the Exchange to be released as to 10% thereof on the completion of the Corporation's Qualifying Transaction, as defined in the policies of the Exchange, and as to 15% thereof on each of the 6th, 12th, 18th, 24th, 30th and 36th months following the initial release.

All common shares acquired on exercise of stock options granted to directors and officers prior to the completion of a Qualifying Transaction, must also be deposited in escrow until the final exchange bulletin is issued.

All common shares of the Corporation acquired in the secondary market prior to the completion of a Qualifying Transaction by a Control Person, as defined in the policies of the Exchange, are required to be deposited in escrow. Subject to certain permitted exemptions, all securities of the Corporation held by principals of the resulting issuer will also be escrowed.

- (ii) On January 15, 2015, the Corporation completed an initial public offering of 2,000,000 common shares at \$0.15 per share for gross proceeds of \$300,000 pursuant to a prospectus dated October 29, 2014. The Corporation paid cash commission and other expenses of \$34,000 and also issued 160,000 agent options to registered agent valued at \$12,585 for total share issuance cost of \$46,585. Each agent option entitles the holders to purchase the common shares at a price of \$0.15 per common share until January 15, 2017. The value of the agent options is based on the value of the equity instrument granted as the value of the service was not readily available.

4. STOCK OPTIONS

In connection with the closing of the initial public issue of 2,000,000 shares on January 15, 2015, the Corporation entered into incentive stock option agreements with certain officers and directors entitling them to purchase, in aggregate, 700,000 common shares of the Corporation at a price of \$0.15 per common share, exercisable for a period of 5 years from the date of grant. The stock options expire on January 15, 2020.

The options' fair value was determined using the Black-Scholes option pricing model. Expected volatilities are based on comparable corporation historical movement, and other factors. Assumptions used in the model were a risk-free rate of 1.02%, no dividend yield, an expected option life of five years, share price of \$0.15 and expected volatility of 100%. The cost relating to the incentive stock options plan is included in share-based compensation expense in the statement of comprehensive loss. The incentive stock options immediately vested 100% on the date of grant. Consequently, the Corporation recorded a charge of \$78,028 to share-based compensation expense during the year and a corresponding credit to contributed surplus.

POCML 3 INC.

Notes to Financial Statements

(a Capital Pool Corporation)

(in Canadian Dollars)

For the Year Ended July 31, 2015 and the period from date of incorporation (April 30, 2014 to July 31, 2014)

4. STOCK OPTIONS (continued)

The Agent was also granted non-transferable agent options to purchase 160,000 common shares of the Corporation at a price of \$0.15 per common share, exercisable for a period of 24 months from January 15, 2015, the date of closing of the initial public issue of 2,000,000 shares. The options total value of \$12,585 was determined using the Black-Scholes option pricing model. Assumptions used in the model were a risk-free rate of 0.81%, no dividend yield, an expected option life of two years, share price of \$0.15 and expected volatility of 100%. The value of the options was charged to share capital as a cost of the initial public issue and a corresponding credit to contributed surplus.

There were no options issued/exercised for the period ended July 31, 2014.

Expiry Date	Outstanding At July 31, 2015	Exercise Price	Exercisable	Weighted Average Remaining Contractual Life (Years)
January 15, 2017	160,000	\$ 0.15	160,000	1.46
January 15, 2020	700,000	\$ 0.15	700,000 ⁽ⁱ⁾	4.46
	860,000	\$ 0.15	860,000	3.90

(i) These options are exercisable only upon completion of the Corporation's Qualifying Transaction unless the optionee agrees to deposit the shares acquired into escrow.

Contributed Surplus

Balance, July 31, 2014	\$ -
Stock based compensation	78,028
Agent options	12,585
Balance, July 31, 2015	\$ 90,613

POCML 3 INC.

Notes to Financial Statements
(a Capital Pool Corporation)
(in Canadian Dollars)

For the Year Ended July 31, 2015 and the period from date of incorporation (April 30, 2014 to July 31, 2014)

5. INCOME TAXES

The reconciliation of the combined Canadian federal and provincial statutory income tax rate of 26.5% to the effective tax rates is as follows:

		2015
Net Loss before recovery of income taxes	\$	(133,381)
Expected income tax recovery	\$	(35,346)
Non-deductible expenses		20,677
Issue costs		(9,010)
Change in tax benefits not recognized		23,679
Income tax (recovery) expense	\$	-

Unrecognized deferred tax assets

Deferred taxes are provided as a result of temporary differences that arise due to the differences between the income tax values and the carrying amount of assets and liabilities. Deferred tax assets have not been recognized in respect of the following deductible temporary differences:

The Corporation's Canadian non-capital income tax losses of \$62,153 (\$Nil - 2014) expire in 2035.

Share issue and financing costs of \$27,200 (\$Nil - 2014) will be fully amortized in 2019.

Deferred tax assets have not been recognized in respect of these items because it is not probable that future taxable profit will be available against which the Corporation can utilize the benefits therefrom.

6. CONTINGENCY

There is no assurance that the Corporation will identify a business or asset that warrants acquisition or participation within the time limitations permissible under the policies of the Exchange, at which time the Exchange may suspend or de-list the Corporation's shares from trading.

POCML 3 INC.

Notes to Financial Statements

(a Capital Pool Corporation)

(in Canadian Dollars)

For the Year Ended July 31, 2015 and the period from date of incorporation (April 30, 2014 to July 31, 2014)

7. FINANCIAL RISK MANAGEMENT OBJECTIVE AND POLICIES

Capital management

The Corporation's objective when managing capital is to maintain its ability to continue as a going concern in order to provide returns for shareholders and benefits for other stakeholders.

The Corporation includes equity, comprised of issued common shares, in the definition of capital.

The Corporation's primary objective with respect to its capital management is to ensure that it has sufficient cash resources to fund the identification and evaluation of potential acquisitions. To secure the additional capital necessary to pursue these plans, the Corporation may attempt to raise additional funds through the issuance of equity or by securing strategic partners.

The proceeds raised from the issuance of common shares may only be used to identify and evaluate assets or businesses for future investment, with the exception that not more than the lesser of 30% of the gross proceeds from the issuance of shares or \$210,000 may be used to cover prescribed costs of issuing the common shares or administrative and general expenses of the Corporation. These restrictions apply until completion of a Qualifying Transaction by the Corporation as defined under the Exchange policy 2.4.

Risk disclosures and fair values

The Corporation's financial instruments, consisting of cash, amounts receivable, share subscription receivable, and accounts payable and accrued liabilities approximate fair value due to the relatively short term maturities of the instrument. It is management's opinion that the Corporation is not exposed to significant interest, currency or credit risks arising from these financial instruments.

8. RELATED PARTY TRANSACTIONS

Related parties included the Board of Directors, close family members and enterprises which are controlled by these individuals as well as persons performing similar functions.

During the year ended July 31, 2015, 700,000 (2014 – Nil) stock options were granted to directors which were valued at \$78,028 (2014 - \$Nil), There was no further compensation to key management personnel.

9. LOSS PER SHARE

The basic and fully diluted loss per share has been calculated using the weighted average number of common shares outstanding for the year ended July 31, 2015 and period ending July 31, 2014 of 1,079,452 and nil respectively. 5,000,000 common shares were excluded from the calculation as they were contingently issuable and all conditions necessary for their issuance have not been satisfied (note 3).

Financial Statements of

POCML 3 INC.
(a Capital Pool Corporation)

For the Period from the Date of Incorporation (April 30, 2014) to July 31, 2014

INDEPENDENT AUDITORS' REPORT

To the Shareholders of POCML 3 INC.

We have audited the accompanying financial statements of POCML 3 INC., which comprise the statement of financial position as at July 31, 2014 and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with International Financial Reporting Standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audit in accordance with International Financial Reporting Standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements present fairly, in all material respects, the financial position of POCML 3 INC. as at July 31, 2014 in accordance with International Financial Reporting Standards.

Collins Barrow Toronto LLP

Collins Barrow Toronto LLP
Licensed Public Accountants
Chartered Accountants
August 6, 2014

POCML 3 INC.

Balance Sheet
(a Capital Pool Corporation)

As at July 31, 2014

Assets

Current:

Share subscription receivable	\$375,000
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	\$375,000
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Shareholders' Equity

Shareholders' Equity

Share capital (note 3)	\$375,000
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	\$375,000
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See accompanying notes to financial statements.

Approved on Behalf of the Board:

"David D'Onofrio" Director

"Conan McIntyre" Director

POCML 3 INC.

Notes to Financial Statements
(a Capital Pool Corporation)

For the Period from the Date of Incorporation (April 30, 2014) to July 31, 2014

1. Incorporation and nature of business:

The Corporation was incorporated under the Ontario Business Corporation Act on April 30, 2014 and is classified as a Capital Pool Corporation as defined in the Policy 2.4 of the TSX Venture Exchange (the "Exchange"). The Corporation's continuing operations, as intended, are dependent on its ability to secure equity financing with which it intends to identify and evaluate potential acquisitions of businesses, and once identified and evaluated, to negotiate an acquisition thereof or participation therein subject to receipt of regulatory and, if required, shareholders' approval.

The Corporation's continuing operations as intended are dependent upon its ability to identify, evaluate and negotiate an acquisition or business, or an interest therein. Such an acquisition will be subject to the approval of the regulatory authorities concerned and, in the case of a non-arm's-length transaction, of the majority of the minority shareholders. The statements of income and retained earnings have not been prepared since the Corporation has not started its business operations as of the date of the balance sheet.

The head office and the registered head office of the Corporation is located at 130 King Street West, Suite 2210, Toronto, Ontario M5X 1E4.

On August 6, 2014 the Board of Directors approved the financial statements for the period from Date of Incorporation (April 30, 2014) to July 31, 2014.

2. Significant accounting policies:

(a) Statement of Compliance:

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

(b) Statement of Changes in Equity:

The Statement of Changes in Equity has not been included in these financial statements as there was only one transaction during the period which was the issuance of capital stock as described in note 3.

(c) Statement of Operations and Comprehensive Income:

The Statement of Operations has not been included in these financial statements as there has been no operating activity for the period from the Date of Incorporation (April 30, 2014) to July 31, 2014.

Comprehensive income is the change in the Corporation's net assets that results from transactions, events and circumstances from sources other than the Corporation's shareholders and includes items that are not included in net profit such as unrealized gains or losses on available-for-sale investments and gains or losses on certain derivative instruments. To date there has not been any other comprehensive income (loss) and accordingly, a statement of comprehensive income (loss) has not been presented.

POCML 3 INC.

Notes to Financial Statements
(a Capital Pool Corporation)

For the Period from the Date of Incorporation (April 30, 2014) to July 31, 2014

2. Significant accounting policies (continued):

(d) Statement of Cash Flows:

The Statement of Cash Flows has not been included in these financial statements as there has been no cash transactions for the period from the Date of Incorporation (April 30, 2014) to July 31, 2014

(e) Financial Instruments:

All financial instruments are recorded initially at fair value. In subsequent periods, all financial instruments are measured based on the classification adopted for the financial instrument: held to maturity, loans and receivables, fair value through profit or loss ("FVTPL"), available for sale, FVTPL liabilities or other liabilities.

FVTPL assets and liabilities are subsequently measured at fair value with the change in the fair value recognized in net income (loss) during the period.

Held to maturity assets, loans and receivables, and other liabilities are subsequently measured at amortized cost using the effective interest rate method.

Available for sale assets are subsequently measured at fair value with the changes in fair value recorded in other comprehensive income (loss), except for equity instruments without a quoted market price in an active market and whose fair value cannot be reliably measured, which are measured at cost.

The Corporation has classified its financial instruments as follows:

Financial Instrument	Classification
Share subscriptions receivable	Loans and Receivable

The Corporation's financial instruments measured at fair value on the balance sheet consist of Share subscriptions receivable.

(f) Stock-based compensation:

The Corporation accounts for all stock-based compensation awarded to directors and officers and non-employees using the fair value method. Under this method, cost is measured at the grant date at fair value using an option pricing model that takes into account the exercise price, the expected life of the option, the current price of the underlying stock, the expected volatility, the expected dividends and the risk-free interest rate for the expected term of the option. The compensation cost will be expensed in the statement of operations over the service period, that is the vesting period for directors and officers and over the performance period for awards provided to non-employees in exchange for goods and services.

(g) Deferred financing costs:

Deferred financing costs relate to expenditures incurred in connection with the Corporation's initial public share offering (note 6) and will be charged against share capital upon issuance of the shares or expensed if the offering is not completed.

POCML 3 INC.

Notes to Financial Statements
(a Capital Pool Corporation)

For the Period from the Date of Incorporation (April 30, 2014) to July 31, 2014

2. Significant accounting policies (continued):

(h) Income taxes:

- (i) Current income tax assets and liabilities for the current periods are measured at the amount expected to be recovered from or paid to the taxation authorities. The tax rates and tax laws used to compute the amount are those that are enacted or substantively enacted by the end of the reporting period. Current tax assets and current tax liabilities are only offset if a legally enforceable right exists to set off the amounts, and the intention is to settle on a net basis, or to realize the asset and settle the liability simultaneously. Current income tax relating to items recognized directly in equity is recognized in equity and not in the statement of comprehensive income.

- (ii) Deferred income tax:

Deferred income tax is provided using the balance sheet method on temporary differences at the reporting date between the tax bases of assets and liabilities and their carrying amounts for financial reporting purposes. Deferred income tax liabilities are recognized for all taxable temporary differences and deferred income tax assets are recognized for all deductible temporary differences, carry forward of unused tax credits and unused tax losses. The Corporation creates a valuation allowance to the extent that it considers deductible temporary differences, the carry forward of unused tax credits and unused tax losses cannot be utilized.

- (i) Measurement uncertainty:

The preparation of financial statements in conformity with IFRS accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and the reported amounts of revenues and expenses during the period. Actual results could differ from those estimates used in the financial statements.

- (j) Foreign currency:

- (i) Functional currency:

The financial statement is presented in Canadian dollars, which is the Corporation's functional and presentation currency.

- (k) Future Changes in Accounting Policies:

The following standards have been issued but are not yet effective:

- IFRS 9 – Financial Instruments

The Corporation is currently evaluating the impact of the above standards on its financial performance and financial statement disclosures but expects that such impact will not be material. There are additional new standards that have not been discussed as they will not impact the Corporation.

POCML 3 INC.

Notes to Financial Statements
(a Capital Pool Corporation)

For the Period from the Date of Incorporation (April 30, 2014) to July 31, 2014

3. Share capital:

- (a) Authorized
 - Unlimited number of common shares
 - Unlimited number of special shares

- (b) Issued

5,000,000 common shares	\$375,000
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On July 11, 2014 the Corporation issued 5,000,000 common shares at \$0.075 per share for total proceeds of \$375,000.

The issued and outstanding common shares will be held in escrow pursuant to the requirements of the Exchange to be released as to 10% thereof on the completion of the Corporation's Qualifying Transaction, as defined in the policies of the Exchange, and as to 15% thereof on each of the 6th, 12th, 18th, 24th, 30th and 36th months following the initial release.

All common shares acquired on exercise of stock options granted to directors and officers prior to the completion of a Qualifying Transaction, must also be deposited in escrow until the final exchange bulletin is issued.

All common shares of the Corporation acquired in the secondary market prior to the completion of a Qualifying Transaction by a Control Person, as defined in the policies of the Exchange, are required to be deposited in escrow. Subject to certain permitted exemptions, all securities of the Corporation held by principals of the resulting issuer will also be escrowed.

4. Contingency:

There is no assurance that the Corporation will identify a business or asset that warrants acquisition or participation within the time limitations permissible under the policies of the Exchange, at which time the Exchange may suspend or de-list the Corporation's shares from trading.

5. Financial Risk Management Objectives and Policies:

- (a) Capital Management:

The Corporation's objective when managing capital is to maintain its ability to continue as a going concern in order to provide returns for shareholders and benefits for other stakeholders.

The Corporation includes equity, comprised of issued common shares, in the definition of capital.

POCML 3 INC.

Notes to Financial Statements
(a Capital Pool Corporation)

For the Period from the Date of Incorporation (April 30, 2014) to July 31, 2014

5. Financial Risk Management Objectives and Policies (continued):

(a) Capital Management (continued):

The Corporation's primary objective with respect to its capital management is to ensure that it has sufficient cash resources to fund the identification and evaluation of potential acquisitions. To secure the additional capital necessary to pursue these plans, the Corporation may attempt to raise additional funds through the issuance of equity or by securing strategic partners.

The proceeds raised from the issuance of common shares may only be used to identify and evaluate assets or businesses for future investment, with the exception that not more than the lesser of 30% of the gross proceeds from the issuance of shares or \$210,000 may be used to cover prescribed costs of issuing the common shares or administrative and general expenses of the Corporation. These restrictions apply until completion of a Qualifying Transaction by the Corporation as defined under the Exchange policy 2.4.

(b) Risk Disclosures and Fair Values:

The Corporation's financial instruments, consisting of share subscription receivable approximates fair value due to the relatively short term maturities of the instrument. It is management's opinion that the Corporation is not exposed to significant interest, currency or credit risks arising from these financial instruments.

6. Subsequent event:

(a) Filing of prospectus:

Pursuant to an agency agreement dated July 14, 2014, the Corporation has agreed to file a prospectus for the issuance of up to 2,000,000 common shares at \$0.15 per share for gross proceeds of \$300,000. The estimated expenses relating to the offering are \$89,000. The agent for the offering has agreed to use commercially reasonable efforts to secure subscriptions for these shares. The total subscription must be raised within 90 days of the date of the receipts for the final prospectus relating to the offering, otherwise all funds collected under subscription will be returned and the offering cancelled.

The proceeds raised from the issuance of share capital may only be used to identify and evaluate assets or businesses for future investment, with the exception that up to 30% of the gross proceeds or \$210,000 may be used to cover prescribed costs of issuing the common shares or administrative and general expenses of the Corporation. These restrictions apply until completion of a Qualifying Transaction by the Corporation as defined under the policies of The Exchange.

POCML 3 INC.

Notes to Financial Statements
(a Capital Pool Corporation)

For the Period from the Date of Incorporation (April 30, 2014) to July 31, 2014

6. Subsequent event (continued):

(a) Filing of prospectus (continued):

Under the agency agreement, the Corporation intends to grant to Dundee Capital Markets ("Dundee") the option to purchase up to 8% of the aggregate number of common shares sold pursuant to the Initial Public Offering at a price of \$0.15 per common share. This option will be available for exercise for a period of 24 months from the day the common shares of the Corporation are listed on the Exchange. In addition, the Corporation has agreed to pay a commission of 8% of the aggregate gross proceeds of the offering to Macquarie as compensation for acting as agent, being an amount equal to \$24,000. In addition, the Corporation will pay to the Agent a corporate finance fee of \$10,000 plus HST and reimbursement of legal fees and other expenses estimated to be approximately \$10,000.

(b) Director and officer's stock options:

The Corporation intends to grant an aggregate of 700,000 options to purchase common shares, exercisable at a price of \$0.15 per shares for five years from the date of grant, expected to be the date on which a receipt is used for the final prospectus. The granting of options is subject to regulatory approval.

SCHEDULE “B”
NEO LITHIUM FINANCIAL STATEMENTS

(See Attached)



NEO LITHIUM CORP.

CONSOLIDATED FINANCIAL STATEMENTS

APRIL 15, 2016

(IN CANADIAN DOLLARS)

Independent Auditors' Report

To the Shareholders of Neo Lithium Corp.:

We have audited the accompanying consolidated financial statements of Neo Lithium Corp., which comprise the consolidated statement of financial position as at April 15, 2016, and the consolidated statements of loss and comprehensive loss, changes in equity, and cash flows for the period from January 15, 2016, the date of incorporation, to April 15, 2016, and a summary of significant accounting policies and other explanatory notes.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with International Financial Reporting Standards, and for such internal control as management determines necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform an audit to obtain reasonable assurance whether the consolidated financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall consolidated financial statement presentation.

We believe that the audit evidence obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of Neo Lithium Corp. as at April 15, 2016, and its financial performance and its cash flows for the period from January 15, 2016, the date of incorporation, to April 15, 2016 in accordance with International Financial Reporting Standards.

MNP LLP

June 13, 2016
Toronto, Ontario

Chartered Professional Accountants
Licensed Public Accountants

MNP
LLP

NEO LITHIUM CORP.
CONSOLIDATED STATEMENT OF FINANCIAL POSITION
(in Canadian dollars)

As at	Notes	April 15, 2016 \$
ASSETS		
Current assets		
Cash and cash equivalents	5	\$ 622,491
Receivables	6	17,442
Prepaid expenses		1,909
Total current assets		641,842
Non-current assets		
Field and office equipment	7	1,485
Property rights and evaluation and exploration costs	8	838,059
Total non-current assets		839,544
Total assets		\$ 1,481,386
LIABILITIES AND EQUITY		
Current liabilities		
Accounts payable and accrued liabilities	9 12	\$ 432,955
Total liabilities		432,955
Equity		
Share capital	10	1,300,140
Warrants		-
Accumulated other comprehensive income		2,912
Deficit		(254,621)
Total equity		1,048,431
Total liabilities and equity		\$ 1,481,386

The accompanying condensed notes are an integral part of these interim consolidated financial statements

See accompanying notes

On behalf of the Board

(signed) "Constantine Karayanopoulos"

Constantine Karayanopoulos
Director

(signed) "Thomas Pladsen"

Thomas Pladsen
Director

NEO LITHIUM CORP.
CONSOLIDATED STATEMENT OF LOSS AND COMPREHENSIVE LOSS
(in Canadian dollars)

For the period January 15 to April 15	2016 \$
Expenses	
Net foreign exchange gains	8,533
Professional fees	(165,488)
Salaries, benefits and director fees	(48,107)
Marketing and promotion	(15,957)
Property investigation expense	(16,556)
Office and administrative	(8,906)
Travel	(8,454)
Interest income	314
	(254,621)
Net loss for the period	(254,621)
Other comprehensive income	
Foreign exchange difference on translating foreign operations	2,912
Total comprehensive loss for the period	\$ (251,709)
Net loss per share (basic and fully diluted)	\$ (0.02)
Weighted average number of shares outstanding	15,153,846

NEO LITHIUM CORP.
CONSOLIDATED STATEMENT OF CHANGES IN EQUITY
(in Canadian dollars)

	Notes	Number of shares outstanding	Share capital	Accumulated other comprehensive income (loss)	Deficit	Total
January 15, 2016		1	\$ 1	\$ -	\$ -	1
Cancellation of Original Share		(1)	(1)			(1)
Shares Issued	10	27,000,000	1,300,140	-	-	1,300,140
Other Comprehensive income				2,912		2,912
Net loss for the period					(254,621)	(254,621)
April 15, 2016		27,000,000	\$ 1,300,140	\$ 2,912	\$ (254,621)	\$ 1,048,431

The accompanying condensed notes are an integral part of these interim consolidated financial statements

NEO LITHIUM CORP.
CONSOLIDATED STATEMENT OF CASH FLOWS
(in Canadian dollars)

From January 15 to April 15,	Notes	2016 \$
Cash flows from operating activities		
Net loss		\$ (254,621)
Non-cash items		
Foreign exchange gain		11,445
		(243,176)
Changes in working capital		
Increase in accounts receivable	6	(17,442)
Increase in prepaid expenses		(1,909)
Increase in accounts payable and accrued liabilities	9	432,955
Net cash used in operating activities		170,428
Cash flows from investing activities		
Purchase of field and office equipment	7	(1,485)
Acquisition of property rights and evaluation and exploration costs	8	(838,059)
Net cash used in investing activities		(839,544)
Cash flows from financing activities		
Shares issued on private placement	10	1,300,140
Net cash provided by financing activities		1,300,140
Net decrease in cash and cash equivalents during the period		631,024
Effects of exchange rate changes on the balance of cash held in foreign currencies		(8,533)
Cash and cash equivalents at the beginning of the period		-
Cash and cash equivalents at the end of the period		\$ 622,491

The accompanying condensed notes are an integral part of these interim consolidated financial statements

1. NATURE OF OPERATIONS

Nature of operations

Neo Lithium Corp. ("NEO" or the "Company") was incorporated under the Canada Business Corporations Act on January 15, 2016. The Company operates in one industry segment; its principal business activities are the exploration and development of resource properties. The Company has a 100% owned subsidiary in Argentina known as Liex S.A. ("LIEX"). The principal head office of the Company is located at 333 Bay Street, Suite 2400, Toronto, Ontario M5H 2T6.

2. BASIS OF PREPARATION

Statement of Compliance

These consolidated financial statements have been prepared in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB"). The consolidated financial statements were approved by the Board of Directors of the Company on June 13, 2016.

Basis of Measurement

These consolidated financial statements have been prepared under the historical cost convention, except for certain financial instruments measured at fair value, as set out in the accounting policies in note 3. The preparation of financial statements in accordance with IFRS requires the use of certain critical accounting estimates. It also requires management to exercise its judgment in the process of applying the Company's accounting policies. The areas involving a higher degree of judgment or complexity, or areas where assumptions and estimates are significant to the financial statements, are disclosed in note 3.

3. SIGNIFICANT ACCOUNTING POLICIES

Basis of Consolidation

These consolidated financial statements include the accounts of Neo and its wholly-owned subsidiary, Liex. These are fully consolidated from the date of acquisition, being the date on which the Company obtains control, and continue to be consolidated until the date that such control ceases.

The Company controls an investee if the Company has:

- (i) power over the investee;
- (ii) exposure, or rights, to variable returns from its involvement with the investee; and
- (iii) the ability to use its power over the investee to affect its returns.

When the Company has less than a majority of the voting or similar rights of an investee, the Company considers all relevant facts and circumstances in assessing whether it has power over an investee, including but not limited to:

- (i) the contractual arrangement with the other vote holders of the investee;
- (ii) rights arising from other contractual arrangements; and
- (iii) the Company's potential voting rights.

The Company re-assesses whether or not it controls an investee if facts and circumstances indicate that there are changes to one or more of the three elements of control. Consolidation of a subsidiary begins when the Company obtains control over the subsidiary and ceases when the Company loses control of the subsidiary. Assets, liabilities, income and expenses of a subsidiary acquired or disposed of during the year are included in loss and comprehensive loss from the date that the Company gains control until the date

3. SIGNIFICANT ACCOUNTING POLICIES (continued)

that the Company ceases to control the subsidiary.

All inter-company account balances and transactions have been eliminated upon consolidation.

Critical Accounting Estimates and Judgements

Estimates by management represent an integral component of financial statements prepared in conformity with IFRS. The estimates made in these consolidated financial statements reflect management's judgment based on past experiences, present conditions and expectation of future events. Where estimates were made, the reported amounts for assets, liabilities, revenue and expenses may differ from the amounts that would otherwise be reflected if the ultimate outcome of all uncertainties and future events were known at the time these consolidated financial statements were prepared. Accounts which require management to make material estimates and significant assumptions in determining amounts recorded include recoverability of property rights and evaluation and exploration costs, depreciation of equipment, accrued liabilities, provision for environmental remediation and mineral property reclamation liabilities, valuation of equity instruments, deferred tax assets and contingencies. Significant assumptions about the future that management has made that could result in a material adjustment to the carrying amounts of assets and liabilities in the event that actual result differ from assumptions made also include management's assumptions in determining the functional currencies of the Company's subsidiaries, going concern presentation of the consolidated financial statements which assumes that the Company will continue in operation for the foreseeable future and will be able to realize its assets and discharge its liabilities in the normal course of operations as they come due and valuation, ownership and recoverability of the Company's interest in mineral properties which is contingent on the Company's ability to obtain funding for development of the properties. Management also determined that the Company is still in exploration and evaluation stage of development.

Functional Currency

The Company's presentation and functional currency is the Canadian dollar.

Foreign Currency Translation

The individual financial records of each group entity are kept in the currency of the primary economic environment in which the entity operates (its functional currency). The functional currency, as determined by management, of the Company is Canadian dollars. The functional currency of LIEX is the

Argentinean Peso. For the purpose of the consolidated financial statements, the results and financial position are expressed in Canadian dollars.

Transactions in currencies other than the Company's functional currency are recognized at the rates of exchange prevailing at the dates of the transactions. At the end of each reporting period, monetary items denominated in foreign currencies are translated at the rates prevailing at that date. Non-monetary items that are measured in terms of historical cost in a foreign currency are translated at the rates of the date of the initial transaction.

Exchange differences are recognized in profit and loss in the period in which they arise.

3. SIGNIFICANT ACCOUNTING POLICIES (continued)

For the purpose of presenting consolidated financial statements, the assets and liabilities of the foreign entities are expressed in Canadian dollars using exchange rates prevailing at the end of the reporting period. Income and expense items are translated at the average exchange rates for the period, unless exchange rates fluctuated significantly during that period, in which case the exchange rates at the dates of the transactions are used. Exchange differences arising are recognized as a separate component of equity and as a foreign currency translation adjustment in other comprehensive income (loss) in the consolidated statements of income (loss) and comprehensive income (loss).

Determination of fair value

Fair value is determined based on the price that would be received to sell an asset or paid to transfer a liability in an arms-length transaction at the measurement date. Fair value is measured using the assumptions when pricing an asset or liability. Fair value is determined by using quoted prices in active markets for identical or similar assets or liabilities. When quoted prices in active markets are not available, fair value is determined using valuation techniques that maximize the use of observable inputs.

When observable valuation inputs are not available, significant judgment is required to determine fair value by assessing the valuation techniques and valuation inputs. The use of alternative valuation techniques or valuation inputs may result in a different fair value.

The Company uses the following hierarchy for determining and disclosing the fair value of financial instruments which are measured at fair value by valuation technique:

Level I: Quoted (unadjusted) prices in active markets for identical assets or liabilities.

Level II: Other techniques for which all inputs which have a significant effect on the recorded fair value are observable, either directly or indirectly.

Level III: Techniques which use inputs which have a significant effect on the recorded fair value that are not based on observable market data.

For assets and liabilities that are recognized in the financial statements on a recurring basis, the Company determines whether transfers have occurred between Levels in the hierarchy by re-assessing categorization (based on the lowest level input that is significant to the fair value measurement as a whole) at the end of each reporting period.

Financial Instruments and Financial Risk

Financial instruments are measured at their fair values on initial recognition. The Company classifies its financial instruments in the following categories depending on the purpose for which the instruments were acquired, fair value through profit and loss, held to maturity, loans and receivables and other financial liabilities. The Company has made the following classification:

- Cash and cash equivalents or term deposits are classified as fair value through profit and loss and are measured at fair value. Gains and losses resulting from the period revaluation are recorded in net loss.
- Receivables are classified as loans and receivables and are recorded at amortized cost, which upon their initial measurement is equal to their fair values. Subsequent measurements are

3. SIGNIFICANT ACCOUNTING POLICIES (continued)

recorded at amortized cost using the effective interest rate method.

- Accounts payable and accrued liabilities are classified as other financial liabilities and are initially measured at their fair value. Subsequent measurements are recorded at amortized cost using the effective interest rate method.

Transaction costs are expensed as incurred for financial instruments classified or designated as held for trading. Transaction costs for financial assets classified as available for sale are added to the value of the instruments at acquisition. Transaction costs related to other financial liabilities are deducted from the value of the instrument at acquisition and taken into net income using the effective interest rate method. If a financial liability is interest free or bears interest at below the market rate, it is recognized at an amount below the settlement price or nominal amount. The financial liability initially recognized at fair value is amortized subsequent to initial recognition using the effective interest rate method.

Financial assets are derecognized when the rights to receive cash flows from the assets have expired or have been transferred and the Company has transferred substantially all risks and rewards of ownership.

A financial liability is derecognized when the obligation under the liability is discharged or cancelled, or expires. When an existing financial liability is replaced by another from the same lender on substantially different terms, or the terms of an existing liability are substantially modified, such an exchange or modification is treated as the derecognition of the original liability and the recognition of a new liability. The difference in the respective carrying amounts is recognized in the statement of profit or loss. Financial assets and liabilities are offset and the net amount reported in the consolidated statement of financial position when there is a legally enforceable right to offset the recognized amounts and there is an intention to settle on a net basis, or realize the asset and settle the liability simultaneously.

Cash and Cash Equivalents

Cash and cash equivalents represent cash on hand and short-term bank deposits with original maturity dates of less than three months at the time of acquisition or which are readily convertible into known amounts of cash.

Investments

The Company follows the equity method of accounting for investments representing 20% to 50% ownership of companies invested in as the Company has the ability to exercise significant influence and or exercise control. Investments of less than 20% ownership are classified as available for sale and are measured at fair value unless the Company has the ability to exercise significant influence over the investee company in which case the Company follows the equity method. Investments are written down to their fair market value only if other than a temporary decline in value has occurred.

Evaluation and Exploration Costs

Evaluation and exploration costs ("E&E") generally include the direct costs of licenses, technical services and studies, environmental studies, geophysical studies, exploration drilling and testing, directly attributable overhead and administration expenses including remuneration of operating personnel and supervisory management. These costs do not include general prospecting or evaluation costs incurred

3. SIGNIFICANT ACCOUNTING POLICIES (continued)

prior to having obtained the rights to explore an area, which are expensed as they are incurred. E&E expenditures are capitalized and carried forward until technical feasibility and commercial viability of extracting the resource is established.

Property Rights

Acquisition costs for mineral exploration rights are deferred until it is determined that these costs will not be recovered from future operations, at which point these costs are written off to operations. These costs are depleted on a unit-of-production basis commencing at the onset of commercial production for the related property.

Field and Office Equipment

Field and office equipment are stated at cost, less accumulated depreciation and any impairment in value. Cost includes the purchase price (after deducting trade discounts and rebates), any directly attributable costs of bringing the asset to the location and condition necessary for it to be capable of operating in the manner intended by management, and the estimate of the present value of the costs of dismantling and removing the item and restoring the site. Subsequent costs are included in the assets carrying amount or recognized as a separate asset, as appropriate, only when it is probable that future economic benefits associated with the item will flow to the Company and the cost of the item can be measured reliably. The carrying amount of the replaced part is de-recognized. The cost of the day-to-day servicing of equipment are recognized in the income statement as incurred.

Field and office equipment are amortized on a straight-line basis over the estimated useful life of the asset. Estimated useful lives are as follows:

Field and office equipment	3 to 5 years
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The estimated useful lives, residual values and depreciation method are reviewed at each period end, with the effect of any changes in estimates accounted for on a prospective basis.

Impairment of Non-financial Assets

The Company assesses the carrying amount of non-financial assets including property rights and evaluation and explorations costs and field and office equipment at each reporting date to determine whether there is any indication of impairment.

Internal factors, such as budgets and forecasts, as well as external factors, such as expected future prices, costs and other market factors are also monitored to determine if indications of impairment exist.

An impairment loss is the amount equal to the excess of the carrying amount the individual asset or the CGU over the recoverable amount. The recoverable amount is the higher of estimated value in use and estimated fair value less costs to sell the asset.

Impairment is assessed at the individual asset or cash-generating unit ("CGU") level which is the geographical operating segments of the Company. A CGU is the smallest identifiable group of assets that generates cash inflows largely independent of the cash inflows from other assets or group of assets.

3. SIGNIFICANT ACCOUNTING POLICIES (continued)

An impairment loss for an individual asset or cash-generating unit shall be reversed if there has been a change in estimates used to determine the recoverable amount since the last impairment loss was recognized and is only reversed to the extent that the assets carrying amount does not exceed the carrying amount that would have been determined, net of depreciation or amortization, if no impairment loss had been recognized.

Share-based Compensation

The Company is in the process of implementing a stock option plan, refer to Note 10. Employees (including officers), directors and consultants of the Company receive remuneration in the form of stock options granted under the plan for rendering services to the Company. Stock options granted during the period are accounted for in accordance with the fair value method of accounting for stock-based compensation. The fair value for these options is estimated at the date of grant using the Black-Scholes option pricing model. The Company is also required to estimate the expected future forfeiture rate of options in its calculation of stock-based compensation expense. The cost of options is recognized, together with a corresponding increase in contributed surplus, over the period in which the performance and/or service conditions are fulfilled, ending on the date on which the relevant options becomes fully entitled to the award (the "vesting date"). The cumulative expense recognized for option grants at each reporting date until the vesting date reflects the portion of the vesting period that passed and the Company's best estimate of the number of options that will ultimately vest on the vesting date. The Company records compensation expense and credits contributed surplus for all stock options granted which represents the movement in cumulative expense recognized as at the beginning and end of that period. Any consideration received on the exercise of stock options is credited to capital stock.

Where the terms of a stock option award are modified, the minimum expense recognized in compensation expense is the expense as if the terms had not been modified. An additional expense is recognized for any modification that increases the total fair value of the option or is otherwise beneficial to the options as measured at the date of modification.

Where an option is cancelled, it is treated as if it had vested on the date of cancellation and any expense not yet recognized for the award is recognized immediately.

However, if a new award is substituted for the cancelled award and designated as a replacement award on the date that it is granted, the cancelled and new awards are treated as if they were a modification of the original award, as described in the previous paragraph.

The dilutive effect of outstanding options is reflected as additional share dilution in the computation of diluted earnings per share.

Income Taxes

The income tax expense or benefit for the reporting period consists of two components: current and deferred taxes.

The current income tax payable or recoverable is calculated using the tax rates and legislation that have been enacted or substantively enacted at each reporting date in each of the jurisdictions and includes any adjustments for taxes payable or recoverable in respect of prior periods.

3. SIGNIFICANT ACCOUNTING POLICIES (continued)

Current tax assets and liabilities are offset when they relate to the same jurisdiction, the entity has a legally enforceable right to offset and intends either to settle on a net basis or to realize the asset and settle the liability simultaneously.

Deferred taxes are calculated using the liability method. Temporary differences arising from the difference between the tax basis of an asset or liability and its carrying amount on the consolidated balance sheet are used to calculate deferred income tax liabilities or assets. Deferred income tax liabilities or assets are calculated using substantively enacted tax rates anticipated to apply in the periods that the temporary differences are expected to reverse. The effect of a change in tax rates is recognized in income in the period that includes the date of enactment or substantive enactment. The recognition of future benefits is limited to the extent that the realization of such benefits is more likely than not.

Current and deferred taxes that relate to items recognized directly in equity are also recognized in equity. All other taxes are recognized in income tax expense in the consolidated statements of income (loss) and comprehensive income (loss).

Revenue Recognition

The Company currently has no revenue from active mining operations. Interest revenue is recognized in the period in which it is earned.

Loss per share

Basic loss per share amounts are calculated by dividing net loss available to common shareholders by the weighted average number of common shares outstanding during the period. Diluted loss per share is determined by evaluating impact of all outstanding stock option grants and warrants are exercised, if dilutive, and the assumed proceeds are used to purchase the Company's common shares at the average market price during the period.

Accounts Payable and Accrued Liabilities

Accounts payable and accrued liabilities are initially recognized at fair value and classified as other financial liabilities measured at amortized cost.

Warrants issued in equity financing transactions

The Company engages in equity financing transactions to obtain the funds necessary to continue operations and explore and evaluate mineral properties. These equity financing transactions may involve issuance of common shares or units. A unit comprises a certain number of common shares and a certain number of share purchase warrants ("Warrants"). Depending on the terms and conditions of each equity financing agreement ("Agreement"), the Warrants are exercisable into additional common shares prior to expiry at a price stipulated by the Agreement. Warrants that are part of units are measured at fair value on the date of issue using the Black-Scholes option pricing model and included in share capital with the common shares that were concurrently issued. Broker compensation options are classified as issuance costs and a deduction from equity and measured at fair value on the date of issue using the Black-Scholes option pricing model.

3. SIGNIFICANT ACCOUNTING POLICIES (continued)

Provisions

Provisions are recognized when the Company has a present legal or constructive obligation as a result of a past event and it is to result in an outflow of economic benefits and that a reliable estimate of a cost to the Company can be made. If the effect of the time value of money is material, provisions are discounted using a current pre-tax rate that reflects the risks specific to the liability. Where discounting is applied, the increase in the provision due to the passage of time is recognized as a finance cost.

Rehabilitation Provisions

The Company recognizes liabilities for statutory, contractual, legal or constructive obligations associated with the retirement of field and office equipment when those obligations result from the acquisition, construction, development or normal operations of the assets. Initially, a liability for an asset retirement obligation is recognized at its fair value in the period in which it is incurred. Upon initial recognition of the liability, the corresponding asset retirement cost is added to the carrying amount of that asset and the cost is amortized as an expense over the economic life of the related asset. Following the initial recognition of the asset retirement obligation, the carrying amount of the liability is increased for the passage of time and adjusted for changes to the amount or timing of the underlying cash flows needed to settle the obligation. The present value of the rehabilitation liabilities may be subject to change based on management's current estimates, changes in remediation technology, or changes to the applicable laws and regulations by regulatory authorities, which affects the ultimate cost of remediation and reclamation.

As at April 15, 2016 the Company did not have any asset retirement obligations.

Segment Reporting

The Company has one operating and reporting segment, being the Argentina exploration operation. The Company reports its geographical information as disclosed on note 11.

4. RECENT ACCOUNTING PRONOUNCEMENTS

A number of new standards, and amendments to standards and interpretations, are not yet effective for the period ended April 15, 2016, and have not been applied in preparing these consolidated financial statements. The following standards and interpretations have been issued by the IASB and the IFRIC Committees with effective dates relating to the annual accounting periods starting on or after the effective dates as follows:

IFRS 9, Financial Instruments, ("IFRS 9") was issued by the IASB in July 2014 in final form and will replace IAS 39, Financial Instruments: Recognition and Measurement ("IAS 39"). IFRS 9 uses a single approach to determine whether a financial asset is measured at amortized cost or fair value, replacing the multiple rules in IAS 39. The approach in IFRS 9 is based on how an entity manages its financial instruments in the context of its business model and the contractual cash flow characteristics of the financial assets. Most of the requirements in IAS 39 for classification and measurement of financial liabilities were carried forward unchanged to IFRS 9. The new standard also requires a single impairment method to be used, replacing the multiple impairment methods in IAS 39. IFRS 9 is effective for annual periods beginning on or after January 1, 2018.

NEO LITHIUM CORP.
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4. RECENT ACCOUNTING PRONOUNCEMENTS (continued)

IFRS 15, revenue from contracts and customers ("IFRS 15") was issued by the IASB on May 28, 2014, and will replace IAS 18, revenue, IAS 11, construction contracts, and related interpretations on revenue. IFRS 15 sets out the requirements for recognizing revenue that apply to all contracts with customers, except for contracts that are within the scope of the standards on leases, insurance contracts and financial instruments. IFRS 15 uses a control based approach to recognize revenue which is a change from the risk and reward approach under the current standard. Companies can elect to use either a full or modified retrospective approach when adopting this standard and it is effective for annual periods beginning on or after January 1, 2018.

IFRS 16, Leases ("IFRS 16") will bring most leases on-balance sheet for lessees under a single model, eliminating the distinction between operating and finance leases. Lessor accounting however remains largely unchanged and the distinction between operating and finance leases is retained. Under IFRS 16 a lessee recognizes a right-of-use asset and a lease liability. The right-of-use asset is treated similarly to other nonfinancial assets and depreciated accordingly and the liability accrues interest. This will typically produce a frontloaded expense profile (whereas operating leases under IAS 17, Leases ("IAS 17") would typically have had straight-line expenses) as an assumed linear depreciation of the right-of-use asset and the decreasing interest on the liability will lead to an overall decrease of expense over the reporting period. IFRS 16 supersedes IAS 17 and related interpretations and is effective for periods beginning on or after 1 January 2019, with earlier adoption permitted if IFRS 15, Revenue from Contracts with Customers has also been applied.

The Company intends to adopt this standard when it becomes effective.

5. CASH AND CASH EQUIVALENTS

As at April 15, 2016		
Cash at bank	\$	585,497
Short term deposits		36,994
	\$	622,491

6. RECEIVABLES

As at April 15, 2016		
HST	\$	1,300
Tax receivables		16,142
Other receivables		-
	\$	17,442

NEO LITHIUM CORP.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
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7. FIELD AND OFFICE EQUIPMENT

		Office furniture and equipment	Total
COST			
As at January 15, 2016	\$	-	\$ -
Additions		1,555	1,555
Effect of foreign exchange differences		(70)	(70)
As at April 15, 2016	\$	1,485	\$ 1,485

8. PROPERTY RIGHTS AND EVALUATION AND EXPLORATION COSTS

	Tres Quebradas
Balance as of January 15, 2016	\$ -
Assays	78,623
Consulting Fees	26,114
Field Crew	22,828
Field Work	5,495
Geological	149,832
Supplies and Miscellaneous	235
Travel / Transport	20,778
Mineral Property Payments	540,030
Effect of foreign exchange	(5,876)
Balance as at April 15, 2016	\$ 838,059

Tres Quebradas

On January 11, 2016 an ownership group, which included two directors of the Company entered into a purchase and sale agreement, for the acquisition of 6 mining rights in the Tinogasta area, Catamarca province, Argentina. The total consideration of USD\$ 400,000 (of which USD\$ 100,000 is outstanding and included in accounts payable) was paid by the Company to the original owner.

Accordingly, on April 5, 2016 the Company entered into an assignment of rights agreement, through its wholly owned subsidiary, in which the right to the 6 mining rights noted above were transferred to the Company. A royalty of 1.5% over gross sales values was awarded to the ownership group. Two-thirds of this royalty is due to two directors of the Company.

On March 1, 2016, in addition to the 6 mining rights the Company, through its wholly owned subsidiary, got awarded 4 more mining rights in the same area from the Mining Department of Catamarca.

The total project is a salar and brine reservoir complex composed by 10 mining claims, 28,855 hectares and it is divided in 3 different targets: Northern Lithium Brine reservoir, Central Salar and Brine reservoir and Southern Green Salar and Brine reservoir.

NEO LITHIUM CORP.
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8. PROPERTY RIGHTS AND EVALUATION AND EXPLORATION COSTS (continued)

Future obligations in respect to the Tres Quebradas project as at April 15, 2016, which will only be incurred if the Company starts production:

- The Catamarca province establishes a mining royalty of 3% over the mine-head value of the ore
- Annual royalty of 1.5% over gross sales to be divided in 3 equal parts, two of which are Directors and Officers of the Company (please refer to note 12).

9. ACCOUNTS PAYABLE AND ACCRUED LIABILITIES

As at April 15, 2016		
Accounts payable	\$	165,489
Accrued liabilities		267,466
	\$	432,955

10. SHARE CAPITAL

Authorized – Unlimited number of common shares without par value. Common shares issued and fully paid are as follows:

	Number of Shares	Amount
Balance as at January 15, 2016	1	\$1
Cancellation of the share issued on January 15, 2016	(1)	(1)
Private placement of February 9, 2016	14,000,000	140
Private placement of March 11, 2016	13,000,000	1,300,000
Balance as at April 15, 2016	27,000,000	\$1,300,140

(i) On January 15, 2016 the Company incorporated under the laws of Ontario issuing one share.

On February 9, 2016 the Company completed a non-brokered private placement for gross proceeds of \$140 and issued a total of 14,000,000 shares at a price of \$0.0001 per share. On the same day the Board approved the cancellation of the 1 share issued at inception. No purchase warrants had been issued as a result of this private placement.

On March 11, 2016, the Company completed a non-brokered private placement for gross proceeds of \$1,300,000 and issued a total of 13,000,000 shares at a price of \$0.10 per share. The Company initially received \$599,000 of the proceeds as promissory notes. The amount received as promissory notes was applied to the private placement at a price of \$0.10 per share. Therefore no gain or loss was recorded. No purchase warrants had been issued as a result of this private placement.

NEO LITHIUM CORP.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
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(Expressed in Canadian dollars unless otherwise stated)

11. SEGMENTED INFORMATION

The Company operates in one reportable and geographical segment. The Company's lithium project is in exploration stage. The Company's geographic information is summarized in the following table:

	Canada	Argentina	Total
As at April 15, 2016			
Current assets	\$ 542,989	\$ 98,853	\$ 641,842
Field and office equipment	-	1,485	1,485
Property rights and evaluation and exploration costs	-	838,059	838,059
Current liabilities	136,528	296,427	432,955
For the period ended April 15, 2016			
Net loss for the year	(234,791)	(19,830)	(254,621)

12. RELATED PARTY TRANSACTIONS

During the period ended April 15, 2016, the Company incurred the following related party transactions:

- (a) \$75,000 in legal fees to a law firm, Fasken Martineau DuMoulin LLP, of which a partner is a director of the Company as well as the legal counsel of the Company.
- (b) \$40,107 in fees paid to the CEO of the Company pursuant to a service contract. As at April 15, 2016, \$6,419 remained payable.
- (c) \$8,000 in fees paid to the CFO of the Company pursuant to a service contract. As at April 15, 2016, \$4,000 remained payable.
- (d) The Tres Quebradas project has a royalty commitment upon production of 1.5% over gross sales to be divided in 3 equal parts, two of which are Directors and Officers of the Company.

These transactions were in the normal course of operations and were measured at the exchange amount, which is the amount of consideration established and agreed to by the related parties.

Key management compensation:

Salaries and benefits \$ 48,107

13. INCOME TAXES

Tax loss carry-forwards

As at April 15, 2016 the Company has approximately \$19,000 of Argentine net operating losses and \$231,000 in Canadian non-capital losses available to be carried forward against future taxable income. The Argentine losses will expire in 2021 and the Canadian losses will expire in 2036. At this time deferred tax assets have not been recognized in respect of these losses because it is not probable that future taxable profit will be available to offset against with and which the group can utilize the benefits therefrom.

14. FINANCIAL INSTRUMENTS AND RISK MANAGEMENT

Risks Arising from Financial Instruments and Risk Management

The Company's activities expose it to a variety of financial risks: market risk (including foreign exchange risk and interest rate risk), credit risk and liquidity risk. The Company's overall risk management program focuses on the unpredictability of financial markets and seeks to minimize potential adverse effects on the financial performance of the Company.

The Company uses various methods to measure different types of risk to which it is exposed. These methods include sensitivity analysis in the case of interest rate, foreign exchange and other price risks.

Market Risk

Foreign exchange risk

The Company operates internationally and is exposed to foreign exchange risk arising from various currency exposures. The Company primarily operates in Argentina. Foreign exchange risk arises from future commercial transactions and recognized assets and liabilities denominated in a currency that is not the Company's functional currency. The Company's risk management policy is to review its exposure to non-Canadian dollar forecast operating costs on a case-by-case basis. The majority of the Company's forecast operating costs are in Argentinean pesos and Canadian dollars. The risk is measured using sensitivity analysis and cash flow forecasting.

The carrying amount of the Company's foreign currency denominated monetary assets and liabilities are as follows in CAD\$:

As at April 15, 2016		
	Assets	Liabilities
Argentinean pesos	\$ 98,853	\$ 17,954
Chilean pesos	-	14,961
British pounds	-	10,967
United States dollars	4,475	229,776
	\$103,328	\$273,658

Sensitivity

Based on the financial instruments held at April 15, 2016, had the Canadian dollar weakened/strengthened by 10% against these foreign currencies with all other variables held constant, the Company's post-tax loss for the year would have been \$17,033 higher/lower as a result of foreign exchange gains/losses on translation of non-Canadian dollar denominated financial instruments as detailed above. The Company's deficit would have been \$17,033 higher/lower had the Canadian dollar weakened/strengthened by 10% as a result of foreign exchange gains/losses on translation of non-Canadian dollar denominated financial instruments.

Cash flow fair value interest rate risk

The Company does not have any variable interest-bearing borrowings for which general rate fluctuations apply. The Company is exposed to interest rate risk to the extent of the funds invested in the Company's bank accounts.

18. FINANCIAL INSTRUMENTS AND RISK MANAGEMENT (continued)

Credit Risk

Credit risk refers to the risk that counterparty will default on its contractual obligations resulting in a financial loss to the group. Credit risk arises from cash and cash equivalents with banks and financial institutions as well as credit exposures to outstanding receivables.

It is management's opinion that the Company is not exposed to significant credit risk arising from these financial instruments.

Liquidity Risk

Prudent liquidity risk management implies maintaining sufficient cash at all times, liquid investments and committed credit facilities to meet the Company's commitments as they arise. The Company manages liquidity risk by maintaining adequate cash reserves and by continuously monitoring forecast and actual cash flows.

At April 15, 2016, the Company had net working capital of \$208,887 and anticipates this is sufficient to provide at least 12 months of planned activity. Furthermore, as at April 15, 2016 the long-term debt carried by the Company was nil.

Fair Value Estimation

The fair value of financial assets and financial liabilities must be estimated for recognition and measurement or for disclosure purposes. The carrying values of cash and cash equivalents, accounts receivables and payables are assumed to approximate their fair values due to their short-term nature.

Capital Management

The Company defines capital that it manages as its shareholders' equity. The Company's objectives when managing capital are to safeguard its ability to continue as a going concern and provide increased shareholder value. As at April 15, 2016, the total managed capital was \$1,048,431.

The Company achieves its objectives by assessing economic conditions, its plans regarding development of its assets, and its obligations, and utilizing capital markets to raise equity when required.

19. PROPOSED TRANSACTION

On April 8, 2016, Neo entered into a binding definitive agreement with POCML 3 Inc., a company listed on the TSXV, which outlines the general terms and conditions of a proposed transaction pursuant to which Neo will enter into a business combination with POCML 3 Inc.. The definitive agreement was negotiated at arm's length and is effective as of April 8, 2016.

The transaction is subject to regulatory approval, including the approval of the TSX-V, and standard closing conditions, including the conditions described below. The transaction is structured as an amalgamation of Neo and POCML 3. The transaction does not constitute a non-arm's-length qualifying transaction (as defined by TSX-V Policy 2.4).

Pursuant to the transaction as currently proposed, the holders of the issued and outstanding Neo's shares and POCML 3 post consolidation shares will receive one common share of the company resulting

19. PROPOSED TRANSACTION (continued)

from the amalgamation for each Neo and POCML 3 post consolidation share held immediately prior to the transaction. The deemed exchange price for the resulting issuer shares to be issued in exchange for the Neo Lithium shares shall be 35 cents per resulting issuer share, or such other price as permitted by applicable regulatory authorities, including the TSX-V. Completion of the transaction is subject to a number of additional conditions.

20. SUBSEQUENT EVENTS

On May 12, 2016, the Company completed a brokered private placement financing for gross proceeds of \$11,450,000 and issued a total of 11,450,000 common shares at a price of \$1.00. In connection with the private placement the Company paid \$687,000, 6% of the gross proceeds to the participating brokers and issued 572,500 broker's warrants, 5% of the gross proceeds. Each broker warrant entitles the holder thereof to purchase one common share at a price of \$1.00 per share over a 24 month period. The fair value of the broker's warrants was determined to be \$438,402 and the share issuance costs were \$250,150. As part of this private placement the Company raised gross proceeds \$250,000 on a non-brokered basis and issued a total of 250,000 common shares at a price of \$1.00.

The Company entered into a binding definitive agreement with POCML 3 Inc., please refer to note 19 for the proposed transaction.

SCHEDULE “C”
PRO FORMA CONSOLIDATED FINANCIAL STATEMENTS

(See Attached)



NEO LITHIUM CORP.

PROFORMA CONSOLIDATED FINANCIAL STATEMENTS

JANUARY 31, 2016

(IN CANADIAN DOLLARS)

NEO LITHIUM CORP.
Pro Forma Consolidated Statement of Financial Position
As at January 31, 2016
(Unaudited)

	15-Apr-16 NEO LITHIUM	31-Jan-16 POCML 3	Reference	Pro Forma adjustments	Pro Forma consolidated
Assets					
Current					
Cash and equivalents	\$ 622,491	\$ 576,684	B D D D	\$ 6,530,303 10,495,016 250,000 9,835	\$ 18,474,494
Amounts receivable	17,442	9,673			36,949
Prepaid expenses and other	1,909	-			1,909
Current assets	641,842	586,357			18,513,353
Property rights and evaluation and exploration costs	838,059	-			838,059
Field and office equipment	1,485	-			1,485
Total assets	\$ 1,481,386	\$ 586,357			\$ 19,352,897
Liabilities					
Current					
Accounts payable and accrued liabilities	\$ 432,955	\$ 12,619	A C	\$ 90,000 110,000	\$ 645,574
Total liabilities	432,955	12,619			645,574
Shareholders' Equity					
Share capital	1,300,140	628,415	B B C A A D D D D	7,000,000 (469,697) (1,224,020) (628,415) 6,370,000 11,450,000 (696,552) 250,000 (687,000)	23,292,872
Warrants - Broker	-	-	C D	1,114,020 438,402	1,552,422
Reserves	2,912	90,613	A A E	(90,613) 493,499 935,391	1,431,802
Deficit	(254,621)	(145,290)	A A E	145,290 (6,379,761) (935,391)	(7,569,773)
Total equity	1,048,431	573,738			18,707,323
Total liabilities and equity	\$ 1,481,386	\$ 586,357			\$ 19,352,897

NEO LITHIUM CORP.
Notes to Pro Forma Consolidated Financial Statements
(Unaudited)

1. Basis of Presentation

The accompanying unaudited pro forma consolidated financial statements of NEO Lithium Corp. ("NEO" or "Target") and POCML 3 Inc. ("POCML" or "Shell") have been prepared by management to reflect the proposed transactions as described in Note 2.

The pro forma consolidated financial statements have been prepared from information derived from and should be read in conjunction with the following:

1. The audited financial statements of NEO as at and for period from inception, January 15, 2016, to April 15, 2016.
2. The unaudited financial statements of POCML as at and for the six months period ended January 31, 2016.

The unaudited pro forma consolidated statement of financial position of NEO as at April 15, 2016 and POCML as at January 31, 2016 has been presented assuming the Transaction had been completed as at August 1, 2015.

The Amalgamation (see note 2) has been accounted for in accordance with IFRS 2, Share Based-Payments. The Transaction is considered to be a reverse takeover of POCML by NEO. A reverse takeover transaction involving a non-public operating entity and a non-operating company is in substance a share-based payment transaction, rather than a business combination. The transaction is equivalent to the issuance of equity instruments (shares, stock options and warrants) by NEO for the net assets and the eventual public listing status of the non-operating company, POCML. The fair value of the shares issued was determined based on the fair value of the common shares issued by NEO.

The unaudited pro forma consolidated statement of financial position has been prepared by management, and, in the opinion of management, includes all adjustments necessary for fair presentation. No adjustments have been made to reflect additional costs or cost savings that could result from the combination of the operations of NEO and POCML, as management does not anticipate any material costs or cost savings as a result of the Transaction.

The unaudited pro forma consolidated statement of financial position has been prepared for illustration purposes only and may not be indicative of the combined results or financial position had the Transactions been in effect at the date and for the period indicated.

The consolidated entity would be subject to an effective income tax rate of 35%.

NEO LITHIUM CORP.
Notes to Pro Forma Consolidated Financial Statements
(Unaudited)

2. Pro Forma Assumptions and Adjustments

POCML and NEO entered into an amalgamation agreement dated April 8, 2016, pursuant to which a POCML, subject to a number of conditions, will amalgamate with NEO to form a newly amalgamated entity (the "Amalgamation"), which will be POCML (the "Resulting Issuer").

The unaudited pro forma consolidated statement of financial position gives effect to the following assumptions and adjustments:

- A. On closing of the Amalgamation, the share capital of POCML and deficit are eliminated. POCML consolidated its outstanding share capital on a 0.91:1 basis from 7,000,000 shares to 6,370,000 shares outstanding valued at \$1 each. The fair value was determined based on Neo's May 12, 2016 financing; original valuation for the transaction was \$0.35 per share. Moreover, POCML's 860,000 stock options are consolidated on a 0.91:1 basis to 782,600 at a price of \$0.35 per share, each expiring 90 days upon closing or July 14, 2016.

The fair value of the consideration is as follows:

Deemed issuance of 6,370,000 common shares		
to the former shareholders of POCML 3	A	\$ 6,370,000
Shell options cancelled/reissued		493,499
Net assets		(573,738)
Other listing costs		90,000
Listing expense		\$ 6,379,761

The fair value of options reissued was estimated to be \$493,499 using the Black-Scholes option pricing model with the following assumptions:

Share price	\$1.00
Exercise price	\$0.35
Risk-free interest rate	0.59%
Expected dividend yield	0%
Expected volatility	151.30%
Expected forfeiture rate	0%
Expected option life in years	0.25

- B. On April 8, 2016, POCML completed a brokered private placement raising aggregate gross proceeds of \$7,000,000 through the sale of 20,000,000 common shares of the POCML at \$0.35 per share (on a post-consolidation basis). In connection with the placement, the Target paid a commission of 7% of the proceeds raised, above \$290,050. The total commission allocated to share capital was \$469,697.

NEO LITHIUM CORP.**Notes to Pro Forma Consolidated Financial Statements
(Unaudited)**

- C. In addition to the cash commission and in connection with the brokered placement POCML issued 1,341,990 broker warrants representing 7% of the total number of common shares issued less the initial issuance of shares from NEO of 828,714 common shares. The fair value of the broker warrants was determined to be \$1,114,020 using the Black-Scholes option pricing model with the following assumptions:

Share price	\$1.00
Exercise price	\$0.35
Risk-free interest rate	0.56%
Expected divided yield	0%
Expected volatility	212.56%
Expected warrant life in years	1

As a result of the brokered placement POCML incurred \$110,000 in legal fees that were allocated to share capital.

- D. On May 12, 2016, Neo completed a brokered private placement financing for gross proceeds of \$11,450,000 and issued a total of 11,450,000 common shares at a price of \$1.00. In connection with the private placement Neo paid \$687,000, 6% of the gross proceeds to the participating brokers and issued 572,500 broker's warrants, 5% of the gross proceeds. Each broker warrant entitles the holder thereof to purchase one common share at a price of \$1.00 per share over a 24 month period.

The fair value of the broker's warrants was determined to be \$438,402, using the Black-Scholes option pricing model with the following assumptions:

Share price	\$1.00
Exercise price	\$1.00
Risk-free interest rate	0.56%
Expected divided yield	0%
Expected volatility	167.75%
Expected warrant life in years	2

The share issuance costs allocated to share capital were \$258,150 and the HST receivable was \$9,835. As part of this private placement Neo raised gross proceeds \$250,000 on a non-brokered basis and issued a total of 250,000 common shares at a price of \$1.00.

- E. Upon closing of the amalgamation Neo will grant 3,000,000 stock options with an exercise price of \$1 and a 5 year life. 1/3 will vest immediately and the remaining will vest on equal amounts over two year period.

NEO LITHIUM CORP.
Notes to Pro Forma Consolidated Financial Statements
(Unaudited)

The fair value of options to be issued was estimated to be \$935,391 using the Black-Scholes option pricing model with the following assumptions:

Share price	\$1.00
Exercise price	\$1.00
Risk-free interest rate	0.56%
Expected divided yield	0%
Expected volatility	164.73%
Expected forfeiture rate	0%
Expected option life in years	5

3. Share Capital

Pro Forma Consolidated Statement of Changes in Share Capital

The following details the share capital of Neo Lithium Corp. prior to amalgamation

Shares issued as at April 15, 2016	27,000,000	\$	1,300,140
Shares issued as a result of the Private Placement of May 12, 2016	11,700,000		10,316,448
Total shares issued in Neo Lithium Corp. prior to concurrent financing and amalgamation	38,700,000		11,616,588
Total shares issued prior to amalgamation	38,700,000	\$	11,616,588

The following details the share capital of POCML 3 Inc. prior to amalgamation

Shares issued as at January 31, 2016	7,000,000		
Shares issued pre- consolidation and prior to amalgamation	7,000,000		
Consolidation ratio	0.91		
	6,370,000	\$	6,370,000
Shares issued for cash after January 31, 2016 but not subject to conversion ratio	20,000,000		5,306,284
Shares issued post consolidation and prior to amalgamation	26,370,000	\$	11,676,284

The following details the share capital of the Issuer following the amalgamation

Total shares issued -Neo Lithium Corp.	38,700,000	\$	11,616,588
Total shares issued - POCML 3 Inc.	26,370,000		11,676,284
Total shares following the amalgamation	65,070,000	\$	23,292,872

SCHEDULE “D”
DISSENT PROVISIONS - SECTION 185 OF THE OBCA

(See Attached)

Section 185 of the *Business Corporations Act*, RSO 1990, c B.16

Rights of dissenting shareholders

185. (1) Subject to subsection (3) and to sections 186 and 248, if a corporation resolves to,

- (a) amend its articles under section 168 to add, remove or change restrictions on the issue, transfer or ownership of shares of a class or series of the shares of the corporation;
- (b) amend its articles under section 168 to add, remove or change any restriction upon the business or businesses that the corporation may carry on or upon the powers that the corporation may exercise;
- (c) amalgamate with another corporation under sections 175 and 176;
- (d) be continued under the laws of another jurisdiction under section 181; or
- (e) sell, lease or exchange all or substantially all its property under subsection 184 (3),

a holder of shares of any class or series entitled to vote on the resolution may dissent. R.S.O. 1990, c. B.16, s. 185 (1).

Idem

(2) If a corporation resolves to amend its articles in a manner referred to in subsection 170 (1), a holder of shares of any class or series entitled to vote on the amendment under section 168 or 170 may dissent, except in respect of an amendment referred to in,

- (a) clause 170 (1) (a), (b) or (e) where the articles provide that the holders of shares of such class or series are not entitled to dissent; or
- (b) subsection 170 (5) or (6). R.S.O. 1990, c. B.16, s. 185 (2).

One class of shares

(2.1) The right to dissent described in subsection (2) applies even if there is only one class of shares. 2006, c. 34, Sched. B, s. 35.

Exception

(3) A shareholder of a corporation incorporated before the 29th day of July, 1983 is not entitled to dissent under this section in respect of an amendment of the articles of the corporation to the extent that the amendment,

- (a) amends the express terms of any provision of the articles of the corporation to conform to the terms of the provision as deemed to be amended by section 277; or
- (b) deletes from the articles of the corporation all of the objects of the corporation set out in its articles, provided that the deletion is made by the 29th day of July, 1986. R.S.O. 1990, c. B.16, s. 185 (3).

Shareholder's right to be paid fair value

(4) In addition to any other right the shareholder may have, but subject to subsection (30), a shareholder who complies with this section is entitled, when the action approved by the resolution from which the shareholder dissents becomes effective, 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 day before the resolution was adopted. R.S.O. 1990, c. B.16, s. 185 (4).

No partial dissent

(5) A dissenting shareholder may only claim under this section with respect to all the shares of a class held by the dissenting shareholder on behalf of any one beneficial owner and registered in the name of the dissenting shareholder. R.S.O. 1990, c. B.16, s. 185 (5).

Objection

(6) A dissenting shareholder shall send to the corporation, at or before any meeting of shareholders at which a resolution referred to in subsection (1) or (2) is to be voted on, a written objection to the resolution, unless the corporation did not give notice to the shareholder of the purpose of the meeting or of the shareholder's right to dissent. R.S.O. 1990, c. B.16, s. 185 (6).

Idem

(7) The execution or exercise of a proxy does not constitute a written objection for purposes of subsection (6). R.S.O. 1990, c. B.16, s. 185 (7).

Notice of adoption of resolution

(8) The corporation shall, within ten days after the shareholders adopt the resolution, send to each shareholder who has filed the objection referred to in subsection (6) notice that the resolution has been adopted, but such notice is not required to be sent to any shareholder who voted for the resolution or who has withdrawn the objection. R.S.O. 1990, c. B.16, s. 185 (8).

Idem

(9) A notice sent under subsection (8) shall set out the rights of the dissenting shareholder and the procedures to be followed to exercise those rights. R.S.O. 1990, c. B.16, s. 185 (9).

Demand for payment of fair value

(10) A dissenting shareholder entitled to receive notice under subsection (8) shall, within twenty days after receiving such notice, or, if the shareholder does not receive such notice, within twenty days after learning that the resolution has been adopted, send to the corporation a written notice containing,

- (a) the shareholder's name and address;
- (b) the number and class of shares in respect of which the shareholder dissents; and
- (c) a demand for payment of the fair value of such shares. R.S.O. 1990, c. B.16, s. 185 (10).

Certificates to be sent in

(11) Not later than the thirtieth day after the sending of a notice under subsection (10), a dissenting shareholder shall send the certificates, if any, representing the shares in respect of which the shareholder dissents to the corporation or its transfer agent. R.S.O. 1990, c. B.16, s. 185 (11); 2011, c. 1, Sched. 2, s. 1 (9).

Idem

(12) A dissenting shareholder who fails to comply with subsections (6), (10) and (11) has no right to make a claim under this section. R.S.O. 1990, c. B.16, s. 185 (12).

Endorsement on certificate

(13) A corporation or its transfer agent shall endorse on any share certificate received under subsection (11) a notice that the holder is a dissenting shareholder under this section and shall return forthwith the share certificates to the dissenting shareholder. R.S.O. 1990, c. B.16, s. 185 (13).

Rights of dissenting shareholder

(14) On sending a notice under subsection (10), a dissenting shareholder ceases to have any rights as a shareholder other than the right to be paid the fair value of the shares as determined under this section except where,

- (a) the dissenting shareholder withdraws notice before the corporation makes an offer under subsection (15);
- (b) the corporation fails to make an offer in accordance with subsection (15) and the dissenting shareholder withdraws notice; or
- (c) the directors revoke a resolution to amend the articles under subsection 168 (3), terminate an amalgamation agreement under subsection 176 (5) or an application for continuance under subsection 181 (5), or abandon a sale, lease or exchange under subsection 184 (8),

in which case the dissenting shareholder's rights are reinstated as of the date the dissenting shareholder sent the notice referred to in subsection (10). R.S.O. 1990, c. B.16, s. 185 (14); 2011, c. 1, Sched. 2, s. 1 (10).

Same

(14.1) A dissenting shareholder whose rights are reinstated under subsection (14) is entitled, upon presentation and surrender to the corporation or its transfer agent of any share certificate that has been endorsed in accordance with subsection (13),

- (a) to be issued, without payment of any fee, a new certificate representing the same number, class and series of shares as the certificate so surrendered; or
- (b) if a resolution is passed by the directors under subsection 54 (2) with respect to that class and series of shares,
 - (i) to be issued the same number, class and series of uncertificated shares as represented by the certificate so surrendered, and
 - (ii) to be sent the notice referred to in subsection 54 (3). 2011, c. 1, Sched. 2, s. 1 (11).

Same

(14.2) A dissenting shareholder whose rights are reinstated under subsection (14) and who held uncertificated shares at the time of sending a notice to the corporation under subsection (10) is entitled,

- (a) to be issued the same number, class and series of uncertificated shares as those held by the dissenting shareholder at the time of sending the notice under subsection (10); and
- (b) to be sent the notice referred to in subsection 54 (3). 2011, c. 1, Sched. 2, s. 1 (11).

Offer to pay

(15) A corporation shall, not later than seven days after the later of the day on which the action approved by the resolution is effective or the day the corporation received the notice referred to in subsection (10), send to each dissenting shareholder who has sent such notice,

- (a) a written offer to pay for the dissenting shareholder's shares in an amount considered by the directors of the corporation to be the fair value thereof, accompanied by a statement showing how the fair value was determined; or

(b) if subsection (30) applies, a notification that it is unable lawfully to pay dissenting shareholders for their shares. R.S.O. 1990, c. B.16, s. 185 (15).

Idem

(16) Every offer made under subsection (15) for shares of the same class or series shall be on the same terms. R.S.O. 1990, c. B.16, s. 185 (16).

Idem

(17) Subject to subsection (30), a corporation shall pay for the shares of a dissenting shareholder within ten days after an offer made under subsection (15) has been accepted, but any such offer lapses if the corporation does not receive an acceptance thereof within thirty days after the offer has been made. R.S.O. 1990, c. B.16, s. 185 (17).

Application to court to fix fair value

(18) Where a corporation fails to make an offer under subsection (15) or if a dissenting shareholder fails to accept an offer, the corporation may, within fifty days after the action approved by the resolution is effective or within such further period as the court may allow, apply to the court to fix a fair value for the shares of any dissenting shareholder. R.S.O. 1990, c. B.16, s. 185 (18).

Idem

(19) If a corporation fails to apply to the court under subsection (18), a dissenting shareholder may apply to the court for the same purpose within a further period of twenty days or within such further period as the court may allow. R.S.O. 1990, c. B.16, s. 185 (19).

Idem

(20) A dissenting shareholder is not required to give security for costs in an application made under subsection (18) or (19). R.S.O. 1990, c. B.16, s. 185 (20).

Costs

(21) If a corporation fails to comply with subsection (15), then the costs of a shareholder application under subsection (19) are to be borne by the corporation unless the court otherwise orders. R.S.O. 1990, c. B.16, s. 185 (21).

Notice to shareholders

(22) Before making application to the court under subsection (18) or not later than seven days after receiving notice of an application to the court under subsection (19), as the case may be, a corporation shall give notice to each dissenting shareholder who, at the date upon which the notice is given,

(a) has sent to the corporation the notice referred to in subsection (10); and

(b) has not accepted an offer made by the corporation under subsection (15), if such an offer was made,

of the date, place and consequences of the application and of the dissenting shareholder's right to appear and be heard in person or by counsel, and a similar notice shall be given to each dissenting shareholder who, after the date of such first mentioned notice and before termination of the proceedings commenced by the application, satisfies the conditions set out in clauses (a) and (b) within three days after the dissenting shareholder satisfies such conditions. R.S.O. 1990, c. B.16, s. 185 (22).

Parties joined

(23) All dissenting shareholders who satisfy the conditions set out in clauses (22) (a) and (b) shall be deemed to be joined as parties to an application under subsection (18) or (19) on the later of the date upon which the application is brought and the date upon which they satisfy the conditions, and shall be bound by the decision rendered by the court in the proceedings commenced by the application. R.S.O. 1990, c. B.16, s. 185 (23).

Idem

(24) Upon an application to the court under subsection (18) or (19), the court may determine whether any other person is a dissenting shareholder who should be joined as a party, and the court shall fix a fair value for the shares of all dissenting shareholders. R.S.O. 1990, c. B.16, s. 185 (24).

Appraisers

(25) The court may in its discretion appoint one or more appraisers to assist the court to fix a fair value for the shares of the dissenting shareholders. R.S.O. 1990, c. B.16, s. 185 (25).

Final order

(26) The final order of the court in the proceedings commenced by an application under subsection (18) or (19) shall be rendered against the corporation and in favour of each dissenting shareholder who, whether before or after the date of the order, complies with the conditions set out in clauses (22) (a) and (b). R.S.O. 1990, c. B.16, s. 185 (26).

Interest

(27) The court may in its discretion allow a reasonable rate of interest on the amount payable to each dissenting shareholder from the date the action approved by the resolution is effective until the date of payment. R.S.O. 1990, c. B.16, s. 185 (27).

Where corporation unable to pay

(28) Where subsection (30) applies, the corporation shall, within ten days after the pronouncement of an order under subsection (26), notify each dissenting shareholder that it is unable lawfully to pay dissenting shareholders for their shares. R.S.O. 1990, c. B.16, s. 185 (28).

Idem

(29) Where subsection (30) applies, a dissenting shareholder, by written notice sent to the corporation within thirty days after receiving a notice under subsection (28), may,

- (a) withdraw a notice of dissent, in which case the corporation is deemed to consent to the withdrawal and the shareholder's full rights are reinstated; or
- (b) retain 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. R.S.O. 1990, c. B.16, s. 185 (29).

Idem

(30) 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, after the payment, would be unable to pay its liabilities as they become due; or
- (b) the realizable value of the corporation's assets would thereby be less than the aggregate of its liabilities. R.S.O. 1990, c. B.16, s. 185 (30).

Court order

(31) Upon application by a corporation that proposes to take any of the actions referred to in subsection (1) or (2), the court may, if satisfied that the proposed action is not in all the circumstances one that should give rise to the rights arising under subsection (4), by order declare that those rights will not arise upon the taking of the proposed action, and the order may be subject to compliance upon such terms and conditions as the court thinks fit and, if the corporation is an offering corporation, notice of any such application and a copy of any order made by the court upon such application shall be served upon the Commission. 1994, c. 27, s. 71 (24).

Commission may appear

(32) The Commission may appoint counsel to assist the court upon the hearing of an application under subsection (31), if the corporation is an offering corporation. 1994, c. 27, s. 71 (24).

**SCHEDULE “E”
CONSOLIDATION RESOLUTION**

RESOLVED AS A SPECIAL RESOLUTION THAT:

1. POCML 3 Inc. (“**POCML**”) is hereby authorized to file articles of amendment with the Ontario Ministry of Government and Consumer Services to amend the articles of POCML such that the issued and outstanding common shares of POCML immediately upon the effective date of such articles of amendment be consolidated on the basis of 0.91 of one “new” common share for every one “old” common share then issued and outstanding (the “**Consolidation**”).
2. The articles of amendment in respect of the Consolidation shall be in substantially the form attached as Appendix “I” hereto with such amendments, deletions or alterations as may be considered necessary or advisable by any officer of POCML in order to ensure compliance with the provisions of the *Business Corporations Act* (Ontario) and the Director appointed thereunder, as the same may be amended from time to time.
3. The board of directors of POCML is authorized, in its sole discretion, to determine not to proceed with the Consolidation without further approval of the shareholders of POCML any time prior to the endorsement by the Director of the articles of amendment in respect of the Consolidation.

APPENDIX I TO SCHEDULE “E”

(See Attached)

1. The name of the corporation is: (Set out in BLOCK CAPITAL LETTERS)
Dénomination sociale actuelle de la société (écrire en LETTRES MAJUSCULES SEULEMENT) :

[illegible]

2. The name of the corporation is changed to (if applicable) : (Set out in BLOCK CAPITAL LETTERS)
Nouvelle dénomination sociale de la société (s'il y a lieu) (écrire en LETTRES MAJUSCULES SEULEMENT) :

[illegible]

3. Date of incorporation/amalgamation:
Date de la constitution ou de la fusion :

2014-04-30

(Year, Month, Day)
(année, mois, jour)

4. Complete only if there is a change in the number of directors or the minimum / maximum number of directors.
Il faut remplir cette partie seulement si le nombre d'administrateurs ou si le nombre minimal ou maximal d'administrateurs a changé.

Number of directors is/are: minimum and maximum number of directors is/are:
 Nombre d'administrateurs : nombres minimum et maximum d'administrateurs :

Number	<u>minimum and maximum</u>
Nombre	<u>minimum et maximum</u>

_____ or _____
_____ ou _____

5. The articles of the corporation are amended as follows:
Les statuts de la société sont modifiés de la façon suivante :

To consolidate all of the issued and outstanding Common shares of the Corporation on a 0.91:1 basis, being 0.91 of one (1) post-consolidated Common share for every one (1) pre-consolidated Common share outstanding, provided, however, that all fractional shares resulting from the consolidation will be rounded down to the nearest whole number of Common shares.

6. The amendment has been duly authorized as required by sections 168 and 170 (as applicable) of the *Business Corporations Act*.
La modification a été dûment autorisée conformément aux articles 168 et 170 (selon le cas) de la *Loi sur les sociétés par actions*.
7. The resolution authorizing the amendment was approved by the shareholders/directors (as applicable) of the corporation on
Les actionnaires ou les administrateurs (selon le cas) de la société ont approuvé la résolution autorisant la modification le

(Year, Month, Day)
(année, mois, jour)

These articles are signed in duplicate.
Les présents statuts sont signés en double exemplaire.

POCML 3 INC.

(Print name of corporation from Article 1 on page 1)
(Veuillez écrire le nom de la société de l'article un à la page une).

By/
Par :

(Signature)
(Signature)

(Description of Office)
(Fonction)

SCHEDULE “F”
POCML AMALGAMATION RESOLUTION

RESOLVED AS A SPECIAL RESOLUTION THAT:

1. The amalgamation (the “**Amalgamation**”) of Neo Lithium Corp. (“**Neo Lithium**”) with POCML 3 Inc. (“**POCML**”), pursuant to which the holders of all of the outstanding common shares of POCML will receive, in lieu of the common shares of POCML held by such shareholders immediately prior to the Amalgamation, common shares of the company resulting from the Amalgamation (“**Amalco**”) on the basis of one common share of Amalco for every common share of POCML held (following a proposed consolidation of the outstanding common shares of POCML on the basis of 0.91 of one “new” common share for every one “old” common share then outstanding), all as more particularly set out in the Master Agreement dated April 8, 2016 between POCML and Neo Lithium, a copy of which is attached as Schedule “G” to the joint information circular of POCML and Neo Lithium dated June 13, 2016 (the “**Information Circular**”), all as more particularly set forth in the Information Circular, is hereby authorized and approved.
2. The board of directors of POCML is authorized, in its sole discretion, to determine not to proceed with the Amalgamation, without further approval of the shareholders of POCML at any time prior to the completion of the Amalgamation.
3. Any officer or director of POCML is authorized, for and on behalf of POCML, to execute and deliver such documents and instruments and to take such other actions as such officer or director may determine to be necessary or advisable to implement the above resolutions and the matters authorized hereby including, without limitation, the execution and filing of articles of amendment and any forms prescribed or contemplated by the *Business Corporations Act* (Ontario) in connection therewith.

**SCHEDULE “G”
MASTER AGREEMENT**

(See Attached)

MASTER AGREEMENT

THIS AGREEMENT dated as of the 8th day of April, 2016.

BETWEEN:

NEO LITHIUM CORP., a body corporate incorporated under the laws of Ontario (hereinafter referred to as “**Neo Lithium**”)

OF THE FIRST PART

- and -

POCML 3 INC., a body corporate incorporated under the laws of Ontario (hereinafter referred to as “**POCML**”)

OF THE SECOND PART

WHEREAS:

1. Neo Lithium and POCML wish to amalgamate and continue as one corporation in accordance with the terms and conditions hereof;
2. POCML and Neo Lithium are parties to the Letter Agreement (as defined herein) which contemplates such amalgamation; and
3. The parties have entered into this Agreement to provide for the matters referred to in the foregoing recitals and for other matters relating to the proposed amalgamation;

NOW THEREFORE IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT THE PARTIES HERETO AGREE AS FOLLOWS:

1. (a) Definitions. In this Agreement (including the recitals hereto) and each Schedule hereto:

“**Act**” means the *Business Corporations Act* (Ontario) as from time to time amended or re-enacted;

“**Agreement**” means this master agreement;

“**Alternative Transaction**” means a transaction to be completed by Neo Lithium instead of the Listing Transaction;

“**Amalco**” means the continuing corporation constituted upon the Amalgamation;

“**Amalco Agents’ Options**” means options to be issued to holders of POCML Agents’ Options in lieu of such POCML Agents’ Options pursuant to the Amalgamation, each Amalco Agents’ Option to entitle the holder thereof to acquire one Amalco Common Share in lieu of one POCML Post-Consolidation Share, all based on the Exchange Ratio and otherwise bearing the same terms and conditions as the POCML Agents’ Options;

“**Amalco Broker Warrants**” means share purchase warrants of Amalco to be issued to holders of POCML Broker Warrants pursuant to the Amalgamation based on the Convertible Securities Exchange Ratio, each Amalco Broker Warrant to entitle the holder thereof to acquire one Amalco Common Share in lieu of one POCML Share based on an exercise price as adjusted in accordance with the Convertible Securities Exchange Ratio, and otherwise bearing the same terms and conditions as the POCML Broker Warrants;

“**Amalco Common Shares**” means the common shares in the capital of Amalco;

“**Amalco Options**” means stock options of Amalco to be issued to holders of POCML Options pursuant to the Amalgamation based on the Convertible Securities Exchange Ratio, each Amalco Option to entitle the holder thereof to acquire one Amalco Common Share in lieu of one POCML Share based on an exercise price as adjusted in accordance with the Convertible Securities Exchange Ratio, and otherwise bearing the same terms and conditions as the POCML Options;

“**Amalgamating Parties**” means Neo Lithium and POCML;

“**Amalgamation**” means an amalgamation of Neo Lithium and POCML under the provisions of section 174 of the Act and otherwise on the terms and subject to the conditions set forth in this Agreement;

“**Amalgamation Agreement**” means the amalgamation agreement to be entered into between POCML and Neo Lithium in accordance with the terms hereof, in substantially the form set forth in Schedule “A” hereto;

“**Business Day**” means a day other than a Saturday, Sunday or a civic or statutory holiday in any of the City of Toronto, Ontario;

“**Certificate**” means the certificate of amalgamation issued by the Director in respect of the Amalgamation;

“**Certificate of Amendment**” means the certificate of amendment issued by the Director in respect of the Consolidation;

“**Confidentiality**” means to maintain in confidence and not to disclose the applicable information to third parties, except:

- (a) employees, officers, directors, consultants, agents and other representatives that need to know or ought to know in order to discharge their respective duties in an efficient manner, provided, however, that such persons agree to maintain the information to be disclosed in confidence for a period not less than two years; or
- (b) persons that are or may be interested in advancing, loaning, investing or otherwise providing potential debt or equity to a party, including banks, financial institutions, brokerage companies and their respective employees, officers, directors, consultants, agents and other representatives, provided, however, that such persons agree to maintain the information to be disclosed in confidence for a period not less than two years;

and “**Confidential**” and “**Confidence**” shall have similar meanings;

“**Consolidation**” means the consolidation of the POCML Shares on the basis of 0.91 of one “new” POCML Post-Consolidation Share for each one “old” POCML Share then outstanding;

“**Convertible Securities Exchange Ratio**” means the number of Amalco Broker Warrants and Amalco Options to be issued pursuant to the Amalgamation in exchange for each POCML Broker Warrant and each POCML Option, respectively, issued and outstanding immediately prior to the Effective Date, which number shall be 0.91;

“**Deduction**” shall have the meaning ascribed thereto in Section 29(a)(i) hereof;

“**Director**” means the Director appointed under section 278 of the Act;

“**Dissenting Neo Lithium Shareholder**” means a registered holder of Neo Lithium Shares who validly exercises the right of dissent available to such holder under section 185 of the Act in respect of the special resolution approving the Amalgamation;

“**Dissenting POCML Shareholder**” means a registered holder of POCML Shares (or POCML Post-Consolidation Shares, as the case may be) who validly exercises the right of dissent available to such holder under section 185 of the Act in respect of the special resolution approving the Amalgamation;

“**Dissenting Neo Lithium Shares**” means the Neo Lithium Shares held by Dissenting Neo Lithium Shareholders;

“**Dissenting POCML Shares**” means the POCML Shares (or POCML Post-Consolidation Shares, as the case may be) held by Dissenting POCML Shareholders;

“**Effective Date**” means the effective date of the Amalgamation as set forth in the Certificate;

“**Environmental Laws**” means all applicable federal, provincial, municipal or local Laws, regulations, orders, government decrees or ordinances with respect to environmental, health or safety matters;

“**Escrow Agent**” means Marrelli Escrow Services Inc., a corporation incorporated under the *Business Corporations Act* (Ontario), with its registered office situated at 36 Toronto Street, Suite 1000, Toronto, Ontario M5C 2C5;

“**Escrow Agreement**” means the binding escrow agent agreement dated April 8, 2016 entered into between the POCML and the Escrow Agent;

“**Exchange Ratio**” means the number of Amalco Common Shares to be issued pursuant to the Amalgamation in exchange for each Neo Lithium Share and each POCML Post-Consolidation Share issued and outstanding immediately prior to the Effective Date, which number shall be one (1).

“Going Public Transaction” means either (a) a Public Offering with a concurrent listing on a recognized Canadian stock exchange; or (b) a transaction which provides holders of the Neo Lithium Shares with comparable liquidity that such holders would receive if a Public Offering occurs, whether by means of a reverse take-over, amalgamation, merger, arrangement, take-over bid, insider bid, reorganization, joint venture, sale of all or substantially all assets, exchange of assets or similar transaction or other combination with a public corporation, including without limitation any single or multi-step transaction or series of related transactions that is structured to result in such liquidity;

“Governmental Authorities” means all applicable federal, provincial or state and municipal agencies, boards, tribunals, ministries and departments, both Canadian and foreign;

“Investor” shall have the meaning ascribed thereto in Section 29(a)(ii) hereof;

“Knowledge” means the actual knowledge, after due inquiry, of (i) the directors and officers of Neo Lithium with respect to Neo Lithium; and (ii) the directors and officers of POCML with respect to POCML;

“Law” means any applicable federal, provincial, or local statute, regulation, rule, by-law, ordinance, order, policy or consent, including the common law, as well as any other enactment, treaty, official directive or guideline issued by a Governmental Authority and the terms and conditions of any permit, licence or similar document or approval issued by a Governmental Authority, and shall also include any order, judgment, decree, injunction, ruling, award or declaration, or other decision of whatsoever nature of a court, administrative or quasi-judicial tribunal, an arbitrator or arbitration panel or a Governmental Authority of competent jurisdiction that is not subject to appeal or that has not been appealed within the requisite time therefor;

“Letter Agreement” means the Letter Agreement dated as of March 4, 2016 between POCML and Neo Lithium setting forth the terms and conditions of the Amalgamation;

“Listing Transaction” means the (a) Consolidation; and (b) Amalgamation, collectively;

“Neo Lithium Disclosed Information” means all information disclosed in writing to POCML (or its representatives) by Neo Lithium in connection with POCML’s due diligence review process;

“Neo Lithium Financial Statements” means the financial statements of Neo Lithium submitted to the TSXV in connection with the review and approval of the Amalgamation by the TSXV;

“Neo Lithium Lock-up Agreements” means the lock-up agreements between POCML and each of the directors and officers of Neo Lithium and shareholders holding in excess of 10% of the issued and outstanding Neo Lithium Shares, in each case to be entered into on or prior to the date hereof in substantially the form of agreement attached hereto as Schedule “B”;

“Neo Lithium Material Adverse Change” means any change in the financial condition, operations, assets, liabilities, or business of Neo Lithium which is materially adverse to the business of Neo Lithium, other than a change: (i) which arises out of or in connection with (x) a matter that has been disclosed in writing to POCML or its representatives by Neo Lithium or its representatives prior to the date of this Agreement or (y) the Neo Lithium Disclosed Information; (ii) resulting from conditions affecting the mineral resource industry in Argentina as a whole; (iii) resulting from the public announcement of the execution of this Agreement and the transaction contemplated herein; or (iv) resulting from general economic, financial, currency exchange, securities or commodity market conditions;

“Neo Lithium Material Adverse Effect” means any event, change or effect that is or would reasonably be expected to be materially adverse to the financial condition, operations, assets, liabilities, or business of Neo Lithium; provided, however, that a Neo Lithium Material Adverse Effect shall not include an adverse effect resulting from a change: (i) which arises out of or in connection with (x) a matter that has been disclosed in writing to POCML or its representatives by Neo Lithium or its representatives prior to the date of this Agreement or (y) the Neo Lithium Disclosed Information; (ii) resulting from conditions affecting the mineral resource industry in Argentina as whole; (iii) resulting from the public announcement of the execution of this Agreement and the transaction contemplated herein; or (iv) resulting from general economic, financial, currency exchange, securities or commodity market conditions;

“Neo Lithium Management Nominees” shall have the meaning ascribed thereto in Section 2(a)(ii);

“Neo Lithium Nominees” shall have the meaning ascribed thereto in Section 2(a)(i);

“Neo Lithium Proxy Circular” means the management proxy circular of Neo Lithium to be sent to shareholders of Neo Lithium in connection with the special meeting of shareholders of Neo Lithium being held in order to obtain the requisite shareholder approval of the Amalgamation, among other matters, in such form as may be agreed upon by POCML and Neo Lithium in accordance with applicable laws;

“Neo Lithium Shareholder” means a registered holder of Neo Lithium Shares immediately prior to the Effective Date;

“Neo Lithium Shares” means the common shares in the capital of Neo Lithium, as constituted as of the date of this Agreement;

“Neo Lithium Take-over Proposal” means a proposal or offer by a third person other than as contemplated in this Agreement, whether or not subject to a due diligence condition and whether or not in writing, to acquire in any manner, directly or indirectly, beneficial ownership of all or any material portion of Neo Lithium’s assets or to acquire in any manner, directly or indirectly, beneficial ownership of or control or direction over greater than 50% of Neo Lithium’s outstanding voting securities whether by way of take-over bid, arrangement, amalgamation, merger, consolidation or other business combination, including without limitation any single or multi-step transaction or series of related transactions that is structured to permit such third person to acquire beneficial ownership of all or any material portion of Neo Lithium’s assets or to acquire in any manner, directly or indirectly, greater than 50% of its outstanding voting securities;

“Offer” shall have the meaning ascribed thereto in Section 29(a)(ii) hereof;

“Offer Deadline” shall have the meaning ascribed thereto in Section 29(a)(ii) hereof;

“POCML Agents’ Options” means the options to acquire POCML Post-Consolidation Shares to be issued to agents pursuant to the Private Placement;

“POCML Broker Warrants” shall have the meaning ascribed thereto in subsection 12(j) hereof;

“POCML Disclosed Information” means all information (i) disclosed in writing to Neo Lithium (or its representatives) by POCML in connection with Neo Lithium’s due diligence review process; or (ii) otherwise made available to Neo Lithium (or its representatives) including by way of public disclosure by POCML;

“POCML Financial Statements” means the financial statements of POCML included in the POCML Proxy Circular or otherwise on SEDAR;

“POCML Lock-up Agreements” means the lock-up agreements between Neo Lithium and each of the directors and officers of POCML and shareholders holding in excess of 10% of the issued and outstanding POCML Shares, in each case to be entered into on or prior to the date hereof in substantially the form of agreement attached hereto as Schedule “C”;

“POCML Material Adverse Change” means any change in the financial condition, operations, assets, liabilities, or business of POCML which is materially adverse to the business of POCML, other than a change: (i) which arises out of or in connection with (x) a matter that has been publicly disclosed or otherwise disclosed in writing to Neo Lithium or its representatives by POCML or its representatives prior to the date of this Agreement or (y) the POCML Disclosed Information; (ii) resulting from the public announcement of the execution of this Agreement and the transaction contemplated herein; or (iii) resulting from general economic, financial, currency exchange, securities or commodity market conditions;

“POCML Material Adverse Effect” means any event, change or effect that is or would reasonably be expected to be materially adverse to the financial condition, operations, assets, liabilities, or business of POCML provided, however, that a POCML Material Adverse Effect shall not include an adverse effect resulting from a change: (i) which arises out of or in connection with (x) a matter that has been publicly disclosed or otherwise disclosed in writing to Neo Lithium or its representatives by POCML or its representatives prior to the date of this Agreement or (y) the POCML Disclosed Information; (ii) resulting from the public announcement of the execution of this Agreement and the transaction contemplated herein; or (iii) resulting from general economic, financial, currency exchange, securities or commodity market conditions;

“POCML Options” mean stock options of POCML issued and outstanding under the existing stock option plan of POCML from time to time;

“POCML Post-Consolidation Shares” means the common shares in the capital of POCML as constituted immediately following the Consolidation;

“POCML Proxy Circular” means the management proxy circular of POCML to be sent to shareholders of POCML in connection with the annual and special meeting of shareholders of POCML being held in order to obtain the requisite shareholder approval of the Listing Transaction, among other matters, in such form as may be agreed upon by POCML and Neo Lithium in accordance with applicable laws and the rules of the TSXV;

“POCML Shareholder” means a registered holder of POCML Post-Consolidation Shares immediately prior to the Effective Date;

“POCML Shares” means the common shares in the capital of POCML, as constituted as of the date of this Agreement (as calculated, for greater certainty, prior to the Consolidation);

“POCML Take-over Proposal” means a proposal or offer by a third person other than as contemplated in this Agreement, whether or not subject to a due diligence condition and whether or not in writing, to acquire in any manner, directly or indirectly, beneficial ownership of all or any material portion of POCML’s assets or to acquire in any manner, directly or indirectly, beneficial ownership of or control or direction over greater than 50% of POCML’s outstanding voting securities whether by way of take-over bid, arrangement, amalgamation, merger, consolidation or other business combination, including without limitation any single or multi-step transaction or series of related transactions that is structured to permit such third person to acquire beneficial ownership of all or any material portion of POCML’s assets or to acquire in any manner, directly or indirectly, greater than 50% of its outstanding voting securities;

“Private Placement” means the private placement of Subscription Receipts by POCML at a price of \$0.35 each prior to the Effective Date to raise aggregate minimum gross proceeds of \$4,200,000;

“Project” means the lithium salar and brine lake complex located in Catamarca, Argentina encompassing approximately 300 km² (containing a lithium salar and brine lake complex encompassing approximately 160 km²) with respect to which Neo Lithium holds mineral and surface access rights, and which is subject to the Royalty;

“Proportionate Interest Percentage” shall have the meaning ascribed thereto in Section 29(a)(i) hereof;

“Public Offering” means an initial public offering in Canada of securities of Neo Lithium or a successor to Neo Lithium;

“Qualifying Transaction” shall have the meaning ascribed thereto in TSXV Policy 2.4;

“Release Conditions” has the meaning ascribed to it in Section 1.1 of the Subscription Receipt Agreement;

“Royalty” mean an aggregate 1.5 percent gross revenue royalty over the Project;

“SEDAR” means the Canadian Securities Administrators’ System for Electronic Document Analysis and Retrieval;

“Subscription Receipt Agent” means Equity Financial Trust Company, in its capacity as subscription receipt agent appointed pursuant to the terms of the Subscription Receipt Agreement;

“Subscription Receipt Agreement” means the subscription receipt agreement entered into between the Subscription Receipt Agent and POCML, governing the terms of the Subscription Receipts;

“Subscription Receipt Conversion Time” means the time at which the Release Conditions are satisfied in advance of the Termination Deadline;

“Subscription Receipts” means the subscription receipts of POCML to be issued pursuant to the Private Placement, each such Subscription Receipt entitling the holder thereof to acquire one POCML Post-Consolidation Share for no additional consideration in accordance with the terms thereof, all in accordance with the terms of the Subscription Receipt Agreement;

“Superior Proposal” means an unsolicited bona fide written proposal in respect of a POCML Take-over Proposal, Going Public Transaction, Neo Lithium Take-over Proposal or Alternative Transaction in the circumstances set forth in Section 29(a)(i) in the case of Neo Lithium, which, in the opinion of the board of directors of the party which is the subject of such Superior Proposal, after consultation with its financial advisors, constitutes a commercially feasible transaction for which adequate financial arrangements have been made and which could be carried out within a time frame that is reasonable in the circumstances and, if consummated, would be a transaction superior to the Listing Transaction and related matters contemplated hereby from a financial point of view to the shareholders of the party which is the subject of such Superior Proposal;

“Termination Deadline” means 5:00 p.m. (Toronto time) on September 30, 2016;

“Transfer Agent” means Equity Financial Trust Company, in its capacity as registrar and transfer agent for the POCML Post-Consolidation Shares;

“Termination Date” shall have the meaning ascribed thereto in Section 29(a) hereof; and

“TSXV” means TSX Venture Exchange.

(b) Whenever used herein, the phrase “**after due inquiry**” means a process reasonably calculated to elicit such material information relating to that inquiry as the applicable party is expressly requested hereunder to disclose.

2. **Amalgamation.** The Amalgamating Parties hereby agree to amalgamate and continue as one corporation under the provisions of the Act upon the terms and conditions hereinafter set out. In furtherance of the foregoing, subject to the terms and conditions herein set forth and on the basis of the covenants, representations, warranties and agreements of the parties herein contained, each of Neo Lithium and POCML (i) acknowledges and agrees that certain of the POCML Post-Consolidation Shares to be issued pursuant to the Listing Transaction will be subject to escrow requirements imposed by the TSXV; and (ii) covenants and agrees to:

- (a) enter into the Amalgamation Agreement forthwith after receipt of the requisite approvals of the shareholders of each of Neo Lithium and POCML to the Consolidation and Amalgamation, as applicable, and the issuance of the Certificate of Amendment all as further set forth herein, which Amalgamation Agreement shall give effect to the Amalgamation as well as the following matters:
 - (i) the setting of the board of directors of Amalco at five (5) directors, each of which shall be a nominee of Neo Lithium (collectively, the “**Neo Lithium Nominees**”);
 - (ii) the appointment of management of Amalco which shall be comprised of nominees of Neo Lithium (the “**Neo Lithium Management Nominees**”); and
 - (iii) the name of Amalco which shall be determined by Neo Lithium and be acceptable to the Ontario Ministry of Government and Consumer Services and the TSXV,

in each case subject to the receipt of all applicable regulatory approvals and all in a manner that complies with the regulations of the TSXV and applicable securities laws;

- (b) co-operate with each other in the preparation and issuance of the Neo Lithium Proxy Circular and POCML Proxy Circular, and in connection therewith provide the other parties with such information and material concerning its affairs as such other parties shall reasonably request;
- (c) use all commercially reasonable efforts and do all things necessary or reasonably desirable on its part to facilitate the implementation of the Amalgamation and all related matters in connection therewith as set forth in the Neo Lithium Proxy Circular and POCML Proxy Circular, including without limiting the generality of the foregoing, applying for, obtaining and/or effecting as applicable: (i) the approval of the TSXV for the listing thereon of the Amalco Common Shares to be issued in connection with the Listing Transaction, which is intended to constitute a Qualifying Transaction for POCML; (ii) in the case of POCML, effect the Consolidation prior to the Effective Date; and (iii) obtain such other consents, orders or approvals as counsel to Neo Lithium and POCML may advise are necessary or desirable to be obtained for the implementation of the Amalgamation, including without limitation those referred to in Sections 10 and 11 hereof, and preparing and delivering all necessary documents in connection therewith; and

- (d) take and cause to be taken such other steps and actions and execute such other documents, agreements and instruments as may be reasonably necessary or desirable in connection with the consummation of the transactions contemplated hereby.
3. **Private Placement.** In addition, prior to the Effective Date, POCML shall use commercially reasonable efforts to complete the Private Placement. Upon each closing of the Private Placement, the gross proceeds raised from the sale of the Subscription Receipts shall be deposited with the Escrow Agent pursuant to the terms of the Escrow Agreement, and such funds and all interest earned thereon will only be released to POCML in the event that the Release Conditions are satisfied or waived on or prior to the Termination Deadline. In connection with the Amalgamation, each POCML Post-Consolidation Share issued on deemed exercise of the Subscription Receipts will thereafter be automatically exchanged for an Amalco Common Share based on the Exchange Ratio. If either the Release Conditions have not been satisfied on or before the Termination Deadline or POCML, prior to the Termination Deadline, shall have provided notice to the Subscription Receipt Agent that the Amalgamation shall not occur, on the date of either such event, the Subscription Receipts shall be automatically cancelled without any further action or formality and POCML shall direct the Escrow Agent to refund the aggregate proceeds raised from the same of such Subscription Receipts as soon as possible thereafter, less any withholding tax or charges required to be withheld in respect thereof.
4. **Effect of Amalgamation.** On the Effective Date, subject to the Act:
- (a) the amalgamation of the Amalgamating Parties and their continuance as one corporation, Amalco, under the terms and conditions prescribed in this Agreement shall be effective;
 - (b) the property of each of the Amalgamating Parties shall continue to be the property of Amalco;
 - (c) Amalco shall continue to be liable for the obligations of each of the Amalgamating Parties;
 - (d) any existing cause of action, claim or liability to prosecution with respect to either or both of the Amalgamating Parties shall be unaffected;
 - (e) any civil, criminal or administrative action or proceeding pending by or against any of the Amalgamating Parties may be continued to be prosecuted by or against Amalco;
 - (f) any conviction against, or ruling, order or judgment in favour of or against, any of the Amalgamating Parties may be enforced by or against Amalco;
 - (g) the board of directors of Amalco shall be comprised of five (5) directors, each of which shall be a Neo Lithium Nominee;
 - (h) the management of Amalco shall be comprised of the Neo Lithium Management Nominees;
 - (i) the name of Amalco shall be as determined by Neo Lithium and acceptable to the Ontario Ministry of Government and Consumer Services and the TSXV; and

- (j) the articles of amalgamation of Amalco shall be deemed to be the articles of incorporation of Amalco and the Certificate shall be deemed to be the Certificate of Incorporation of Amalco.
5. **Treatment of Securities.** Subject to section 19 hereof, on the Effective Date:
- (a) each issued and outstanding POCML Post-Consolidation Share (other than Dissenting POCML Shares) shall be exchanged for one fully paid Amalco Common Share;
 - (b) each issued and outstanding Neo Lithium Share (other than Dissenting Neo Lithium Shares) shall be exchanged for one fully paid Amalco Common Share;
 - (c) the issued and outstanding POCML Broker Warrants and POCML Options shall be exchanged for Amalco Broker Warrants and Amalco Options, respectively, based on the Convertible Securities Exchange Ratio; and
 - (d) each POCML Agents' Option shall be exchanged for one Amalco Agents' Option, based on the Exchange Ratio.
6. **Fractional Shares.** Notwithstanding section 5 of this Agreement, no fractional Amalco Common Shares, Amalco Broker Warrants or Amalco Agents' Options will be issuable pursuant to the Amalgamation, and no cash payment or other form of consideration will be payable in lieu thereof. Any such fractional Amalco Common Share, Amalco Broker Warrant or Amalco Agents' Option interest to which a securityholder would otherwise be entitled pursuant to the Amalgamation will be rounded down to the nearest whole Amalco Common Share, Amalco Broker Warrant or Amalco Agents' Option, respectively.
7. **Certificates.** On the Effective Date:
- (a) the holders of Neo Lithium Shares (other than Dissenting Neo Lithium Shareholders who are ultimately entitled to be paid fair value for their Neo Lithium Shares) and POCML Post-Consolidation Shares (other than Dissenting POCML Shareholders who are ultimately entitled to be paid fair value for their POCML Post-Consolidation Shares), POCML Broker Warrants and POCML Agents' Options shall be deemed to be the registered holders of the Amalco Common Shares, Amalco Broker Warrants and Amalco Agents' Options to which they are entitled hereunder, respectively. Neo Lithium Shareholders and POCML Shareholders shall be required to deliver and surrender to the Transfer Agent the certificates representing their respective Neo Lithium Shares and POCML Post-Consolidation Shares, which have been exchanged for Amalco Common Shares in accordance with section 5(b) hereof, and such other documentation as may be required by the Transfer Agent, following which the Transfer Agent shall, as soon as practicable, issue to such Neo Lithium Shareholders and POCML Shareholders certificates representing the number of Amalco Common Shares to which each of such holders is entitled. Amalco shall issue and deliver certificates representing the Amalco Broker Warrants and Amalco Agents' Options to the registered holders of all POCML Broker Warrants and POCML Agents' Options as soon as practicable after the Effective Date, without any further action on the part of the holders thereof. All POCML Options shall remain outstanding and shall thereafter entitle the holders thereof to acquire Amalco Common Shares in lieu of POCML Post-Consolidation Shares based on the Exchange Ratio, without any further action on the part of the holders thereof; and

- (b) certificates evidencing Neo Lithium Shares, POCML Post-Consolidation Shares, POCML Broker Warrants and POCML Agents' Options shall cease to represent any claim upon or interest in Neo Lithium, POCML or Amalco other than the right of the registered holder to receive pursuant to the terms hereof and the Amalgamation, Amalco Common Shares, Amalco Broker Warrants or Amalco Agents' Options, as applicable, in accordance with section 5 hereof, all as further set forth herein.
- 8. **Stated Capital.** The amount to be added to the stated capital account maintained in respect of the Amalco Common Shares in connection with the issue of Amalco Common Shares under section 5 hereof on the Effective Date shall be the amount which is the sum of the stated capital of the issued and outstanding Neo Lithium Shares and of the stated capital of the issued and outstanding POCML Post-Consolidation Shares immediately prior to the Amalgamation.
- 9. **Articles of Amalgamation.** Upon the shareholders of Neo Lithium and POCML approving the Amalgamation on the terms and subject to the conditions set forth in this Agreement, in each case by special resolution, and provided that the conditions to the completion of the Amalgamation specified in Sections 14, 15 and 16 hereof have then been satisfied or waived (to the extent such waiver is permitted hereunder), Neo Lithium and POCML shall jointly file, in duplicate, with the Director, articles of amalgamation in prescribed form providing for the Amalgamation and such other documents as may be required pursuant to the Act.
- 10. **Covenants of Neo Lithium.** Neo Lithium hereby covenants and agrees with POCML that it will:
 - (a) convene and hold a special meeting of its shareholders for the purpose of considering the Amalgamation as soon as reasonably practicable and in connection therewith, as promptly as reasonably practicable, prepare the Neo Lithium Proxy Circular with POCML, together with any other documents required by applicable legislation in connection with the approval of the Amalgamation, which Neo Lithium Proxy Circular shall include a recommendation of the board of directors of Neo Lithium that the shareholders of Neo Lithium vote in favour of the Amalgamation, and which recommendation shall not be withdrawn or amended in any manner other than where required in connection with the exercise by the board of directors of Neo Lithium of their fiduciary duties;
 - (b) act in good faith and use commercially reasonable efforts to cause each of the conditions precedent to the Amalgamation set forth in sections 14 and 15 hereof to be complied with;
 - (c) cooperate fully with POCML and use all reasonable commercial efforts to assist POCML in connection with the Listing Transaction (including (i) with respect to obtaining the approval of the TSXV in connection therewith which shall require, without limitation, the preparation of the Neo Lithium Financial Statements; and (ii) obtain all third party approvals required in connection with the Listing Transaction) unless such cooperation would subject Neo Lithium to liability or be in breach of applicable statutory or regulatory requirements;
 - (d) unless POCML otherwise agrees in writing, until the earlier of the Effective Date or the date that this Agreement is terminated by its terms,
 - (i) Neo Lithium shall conduct business in a prudent and business-like manner and not take any action except in accordance with the usual and ordinary course of

business and consistent with past practice or as contemplated herein or in the Neo Lithium Proxy Circular, use all commercially reasonable efforts to maintain and preserve its business organization, assets, employees and advantageous business relationships, including without limitation taking all steps necessary or desirable to maintain the Project in good standing;

- (ii) Neo Lithium shall not directly or indirectly, amend its constating documents, declare, set aside or pay any dividend or other distribution or payment or otherwise, to or for the benefit of its shareholders or reduce its stated capital;
 - (iii) Neo Lithium will not dispose of (or agree to dispose of) any material assets or enter into any new contracts or effect any transactions which (individually or collectively) could reasonably be considered to be other than in the ordinary course of business of Neo Lithium;
 - (iv) Neo Lithium will not, directly or indirectly, issue or sell or agree to issue or sell, any additional Neo Lithium Shares, or any options, warrants, calls, conversion privileges or other rights of any kind to acquire any Neo Lithium Shares; and
 - (v) Neo Lithium will not borrow any sums of money or incur any indebtedness in an aggregate amount in excess of \$100,000 (other than trade payables incurred in the ordinary course), nor make loans, advances or similar payments to any party (excluding routine advances to employees of Neo Lithium for expenses incurred in the ordinary course), nor make any capital expenditures in an amount exceeding \$150,000 in the aggregate;
- (e) use commercially reasonable efforts to assist POCML in connection with the completion of the Private Placement;
 - (f) use its reasonable commercial efforts to cause Neo Lithium Lock-up Agreements to be duly executed by each of its directors, officers and shareholders holding in excess of 10% of the issued and outstanding Neo Lithium Shares; and
 - (g) subject to the approval of the shareholders of each of Neo Lithium and POCML being obtained for the completion of the Amalgamation and Consolidation, as applicable, and subject to all applicable regulatory approvals being obtained, including the conditional approval of the TSXV, and the issuance of the certificate of amendment issued by the Director with respect to the Consolidation, thereafter jointly with POCML, file with the Director the articles of amalgamation and such other documents as may be required to give effect to the Amalgamation upon and subject to the terms and conditions of this Agreement.

11. **Covenants of POCML.** POCML hereby covenants and agrees with Neo Lithium that it will:

- (a) convene and hold an annual and special meeting of its shareholders for the purpose of considering the Listing Transaction as contemplated hereby as soon as reasonably practicable and in connection therewith, as promptly as reasonably practicable, prepare the POCML Proxy Circular with Neo Lithium, together with any other documents required by applicable legislation in connection with the approval of the Listing Transaction, which POCML Proxy Circular shall include a recommendation of the board of directors of POCML that the shareholders of POCML vote in favour of each of the

Amalgamation and Consolidation, and which recommendation shall not be withdrawn or amended in any manner other than where required in connection with the exercise by the board of directors of POCML of their fiduciary duties;

- (b) use commercially reasonable efforts to complete the Private Placement;
- (c) act in good faith and use commercially reasonable efforts to cause each of the conditions precedent set forth in section 14 and 16 hereof to be complied with;
- (d) cooperate fully with Neo Lithium and use all reasonable commercial efforts to assist Neo Lithium in connection with the Listing Transaction unless such cooperation would subject POCML to liability or be in breach of applicable statutory or regulatory requirements;
- (e) unless Neo Lithium otherwise agrees in writing, until the earlier of the Effective Date or the date that this Agreement is terminated by its terms,
 - (i) POCML shall conduct business in a prudent and business-like manner and not take any action except in accordance with the usual and ordinary course of business and consistent with past practice or as contemplated herein or in the POCML Proxy Circular, and shall use all commercially reasonable efforts to maintain and preserve its business organization, assets, employees and advantageous business relationships;
 - (ii) POCML shall not directly or indirectly, amend its constating documents, declare, set aside or pay any dividend or other distribution or payment or otherwise to or for the benefit of its shareholders or reduce its stated capital, other than in connection with the Private Placement, Consolidation and Amalgamation as contemplated hereby;
 - (iii) POCML will not dispose of (or agree to dispose of) any material assets and will not enter into any new contracts of effect any transactions which (individually or collectively) could reasonably be considered to be other than in the ordinary course of business of POCML, other than the Private Placement or as otherwise contemplated hereby;
 - (iv) POCML will not, directly or indirectly, issue or sell or agree to issue or sell, any additional POCML Shares, or any options, warrants, calls, conversion privileges or other rights of any kind to acquire any POCML Shares other than (i) pursuant to the exercise of any stock options or other convertible securities of POCML that are outstanding on the date hereof; or (ii) pursuant to the Private Placement as contemplated hereby; and
 - (v) POCML will not borrow any money or incur any indebtedness (other than trade payables incurred in the ordinary course), nor make loans, advances or similar payments to any party (excluding advances to Neo Lithium or third parties for expenses reasonably necessary to carry out the matters contemplated hereby), nor make any expenditures except those that are reasonably necessary to carry out the matters contemplated hereby, that are necessary to fulfill POCML's obligations as a public company or that are incurred to reimburse directors or officers for

reasonable expenses incurred for the foregoing purposes, all subject to compliance with the requirements of the TSXV;

- (f) if the Release Conditions are satisfied, ensure that, prior to the Effective Date, all outstanding Subscription Receipts are exercised or deemed exercised by the holders thereof in accordance with their terms;
- (g) use its reasonable commercial efforts to cause POCML Lock-up Agreements to be duly executed by each of its directors, officers and shareholders holding in excess of 10% of the issued and outstanding POCML Shares; and
- (h) use its best efforts to ensure that all POCML Options and POCML Broker Warrants are exercised within 90 days of the Effective Date; and
- (i) subject to the approval of the shareholders of each of Neo Lithium and POCML being obtained for the completion of the Amalgamation and Consolidation, as applicable, and the obtaining of all applicable regulatory approvals, including the conditional approval of the TSXV, and the issuance of the certificate of amendment by the Director in connection with the Consolidation, thereafter jointly with Neo Lithium, file with the Director the articles of amalgamation and such other documents as may be required to give effect to the Amalgamation upon and subject to the terms and conditions of this Agreement.

12. **Representations and Warranties of POCML.** POCML represents and warrants to and in favour of Neo Lithium as follows, and acknowledges that Neo Lithium is relying upon such representations and warranties:

- (a) POCML is a corporation existing under the laws of Ontario and has the corporate power, capacity and authority to sell, issue and deliver the Subscription Receipts; issue and deliver the POCML Post-Consolidation Shares underlying the Subscription Receipts (subject to the receipt of all applicable shareholder and regulatory approvals and the filing of articles of amendment to give effect to the Consolidation); create, issue and deliver the POCML Agents' Options; carry on its business as currently conducted; own, lease and operate its property and assets; enter into and perform its obligations under this Agreement in accordance with the provisions hereof;
- (b) this Agreement has been duly authorized, executed and delivered by POCML and constitutes a valid and binding obligation of POCML enforceable in accordance with its terms (subject to such limitations and prohibitions as may exist or may be enacted in applicable laws relating to bankruptcy, insolvency, liquidation, moratorium, reorganization, arrangement or winding-up and other laws, rules and regulations of general application affecting the rights, powers, privileges, remedies and/or interests of creditors generally) and no other corporate proceeding on the part of POCML, other than the submission of the Amalgamation and Consolidation to the holders of the POCML Shares, is necessary to authorize this Agreement and the transactions contemplated hereby;
- (c) at the time of issue, the issue, sale and delivery of the Subscription Receipts, the issue and delivery of the POCML Post-Consolidation Shares upon conversion of the Subscription Receipts in accordance with the terms thereof, will have all been authorized by all necessary corporate action on the part of POCML (subject to the receipt of all

applicable shareholder and regulatory approvals and the filing of articles of amendment to give effect to the Consolidation);

- (d) there is no requirement to make any filing with, give any notice to, or obtain any authorization of, any governmental authority, or to obtain any consent, approval or authorization of any other party or person (other than the approval of holders of the POCML Shares as required by the Act), as a condition to the lawful completion of the transactions contemplated by this Agreement, including specifically the Amalgamation and Consolidation, except for the filing of the articles of amalgamation giving effect to the Amalgamation, the filing of the articles of amendment giving effect to the Consolidation and other filings, notifications and authorizations required under applicable securities laws and the rules of the TSXV;
- (e) on the Effective Date, assuming the prior issuance of the certificate of amendment by the Director with respect to the Consolidation:
 - (i) the POCML Post-Consolidation Shares will be duly and validly issued and outstanding as fully paid and non-assessable;
 - (ii) the POCML Options, POCML Broker Warrants and POCML Agents' Options will be duly and validly created and issued; and
 - (iii) the POCML Post-Consolidation Shares underlying the POCML Agents' Options, POCML Broker Warrants and POCML Options will be authorized or reserved for issuance upon exercise thereof, and upon such exercise and payment of the applicable exercise price, will be duly and validly issued as fully paid and non-assessable POCML Post-Consolidation Shares;
- (f) POCML has no "subsidiary", as such term is defined in the Act;
- (g) POCML is a "capital pool company" as defined in TSXV Policy 2.4 and has never carried on any active business other than as required in connection with the search for and evaluation of potential Qualifying Transactions;
- (h) POCML never received, handled, used, stored, treated, shipped or disposed of any contaminants regulated by Environmental Law in the course of its business;
- (i) the authorized capital of POCML consists of an unlimited number of POCML Shares and an unlimited number of special shares, of which 7,000,000 POCML Shares are issued and outstanding, all of which shares are fully paid and non-assessable;
- (j) other than an aggregate of 700,000 POCML Options (each exercisable to acquire one POCML Share until January 15, 2020 at an exercise price of \$0.15) and 160,000 broker warrants ("**POCML Broker Warrants**") (each exercisable to acquire one POCML Share until January 15, 2017 at an exercise price of \$0.15), no person, firm, corporation or other entity holds any securities convertible or exchangeable into securities of POCML, or now has any agreement, warrant, option, right or privilege (whether pre-emptive or contractual) being or capable of becoming an agreement, option or right for the purchase, subscription or issuance of any unissued shares, securities (including convertible securities) or warrants of POCML other than as contemplated hereby;

- (k) POCML is the absolute legal and beneficial owner of, and has good and marketable title to, all of the material property or assets thereof free of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands whatsoever, other than those reflected or reserved against in the POCML Financial Statements;
- (l) all taxes (including income tax, capital tax, payroll taxes, employer health tax, workers' compensation payments, property taxes, custom and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto including any arrears, penalty and interest payable with respect thereto (collectively, "**Taxes**") due and payable or required to be collected or withheld and remitted, by POCML have been paid, collected or withheld and remitted, as applicable. All tax returns, declarations, remittances and filings required to be filed by POCML have been filed with all appropriate governmental authorities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom that would make any of them misleading. No examination of any tax return of POCML is currently in progress and there are no issues or disputes outstanding with any governmental authority respecting any taxes that have been paid, or may be payable, by POCML. There are no agreements, waivers or other arrangements with any taxation authority providing for an extension of time for any assessment or reassessment of taxes with respect to POCML;
- (m) POCML is now, and on the Effective Date will be, a reporting issuer in the provinces of Ontario, British Columbia and Alberta. The issued and outstanding POCML Shares are listed and posted for trading on the TSXV;
- (n) POCML is not in default or breach of this Agreement, and neither (i) the execution and delivery of, and the compliance with the terms of, this Agreement; nor (ii) the completion of the Consolidation or Amalgamation in accordance with the terms hereof; will result in a material breach of, and do not and will not create a state of facts which, after notice or lapse of time or both, will result in a breach of, and do not and will not conflict with: (i) any statute, rule or regulation applicable to POCML; (ii) any of the terms, conditions or provisions of the constating documents or by-laws or resolutions of the directors or shareholders of POCML; (iii) any trust indenture, agreement, instrument, lease, license, permit or other document to which POCML is a party or will be contractually bound as of the Effective Date; or (iv) any judgment, decree or order binding on POCML, or any of its assets, which default, breach or conflict might reasonably be expected to result in a POCML Material Adverse Effect;
- (o) the POCML Financial Statements: (i) are, in all material respects, consistent with the books and records of POCML for the periods covered thereby; (ii) contain and reflect all material adjustments for the fair presentation of the results of operations and the financial condition of the business of POCML for the periods covered thereby; and (iii) present fully, fairly and correctly, the assets and financial condition of POCML as at the dates thereof and the results of operations and the changes in financial position for the periods then ended;
- (p) there are no actions, suits, proceedings or inquiries, pending or threatened against or affecting POCML at law or in equity or before or by any federal, provincial, municipal or other governmental department, commission, board, bureau, agency or instrumentality, or any inquiry or investigation (whether formal or informal) in relation to POCML or its directors or officers pending or threatened by the TSXV, any securities commission or

any similar regulatory body, in any case which in any way could reasonably be expected to result in a POCML Material Adverse Effect, and POCML is not aware of any existing ground on which any such action, suit, proceeding, inquiry or investigation might be commenced with any reasonable likelihood of success. There have been no past unresolved or threatened, and to the best of POCML's knowledge, after due inquiry, there are no pending claims, complaints, notices or requests for information received by POCML with respect to any alleged material violation of any law, statute, order, regulation, ordinance or decree; and to the best of POCML's knowledge, after due inquiry, no conditions exist at, on or under any property now or previously owned, operated or leased by POCML which, with the passage of time, or the giving of notice or both, would give rise to liability under any law, statute, order, regulation, ordinance or decree that, individually or in the aggregate, has or may reasonably be expected to have a POCML Material Adverse Effect;

- (q) no order ceasing or suspending trading in securities of POCML or prohibiting the sale of securities by POCML has been issued that remains outstanding and, to the best of POCML's knowledge, after due inquiry, no proceedings for this purpose have been instituted, are pending, contemplated or threatened by any securities commission or self-regulatory organization, and POCML is not in default of any material requirement of any applicable securities legislation;
- (r) POCML has not, directly or indirectly, declared or paid any dividend or declared or made any other distribution on any of its securities of any class, or, directly or indirectly, redeemed, purchased or otherwise acquired any of its securities or agreed to do any of the foregoing, other than pursuant to the Private Placement. There is not, in the constating documents, by-laws or in any material agreement, or other instrument or document to which POCML is a party, any restriction upon or impediment to, the declaration of dividends by the directors of POCML or the payment of dividends by POCML to the holders of POCML Shares;
- (s) there are no debts or amounts owing to POCML by any of its officers, former officers, directors, former directors, shareholders, employees or former employees, or any family member of any such person, or any other person with whom POCML does not deal at arm's length, except pursuant to the Private Placement, the Amalgamation and any amounts advanced to such person for expenses incurred on behalf of POCML in the ordinary course;
- (t) there are no plans for retirement, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, incentive or otherwise contributed to or required to be contributed to, by POCML for the benefit of any current or former director, officer, employee or consultant of POCML;
- (u) there are no termination or severance payments that will become payable to any directors or officers of POCML as a result of the consummation of any of the matters contemplated hereby;
- (v) POCML has sufficiently accrued in its POCML Financial Statements an adequate reserve related to present or future abandonment costs, in accordance with generally accepted accounting principles in Canada;

- (w) the operations of POCML are and have been conducted in compliance with all applicable laws, rules, regulations, orders and directions of government and other competent authorities, subject to exceptions which do not have a POCML Material Adverse Effect;
- (x) POCML does not have any assets other than as set forth in the POCML Financial Statements. POCML does not have any liabilities other than as set forth in the POCML Financial Statements or as incurred in connection with the transactions contemplated hereby, other than liabilities which would not reasonably be expected to result in a POCML Material Adverse Effect.
- (y) no agent, broker, investment banker or other firm or person is or will be entitled to claim against POCML or Neo Lithium for any broker's or finder's fee or other commission or similar fee incurred by POCML in connection with any of, or the consummation of any of, the transactions contemplated hereby, other than the Private Placement;
- (z) POCML is not a party to any material contract or commitment; or a party to or bound by any guarantee, indemnification, surety or similar obligations; or a party to any (i) material joint venture or similar agreement; (ii) indenture, mortgage, note, instalment obligation, agreement or other instrument relating to the borrowing of money by the relevant company; or (iii) contract which will limit in any respect the freedom of POCML to compete in any line of business or with any person in any way, except in any case which would not reasonably be expected to result in a POCML Material Adverse Effect;
- (aa) the description of POCML contained in the POCML Proxy Circular shall not, at the time of both (i) the first submission thereof to the TSXV; and (ii) the filing thereof on SEDAR, fail to be true and correct in any material respect or contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading;
- (bb) since the date of POCML Financial Statements, POCML has not carried on any material business, purchased, leased or otherwise acquired, or agreed to purchase, lease or otherwise acquire, any properties or assets;
- (cc) POCML is not party to or bound or affected by any commitment, agreement or document containing any covenant which expressly limits the freedom of POCML to compete in any line of business, transfer or move any of its assets or operations;
- (dd) POCML does not maintain any insurance;
- (ee) none of POCML nor any other person associated with or acting on behalf of POCML including, without limitation, any director, officer, agent or employee of POCML (I) used any corporate funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity; (II) made any unlawful payment to foreign or domestic government officials or employees or to foreign or domestic political parties or campaigns from corporate funds; (III) violated any provision of the Corruption of Foreign Public Officials Act; or (IV) made any other unlawful payment;
- (ff) POCML maintains a system of internal accounting controls sufficient to provide reasonable assurance that: (I) transactions are executed in accordance with management's general or specific authorizations; (II) access to assets is permitted only in accordance

with management's general or specific authorization; and (III) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences; and

- (gg) neither POCML, nor to the best of POCML's knowledge, after due inquiry, any other person, is in default in any material respect in the observance or performance of any term, covenant or obligation to be performed by POCML or such other person under any material agreement and all such contracts are in valid and subsisting in full force and effect, enforceable in accordance with the terms thereof, and no event has occurred which with notice or lapse of time or both would constitute such a default by POCML or, to the best of POCML's knowledge, after due inquiry, any other party.

13. **Representations and Warranties of Neo Lithium.** Neo Lithium represents and warrants to and in favour of POCML as follows, and acknowledges that POCML is relying upon such representations and warranties:

- (a) Neo Lithium is a corporation existing under the laws of Ontario and has the corporate power, capacity and authority to carry on its business as currently conducted; own, lease and operate its property and assets; and enter into and perform its obligations under this Agreement in accordance with the provisions hereof;
- (b) this Agreement has been duly authorized, executed and delivered by Neo Lithium and constitutes a valid and binding obligation of Neo Lithium enforceable in accordance with its terms (subject to such limitations and prohibitions as may exist or may be enacted in applicable laws relating to bankruptcy, insolvency, liquidation, moratorium, reorganization, arrangement or winding-up and other laws, rules and regulations of general application affecting the rights, powers, privileges, remedies and/or interests of creditors generally) and no other corporate proceeding on the part of Neo Lithium, other than the submission of the Amalgamation to the holders of the Neo Lithium Shares, is necessary to authorize this Agreement and the transactions contemplated hereby;
- (c) there is no requirement to make any filing with, give any notice to, or obtain any authorization of, any governmental authority, or, except as disclosed in the Neo Lithium Disclosed Information, to obtain any consent, approval or authorization of any other party or person (other than the approval of holders of the Neo Lithium Shares as required by the Act), as a condition to the lawful completion of the transactions contemplated by this Agreement, including specifically the Amalgamation, except for the filing of the articles of amalgamation giving effect to the Amalgamation and other filings, notifications and authorizations required under applicable securities laws and the rules of the TSXV;
- (d) on the Effective Date, the Neo Lithium Shares will be duly and validly issued and outstanding as fully paid and non-assessable;
- (e) Neo Lithium has no "subsidiary" as such term is defined in the Act, other than LIEX S.A., its Argentinean subsidiary which holds the Project, and of which Neo Lithium legally and beneficially owns 90% and beneficially owns the remaining 10%;
- (f) to the best of Neo Lithium's knowledge, after due inquiry, and other than any violation or other matter referred to in this subparagraph that does not result in a Neo Lithium Material Adverse Effect;

- (i) Neo Lithium is not in violation of any Environmental Laws;
 - (ii) Neo Lithium has operated its business at all times and has received, handled, used, stored, treated, shipped and disposed of all contaminants without violation of Environmental Laws;
 - (iii) there have been no spills, releases, deposits or discharges of hazardous or toxic substances, contaminants or wastes into the earth, air or into any body of water or any municipal or other sewer or drain water systems by Neo Lithium;
 - (iv) no orders, directions or notices have been issued and remain outstanding pursuant to any Environmental Laws relating to the business or assets of Neo Lithium;
 - (v) Neo Lithium has not failed to report to the proper federal, provincial, municipal or other political subdivision, government, department, commission, board, bureau, agency or instrumentality, domestic or foreign the occurrence of any event which is required to be so reported by an Environmental Law; and
 - (vi) Neo Lithium holds all licenses, permits and approvals required under any Environmental Laws in connection with the operation of its business and the ownership and use of its assets, all such licenses, permits and approvals are in full force and effect, and except for notifications and conditions of general application to assets of the type owned by Neo Lithium, Neo Lithium has not received any notification pursuant to any Environmental Laws that any work, repairs, constructions or capital expenditures are required to be made by it as a condition of continued compliance with any Environmental Laws, or any licence, permit or approval issued pursuant thereto, or that any licence, permit or approval referred to above is about to be reviewed, made subject to limitation or conditions, revoked, withdrawn or terminated;
- (g) Neo Lithium owns and controls, directly or indirectly, and has good and marketable title to, all of the material property or assets thereof, including without limitation, the Project, in each case free of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands whatsoever, other than those reflected or reserved against in the Neo Lithium Financial Statements and subject to the usual qualifications on title in respect of ground leases to utilities, municipal agreements, railway siding agreements, easements for streets, alleys, highways, telephone lines, gas pipelines, power lines and railways, and no other property rights are necessary for the conduct of the businesses of Neo Lithium as currently conducted; Neo Lithium does not know of any claim or basis for any claim that might or could adversely affect the right thereof to use, transfer or otherwise exploit such property rights and Neo Lithium does not have any responsibility or obligation to pay any commission, royalty, licence fee or similar payment to any person with respect to the property rights thereof other than as set forth in the Neo Lithium Disclosed Information. Applying customary standards in the mining industry, Neo Lithium has sufficient title to or valid leasehold interests in the Project for the conduct of the business of Neo Lithium as currently conducted, free and clear of any title defect or encumbrance, except for such defects in title or encumbrances that, individually or in the aggregate, do not have, and would not reasonably be expected to constitute a Neo Lithium Material Adverse Effect;

- (h) Neo Lithium holds the exploration rights in respect of the minerals located in the Project in which Neo Lithium has an interest under valid, subsisting and enforceable title documents or other recognized and enforceable agreements or instruments, sufficient to permit Neo Lithium to explore for the minerals relating thereto (including, without limitation, lithium);
- (i) Neo Lithium holds all licenses, permits and approvals required under any applicable Laws in connection with the operation of its business and the ownership and use of its assets (including, without limitation, the Project), all such licenses, permits and approvals are in full force and effect, and except for notifications and conditions of general application to assets of the type owned by Neo Lithium, Neo Lithium has not received any notification pursuant to any Law that any work, repairs, constructions or capital expenditures are required to be made by it as a condition of continued compliance with any Laws, or any licence, permit or approval issued pursuant thereto, or that any licence, permit or approval referred to above is about to be reviewed, made subject to limitation or conditions, revoked, withdrawn or terminated;
- (j) Neo Lithium is, in all material respects, conducting its business in compliance with all applicable laws, rules and regulations (including all material applicable federal, provincial, municipal, and local zoning, environmental, controlled substance laws and regulations and other lawful requirements of any governmental or regulatory body, including, but not limited, to relevant permits and licenses) of each jurisdiction in which its business is carried on and is licensed, registered or qualified in all jurisdictions in which it owns, leases or operates its property or carries on business to enable its business to be carried on as now conducted and contemplated to be conducted and its property and assets to be owned, leased and operated and all such licences, registrations and qualifications are valid, subsisting and in good standing and it has not received a notice of non-compliance, nor knows of, nor has reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such laws, regulations or permits which could have a Neo Lithium Material Adverse Effect;
- (k) the authorized capital of Neo Lithium consists of an unlimited number of Neo Lithium Shares, of which 27,000,000 Neo Lithium Shares are issued and outstanding as at the date hereof, all of which shares are fully paid and non-assessable;
- (l) no person, firm, corporation or other entity holds any securities convertible or exchangeable into securities of Neo Lithium or now has any agreement, warrant, option, right or privilege (whether pre-emptive or contractual) being or capable of becoming an agreement, option or right for the purchase, subscription or issuance of any unissued shares, securities (including convertible securities) or warrants of Neo Lithium;
- (m) to the knowledge of Neo Lithium, after due inquiry: (i) none of the outstanding Neo Lithium Shares are subject to any escrow restrictions, pooling arrangements or voting trusts, whether voluntary or otherwise (other than the pooling arrangement whereby all investors that acquired Neo Lithium Shares at ten cents per share agreed to not trade such shares until July 31, 2017); (ii) there are no agreements among shareholders of Neo Lithium in place with respect to the voting or sale of their Neo Lithium Shares; and (iii) no holder of outstanding securities of Neo Lithium is entitled to any pre-emptive rights, rights of first refusal or any similar rights to subscribe for any securities of Neo Lithium;

- (n) Neo Lithium is the absolute legal and beneficial owner of, and has good and marketable title to, all of the material property or assets thereof free of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands whatsoever, other than those reflected or reserved against in the Neo Lithium Financial Statements;
- (o) (i) all Taxes due and payable or required to be collected or withheld and remitted, by Neo Lithium have been paid, collected or withheld and remitted, as applicable; (ii) all tax returns, declarations, remittances and filings required to be filed by Neo Lithium have been filed with all appropriate governmental authorities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom that would make any of them misleading; (iii) no examination of any tax return of Neo Lithium is currently in progress and there are no issues or disputes outstanding with any governmental authority respecting any taxes that have been paid, or may be payable, by Neo Lithium; and (iv) there are no agreements, waivers or other arrangements with any taxation authority providing for an extension of time for any assessment or reassessment of taxes with respect to Neo Lithium;
- (p) Neo Lithium is not a reporting issuer in any jurisdiction and the issued and outstanding Neo Lithium Shares do not trade on any stock exchange;
- (q) Neo Lithium is not in default or breach of this Agreement, and neither: (i) the execution and delivery of, and the compliance with the terms of, this Agreement; nor (ii) the completion of the Amalgamation in accordance with the terms hereof, will result in a material breach of, and do not and will not create a state of facts which, after notice or lapse of time or both, will result in a breach of, and do not and will not conflict with: (i) any material statute, rule or regulation applicable to Neo Lithium; (ii) any of the terms, conditions or provisions of the constating documents or by-laws or resolutions of the directors or shareholders of Neo Lithium; (iii) any material trust indenture, agreement, instrument, lease, license, permit or other document to which Neo Lithium is a party or will be contractually bound as of the Effective Date; or (iv) any material judgment, decree or order binding on Neo Lithium, or any of its assets, which default, breach or conflict might reasonably be expected to result in a Neo Lithium Material Adverse Effect;
- (r) the Neo Lithium Financial Statements: (i) are, in all material respects, consistent with the books and records of Neo Lithium, for the periods covered thereby; (ii) contain and reflect all material adjustments for the fair presentation of the results of operations and the financial condition of the business of Neo Lithium for the periods covered thereby; and (iii) present fully, fairly and correctly, the assets and financial condition of Neo Lithium as at the dates thereof and the results of operations and the changes in financial position for the periods then ended;
- (s) there are no actions, suits, proceedings or inquiries, pending or threatened against or affecting Neo Lithium at law or in equity or before or by any federal, provincial, municipal or other governmental department, commission, board, bureau, agency or instrumentality, or any inquiry or investigation (whether formal or informal) in relation to Neo Lithium or its directors or officers pending or threatened by the TSXV, any securities commission or any similar regulatory body, which in any way could reasonably be expected to result in a Neo Lithium Material Adverse Effect, and Neo Lithium is not aware of any existing ground on which any such action, suit, proceeding, inquiry or investigation might be commenced with any reasonable likelihood of success. There

have been no past unresolved or threatened, and to the best of Neo Lithium's knowledge, after due inquiry, there are no pending claims, complaints, notices or requests for information received by Neo Lithium with respect to any alleged material violation of any law, statute, order, regulation, ordinance or decree; and to the best of Neo Lithium's knowledge, after due inquiry, no conditions exist at, on or under any property now or previously owned, operated or leased by Neo Lithium which, with the passage of time, or the giving of notice or both, would give rise to liability under any law, statute, order, regulation, ordinance or decree that, individually or in the aggregate, has or may reasonably be expected to have a Neo Lithium Material Adverse Effect;

- (t) no order ceasing or suspending trading in securities of Neo Lithium or prohibiting the sale of securities by Neo Lithium has been issued that remains outstanding and, to the best of Neo Lithium's knowledge, after due inquiry, no proceedings for this purpose have been instituted, are pending, contemplated or threatened by any securities commission or self-regulatory organization, and Neo Lithium is not in default of any material requirement of any applicable securities legislation;
- (u) Neo Lithium has not, directly or indirectly, declared or paid any dividend or declared or made any other distribution on any of its securities of any class, or, directly or indirectly, redeemed, purchased or otherwise acquired any of its securities or agreed to do any of the foregoing. There is not, in the constating documents, by-laws or in any material agreement, or other instrument or document to which Neo Lithium is a party, any restriction upon or impediment to, the declaration of dividends by the directors of Neo Lithium or the payment of dividends by Neo Lithium to the holders of Neo Lithium Shares;
- (v) there are no debts or amounts owing to Neo Lithium by any of its officers, former officers, directors, former directors, shareholders, employees or former employees, or any family member of any such person, or any other person with whom Neo Lithium does not deal at arm's length, except any amounts advanced to such person for expenses incurred on behalf of Neo Lithium in the ordinary course;
- (w) Neo Lithium is not aware of any of the directors or officers of Neo Lithium receiving any objections from securities regulatory authorities to their serving in capacities as directors or officers of a reporting issuer in any jurisdiction of Canada;
- (x) Neo Lithium does not have any assets other than as set forth in the Neo Lithium Financial Statements. Neo Lithium does not have any liabilities other than as set forth in the Neo Lithium Financial Statements or as incurred in connection with the transactions contemplated hereby, other than liabilities which would not reasonably be expected to result in a Neo Lithium Material Adverse Effect;
- (y) Other than commission to PowerOne Capital Markets Limited pursuant to an engagement letter dated March 4, 2016 and a finders' agreement dated April 8, 2016, no agent, broker, investment banker or other firm or person is or will be entitled to claim against Neo Lithium or POCML for any broker's or finder's fee or other commission or similar fee incurred by Neo Lithium in connection with any of, or the consummation of any of, the transactions contemplated hereby or the Amalgamation;
- (z) Other than an engagement letter dated March 4, 2016 and a finders' agreement dated April 8, 2016, both with PowerOne Capital Markets Limited, and the Royalty, Neo

Lithium is not a party to any material contract or commitment, or a party to or bound by any guarantee, indemnification, surety or similar obligations, or a party to any (i) material joint venture or similar agreement; or (ii) indenture, mortgage, note, instalment obligation, agreement or other instrument relating to the borrowing of money by the relevant company;

- (aa) the description of Neo Lithium contained in the POCML Proxy Circular shall not, at the time of both (i) the first submission thereof to the TSXV; and (ii) the filing thereof on SEDAR, fail to be true and correct in any material respect or contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading;
- (bb) other than as disclosed in the Neo Lithium Disclosed Information, since the date of Neo Lithium Financial Statements, Neo Lithium has not carried on any business out of the ordinary course, or purchased, leased or otherwise acquired, or agreed to purchase, lease or otherwise acquire, any properties or assets;
- (cc) other than in respect of a termination payment provided for in the independent contractor agreement between Neo Lithium and Waldo Alejandro Pérez dated February 1, 2016, there are no plans for retirement, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, incentive or otherwise contributed to or required to be contributed to, by Neo Lithium for the benefit of any current or former director, officer, employee or consultant of Neo Lithium;
- (dd) there is not currently any labour disruption, dispute, complaint or grievance threatened or pending against Neo Lithium which results in or could reasonably be expected to result in a Neo Lithium Material Adverse Effect, and no union representation exists in respect of Neo Lithium's employees and no collective bargaining agreement is in place or currently being negotiated by Neo Lithium;
- (ee) Neo Lithium does not maintain insurance against loss or damage in respect of its assets, business and operations, with responsible insurers on a basis consistent with insurance obtained by reasonably prudent participants in comparable businesses;
- (ff) Neo Lithium owns or possesses adequate enforceable rights to use all trademarks, patents, copyrights and trade secrets used or proposed to be used in the conduct of the business thereof and, to the best of Neo Lithium's knowledge, after due inquiry, Neo Lithium is not infringing upon the rights of any other person with respect to any such trademarks, patents, copyrights or trade secrets and, other than as disclosed in the Neo Lithium Disclosed Information, no other person has infringed any such trademarks, patents, copyrights or trade secrets;
- (gg) none of Neo Lithium nor any other person associated with or acting on behalf of Neo Lithium including, without limitation, any director, officer, agent or employee of Neo Lithium (I) used any corporate funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity; (II) made any unlawful payment to foreign or domestic government officials or employees or to foreign or domestic political

parties or campaigns from corporate funds; (III) violated any provision of the Corruption of Foreign Public Officials Act; or (IV) made any other unlawful payment;

- (hh) Neo Lithium is not aware of any legislation, or proposed legislation published by a legislative body, which it anticipates will materially and adversely affect the business, affairs, operations, assets, liabilities (contingent or otherwise) or prospects of Neo Lithium;
- (ii) Neo Lithium is not party to or bound or affected by any commitment, agreement or document containing any covenant which expressly limits the freedom of Neo Lithium to compete in any line of business or with any person, or to transfer or move any of its assets or operations;
- (jj) Neo Lithium maintains a system of internal accounting controls sufficient to provide reasonable assurance that: (I) transactions are executed in accordance with management's general or specific authorizations; (II) access to assets is permitted only in accordance with management's general or specific authorization; and (III) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences; and
- (kk) neither Neo Lithium, nor to the best of Neo Lithium's knowledge, after due inquiry, any other person, is in default in any material respect in the observance or performance of any term, covenant or obligation to be performed by Neo Lithium or such other person under any material agreement and all such contracts are in valid and subsisting in full force and effect, enforceable in accordance with the terms thereof, and no event has occurred which with notice or lapse of time or both would constitute such a default by Neo Lithium or, to the best of Neo Lithium's knowledge, after due inquiry, any other party.

14. **General Conditions Precedent.** The respective obligations of the parties hereto to consummate the transactions contemplated hereby, and in particular the Listing Transaction, are subject to the satisfaction, on or before the Effective Date, of the following conditions:

- (a) the Amalgamation shall be approved by the shareholders of Neo Lithium in accordance with the applicable provisions of the Act (which shall, if required by applicable Law, include "majority of the minority" approval);
- (b) the Listing Transaction shall be approved by the shareholders of POCML, all in accordance with the applicable provisions of the Act (which shall, if required by applicable Law, include "majority of the minority" approval);
- (c) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement, including, without limitation, the Amalgamation and/or Consolidation;
- (d) all necessary regulatory and third party approvals to effect the transactions contemplated herein shall have been obtained, including the conditional approval of the TSXV to (i) the Listing Transaction constituting a Qualifying Transaction for POCML; and (ii) the listing on the TSXV of the Amalco Common Shares to be issued in connection therewith;
- (e) the certificate of amendment shall have been issued by the Director giving effect to the Consolidation; and

(f) this Agreement shall not have been terminated pursuant to Section 18 hereof.

15. **Conditions to Obligations of POCML.** The obligations of POCML to consummate the transactions contemplated hereby and in particular the Listing Transaction, are subject to the satisfaction, on or before the Effective Date, of the following conditions:

- (a) each of the acts of Neo Lithium to be performed on or before the Effective Date pursuant to the terms of this Agreement shall have been duly performed by it and there shall have been no Neo Lithium Material Adverse Change from and after the date hereof to the Effective Date;
- (b) POCML shall have received a certificate from a senior officer of Neo Lithium confirming that the conditions set forth in sections 14 and 16 hereof have been satisfied;
- (c) the representations, warranties, covenants and agreements of Neo Lithium set forth in this Agreement shall be true and correct in all material respects as of the date of the Agreement and shall be true and correct as of the Effective Date as if made by Neo Lithium immediately preceding the Amalgamation on the Effective Date;
- (d) the number of Neo Lithium Shares in respect of which shareholders of Neo Lithium have dissented in connection with the resolutions authorizing the Amalgamation shall not exceed 5% of the number of issued and outstanding Neo Lithium Shares;
- (e) the board of directors of Neo Lithium shall have adopted all necessary resolutions to permit the consummation of the Amalgamation and all related matters contemplated in connection therewith as set forth herein; and
- (f) Neo Lithium shall have delivered a legal opinion addressed to POCML in relation to this Agreement, the Listing Transaction and Neo Lithium's title to the Project, in form and substance satisfactory to POCML and its counsel, acting reasonably.

The conditions described above are for the exclusive benefit of POCML and may be asserted by POCML regardless of the circumstances, and such conditions (other than the condition set forth in Section 15(e) above) may be waived by POCML in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which POCML may have.

16. **Conditions to Obligations of Neo Lithium.** The obligations of Neo Lithium to consummate the transactions contemplated hereby and in particular the Amalgamation are subject to the satisfaction, on or before the Effective Date, of the following conditions:

- (a) the Private Placement shall have been completed to raise aggregate minimum gross proceeds of \$4,200,000;
- (b) each of the acts of POCML to be performed on or before the Effective Date pursuant to the terms of this Agreement shall have been duly performed by it and there shall have been no POCML Material Adverse Change from and after the date hereof to the Effective Date;
- (c) Neo Lithium shall have received a certificate from a senior officer of POCML confirming that the conditions set forth in sections 14 and 15 hereof have been satisfied;

- (d) the representations, warranties, covenants and agreements of POCML set forth in this Agreement shall be true and correct in all material respects as of the date of the Agreement and shall be true and correct as of the Effective Date as if made by POCML immediately preceding the Amalgamation on the Effective Date (other than as a result of any changes in the total number of issued and outstanding securities and convertible securities of POCML as expressly permitted hereby);
- (e) the number of POCML Shares (or POCML Post-Consolidation Shares, as the case may be) in respect of which shareholders of POCML have dissented in connection with the resolutions authorizing the Amalgamation shall not exceed 5% of the number of issued and outstanding POCML Shares (or POCML Post-Consolidation Shares, as the case may be);
- (f) all management contracts to which POCML is a party shall have been terminated, the officers and directors of POCML shall have each delivered irrevocable resignations to POCML effective upon the completion of the Amalgamation;
- (g) the board of directors of POCML shall have adopted all necessary resolutions to permit the consummation of the Listing Transaction and all related matters contemplated in connection therewith as set forth herein;
- (h) POCML shall have delivered a legal opinion addressed to Neo Lithium in relation to this Agreement and the Listing Transaction, in form and substance satisfactory to Neo Lithium and its counsel, acting reasonably;
- (i) all necessary approvals of the TSXV shall have been obtained in connection with the Neo Lithium Nominees and Neo Lithium Management Nominees serving as directors and management of Amalco, respectively; and
- (j) POCML shall have delivered to Neo Lithium evidence that it has working capital of at least \$575,000 as of the Effective Date (prior to the release from escrow of funds raised pursuant to the Private Placement, payment of expenses in relation to the Private Placement and Amalgamation as contemplated hereby, payment of expenses required to retain POCML's public company status, and the exercise of any POCML Options or POCML Broker Warrants), in form and substance satisfactory to Neo Lithium and its counsel, acting reasonably.

The conditions described above are for the exclusive benefit of Neo Lithium and may be asserted by Neo Lithium regardless of the circumstances, and such conditions (other than the condition set forth in Section 16(e) above) may be waived by Neo Lithium in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which Neo Lithium may have.

17. **Amendment.** This Agreement may at any time and from time to time be amended by written agreement of the parties hereto without, subject to applicable law, further notice to or authorization on the part of their respective shareholders and any such amendment may, without limitation:

- (a) change the time for performance of any of the obligations or acts of the parties hereto;
- (b) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant hereto;

- (c) waive compliance with or modify any of the covenants contained herein and waive or modify performance of any of the obligations of the parties hereto; or
- (d) waive compliance with or modify any other conditions precedent contained herein;

provided that no such amendment shall change the provisions hereof regarding (i) the consideration to be received by Neo Lithium Shareholders or POCML Shareholders in exchange for their Neo Lithium Shares or POCML Post-Consolidation Shares, respectively, without approval by the shareholders of Neo Lithium and POCML given in the same manner as required for the approval of the Amalgamation; or (ii) the terms of the Consolidation without approval by the shareholders of POCML given in the same manner as required for the approval of the Consolidation as set out herein, as applicable.

18. **Termination.** This Agreement may be terminated:

- (a) at any time prior to the issuance of the Certificate, by mutual agreement of the respective boards of directors of the parties hereto, without further action on the part of the shareholders of Neo Lithium or POCML;
- (b) at any time, by either Neo Lithium or POCML if the Certificate has not been issued by the Director on or before September 30, 2016, without further action on the part of the shareholders of Neo Lithium or POCML;
- (c) upon written notice by POCML to Neo Lithium, at any time prior to the Effective Date, if any of the conditions required to be satisfied hereunder pursuant to Section 14 or 15 hereof have not been satisfied (or waived by POCML to the extent permitted hereunder) prior to the Effective Date;
- (d) upon written notice by Neo Lithium to POCML at any time prior to the Effective Date, if any of the conditions required to be satisfied hereunder pursuant to Section 14 or 16 hereof have not been satisfied (or waived by Neo Lithium, to the extent permitted hereunder) prior to the Effective Date; or
- (e) at any time prior to the Effective Date in the event that POCML or Neo Lithium receives a Superior Proposal and, in respect of such Superior Proposal, has complied with the provisions of Sections 28 and 29 hereof, as applicable.

Following the termination of this Agreement in accordance with any of the above provisions, this agreement will terminate but the provisions in Sections 21 (Costs and Expenses), 23 (Confidentiality) and 29 (Alternative Transaction) shall remain binding and enforceable and in full force and effect. Notwithstanding the foregoing, no termination of this Agreement and nothing in this Section 18 will relieve any party to this Agreement of liability for wilful or intentional breach or any other liability arising prior to such termination.

19. **Dissenting Shareholders.**

- (a) On the earlier of the Effective Date, the making of an agreement between a Dissenting Neo Lithium Shareholder and Neo Lithium for the purchase of their Neo Lithium Shares or the pronouncement of a court order both pursuant to section 185 of the Act, a Dissenting Neo Lithium Shareholder shall cease to have any rights as a Neo Lithium Shareholder other than the right to be paid the fair value of its Neo Lithium Shares in the amount agreed to or as ordered by the court, as the case may be. Notwithstanding anything in this Agreement to the contrary, Neo Lithium Shares which are held by a

Dissenting Neo Lithium Shareholder shall not be exchanged for Amalco Common Shares on the Effective Date as provided in section 5 hereof. However, in the event that a Dissenting Neo Lithium Shareholder fails to perfect or effectively withdraws the Dissenting Neo Lithium Shareholder's claim under section 185 of the Act or otherwise forfeits the Dissenting Neo Lithium Shareholder's right to make a claim under section 185 of the Act, the Dissenting Neo Lithium Shareholder's Neo Lithium Shares shall thereupon be deemed to have been exchanged as of the Effective Date for Amalco Common Shares on the basis set forth in section 5 hereof.

- (b) On the earlier of the Effective Date, the making of an agreement between a Dissenting POCML Shareholder and POCML for the purchase of their POCML Post-Consolidation Shares or the pronouncement of a court order both pursuant to section 185 of the Act, a Dissenting POCML Shareholder shall cease to have any rights as a shareholder of POCML other than the right to be paid the fair value of its POCML Post-Consolidation Shares in the amount agreed to or as ordered by the court, as the case may be. Notwithstanding anything in this Agreement to the contrary, POCML Post-Consolidation Shares which are held by a Dissenting POCML Shareholder shall not be exchanged for Amalco Common Shares on the Effective Date as provided in section 5 hereof. However, in the event that a Dissenting POCML Shareholder fails to perfect or effectively withdraws the Dissenting POCML Shareholder's claim under section 185 of the Act or otherwise forfeits the Dissenting POCML Shareholder's right to make a claim under section 185 of the Act, the Dissenting POCML Shareholder's POCML Post-Consolidation Shares shall thereupon be deemed to have been exchanged as of the Effective Date for Amalco Common Shares on the basis set forth in section 5 hereof.
- 20. **Survival.** The representations and warranties of Neo Lithium and POCML contained in this Agreement or any document or certificate given pursuant hereto shall survive the Effective Date, and notwithstanding the completion of the Amalgamation, shall continue in full force and effect for a period of one year from the Effective Date.
 - 21. **Costs and Expenses.** The parties acknowledge and agree that, whether or not the transactions contemplated hereby are completed, all costs and expenses relating to the transactions contemplated by this Agreement will be paid by Neo Lithium, provided that Neo Lithium shall not be responsible for the costs and expenses of POCML if the Listing Transaction is not completed as a result of the failure of POCML to comply with the terms and conditions hereof, or the failure of shareholders of POCML to approve the Consolidation and/or the Amalgamation, in each case in accordance with all applicable provisions of the Act and the regulations of the TSXV.
 - 22. **Binding Effect.** This Agreement shall be binding upon and enure to the benefit of the parties hereto.
 - 23. **Confidentiality.** All information provided to or received by the parties hereunder shall be treated as Confidential ("**Confidential Information**"). Subject to the provisions of this Section 23, no Confidential Information shall be published by any party hereto without the prior written consent of the others, but such consent in respect of the reporting or factual data shall not be unreasonably withheld. Subject to Section 26 hereof, in the event any party hereto proposes to publish any such information, it shall first provide to the others written notice by facsimile of the information proposed to be published at least one (1) Business Day prior to the publication of such information. In the event the parties receiving such written notice have not provided comments to the party sending such written notice within one (1) Business Day of the receipt of such written

notice, the other party will be free to publish such information without further reference to the parties to whom such written notice was sent. The consent required by this Section 23 shall not apply to a disclosure to:

- (a) comply with any applicable laws, stock exchange rules or a regulatory authority having jurisdiction;
- (b) a director, officer or employee of a party;
- (c) an affiliate (within the meaning of the Act) of a party;
- (d) legal counsel of a party;
- (e) a consultant, contractor or subcontractor of a party that has a bona fide need to be informed;
- (f) any third party to whom the disclosing party may assign any of its rights under this Agreement; or
- (g) a bank or other financial institution from which the disclosing party is seeking equity or debt financing,

provided, however, that in the case of subsections (e) to (g) the third party or parties, as the case may be, agree to maintain in confidence any of the Confidential Information so disclosed to them for a period of not less than one year.

The obligations of confidence and prohibitions against use of Confidential Information under this Agreement shall not apply to information that the disclosing party can show by reasonable documentary evidence or otherwise:

- (a) as of the date of this Agreement, was in the public domain;
- (b) after the date of this Agreement, was published or otherwise became part of the public domain through no fault of the disclosing party or an affiliate thereof (but only after, and only to the extent that, it is published or otherwise becomes part of the public domain); or
- (c) was information that the disclosing party or its affiliates were required to disclose pursuant to the order of any governmental authority or judicial authority.

Notwithstanding the foregoing, the parties agree and acknowledge that POCML shall be required to file a copy of this Agreement on SEDAR.

- 24. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supercedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties with respect to the subject matter hereof, including without limitation the Letter Agreement.
- 25. **Assignment.** No party to this Agreement may assign any of its rights or obligations under this Agreement without the prior written consent of each of the other parties.
- 26. **Press Releases.** Notwithstanding any other provision hereof, neither POCML nor Neo Lithium shall make any announcement or disseminate any press releases in connection with the Listing

Transaction without the prior approval of the other as to timing, content and method, provided that this Section 26 shall not be interpreted so as to prohibit either POCML or Neo Lithium from complying with its timely disclosure requirements under applicable Law or regulation after consultation with the other party.

27. **Non-Solicitation.**

- (a) Subject to any fiduciary obligations of its directors (including, without limitation, the fiduciary obligation to respond to any unsolicited inquiries received), POCML agrees that during the period from the date hereof until the Effective Date, it:
 - (i) shall immediately cease and cause to be terminated any existing discussions or negotiations or other proceedings initiated prior to the date hereof by it, or its officers, directors, employees, financial advisors, representatives and agents ("**Representatives**") or others with respect to all POCML Take-over Proposals;
 - (ii) shall not solicit or cause or facilitate anyone else to solicit any POCML Take-over Proposal;
 - (iii) shall not provide information concerning its securities, assets or business to anyone for or in furtherance of anything mentioned in subsections (a)(i) or (a)(ii) other than as required by law or the applicable regulations and policies of the TSXV;
 - (iv) shall not, and shall not authorize any of its Representatives to, directly or indirectly, solicit, initiate or encourage (including by way of furnishing information) any inquiries or the making of any proposal that constitutes or may reasonably be expected to lead to a POCML Take-over Proposal from any person, or engage in any discussion, negotiations or inquiries relating thereto; and
 - (v) shall (i) immediately notify Neo Lithium if POCML or any of its Representatives receives any indications of interest, requests for information or offers in respect of any POCML Take-over Proposal; and (ii) provide full details to Neo Lithium of the terms of any such indication, request or offers, subject to any contractual obligations of confidentiality.
- (b) Subject to any fiduciary obligations of its directors (including, without limitation, the fiduciary obligation to respond to any unsolicited inquiries received), Neo Lithium agrees that during the period from the date hereof until the Effective Date, it:
 - (i) shall immediately cease and cause to be terminated any existing discussions or negotiations or other proceedings initiated prior to the date hereof by it, or its officers, directors, employees, financial advisors, representatives and agents ("**Neo Lithium Representatives**") or others with respect to all Going Public Transactions and Neo Lithium Take-Over Proposals (excluding, for the purpose of this section 27(b), the one discussion in respect of which POCML has been provided notice in writing prior to the date hereof);
 - (ii) shall not solicit or cause or facilitate anyone else to solicit any Going Public Transaction or Neo Lithium Take-Over Proposal;

- (iii) shall not provide information concerning its securities, assets or business to anyone for or in furtherance of anything mentioned in subsections (b)(i) or (b)(ii) other than as required by law;
 - (iv) shall not, and shall not authorize any of its Neo Lithium Representatives to, directly or indirectly, solicit, initiate or encourage (including by way of furnishing information) any inquiries or the making of any proposal that constitutes or may reasonably be expected to lead to a Going Public Transaction or Neo Lithium Take-Over Proposal from any person, or engage in any discussion, negotiations or inquiries relating thereto; and
 - (v) shall (i) immediately notify POCML if Neo Lithium or any of its Neo Lithium Representatives receives any indications of interest, requests for information or offers in respect of any Going Public Transaction or Neo Lithium Take-Over Proposal; and (ii) provide full details to POCML of the terms of any such indication, request or offers, subject to any contractual obligations of confidentiality.
- (c) Notwithstanding any other provision hereof, the foregoing provisions of this Section 27 shall not prevent the directors of POCML or Neo Lithium acting in good faith from taking any action in respect of a Superior Proposal that is required based on the written advice of outside counsel in discharge of their fiduciary duties, subject to first providing notice to the other party hereto of the details of such action.
28. **Notice of Superior Proposal Determination.** Notwithstanding any other provision of this Agreement, either POCML or Neo Lithium (in this Section 28, the “**Accepting Party**”) may accept, approve, recommend or enter into any agreement, understanding or arrangement in respect of a Superior Proposal if, and only if:
- (a) the Accepting Party has provided notice to the other (in this Section 28, the “**Other Party**”) of the Superior Proposal and the determination of the board of directors of the Accepting Party that such constitutes a Superior Proposal for the purposes of this Section 28;
 - (b) in the case of Neo Lithium, it has complied with the provisions of Section 29 below;
 - (c) the Effective Date has not yet occurred;
 - (d) taking into account any revised proposal made by the Other Party since receipt of the notice required by subsection 28(a), such Superior Proposal remains a Superior Proposal; and
 - (e) 10 Business Days shall have elapsed from the date the Other Party received the written notice required by subsection 28(a).

During the 10 Business Day period referred to in Section 28(e), the other Party shall have the right, but not the obligation, to offer to amend the terms of this Agreement. The board of directors of the Accepting Party will review any offer by the Other Party to amend the terms of this Agreement in good faith in order to determine, in its discretion in the exercise of its fiduciary duties, whether the Other Party’s amended offer upon acceptance by the Accepting Party would result in such Superior Proposal ceasing to be a Superior Proposal. If the board of directors of the

Accepting Party so determines, it will enter into an amended agreement with the Other Party reflecting the Other Party's amended proposal. If the board of directors of the Accepting Party continues to believe, in good faith, that such Superior Proposal remains a Superior Proposal and therefore rejects the Other Party's amended proposal, the Accepting Party may terminate this Agreement pursuant to Section 18(e).

29. **Alternative Transactions.**

(a) Notwithstanding any other provision hereof, subject to subsection 29(b) below, in the event that prior to the earlier of the date of termination of this Agreement pursuant to Section 18 hereof (the "**Termination Date**") and the completion of the Listing Transaction, Neo Lithium engages in any discussions or negotiations to complete an Alternative Transaction, the following provisions shall apply:

- (i) in the event that (A) Neo Lithium determines such Alternative Transaction to constitute a Superior Proposal; and (B) Neo Lithium enters into an agreement in respect of such Alternative Transaction (the date of such agreement in respect of an Alternative Transaction, the "**Trigger Date**") prior to the Termination Date, it shall be a condition of any such Alternative Transaction that it may only be completed following (I) the conversion of the Subscription Receipts into POCML Post-Consolidation Shares; and (II) the issuance to the POCML Shareholders (including, without limitation, the holders of POCML Post-Consolidation Shares issued upon conversion of the Subscription Receipts pursuant to item (I) above) of the aggregate number of Neo Lithium Shares which would result in such shareholders holding, in the aggregate, the same percentage of the issued and outstanding Neo Lithium Shares as would be equal to the percentage of Amalco Common Shares to which such holders would otherwise have been entitled had the Listing Transaction been completed in accordance with the terms and conditions hereof, without reference to Section 18 hereof or any of the conditions precedent in favour of Neo Lithium set forth in Sections 14 or 16 hereof (subject to subsection 29(b)(iii) below) (the "**Proportionate Interest Percentage**"), less an aggregate of 1,428,571 Neo Lithium Shares (such deduction to be applied amongst the POCML Shareholders on a *pro rata* basis) to reflect the reduction in cash being contributed to Neo Lithium by POCML in such circumstances (the "**Deduction**"), and provided that in such circumstances, POCML shall take all actions necessary to ensure that Neo Lithium shall receive the net proceeds of the Private Placement; and
- (ii) in the event that the Trigger Date occurs within three (3) months following the Termination Date, then it shall be a condition of any such Alternative Transaction that it may only be completed following (I) the issuance to the shareholders of POCML at such time of the aggregate number of Neo Lithium Shares which would result in such shareholders holding, in the aggregate, the percentage of the issued and outstanding Neo Lithium Shares as is equal to the Proportionate Interest Percentage less the Deduction; and (II) Neo Lithium offering to all purchasers in the Private Placement ("**Investors**") the opportunity to acquire such number of Neo Lithium Shares as is equal to their Proportionate Interest Percentage, on a *pro rata* basis, at a purchase price of \$0.35 per Neo Lithium Share (the "**Offer**"). The Offer shall remain open for acceptance for ten (10) Business Days following the receipt of notice of such Offer by the Investors (the "**Offer Deadline**"). In the event that any Investors accept the Offer and

tender their respective documentation and payments in respect thereof on or prior to the Offer Deadline, Neo Lithium shall complete the issuance of Neo Lithium Shares subscribed for thereunder on or prior to the date which is five (5) Business Days following the Offer Deadline, and in any event prior to the completion of the Alternative Transaction.

(b) Notwithstanding subsection 29(a):

- (i) in the event that the provisions set forth in items (a)(i) and/or (ii) above are not acceptable to the TSXV, the parties shall negotiate in good faith to settle alternative arrangements with the same economic impact;
- (ii) in the event that the provisions set forth in items (a)(i) and/or (ii) above are triggered prior to the completion of the Consolidation, all references contained in subsection 29(a) to "POCML Post-Consolidation Shares" shall be read as references to "POCML Shares"; and
- (iii) the provisions of item (a)(ii) above shall not apply in the event that the Listing Transaction is not completed due to the failure to obtain a listing of the Amalco Common Shares upon either the TSXV or the Canadian Securities Exchange prior to September 30, 2016, provided that such condition has not been waived by Neo Lithium.

30. **Further Assurances.** Each of the parties hereto agrees to execute and deliver such further instruments and to do such further reasonable acts and things as may be necessary or appropriate to carry out the intent of this Agreement.

31. **Notice.** Any notice which a party may desire to give or serve upon another party shall be in writing and may be delivered, mailed by prepaid registered mail, return receipt requested or sent by telecopy transmission to the following addresses:

(a) **NEO LITHIUM CORP.**

333 Bay Street
Suite 2400
Toronto, Ontario M5H 2T6
Attention: President

Facsimile No.: (416) 364-7813

with a copy to:

Fasken Martineau LLP
Bay Adelaide Centre
333 Bay Street, Suite 2400
P.O. Box 20
Toronto, ON M5H 2T6
Attention: Paul Fornazzari

Facsimile No.: (416) 364-7813

(b) **POCML 3 INC.**

Suite 2210, 130 King Street West
Toronto, Ontario M5X 1E4
Attention: David D'Onofrio

Facsimile No.: (416) 362-7360

with a copy to:

Cassels Brock & Blackwell LLP
2100-40 King Street West
Toronto, ON M5H 3C2
Attention: Jay Goldman

Facsimile No.: (416) 644-9337

or to such other address as the party to or upon whom notice is to be given or served has communicated to the other parties by notice given or served in the manner provided for in this section. In the case of delivery or telecopy transmission, notice shall be deemed to be given on the date of delivery and in the case of mailing, notice shall be deemed to be given on the third Business Day after such mailing.

- 32. **Time of Essence.** Time shall be of the essence of this Agreement.
- 33. **Currency.** All references to dollars and "\$" herein are references to Canadian currency.
- 34. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF this Master Agreement has been duly executed by the parties hereto as of the date first written above.

NEO LITHIUM CORP.

Per: “Thomas Pladsen”
Name: Thomas Pladsen
Title: Director

POCML 3 INC.

Per: “David D’Onofrio”
Name: David D’Onofrio
Title: CEO, CFO and Secretary

Per: “Pasquale DiCapo”
Name: Pasquale DiCapo
Title: Director

SCHEDULE “A”

AMALGAMATION AGREEMENT

AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT entered into as of the ____ day of April, 2016.

BETWEEN:

NEO LITHIUM CORP., a body corporate incorporated under the laws of the Province of Ontario (hereinafter referred to as “**Neo Lithium**”)

OF THE FIRST PART

- and -

POCML 3 INC., a body corporate incorporated under the laws of Ontario (hereinafter referred to as “**POCML**”)

OF THE SECOND PART

WHEREAS Neo Lithium and POCML are each companies existing under the *Business Corporations Act* (Ontario) (the “**OBCA**”);

AND WHEREAS Neo Lithium and POCML have agreed to effect an amalgamation under the authority contained in the OBCA upon the terms and conditions hereinafter set out;

AND WHEREAS Neo Lithium and POCML have each made full disclosure to the other of all their respective assets and liabilities;

AND WHEREAS it is desirable that the said amalgamation should be effected;

NOW THEREFORE the parties hereto have agreed as follows:

1. In this agreement the expression “**Corporation**” means the corporation continued from the amalgamation of POCML and Neo Lithium, as set forth herein.
2. All capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the master agreement dated as of April 8, 2016 between POCML and Neo Lithium (the “**Master Agreement**”).
3. POCML and Neo Lithium do hereby agree to amalgamate under the provisions of Section 174 of the OBCA and to continue as one corporation upon and subject to the terms and conditions hereinafter set out.
4. The name of the Corporation shall be “Neo Lithium Corp.”
5. The registered office of the Corporation shall be in the City of Toronto, in the Province of Ontario. The address of the registered office shall be at 333 Bay Street, Suite 2400, Toronto, Ontario, M5H 2T6.
6. The Corporation shall be authorized to issue an unlimited number of common shares (the “**Common Shares**”).

7. The rights, privileges, restrictions and conditions attaching to the Common Shares of the Corporation shall be as follows:
 - (a) the holders of the Common Shares shall be entitled to vote at all meetings of shareholders;
 - (b) the holders of the Common Shares shall be entitled to receive dividends as and when declared by the board of directors of the Corporation; and
 - (c) the holders of the Common Shares shall, subject to the rights, privileges, restrictions and conditions attaching to any other class of shares of the Corporation, be entitled to receive the remaining property of the Corporation in the event of liquidation, dissolution or winding-up of the Corporation or other distribution of assets of the Corporation among its shareholders for the purpose of winding-up its affairs.
8. The minimum number of directors of the Corporation shall be three (3) and the maximum number of directors of the Corporation shall be ten (10) and until changed by the shareholders or the directors of the Corporation in a manner permitted by the OBCA such number shall be five (5). Subject to the OBCA, the board of directors of the Corporation shall be authorized and empowered to determine the number of directors within the minimum and maximum number and the number of directors to be elected at each annual meeting of shareholders of the Corporation. The directors shall be further empowered to appoint one or more additional directors, who shall hold office for a term expiring not later than the close of the next annual meeting of shareholders, but the total number of directors so appointed may not exceed one third of the number of directors elected at the previous annual meeting of shareholders.
9. There shall be no restrictions on the business which the Corporation is authorized to carry on or the powers the Corporation may exercise.
10. The board of directors of the Corporation may from time to time, in such amounts and on such terms as it deems expedient:
 - (a) borrow money on the credit of the Corporation;
 - (b) issue, sell or pledge debt obligations (including bonds, debentures, notes or other similar obligations, secured or unsecured) of the Corporation; and
 - (c) charge, mortgage, hypothecate or pledge all or any of the currently owned or subsequently acquired real or personal, movable or immovable, property of the Corporation, including book debts, rights, powers, franchises and undertaking, to secure any debt obligations or any money borrowed, or other debt or liability of the Corporation.

The board of directors of the Corporation may from time to time delegate to such one or more of the directors and officers of the Corporation as may be designated by the board of directors all or any of the powers conferred on the board of directors above to such extent and in such manner as the board of directors shall determine at the time of each such delegation.
11. The first directors of the Corporation shall be the persons whose names and addresses are set out below, who shall hold office until the first annual meeting of the Corporation, or until their respective successors are elected or appointed:

Name	Address
Waldo Perez	
Constantine Karayannopoulos	
Thomas Pladsen	
Paul Fornazzari	
Gabriel Pindar	

The subsequent directors shall be elected each year thereafter at either a general meeting or the annual meeting of the shareholders by a majority of the votes cast at such meeting. The management and supervision of the business and affairs of the Corporation shall be under the control of the board of directors from time to time, subject to the provisions of the OBCA.

12. The amalgamation of POCML and Neo Lithium shall be effective at the close of business on the date (the “**Effective Date**”) of the Certificate giving effect to the amalgamation contemplated by this Agreement (the “**Effective Time**”).
13. At the Effective Time, the authorized and issued common shares of POCML (the “**POCML Shares**”) and the authorized and issued common shares of Neo Lithium (the “**Neo Lithium Shares**”) shall be converted as follows:
 - (a) the issued and outstanding POCML Shares (other than any POCML Shares in respect of which any shareholder of POCML has validly exercised its dissent rights pursuant to Section 185 of the OBCA (a “**POCML Dissenting Shareholder**”)) shall be converted into fully paid Common Shares on the basis of one Common Share for each one POCML Share; and
 - (b) the issued and outstanding Neo Lithium Shares (other than any Neo Lithium Shares in respect of which any shareholder of Neo Lithium has validly exercised its dissent rights pursuant to Section 185 of the OBCA (a “**Neo Lithium Dissenting Shareholder**”)) shall be converted into fully paid Common Shares on the basis of one Common Share for each one Neo Lithium Share.
14. Notwithstanding section 13 of this Agreement, no fractional Common Shares will be issuable to Neo Lithium Shareholders or POCML Shareholders pursuant to the Amalgamation, and no cash payment or other form of consideration will be payable in lieu thereof. Any such fractional Common Share interest to which a Neo Lithium Shareholder or POCML Shareholder would otherwise be entitled pursuant to the Amalgamation will be rounded down to the nearest whole Common Share.
15. On the Effective Date,

- (a) the holders of Neo Lithium Shares (other than Neo Lithium Dissenting Shareholders who are ultimately entitled to be paid fair value for their Neo Lithium Shares) shall be deemed to be the registered holders of the Common Shares to which they are entitled hereunder, respectively. Neo Lithium Shareholders shall be required to deliver and surrender to the Transfer Agent the certificates representing their respective Neo Lithium Shares which have been exchanged for Common Shares in accordance with section 13(b) hereof, and such other documentation as may be required by the Transfer Agent, following which the Transfer Agent shall, as soon as practicable, issue to such Neo Lithium Shareholder certificates representing the number of Common Shares to which such holder is entitled;
 - (b) the holders of POCML Shares (other than POCML Shareholders who are ultimately entitled to be paid fair value for their POCML Shares) shall be deemed to be the registered holders of the Common Shares to which they are entitled hereunder, respectively. POCML Shareholders shall be required to deliver and surrender to the Transfer Agent the certificates representing their respective POCML Shares which have been exchanged for Common Shares in accordance with section 13(a) hereof, and such other documentation as may be required by the Transfer Agent, following which the Transfer Agent shall, as soon as practicable, issue to such POCML Shareholder certificates representing the number of Common Shares to which such holder is entitled; and
 - (c) certificates evidencing Neo Lithium Shares and POCML Shares shall cease to represent any claim upon or interest in Neo Lithium or POCML other than the right of the registered holder to receive pursuant to the terms hereof and the Amalgamation, Common Shares in accordance with section 13 hereof, together with any dividends paid or distributions made in respect thereof and any interest accrued on such dividends and distributions.
- 16. There shall be no Neo Lithium Shares authorized or reserved for issuance pursuant to any outstanding warrants, options, convertible debentures, or subscription agreements immediately prior to the Effective Time.
 - 17. The by-laws of the Corporation shall, to the extent not inconsistent with this Agreement, be the by-laws of Neo Lithium, until repealed, amended, altered or supplemented. A copy of the proposed by-laws may be examined at 333 Bay Street, Suite 2400, Toronto, Ontario, M5H 2T6.
 - 18. POCML shall contribute to the Corporation all its property and assets, subject to all its liabilities.
 - 19. Neo Lithium shall contribute to the Corporation all its property and assets, subject to all its liabilities.
 - 20. The Corporation shall possess all the property, assets, rights, privileges and franchises and shall be subject to all liabilities, including civil, criminal and quasi criminal, and all contracts, disabilities and debts of POCML and Neo Lithium.
 - 21. All rights of creditors against the property, assets, rights, privileges and franchises of POCML and Neo Lithium and all liens upon their property, rights and assets shall be unimpaired by such amalgamation and all debts, contracts, liabilities and duties of POCML and Neo Lithium shall thenceforth attach to and be enforced against the Corporation.

22. No action or proceeding by or against POCML or Neo Lithium shall abate or be affected by such amalgamation but, for all purposes of such action or proceeding, the name of the Corporation shall be substituted in such action or proceeding in place of POCML or Neo Lithium, as the case may be.
23. Subject to the provisions of the Master Agreement, the parties hereto shall, upon the shareholders of POCML and Neo Lithium respectively approving this Agreement in accordance with the provisions of the OBCA, complete and send Articles of Amalgamation in prescribed form to the Director appointed under the OBCA, providing for the amalgamation of POCML and Neo Lithium upon and subject to the terms and conditions of this Agreement.
24. This Agreement may at any time and from time to time be amended by written agreement of the parties hereto without, subject to applicable law, further notice to or authorization on the part of their respective shareholders and any such amendment may, without limitation, change the time for performance of any of the obligations or acts of the parties hereto or waive compliance with or modify any of the covenants herein contained and waive or modify performance of any of the obligations of the parties hereto; provided that no such amendment shall change the provisions hereof regarding the consideration to be received by (i) shareholders of Neo Lithium in exchange for their Neo Lithium Shares without approval by the Neo Lithium shareholders given in the same manner as required for the approval of the Amalgamation; or (ii) shareholders of POCML in exchange for their POCML Shares without approval by the POCML shareholders given in the same manner as required for the approval of the Amalgamation.
25. Subject to the terms of the Master Agreement, this Agreement may be terminated by a resolution passed by the directors of POCML or Neo Lithium at any time before the issue of the Certificate, notwithstanding the approval of this Agreement by the shareholders of either or both of POCML and Neo Lithium. If this Agreement is terminated pursuant to this section, this Agreement shall forthwith become void and of no further force and effect.
26. Each of the parties hereto agrees to execute and deliver such further instruments and to do such further reasonable acts and things as may be necessary or appropriate to carry out the intent of this Agreement.
27. Time shall be of the essence in this Agreement.
28. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their successors and assigns.
29. No party to this Agreement may assign any of its rights or obligations under this Agreement without the prior written consent of the other parties.
30. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF the parties hereto have caused this Amalgamation Agreement to be signed as of the day and year first above written.

NEO LITHIUM CORP.

Per: _____
Name:
Title:

POCML 3 INC.

Per: _____
Name:
Title:

SCHEDULE "B"

NEO LITHIUM LOCK-UP AGREEMENT

THIS AGREEMENT (the "**Agreement**") is made and entered into as of the ____ day of April, 2016 between POCML 3 Inc. ("**POCML3**") and the undersigned shareholder (the "**Shareholder**") of Neo Lithium Corp. (the "**Company**"). Certain capitalized terms used in this Agreement are defined in Section 1 hereof.

WHEREAS, the Shareholder is the owner of record and/or beneficial owner of securities of the Company;

AND WHEREAS, as a condition precedent to POCML3 entering into an agreement dated April 8, 2016 between POCML3 and the Company (the "**Subject Agreement**"), pursuant to which, among other things, POCML3 and the Company shall effect a business combination, all as more particularly described therein (the "**Transaction**"), and in connection therewith the Company has requested that the Shareholder, and the Shareholder has agreed to, enter into this Agreement with respect to all securities of the Company that the Shareholder and its Associates own or hereafter acquire ownership of;

NOW THEREFORE, in consideration of the foregoing, as well as other good and valuable consideration, the receipt and sufficiency of which are acknowledged and accepted, and intending to be legally bound, the parties agree as follows:

1. **Definitions.** For the purposes of this Agreement, the following capitalized terms shall have the following meanings:
 - (a) "**Associate**" shall have the meaning ascribed thereto in the *Business Corporations Act* (Ontario);
 - (b) "**Effective Date**" means the date that the Subject Agreement is executed and delivered.
 - (c) "**Subject Securities**" shall mean (i) all securities of the Company (including all common shares of the Company and all options, warrants and other rights to acquire such common shares) that are beneficially owned by the Shareholder and any Associate of the Shareholder as of the Effective Date; and (ii) all additional securities of the Company (including all additional common shares of the Company and all additional options, warrants and other rights to acquire such common shares) of which the Shareholder and/or any Associate of the Shareholder acquires ownership during the period commencing on the Effective Date and continuing until the Termination Date.
 - (d) "**Termination Date**" means the date that this Agreement is terminated pursuant to Section 7 hereof.
 - (e) "**Transfer**" of a security means the direct or indirect (i) sale, tender, assignment, pledge, encumbrance, grant of an option with respect to, transfer or disposition of such security or any interest in such security to any person, (ii) the entering into an agreement or commitment contemplating the possible sale of, tender of, assignment of, pledge of, encumbrance of, grant of an option with respect to, transfer of or disposition of such security or any interest therein to any person, or (iii) the reduction of any beneficial ownership of or ownership interest in such security, other than, in the case of each of (i) and (ii) above, to a person controlled, directly or indirectly, by the Shareholder and who agrees to be bound by this Agreement as if an original party hereto.

All other capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Subject Agreement.

2. **Agreement to Vote Subject Securities.** For the period commencing on the Effective Date and continuing until the Termination Date and subject to Sections 3, 7 and 8(n) hereof, at every meeting of the shareholders of the Company called and held with respect to any of the following, and at every adjournment or postponement thereof, and in connection with every written approval of the shareholders of the Company requested with respect to any of the following, the Shareholder (on behalf of itself and its Associates) shall:
 - (a) vote or cause to be voted the Subject Securities eligible to be voted in favour of the approval of (i) the Transaction; and (ii) all other matters or transactions contemplated by the Subject Agreement or that would reasonably be expected to facilitate the Transaction; and
 - (b) not vote or cause to be voted any of the Subject Securities in favour of, and shall vote or cause to be voted the Subject Securities against, the approval of any other transaction, the approval or consummation of which would frustrate the purposes, or prevent or materially delay the approval or consummation, of the Transaction or the other transactions contemplated by the Subject Agreement.
3. **Irrevocable Proxy.** The Shareholder (on behalf of itself and its Associates) hereby revokes any and all previous proxies granted with respect to the Subject Securities. For the period commencing on the Effective Date and continuing until the Termination Date, the Shareholder (on behalf of itself and its Associates) hereby agrees to execute or cause to be executed all forms of proxy, shareholder resolutions and/or shareholder approvals delivered to shareholders of the Company in connection with any shareholders' meeting or other written approval contemplated in Section 2 hereof. It is acknowledged and agreed by the parties that any proxy, shareholder resolution and/or shareholder approval granted, executed or caused to be granted or executed by the Shareholder, as applicable, pursuant to this Section 3 shall be irrevocable and shall be granted in consideration of POCML3 entering into this Agreement and the Subject Agreement; provided, however, that any proxy, shareholder resolution and/or shareholder approval granted or executed, or caused to be granted or executed, by the Shareholder pursuant to this Section 3, as applicable, shall be and shall be deemed to be, without any further act of the Shareholder or its Associates, revoked immediately upon termination of this Agreement in accordance with its terms.
4. **Restrictions on Transfer.** For the period commencing on the Effective Date and continuing until the Termination Date:
 - (a) the Shareholder (on behalf of itself and its Associates) shall not, directly or indirectly, cause or permit any Transfer of any of the Subject Securities to be effected; and
 - (b) the Shareholder (on behalf of itself and its Associates) shall ensure that, without POCML3's prior written consent, (i) none of the Subject Securities is deposited into a voting trust; and (ii) no proxy is granted, and no voting agreement or similar agreement is entered into, with respect to any of the Subject Securities, other than pursuant to the terms hereof,

except to the extent specifically permitted pursuant to the Subject Agreement and Section 8(n) hereof.

5. **Representations and Warranties of the Shareholder.** The Shareholder hereby represents and warrants as follows to POCML3:

- (a) **Authorization, Execution and Enforceability.** All consents, approvals, authorizations and orders necessary for the execution and delivery by the Shareholder of this Agreement have been obtained, and the Shareholder has all legal capacity, full right, power and authority to enter into this Agreement, and perform the Shareholder's obligations hereunder. This Agreement has been duly executed and delivered by the Shareholder and constitutes a valid and binding agreement of the Shareholder and its Associates, enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to creditors' rights generally and subject to general principles of equity.
- (b) **No Conflict.** The execution and delivery of this Agreement by the Shareholder does not, and the performance by the Shareholder of its obligations under this Agreement will not, (i) conflict with or violate any law, rule, regulation, judgment, injunction, order or decree that is applicable to the Shareholder or any of its Associates, (ii) require any consent or other action by any person or result in, give rise to or constitute a violation or breach of or a default (or any event which with notice or lapse of time or both would become a violation, breach or default) under any of the terms of any understanding, agreement or other instrument or obligation to which the Shareholder or any of its Associates is a party or by which the Shareholder, any of its Associates or any of the Subject Securities is or may be bound, or (iii) result in the imposition of a lien, encumbrance, limitation or restriction of any kind on any of the Subject Securities (other than those imposed hereunder).
- (c) **Ownership of Securities.** As of the date of this Agreement (i) the Shareholder and its Associates beneficially own or exercise control and direction over that number of common shares of the Company set forth under the heading "Common Shares of the Company Held" as set out on the signature page hereof, with the full power to vote or direct the voting of such shares (in all circumstances free and clear of any lien, encumbrance, limitation or restriction of any kind, including any restriction on the right to vote or otherwise dispose of the Subject Securities), (ii) other than as set out on the signature page hereof, neither the Shareholder nor any of its Associates directly or indirectly owns any other securities of the Company (including any options, warrants or other rights to acquire common shares of the Company) and (iii) none of the Subject Securities is subject to any voting trust or voting agreement or similar agreement.
- (d) **Reliance by POCML3.** The Shareholder understands and acknowledges that POCML3 is entering into the Subject Agreement in reliance upon the execution and delivery of this Agreement by the Shareholder, the performance by the Shareholder of its obligations under this Agreement and the compliance by the Shareholder and its Associates with the terms hereof.
- (e) **Further Assurances.** From time to time and without additional consideration, the Shareholder and its Associates shall execute and deliver, or cause to be executed and delivered, such additional instruments, and shall take such further actions, as POCML3 may reasonably request for the purpose of complying with its obligations hereunder.
- (f) **Appraisal Rights.** The Shareholder (on behalf of itself and its Associates) hereby waives any rights of appraisal or rights to dissent from the approval of the Subject

Agreement, the Transaction or related matters contemplated by the Subject Agreement, in any case that it may have under applicable law and shall not permit any such rights of appraisal or rights of dissent to be exercised with respect to the Subject Securities.

- (g) **Change in Representations and Warranties.** The Shareholder shall promptly notify POCML3 upon any of the Shareholders' representations or warranties contained in this Agreement becoming untrue or incorrect in any material respect prior to the Termination Date, and for the purposes of this provision, each representation and warranty shall be deemed to be given at and as of all times during such period (irrespective of any language which suggests that it is only being given as at the date hereof).
- (h) **Authorization.** The Shareholder has the authority to act as agent for and on behalf of each of its Associates and to make representations and warranties regarding, and to bind, each such Associate hereunder.

6. **Representations and Warranties of POCML3.** POCML3 hereby represents and warrants as follows to the Shareholder:

- (a) **Authorization, Execution and Enforceability.** All consents, approvals, authorizations and orders necessary for the execution and delivery by POCML3 of this Agreement have been obtained, and POCML3 has all legal capacity, full right, power and authority to enter into this Agreement, and perform POCML3's obligations hereunder, other than any regulatory and/or shareholder approvals which may be required to complete the Transaction and related matters. This Agreement has been duly executed and delivered by POCML3 and constitutes a valid and binding agreement of POCML3, enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to creditors' rights generally and subject to general principles of equity.
- (b) **No Conflict.** The execution and delivery of this Agreement by POCML3 does not, and the performance by POCML3 of its obligations under this Agreement will not, (i) conflict with or violate any law, rule, regulation, judgment, injunction, order or decree that is applicable to POCML3, or (ii) require any consent or other action by any person or result in, give rise to or constitute a violation or breach of or a default (or any event which with notice or lapse of time or both would become a violation, breach or default) under any of the terms of any understanding, agreement or other instrument or obligation to which POCML3 is a party or by which POCML3 is or may be bound.
- (c) **Reliance by the Shareholder.** POCML3 understands and acknowledges that the Shareholder is entering into this Agreement in reliance upon the execution and delivery of the Subject Agreement by POCML3, the performance by POCML3 of its obligations under the Subject Agreement and the compliance by POCML3 with the terms thereof.
- (d) **Change in Representations and Warranties.** POCML3 shall promptly notify the Shareholder upon any of POCML3's representations or warranties contained in this Agreement becoming untrue or incorrect in any material respect prior to the Termination Date, and for the purposes of this provision, each representation and warranty shall be deemed to be given at and as of all times during such period (irrespective of any language which suggests that it is only being given as at the date hereof).

- (e) **Bring-Down Assurance.** All of the representations and warranties contained in this Section 6 shall be valid and true as if repeated as at the Effective Date.

7. **Termination.** This Agreement, and all rights and obligations of the parties under this Agreement, shall terminate automatically without any further act of the parties: (a) if the Subject Agreement is terminated in accordance with its terms; (b) there has been any breach or non-performance by POCML3 of any of its covenants or agreements in this Agreement in any material respect or any of the representations and warranties of POCML3 contained herein are not true and correct in a material respect; or (c) the Transaction has been completed in accordance with the terms of the Subject Agreement.

8. **Miscellaneous.**

- (a) **Assignment; Binding Effect.** Except as provided herein, neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by the Shareholder, and any attempted or purported assignment or delegation of any of such interests or obligations shall be null and void and of no force or effect whatsoever. Subject to the preceding sentence, this Agreement shall be binding upon the Shareholder, its Associates and their respective successors and assigns, and shall inure to the benefit of POCML3 and its successors and assigns.
- (b) **No Third Party Beneficiaries.** Nothing in this Agreement is intended to confer on any person not party to this Agreement any rights or remedies of any nature.
- (c) **Fees and Expenses.** All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring any such cost or expense, whether or not the Transaction is consummated.
- (d) **Specific Performance.** The parties hereto agree that irreparable damage would occur in the event that any provision of this Agreement were not performed in accordance with its specific terms or were otherwise breached. Accordingly, the parties hereto acknowledge and hereby agree that in the event of any breach or threatened breach by the Shareholder or its Associates of any covenant or obligation set forth in this Agreement, POCML3 shall be entitled to an injunction or injunctions to prevent or restrain any breaches or threatened breaches of this Agreement, and to specifically enforce the terms and provisions of this Agreement to prevent or restrain breaches or threatened of, or to enforce compliance with, the covenants and obligations of the Shareholder and its Associates under this Agreement, in addition to any other remedy that may be available at law or in equity.
- (e) **Waiver.** No failure on the part of POCML3 to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of POCML3 in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. POCML3 shall not be deemed to have waived any claim available to it arising out of this Agreement, or any power, right, privilege or remedy of it under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of POCML3 and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

- (f) **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed duly delivered (i) one business day after being sent for next business day delivery, fees prepaid, via a reputable international overnight courier service or (ii) on the date of confirmation of receipt (or the first business day following such receipt if the date of such receipt is not a business day) of transmission by facsimile or email, in each case to the party to be notified at such party's address, facsimile number or email address as set forth below, or as subsequently modified by written notice:

if to POCML3:

POCML 3 Inc.
Suite 2210, 130 King Street West
Toronto, Ontario M5X 1E4
Attention: David D'Onofrio

Facsimile No.: (416) 362-7360

if to the Shareholder, at the contact details set forth on the execution page hereof.

- (g) **Disclosure.** Prior to first public disclosure of the existence and terms and conditions of this Agreement, neither party hereto shall disclose the existence of this Agreement or any details hereof, or the possibility of the Transaction or any terms or conditions or other information concerning the Transaction to any person other than the Shareholders' advisors and directors and officers of the Company, without the prior written consent of the other party hereto, except to the extent required by law or applicable stock exchange rules or policies of regulatory authorities. Notwithstanding the foregoing, the existence and terms and conditions of this Agreement may be disclosed by the Company and POCML3 in the press release issued in connection with the execution of the Subject Agreement, and other public disclosure documents in accordance with applicable securities legislation.
- (h) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof.
- (i) **Consent to Jurisdiction.** Each of the parties hereto irrevocably consents to the exclusive jurisdiction and venue of the Province of Ontario in connection with any matter based upon or arising out of this Agreement or the transactions contemplated hereby. Each of the parties hereto agrees that process may be served upon them in any manner authorized by the laws of the Province of Ontario for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue and process. Each of the parties hereto agrees not to commence any legal proceedings relating to or arising out of this Agreement or the transactions contemplated hereby in any jurisdiction or courts other than as provided herein.
- (j) **Counterparts.** This Agreement may be executed and delivered (including by facsimile or other electronic means) in separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

- (k) **Severability.** In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as to reasonably effect the intent of the parties hereto. The parties further agree to replace such illegal, void or unenforceable provision of this Agreement with a legal, valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such illegal, void or unenforceable provision.
- (l) **Amendments and Modification.** This Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by each of the parties hereto. To the extent the Subject Agreement is amended, modified, restated, replaced or superseded from time to time, all references herein to the Subject Agreement shall be to the Subject Agreement as modified, amended or restated from time to time or to the agreement which has replaced or superseded it from time to time, and any and all references to particular section of the Subject Agreement shall be deemed to be references to the analogous provision in the Subject Agreement as amended, modified or restated from time to time or to the agreement which has replaced it from time to time.
- (m) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties with respect thereto. No addition to or modification of any provision of this Agreement shall be binding upon either party unless made in writing and signed by both parties.
- (n) **Fiduciary Duties.** Notwithstanding any other provision of this Agreement, nothing in this Agreement shall prevent the Shareholder or any other person who is a director or officer of the Shareholder (if such person is a director or officer of the Company), solely in his or her capacity as a director or officer of the Company, from acting in accordance with the exercise of his or her fiduciary duties or taking any action which is permitted by the terms of the Subject Agreement.
- (o) **Time of the Essence.** Time shall be of the essence in this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the date first above written.

POCML 3 INC.

Per: _____
Authorized Signatory

)
)
)
)
)
)
)
Witness _____) Signature of Shareholder
)
)

Name of Shareholder: _____ Common Shares of the Company Held: _____

By the Shareholder: _____
By Associates of the Shareholder: _____

Address: _____ Options of the Company held: _____

By the Shareholder: _____
By Associates of the Shareholder: _____

Warrants of the Company held: _____
By the Shareholder: _____
By Associates of the Shareholder: _____

Fax Number: _____ Names of Associates: _____

SCHEDULE "C"

POCML LOCK-UP AGREEMENT

THIS AGREEMENT (the "**Agreement**") is made and entered into as of the ____ day of April, 2016 between Neo Lithium Corp. ("**Neo Lithium**") and the undersigned shareholder (the "**Shareholder**") of POCML 3 Inc. (the "**Company**"). Certain capitalized terms used in this Agreement are defined in Section 1 hereof.

WHEREAS, the Shareholder is the owner of record and/or beneficial owner of securities of the Company;

AND WHEREAS, as a condition precedent to Neo Lithium entering into an agreement dated April 8, 2016 between Neo Lithium and the Company (the "**Subject Agreement**"), pursuant to which, among other things, Neo Lithium and the Company shall effect a business combination, all as more particularly described therein (the "**Transaction**"), and in connection therewith the Company has requested that the Shareholder, and the Shareholder has agreed to, enter into this Agreement with respect to all securities of the Company that the Shareholder and its Associates own or hereafter acquire ownership of;

NOW THEREFORE, in consideration of the foregoing, as well as other good and valuable consideration, the receipt and sufficiency of which are acknowledged and accepted, and intending to be legally bound, the parties agree as follows:

9. **Definitions.** For the purposes of this Agreement, the following capitalized terms shall have the following meanings:
- (a) "**Associate**" shall have the meaning ascribed thereto in the *Business Corporations Act* (Ontario);
 - (b) "**Effective Date**" means the date that the Subject Agreement is executed and delivered.
 - (c) "**Subject Securities**" shall mean (i) all securities of the Company (including all common shares of the Company and all options, warrants and other rights to acquire such common shares) that are beneficially owned by the Shareholder and any Associate of the Shareholder as of the Effective Date; and (ii) all additional securities of the Company (including all additional common shares of the Company and all additional options, warrants and other rights to acquire such common shares) of which the Shareholder and/or any Associate of the Shareholder acquires ownership during the period commencing on the Effective Date and continuing until the Termination Date.
 - (d) "**Termination Date**" means the date that this Agreement is terminated pursuant to Section 7 hereof.
 - (e) "**Transfer**" of a security means the direct or indirect (i) sale, tender, assignment, pledge, encumbrance, grant of an option with respect to, transfer or disposition of such security or any interest in such security to any person, (ii) the entering into an agreement or commitment contemplating the possible sale of, tender of, assignment of, pledge of, encumbrance of, grant of an option with respect to, transfer of or disposition of such security or any interest therein to any person, or (iii) the reduction of any beneficial ownership of or ownership interest in such security, other than, in the case of each of (i) and (ii) above, to a person controlled, directly or indirectly, by the Shareholder and who agrees to be bound by this Agreement as if an original party hereto.

All other capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Subject Agreement.

10. **Agreement to Vote Subject Securities.** For the period commencing on the Effective Date and continuing until the Termination Date and subject to Sections 3, 7 and 8(n) hereof, at every meeting of the shareholders of the Company called and held with respect to any of the following, and at every adjournment or postponement thereof, and in connection with every written approval of the shareholders of the Company requested with respect to any of the following, the Shareholder (on behalf of itself and its Associates) shall:
- (a) vote or cause to be voted the Subject Securities eligible to be voted in favour of the approval of (i) the Transaction; and (ii) all other matters or transactions contemplated by the Subject Agreement or that would reasonably be expected to facilitate the Transaction; and
 - (b) not vote or cause to be voted any of the Subject Securities in favour of, and shall vote or cause to be voted the Subject Securities against, the approval of any other transaction, the approval or consummation of which would frustrate the purposes, or prevent or materially delay the approval or consummation, of the Transaction or the other transactions contemplated by the Subject Agreement.
11. **Irrevocable Proxy.** The Shareholder (on behalf of itself and its Associates) hereby revokes any and all previous proxies granted with respect to the Subject Securities. For the period commencing on the Effective Date and continuing until the Termination Date, the Shareholder (on behalf of itself and its Associates) hereby agrees to execute or cause to be executed all forms of proxy, shareholder resolutions and/or shareholder approvals delivered to shareholders of the Company in connection with any shareholders' meeting or other written approval contemplated in Section 2 hereof. It is acknowledged and agreed by the parties that any proxy, shareholder resolution and/or shareholder approval granted, executed or caused to be granted or executed by the Shareholder, as applicable, pursuant to this Section 3 shall be irrevocable and shall be granted in consideration of Neo Lithium entering into this Agreement and the Subject Agreement; provided, however, that any proxy, shareholder resolution and/or shareholder approval granted or executed, or caused to be granted or executed, by the Shareholder pursuant to this Section 3, as applicable, shall be and shall be deemed to be, without any further act of the Shareholder or its Associates, revoked immediately upon termination of this Agreement in accordance with its terms.
12. **Restrictions on Transfer.** For the period commencing on the Effective Date and continuing until the Termination Date:
- (a) the Shareholder (on behalf of itself and its Associates) shall not, directly or indirectly, cause or permit any Transfer of any of the Subject Securities to be effected; and
 - (b) the Shareholder (on behalf of itself and its Associates) shall ensure that, without Neo Lithium's prior written consent, (i) none of the Subject Securities is deposited into a voting trust; and (ii) no proxy is granted, and no voting agreement or similar agreement is entered into, with respect to any of the Subject Securities, other than pursuant to the terms hereof,

except to the extent specifically permitted pursuant to the Subject Agreement and Section 8(n) hereof.

13. **Representations and Warranties of the Shareholder.** The Shareholder hereby represents and warrants as follows to Neo Lithium:

- (a) **Authorization, Execution and Enforceability.** All consents, approvals, authorizations and orders necessary for the execution and delivery by the Shareholder of this Agreement have been obtained, and the Shareholder has all legal capacity, full right, power and authority to enter into this Agreement, and perform the Shareholder's obligations hereunder. This Agreement has been duly executed and delivered by the Shareholder and constitutes a valid and binding agreement of the Shareholder and its Associates, enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to creditors' rights generally and subject to general principles of equity.
- (b) **No Conflict.** The execution and delivery of this Agreement by the Shareholder does not, and the performance by the Shareholder of its obligations under this Agreement will not, (i) conflict with or violate any law, rule, regulation, judgment, injunction, order or decree that is applicable to the Shareholder or any of its Associates, (ii) require any consent or other action by any person or result in, give rise to or constitute a violation or breach of or a default (or any event which with notice or lapse of time or both would become a violation, breach or default) under any of the terms of any understanding, agreement or other instrument or obligation to which the Shareholder or any of its Associates is a party or by which the Shareholder, any of its Associates or any of the Subject Securities is or may be bound, or (iii) result in the imposition of a lien, encumbrance, limitation or restriction of any kind on any of the Subject Securities (other than those imposed hereunder).
- (c) **Ownership of Securities.** As of the date of this Agreement (i) the Shareholder and its Associates beneficially own or exercise control and direction over that number of common shares of the Company set forth under the heading "Common Shares of the Company Held" as set out on the signature page hereof, with the full power to vote or direct the voting of such shares (in all circumstances free and clear of any lien, encumbrance, limitation or restriction of any kind, including any restriction on the right to vote or otherwise dispose of the Subject Securities), (ii) other than as set out on the signature page hereof, neither the Shareholder nor any of its Associates directly or indirectly owns any other securities of the Company (including any options, warrants or other rights to acquire common shares of the Company) and (iii) none of the Subject Securities is subject to any voting trust or voting agreement or similar agreement.
- (d) **Reliance by Neo Lithium.** The Shareholder understands and acknowledges that Neo Lithium is entering into the Subject Agreement in reliance upon the execution and delivery of this Agreement by the Shareholder, the performance by the Shareholder of its obligations under this Agreement and the compliance by the Shareholder and its Associates with the terms hereof.
- (e) **Further Assurances.** From time to time and without additional consideration, the Shareholder and its Associates shall execute and deliver, or cause to be executed and delivered, such additional instruments, and shall take such further actions, as Neo Lithium may reasonably request for the purpose of complying with its obligations hereunder.

- (f) **Appraisal Rights.** The Shareholder (on behalf of itself and its Associates) hereby waives any rights of appraisal or rights to dissent from the approval of the Subject Agreement, the Transaction or related matters contemplated by the Subject Agreement, in any case that it may have under applicable law and shall not permit any such rights of appraisal or rights of dissent to be exercised with respect to the Subject Securities.
 - (g) **Change in Representations and Warranties.** The Shareholder shall promptly notify Neo Lithium upon any of the Shareholders' representations or warranties contained in this Agreement becoming untrue or incorrect in any material respect prior to the Termination Date, and for the purposes of this provision, each representation and warranty shall be deemed to be given at and as of all times during such period (irrespective of any language which suggests that it is only being given as at the date hereof).
 - (h) **Authorization.** The Shareholder has the authority to act as agent for and on behalf of each of its Associates and to make representations and warranties regarding, and to bind, each such Associate hereunder.
14. **Representations and Warranties of Neo Lithium.** Neo Lithium hereby represents and warrants as follows to the Shareholder:
- (a) **Authorization, Execution and Enforceability.** All consents, approvals, authorizations and orders necessary for the execution and delivery by Neo Lithium of this Agreement have been obtained, and Neo Lithium has all legal capacity, full right, power and authority to enter into this Agreement, and perform Neo Lithium's obligations hereunder, other than any regulatory and/or shareholder approvals which may be required to complete the Transaction and related matters. This Agreement has been duly executed and delivered by Neo Lithium and constitutes a valid and binding agreement of Neo Lithium, enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to creditors' rights generally and subject to general principles of equity.
 - (b) **No Conflict.** The execution and delivery of this Agreement by Neo Lithium does not, and the performance by Neo Lithium of its obligations under this Agreement will not, (i) conflict with or violate any law, rule, regulation, judgment, injunction, order or decree that is applicable to Neo Lithium, or (ii) require any consent or other action by any person or result in, give rise to or constitute a violation or breach of or a default (or any event which with notice or lapse of time or both would become a violation, breach or default) under any of the terms of any understanding, agreement or other instrument or obligation to which Neo Lithium is a party or by which Neo Lithium is or may be bound.
 - (c) **Reliance by the Shareholder.** Neo Lithium understands and acknowledges that the Shareholder is entering into this Agreement in reliance upon the execution and delivery of the Subject Agreement by Neo Lithium, the performance by Neo Lithium of its obligations under the Subject Agreement and the compliance by Neo Lithium with the terms thereof.
 - (d) **Change in Representations and Warranties.** Neo Lithium shall promptly notify the Shareholder upon any of Neo Lithium's representations or warranties contained in this Agreement becoming untrue or incorrect in any material respect prior to the Termination Date, and for the purposes of this provision, each representation and warranty shall be

deemed to be given at and as of all times during such period (irrespective of any language which suggests that it is only being given as at the date hereof).

- (e) **Bring-Down Assurance.** All of the representations and warranties contained in this Section 6 shall be valid and true as if repeated as at the Effective Date.

- 15. **Termination.** This Agreement, and all rights and obligations of the parties under this Agreement, shall terminate automatically without any further act of the parties: (a) if the Subject Agreement is terminated in accordance with its terms; (b) there has been any breach or non-performance by Neo Lithium of any of its covenants or agreements in this Agreement in any material respect or any of the representations and warranties of Neo Lithium contained herein are not true and correct in a material respect; or (c) the Transaction has been completed in accordance with the terms of the Subject Agreement.

- 16. **Miscellaneous.**

- (a) **Assignment; Binding Effect.** Except as provided herein, neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by the Shareholder, and any attempted or purported assignment or delegation of any of such interests or obligations shall be null and void and of no force or effect whatsoever. Subject to the preceding sentence, this Agreement shall be binding upon the Shareholder, its Associates and their respective successors and assigns, and shall inure to the benefit of Neo Lithium and its successors and assigns.
- (b) **No Third Party Beneficiaries.** Nothing in this Agreement is intended to confer on any person not party to this Agreement any rights or remedies of any nature.
- (c) **Fees and Expenses.** All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring any such cost or expense, whether or not the Transaction is consummated.
- (d) **Specific Performance.** The parties hereto agree that irreparable damage would occur in the event that any provision of this Agreement were not performed in accordance with its specific terms or were otherwise breached. Accordingly, the parties hereto acknowledge and hereby agree that in the event of any breach or threatened breach by the Shareholder or its Associates of any covenant or obligation set forth in this Agreement, Neo Lithium shall be entitled to an injunction or injunctions to prevent or restrain any breaches or threatened breaches of this Agreement, and to specifically enforce the terms and provisions of this Agreement to prevent or restrain breaches or threatened of, or to enforce compliance with, the covenants and obligations of the Shareholder and its Associates under this Agreement, in addition to any other remedy that may be available at law or in equity.
- (e) **Waiver.** No failure on the part of Neo Lithium to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of Neo Lithium in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. Neo Lithium shall not be deemed to have waived any claim available to it arising out of this Agreement, or any power, right, privilege or remedy of it under this Agreement, unless the waiver of such claim, power, right,

privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of Neo Lithium and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

- (f) **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed duly delivered (i) one business day after being sent for next business day delivery, fees prepaid, via a reputable international overnight courier service or (ii) on the date of confirmation of receipt (or the first business day following such receipt if the date of such receipt is not a business day) of transmission by facsimile or email, in each case to the party to be notified at such party's address, facsimile number or email address as set forth below, or as subsequently modified by written notice:

if to Neo Lithium:

Neo Lithium Corp.
333 Bay Street
Suite 2400
Toronto, Ontario M5H 2T6
Attention: President

Facsimile No.: 416-364-7813

if to the Shareholder, at the contact details set forth on the execution page hereof.

- (g) **Disclosure.** Prior to first public disclosure of the existence and terms and conditions of this Agreement, neither party hereto shall disclose the existence of this Agreement or any details hereof, or the possibility of the Transaction or any terms or conditions or other information concerning the Transaction to any person other than the Shareholders' advisors and directors and officers of the Company, without the prior written consent of the other party hereto, except to the extent required by law or applicable stock exchange rules or policies of regulatory authorities. Notwithstanding the foregoing, the existence and terms and conditions of this Agreement may be disclosed by the Company and Neo Lithium in the press release issued in connection with the execution of the Subject Agreement, and other public disclosure documents in accordance with applicable securities legislation.
- (h) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof.
- (i) **Consent to Jurisdiction.** Each of the parties hereto irrevocably consents to the exclusive jurisdiction and venue of the Province of Ontario in connection with any matter based upon or arising out of this Agreement or the transactions contemplated hereby. Each of the parties hereto agrees that process may be served upon them in any manner authorized by the laws of the Province of Ontario for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue and process. Each of the parties hereto agrees not to commence any legal proceedings relating to or arising out of this Agreement or the transactions contemplated hereby in any jurisdiction or courts other than as provided herein.

- (j) **Counterparts.** This Agreement may be executed and delivered (including by facsimile or other electronic means) in separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.
- (k) **Severability.** In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as to reasonably effect the intent of the parties hereto. The parties further agree to replace such illegal, void or unenforceable provision of this Agreement with a legal, valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such illegal, void or unenforceable provision.
- (l) **Amendments and Modification.** This Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by each of the parties hereto. To the extent the Subject Agreement is amended, modified, restated, replaced or superseded from time to time, all references herein to the Subject Agreement shall be to the Subject Agreement as modified, amended or restated from time to time or to the agreement which has replaced or superseded it from time to time, and any and all references to particular section of the Subject Agreement shall be deemed to be references to the analogous provision in the Subject Agreement as amended, modified or restated from time to time or to the agreement which has replaced it from time to time.
- (m) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties with respect thereto. No addition to or modification of any provision of this Agreement shall be binding upon either party unless made in writing and signed by both parties.
- (n) **Fiduciary Duties.** Notwithstanding any other provision of this Agreement, nothing in this Agreement shall prevent the Shareholder or any other person who is a director or officer of the Shareholder (if such person is a director or officer of the Company), solely in his or her capacity as a director or officer of the Company, from acting in accordance with the exercise of his or her fiduciary duties or taking any action which is permitted by the terms of the Subject Agreement.
- (o) **Time of the Essence.** Time shall be of the essence in this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the date first above written.

NEO LITHIUM CORP.

Per: _____
Authorized Signatory

)
)
)
)
)
)
)
Witness _____) Signature of Shareholder
)
)

Name of Shareholder: _____ Common Shares of the Company Held: _____

By the Shareholder: _____
By Associates of the Shareholder: _____

Address: _____ Options of the Company held: _____

By the Shareholder: _____
By Associates of the Shareholder: _____

Warrants of the Company held: _____
By the Shareholder: _____
By Associates of the Shareholder: _____

Fax Number: _____ Names of Associates: _____

SCHEDULE “H”
NEO LITHIUM AMALGAMATION RESOLUTION

RESOLVED AS A SPECIAL RESOLUTION THAT:

1. The amalgamation (the “**Amalgamation**”) of Neo Lithium Corp. (“**Neo Lithium**”) with POCML 3 Inc. (“**POCML**”), pursuant to which the holders of all of the outstanding common shares of Neo Lithium will receive, in lieu of the common shares of Neo Lithium held by such shareholders immediately prior to the Amalgamation, common shares of the company resulting from such Amalgamation (“**Amalco**”) on the basis of one common share of Amalco for every common share of Neo Lithium held, all as more particularly set out in the Master Agreement dated April 8, 2016 between POCML and Neo Lithium, a copy of which is attached as Schedule “G” to the joint information circular of POCML and Neo Lithium dated June 13, 2016 (the “**Information Circular**”), all as more particularly set forth in the Information Circular, is hereby authorized and approved.
2. The board of directors of Neo Lithium is authorized, in its sole discretion, to determine not to proceed with the Amalgamation, without further approval of the shareholders of Neo Lithium at any time prior to the completion of the Amalgamation.
3. Any officer or director of Neo Lithium is authorized, for and on behalf of Neo Lithium, to execute and deliver such documents and instruments and to take such other actions as such officer or director may determine to be necessary or advisable to implement the above resolutions and the matters authorized hereby.

SCHEDULE “I”
NEO LITHIUM MANAGEMENT’S DISCUSSION AND ANALYSIS

(See Attached)



NEO LITHIUM CORP.

MANAGEMENT DISCUSSION AND ANALYSIS

APRIL 15, 2016

(IN CANADIAN DOLLARS)

INTRODUCTION

This management's discussion and analysis of the financial condition and results of operation ("MD&A") of Neo Lithium Corp. ("Neo" or the "Company") should be read in conjunction with Neo's consolidated financial statements and notes thereto as at and for the 4 months period ended April 15, 2016. This MD&A has an effective date of June 13, 2016, the date this MD&A was reviewed by the Audit Committee and approved by the Board of Directors.

Except as otherwise indicated, all financial data in this MD&A have been prepared in accordance with International Financial Reporting Standards ("IFRS") issued by the International Accounting Standards Board ("IASB") and interpretations of the International Financial Reporting Interpretations Committee ("IFRIC").

All dollar amounts in this MD&A are reported in Canadian dollars, except otherwise stated.

FORWARD-LOOKING INFORMATION

This MD&A contains certain forward-looking information and forward-looking statements, as defined in applicable securities laws (collectively referred to herein as "forward-looking statements"). These statements relate to future events or the Company's future performance. All statements other than statements of historical fact are forward-looking statements. Often, but not always, forward-looking statements can be identified by the use of words such as "plans", "expects", "is expected", "budget", "scheduled", "estimates", "continues", "forecasts", "projects", "predicts", "intends", "anticipates" or "believes", or variations of, or the negatives of, such words and phrases, or state that certain actions, events or results "may", "could", "would", "should", "might" or "will" be taken, occur or be achieved. Forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause actual results to differ materially from those anticipated in such forward-looking statements.

The forward-looking statements in this MD&A speak only as of the date of this MD&A or as of the date specified in such statement. The following table outlines certain significant forward-looking statements contained in this MD&A and provides the material assumptions used to develop such forward-looking statements and material risk factors that could cause actual results to differ materially from the forward looking statements.

Forward-looking information	Assumptions	Risk factors
The Company's anticipated plans, costs, timing and capital for future development of its property in Argentina.	Financing will be available for future development of the Company's properties in Argentina; the actual results of the Company's development and production activities will be favourable; operating, development and production costs will not exceed the Company's expectations; the Company will be able to attract and retain skilled staff; all	Lithium price volatility; uncertainties involved in interpreting geological data and confirming title to acquired properties; the possibility that future development and production results will not be consistent with the Company's

Forward-looking information	Assumptions	Risk factors
	requisite regulatory and governmental approvals for development projects and other operations will be received on a timely basis upon terms acceptable to the Company, and applicable political and economic conditions will be favourable to the Company; the price of lithium and/or other applicable minerals and applicable interest and exchange rates will be favourable to the Company or at least under management's expectations; no title disputes will exist with respect to the Company's properties.	expectations; availability of financing for and actual results of the Company's development and production activities; increases in costs; environmental compliance and changes in environmental and other local legislation and regulation; interest rate and exchange rate fluctuations; changes in economic, political and regulatory conditions; the Company's ability to attract and retain skilled staff.
The Company's ability to meet its working capital needs at the current level for the twelve-month period.	The operating and development activities of the Company for the twelve-month period, and the costs associated therewith, will be consistent with the Company's current expectations; debt and equity markets, exchange and interest rates and other applicable economic conditions will be favourable to the Company.	Changes in debt and equity markets; timing and availability of external financing on acceptable terms; increases in costs; fluctuation in the commodity and currency markets; changes in environmental, regulatory and other local compliance; interest rate fluctuations; and changes in economic conditions affecting the Company's performance.
The Company's ability to carry out anticipated exploration on its property interests.	The exploration activities of the Company for the twelve-month period and the costs associated therewith will be consistent with the Company's current expectations; debt and equity markets, exchange and interest rates and other applicable economic conditions will be favourable to the Company.	Changes in debt and equity markets; timing and availability of external financing on acceptable terms; increases in costs; environmental compliance and changes in environmental and other local legislation and regulation; interest rate and exchange rate fluctuations; changes in economic conditions; receipt of applicable permits; and acts of nature.

Forward-looking information	Assumptions	Risk factors
Management's outlook regarding future trends.	Financing will be available for the Company's exploration, development and operating activities; the price of lithium and/or other applicable minerals will be favourable to the Company.	Lithium price volatility; changes in debt and equity markets; interest rate and exchange rate fluctuations; changes in economic and political conditions.
Asset values for the current quarter.	Management's belief that no write-down is required for its plant and equipment and mineral properties due to the Company's anticipated financing (debt or equity, or a combination of both) to implement planned work programs on the Company's projects.	If the Company does not obtain equity or debt financing on terms favourable to the Company or at all, a decline in asset values that could be deemed to be other than temporary may result in impairment losses.
Sensitivity analysis of financial instruments and equity investments.	Foreign exchange rates against the Canadian dollar and prices of equity investments will not be subject to change in excess of plus or minus 10%.	Changes in debt and equity markets; interest rate and exchange rate fluctuations.

Inherent in forward-looking statements are risks, uncertainties and other factors beyond the Company's ability to predict or control. Please also make reference to those risk factors referenced in the "Risk Factors" section below. Readers are cautioned that the preceding table does not contain an exhaustive list of the factors or assumptions that may affect the forward-looking statements, and that the assumptions underlying such statements may prove to be incorrect. Actual results and developments are likely to differ, and may differ materially from those expressed or implied by the forward-looking statements contained in this MD&A.

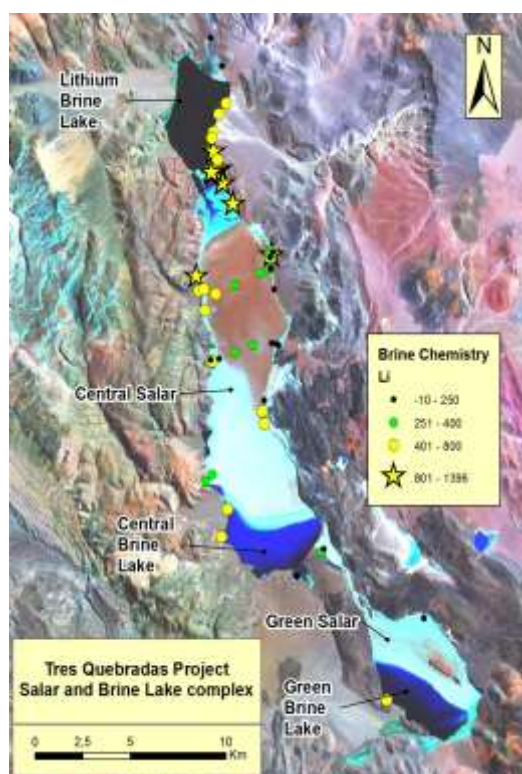
Forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the Company's actual results, performance or achievements to be materially different from any of its anticipated results, performance or achievements expressed or implied by forward-looking statements. All forward-looking statements herein are qualified by this cautionary statement. Accordingly, readers should not place undue reliance on forward-looking statements. The Company undertakes no obligation to update publicly or otherwise revise any forward-looking statements whether as a result of new information or future events or otherwise, except as may be required by law. If the Company does update one or more forward-looking statements, no inference should be drawn that it will make additional updates with respect to those or other forward-looking statements, unless required by law.

CORPORATE OVERVIEW

Neo Lithium Corp. was incorporated under the Canada Business Corporations Act on January 15, 2016. The Company operates in one industry segment; its principal business activities are the exploration and development of resource properties. The Company has a 100% owned subsidiary in Argentina known as Liex S.A. ("LIEX"). The principal head office of the Company is located at 333 Bay Street, Suite 2400, Toronto, Ontario M5H 2T6.

TRES QUEBRADAS PROJECT

Neo Lithium Corp. is currently undertaking the exploration of the Tres Quebradas lithium project which is located in the province of Catamarca, Argentina. The project consist of a salar and brine reservoir complex composed by 10 mining claims, 28,855 hectares and it is divided in 3 different targets: Northern Lithium Brine reservoir, Central Salar and Brine reservoir and Southern Green Salar and Brine reservoir.



Surface sampling completed today from the salar, rivers and reservoir surrounding the project shows the northern part of the project, Northern and Central, consist of high grade Target with 400 to 4000 Mg/L Li and no contaminants. Magnesium and Sulphates are contaminant in any lithium project that needs to be removed; in this project these minerals will not be required to be removed, decreasing the overall production cost. This high grade lithium Target extends for 14 km by 3 km.

This project was discovered in December 2015 and since then an initial exploration program was carried on under the supervision of the internal Qualified Person, Waldo Perez, CEO of the Company and the external Qualified Person, Mark King.

The work completed so far includes geologic mapping, surface and reservoir sampling, this last, using an electrical powered boat brine was collected at different depths from the reservoir. Mineralization was proven to be continuous, both, laterally and at depth. A large volume of samples was collected for metallurgical study; these will define the most appropriate processing methodology for the project's brine. The results will be ready by September 2016. The program will continue with the publication of a 43-101 to be finalized in June 2016 and a drilling program for early 2017.

The following table presents the property rights and evaluation and exploration costs incurred during the four months period ended April 15, 2016.

	Tres Quebradas
Balance as of January 15, 2016	\$ -
Assays	78,623
Consulting Fees	26,114
Field Crew	22,828
Field Work	5,495
Geological	149,832
Supplies and Miscellaneous	235
Travel / Transport	20,778
Mineral Property Payments	540,030
Effect of foreign exchange	(5,876)
Balance as at April 15, 2016	\$ 838,059

On January 11, 2016 an ownership group, which included two directors of the Company entered into a purchase and sale agreement, for the acquisition of 6 mining rights in the Tinogasta area, Catamarca province, Argentina. The total consideration of USD\$ 400,000 (of which USD\$ 100,000 is outstanding and included in accounts payable) was paid by the Company to the original owner.

Accordingly, on April 5, 2016 the Company entered into an assignment of rights agreement, through its wholly owned subsidiary, in which the right to the 6 mining rights noted above were transferred to the Company. A royalty of 1.5% over gross sales values was awarded to the ownership group. Two-thirds of this royalty is due to two directors of the Company.

On March 1, 2016, in addition to the 6 mining rights the Company, through its wholly owned subsidiary, got awarded 4 more mining rights in the same area from the Mining Department of Catamarca.

The total project is a salar and brine reservoir complex composed by 10 mining claims, 28,855 hectares and it is divided in 3 different targets: Northern Lithium Brine reservoir, Central Salar and Brine reservoir and Southern Green Salar and Brine reservoir.

Future obligations in respect to the Tres Quebradas project as at April 15, 2016, which will only be incurred if the Company starts production:

- The Catamarca province establishes a mining royalty of 3% over the mine-head value of the ore
- Annual royalty of 1.5% over gross sales to be divided in 3 equal parts, two of which are Directors and Officers of the Company (please refer to the related party section in this MDA).

OVERALL PERFORMANCE

The consolidated financial statements, including comparatives, have been prepared using International Financial Reporting Standards ("IFRS") applicable to a going concern, which assumes continuity of operations and realization of assets and settlement of liabilities in the normal course of business for the foreseeable future. The Company is subject to risks and challenges similar to companies in a comparable stage of exploration and development. As a result of these risks, there is significant doubt as to the appropriateness of the going concern assumption. There is no assurance that the Company's funding initiatives will continue to be successful and the Company's financial statements do not reflect the adjustments to the carrying values of assets and liabilities and the reported expenses and statement of financial position classifications that would be necessary if the going concern assumption was inappropriate. These adjustments could be material. The Company will have to raise additional funds to advance its exploration and development efforts and, while it has been successful in doing so in the past, there can be no assurance that it will be able to do so in the future.

This section discusses significant changes in the Consolidated Statements of Financial Position, Statements of Changes in Shareholders' Equity, Statements of Loss (Earnings) Comprehensive Loss (Earnings) and Deficit, and Statements of Cash Flows for the period ended April 15, 2016.

The following is selected financial data derived from the consolidated financial statements of the Company for the four months ended April 15, 2016.

Net loss	\$ (254,621)
Total comprehensive loss for the year	(251,709)
Net income (loss) per share (basic and diluted)	(0.02)
Working Capital	208,887

Total assets	\$ 1,481,386
Total liabilities	432,955
Total equity	1,048,431

RESULTS OF OPERATIONS

For the four months ended April 15, 2016:

For the four months ended April 15, 2016, the Company's net loss was \$254,621 (\$0.02 per share), the net loss was a result of the following:

- The Company incurred professional fees of \$165,488 for the four months ended April 15, 2016; this was primarily due to the acquisition of the mineral properties and to set up the corporate structure in Canada and Argentina.
- The Company registered a gain on foreign exchange of \$8,533 for the four months ended April 15, 2016, this was attributed to a stronger Canadian dollar against the Argentinean peso during the period.
- Salaries, benefits and directors fees for the four months ended April 15, 2016, were \$48,107 this is associated with senior management and a key consultant compensation. The Company does not pay directors fees at the moment.
- Marketing and Promotion expenditures for the four months ended April 15, 2016, were \$15,957 this was associated with the Company participation on a lithium tradeshow and image creation of the Company.
- Property investigation expense for the four months ended April 15, 2016, was \$16,556 this was associated with uncapitalized expenditures related with the mineral property in Argentina.

CONSOLIDATED FINANCIAL POSITION

This section should be read in conjunction with the Consolidated Statement of Financial Position and Statement of Shareholder's Equity as of April 15, 2016 and the corresponding notes thereto.

Consolidated Assets

Consolidated assets were \$1,481,386 at April 15, 2016. Cash and cash equivalents were \$622,491 with the property rights and exploration costs \$838,059 as a result of the purchase of the 6 mining claims to complete the 10 that complete the project as well as the exploration campaigns during the period. Office and field equipment was \$1,485 at April 15, 2016.

Consolidated Liabilities

Consolidated liabilities were \$432,955 at April 15, 2016, this balance is composed in part of the last property payment as well as some studies associated with the mineral property and legal fees for the period.

Shareholders' Equity

Shareholders' equity was \$1,048,431 at April 15, 2016 is primarily derived from the net loss for the period of \$254,621, offset by \$2,912 in favorable movements in the foreign currency translation adjustment, \$1,300,140 in proceeds received from the private placements held on February 9 and March 11, 2016.

LIQUIDITY AND CAPITAL MANAGEMENT

As at April 15, 2016, the Company had cash resources of \$622,491 and its net working capital was \$208,887. The Company anticipates that these resources will be sufficient to meet its current obligations, currently planned operating costs and expenditures on its mineral properties over the next 12 months.

The priority is to use the funds in the continuation and expansion of the Tres Quebradas lithium project. The current liabilities at April 15, 2016 includes accounts payable of \$432,955 primarily related to the final property payment, exploration expenditures, legal fees and regular burn rate expenses incurred during the four months period and payable in the normal course.

The Company manages capital based on project requirements being fundable from ongoing working capital and considering additional financings required to provide sufficient funds to maximize investment within exploration and development activities. Such additional financings are contemplated within the context of minimizing share dilution.

The Company does not currently own or have an interest in any producing mineral properties and does not derive any revenues from operations. The Company's activities have been funded through equity financing and the Company expects that it will continue to be able to utilize this source of financing until it develops cash flow from operations. There can be no assurance, however, that the Company will be successful in its efforts. If such funds are not available or other sources of finance cannot be obtained, then the Company will be forced to curtail its activities to a level for which funding is available and can be obtained.

CASH FLOW

During the 4 months period ended April 15, 2016, the Company used \$170,428 of cash in its operations. Receivables increased by \$17,442 due to an increase in sales tax recoverable from Canada and Argentina. Prepaid expenses increased by \$1,909 due to an increase in operational expenses associated with the Argentinean property. Accounts payable and accrued liabilities increased by \$432,955 as a result of expenditures related with the mineral exploration.

During the 4 months period ended April 15, 2016, the Company used \$839,544 of cash in its investing. During the current period, the Company spent \$838,059 on purchase of property rights, evaluation and exploration costs, composed mainly of the acquisition of the mineral rights of the Tres Quebradas project as well as exploration expenditures. The company spent \$1,485 on purchase of field and office equipment.

During the 4 months period ended April 15, 2016, the Company generated \$1,300,140 of cash with its financing activities. The Company received gross proceeds of \$140 and \$1,300,000 for the shares issued in the private placement completed on February 6, 2016 and March 11, 2016 respectively.

During the 4 months period ended April 15, 2016, the Company had a net decrease in cash and cash equivalents of \$631,024 and a foreign exchange gain of \$8,533 from the exchange rate difference, leaving cash and cash equivalents balance of \$622,491 as at April 15, 2016.

OFF-BALANCE SHEET ARRANGEMENTS

The Company has no off-balance sheet arrangements.

RELATED PARTY TRANSACTIONS

During the period ended April 15, 2016, the Company incurred the following related party transactions:

- (a) \$75,000 in legal fees to a law firm, Fasken Martineau DuMoulin LLP, of which a partner is a director of the Company as well as the legal counsel of the Company.
- (b) \$40,107 in fees paid to the CEO of the Company pursuant to a service contract. As at April 15, 2016, \$6,419 remained payable.
- (c) \$8,000 in fees paid to the CFO of the Company pursuant to a service contract. As at April 15, 2016, \$4,000 remained payable.
- (d) The Tres Quebradas project has a royalty commitment upon production of 1.5% over gross sales to be divided in 3 equal parts, two of which are Directors and Officers of the Company.

These transactions were in the normal course of operations and were measured at the exchange amount, which is the amount of consideration established and agreed to by the related parties.

Key management compensation:

Salaries and benefits	\$ 48,107
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SEGMENTED INFORMATION

The Company operates in one reportable and geographical segment. The Company's lithium project is in exploration stage. The Company's geographic information is summarized in the following table:

	Canada	Argentina	Total
As at April 15, 2016			
Current assets	\$ 542,989	\$ 98,853	\$ 641,842
Field and office equipment	-	1,485	1,485
Property rights and evaluation and exploration costs	-	838,059	838,059
Current liabilities	136,528	296,427	432,955
For the period ended April 15, 2016			
Net loss for the year	(234,791)	(19,830)	(254,621)

CRITICAL ACCOUNTING ESTIMATES

The Company prepares its consolidated financial statements in conformity with International Financial Reporting Standards ("IFRS"). The preparation of the Company's consolidated financial statements requires Management to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses. The Company lists its significant accounting policies in Note 3 of its consolidated financial statements, dated April 15, 2016.

Critical Accounting Estimates: Critical accounting estimates used in the preparation of the financial statements include the Company's estimate of recoverable value on its mineral properties as well as the value of stock-based compensation. Both of these estimates involve considerable judgment and are, or could be, affected by significant factors beyond the Company's control. The factors affecting stock-based compensation include estimates of when stock options might be exercised and the stock price volatility. The timing for exercise of options is beyond the Company's control and will depend upon a variety of factors including the market value of Company shares and financial objectives of the holders of the options. The Company has used historical data to determine volatility in accordance with Black-Scholes modeling, however the future volatility is inherently uncertain and the model has limitations. While these estimates can have a material impact on the stock-based compensation and hence results of operations, there is no impact on the Company's financial condition.

The Company's recorded values of its mineral properties are based on historical costs that expect to be recovered in the future. The Company's recoverability evaluation is based on market conditions for minerals, underlying mineral resources associated with the properties and future costs that may be required for ultimate realization through mining operations or by sale.

The Company operates in an industry that is exposed to risks and uncertainties, including exploration risk, development risk, commodity price risk, operating risk, ownership and political risk, funding and currency risk, as well as environmental risk. Bearing these risks in mind, the Company has assumed recent world commodity prices will be achievable, as will costs used in studies for potential construction and mining operations. Accordingly, there remains the potential for a material adjustment to the value assigned to mineral properties.

RECENT ACCOUNTING PRONOUNCEMENTS

A number of new standards, and amendments to standards and interpretations, are not yet effective for the period ended April 15, 2016, and have not been applied in preparing these consolidated financial statements. The following standards and interpretations have been issued by the IASB and the IFRIC Committees with effective dates relating to the annual accounting periods starting on or after the effective dates as follows:

IFRS 9, Financial Instruments, ("IFRS 9") was issued by the IASB in July 2014 in final form and will replace IAS 39, Financial Instruments: Recognition and Measurement ("IAS 39"). IFRS 9 uses a single approach to determine whether a financial asset is measured at amortized cost or fair value, replacing the multiple rules in IAS 39. The approach in IFRS 9 is based on how an entity manages its financial instruments in the context of its business model and the contractual cash flow characteristics of the financial assets. Most of the requirements in IAS 39 for classification and measurement of financial liabilities were carried forward unchanged to IFRS 9. The new standard also requires a single impairment method to be used, replacing the multiple impairment methods in IAS 39. IFRS 9 is effective for annual periods beginning on or after January 1, 2018.

IFRS 15, revenue from contracts and customers ("IFRS 15") was issued by the IASB on May 28, 2014, and will replace IAS 18, revenue, IAS 11, construction contracts, and related interpretations on revenue. IFRS 15 sets out the requirements for recognizing revenue that apply to all contracts with customers, except for contracts that are within the scope of the standards on leases, insurance contracts and financial instruments. IFRS 15 uses a control based approach to recognize revenue which is a change from the risk and reward approach under the current standard. Companies can elect to use either a full or modified retrospective approach when adopting this standard and it is effective for annual periods beginning on or after January 1, 2018.

IFRS 16, Leases ("IFRS 16") will bring most leases on-balance sheet for lessees under a single model, eliminating the distinction between operating and finance leases. Lessor accounting however remains largely unchanged and the distinction between operating and finance leases is retained. Under IFRS 16 a lessee recognizes a right-of-use asset and a lease liability. The right-of-use asset is treated similarly to other nonfinancial assets and depreciated accordingly and the liability accrues interest. This will typically produce a frontloaded expense profile (whereas operating leases under IAS 17, Leases ("IAS 17") would typically have had straight-line expenses) as an assumed linear depreciation of the right-of-use asset and the decreasing interest on the liability will lead to an overall decrease of expense over the reporting period. IFRS 16 supersedes IAS 17 and related interpretations and is effective for periods beginning on or after 1 January 2019, with earlier adoption permitted if IFRS 15, Revenue from Contracts with Customers has also been applied.

The Company intends to adopt this standard when it becomes effective.

FINANCIAL INSTRUMENTS

Risks Arising from Financial Instruments and Risk Management

The Company's activities expose it to a variety of financial risks: market risk (including foreign exchange risk and interest rate risk), credit risk and liquidity risk. The Company's overall risk management program focuses on the unpredictability of financial markets and seeks to minimize potential adverse effects on the financial performance of the Company.

The Company uses various methods to measure different types of risk to which it is exposed. These methods include sensitivity analysis in the case of interest rate, foreign exchange and other price risks.

Market Risk

Foreign exchange risk

The Company operates internationally and is exposed to foreign exchange risk arising from various currency exposures. The Company primarily operates in Argentina. Foreign exchange risk arises from future commercial transactions and recognized assets and liabilities denominated in a currency that is not the Company's functional currency. The Company's risk management policy is to review its exposure to non-Canadian dollar forecast operating costs on a case-by-case basis. The majority of the Company's forecast operating costs are in Argentinean pesos and Canadian dollars. The risk is measured using sensitivity analysis and cash flow forecasting.

The carrying amount of the Company's foreign currency denominated monetary assets and liabilities are as follows in CAD\$:

As at April 15, 2016		
	Assets	Liabilities
Argentinean pesos	\$ 98,853	\$ 17,954
Chilean pesos		14,961
British pounds		10,967
United States dollars	4,475	229,776
	\$103,328	\$273,658

Sensitivity

Based on the financial instruments held at April 15, 2016, had the Canadian dollar weakened/strengthened by 10% against these foreign currencies with all other variables held constant, the Company's post-tax loss for the year would have been \$17,033 higher/lower as a result of foreign exchange gains/losses on translation of non-Canadian dollar denominated financial instruments as detailed above. The Company's deficit would have been \$17,033 higher/lower had the Canadian dollar weakened/strengthened by 10% as a result of foreign exchange gains/losses on translation of non-Canadian dollar denominated financial instruments.

Cash flow fair value interest rate risk

The Company does not have any variable interest-bearing borrowings for which general rate fluctuations apply. The Company is exposed to interest rate risk to the extent of the funds invested in the Company's bank accounts.

Credit Risk

Credit risk refers to the risk that counterparty will default on its contractual obligations resulting in a financial loss to the group. Credit risk arises from cash and cash equivalents with banks and financial institutions as well as credit exposures to outstanding receivables.

It is management's opinion that the Company is not exposed to significant credit risk arising from these financial instruments.

Liquidity Risk

Prudent liquidity risk management implies maintaining sufficient cash at all times, liquid investments and committed credit facilities to meet the Company's commitments as they arise. The Company manages liquidity risk by maintaining adequate cash reserves and by continuously monitoring forecast and actual cash flows.

At April 15, 2016, the Company had net working capital of \$208,887 and anticipates this is sufficient to provide at least 12 months of planned activity. Furthermore, as at April 15, 2016 the long-term debt carried by the Company was nil.

Fair Value Estimation

The fair value of financial assets and financial liabilities must be estimated for recognition and measurement or for disclosure purposes. The carrying values of cash and cash equivalents, accounts receivables and payables are assumed to approximate their fair values due to their short-term nature.

CAPITAL MANAGEMENT

The Company defines capital that it manages as its shareholders' equity. The Company's objectives when managing capital are to safeguard its ability to continue as a going concern and provide increased shareholder value. As at April 15, 2016, the total managed capital was \$1,048,431.

The Company achieves its objectives by assessing economic conditions, its plans regarding development of its assets, and its obligations, and utilizing capital markets to raise equity when required.

RISKS AND UNCERTAINTIES

The Company is in the mineral exploration and development business and as such is exposed to a number of risks and uncertainties common to other companies in the same business.

Some of the possible risks include the following:

Global Financial and Mining Industry Conditions

The mining industry is capital intensive and subject to fluctuations in metal prices, market sentiment, foreign exchange and interest rates. Currently, the Company's only project has exposure to predominantly lithium and potash. The prices of these commodities greatly affect the value of the Company and the potential value of its properties and investments. This, in turn, greatly affects its ability to form joint ventures and the structure of any joint ventures formed. This is due, at least in part, to the underlying value of the Company's assets at different commodity prices.

Financing

The only source of future funding presently available to the Company is the sale of equity capital, the offering by the Company of an interest in its properties to be earned by a third party carrying out further exploration development or debt. Management has been successful in accessing the equity markets in the past, but there is no assurance that such sources will be available on acceptable terms in the future. Additionally, any future equity financings by the Company for the purpose of raising additional capital may result in substantial dilution to the holdings of existing shareholders.

Environmental Regulations

The Company must comply with the Argentinean environmental regulations governing air and water quality and land disturbance and provide for mine reclamation and closure costs. The Company seeks to operate within environmental protection standards that meet or exceed existing requirements in the countries in which the Company operates. Present or future laws and regulations, however, may affect the Company's operations. Future environmental costs may increase due to changing requirements or costs associated with exploration and the developing, operating and closing of mines. Programs may also be delayed or prohibited in some areas.

Management Expertise

The Company's business and operations are dependent on retaining the services of a small number of key employees. The success of the Company is, and will continue to be, to a significant extent, dependent on the expertise and experience of these employees. The loss of one or more of these employees could have a materially adverse effect on the Company. The Company does not maintain insurance on any of its key employees.

Tax Uncertainty

Argentinean mining tax regimes are subject to differing interpretations and are subject to constant change and may include fiscal stability guarantees. In looking forward, the Company plans to generate positive cash flows from the proceeds received from the sale of lithium and potash generated from the project or from the sale, in whole or in part, of the project. Currently those proceeds may be exposed to different interpretations of the Argentinean tax legislation. As a result, transactions may be challenged by tax authorities and the Company's operations may be assessed, which could result in significant additional taxes, penalties and interest.

Political Climate

The Company's Argentinean assets and operations are subject to various political, economic and other uncertainties, including, risks of political instability and changing political conditions, labour and civil unrest, acts of terrorism, expropriation, nationalization, renegotiation or nullification of existing concessions, licenses, permits, approvals and contracts; adverse changes in mining, taxation or other laws and policies and foreign exchange and repatriation restrictions; restrictions on foreign investment in or ownership of resources; and trade barriers or restrictions. The Company also may be hindered or prevented from claiming against or enforcing its rights with respect to a government's action because of the doctrine of sovereign immunity. It is not possible for the Company to accurately predict political or social conditions or developments or changes in laws or policy or to what extent, if any, such conditions, developments or changes may have a material adverse effect on the Company's operations. Moreover, it is possible that deterioration in economic conditions or other factors could result in a change in government policies respecting the presently unrestricted repatriation of capital investments and earnings.

Acquiring title to mineral properties is a very detailed and time-consuming process. Title to, and the area of, mineral properties may be disputed or impugned. Although the Company has investigated its title to the mineral properties for which it holds concessions or mineral leases or licenses, there can be no assurance that the Company has valid title to such mineral properties or that its title thereto will not be challenged or impugned. For example, mineral properties sometimes contain claims or transfer histories that examiners cannot verify. The Company does not carry title insurance with respect to its mineral properties. A successful challenge to a Company claim could cause the Company to lose its rights to mine that property, perhaps without compensation for its prior expenditures relating to the property. In addition, surface access to mineral properties can sometimes be difficult and may require negotiation with the surface owner or reliance on legal processes, both of which can be time consuming and expensive.

Risk Associated with an Emerging and Developing Market

The Company actively operates in Argentina, which is considered an emerging market. The Company may be materially adversely affected by risks associated with conducting exploration and mining activities in Argentina, including: political instability and violence; war and civil disturbance; acts of terrorism; expropriation or nationalization; inequitable treatment of non-domiciled companies; changing fiscal regimes; fluctuations in currency exchange rates; high rates of inflation; underdeveloped industrial and economic infrastructure; and unenforceability of contractual rights.

Argentinean regulators have broad authority to shut down and/or levy fines against operations that do not comply with regulations or standards. In addition to factors such as those listed above, the Company's mineral exploration and potential future mining activities in Argentina may also be affected in varying degrees by government regulations with respect to restrictions on production, price controls, foreign exchange controls, export controls, taxes, royalties, environmental legislation and mine safety. Regardless of the economic viability of the Company's interest in the Company's properties, and despite being beyond the Company's control, such factors may prevent or restrict mining of some or all of any deposits which the Company may find on the Company's properties.

Provincial governments of Argentina have considerable authority over exploration and mining in their province and there are Argentinean provinces where the provincial government has taken an anti-mining stance by passing laws to curtail or ban mining in those provinces. The current provincial government of Catamarca is supportive of the exploration and mining industry, though, laws relating to foreign investment, subsurface use, licensing, usage of chemicals for mineral extraction, companies, taxes, customs, currency, capital markets, pensions, insurance, banking and competition have been enacted or are still developing. Consequently, certain areas of judicial practice are not yet fully developed and are often difficult to predict and can result in arbitrary rulings.

Current volatility in the international and domestic capital markets have led to reduced liquidity and increased credit risk premiums for certain market participants and have resulted in a reduction of available financing. The Company may be subject to these disruptions and reductions in the availability of credit or increases in financing costs, which could result in experiencing financial difficulty.

Government authorities in emerging market countries often have a high degree of discretion and at times appear to act selectively or arbitrarily, without hearing or prior notice, and sometimes in a manner that may not be in full accordance with the law or that may be influenced by political or commercial considerations. Unlawful, selective or arbitrary governmental actions could include denial or withdrawal of licences, sudden and unexpected tax audits, forced liquidation, criminal prosecutions and civil actions. Although unlawful, selective or arbitrary government action may be challenged in court, such action, if directed at the Company or its shareholders, could have a material adverse effect on the Company's business, results of operations, financial condition and future prospects.

Companies operating in emerging markets are subject from time to time to the illegal activities of others, corruption or claims of illegal activities. Often in these markets the bribery of officials remains common, relative to developed markets. Social instability caused by criminal activity and corruption could increase support for renewed central authority, nationalism or violence and thus materially adversely affect the Company's ability to conduct its business effectively. Such activities have not had a significant effect on the Company's operations; however, there can be no assurance that they will not in the future, in which case they could restrict the Company's operations, business, financial condition, results of operations and future prospects and the value of the Company could be adversely affected by illegal activities by others, corruption or by claims, even if groundless, implicating the Company in illegal activities.

Investors in emerging markets should be aware that these markets are subject to greater risk than more developed markets, including in some cases significant legal, fiscal, economic and political risks. Accordingly, investors should exercise particular care in evaluating the risks involved in an investment in the Company and must decide for themselves whether, in the light of those risks, their investment is appropriate. Generally, investment in emerging and developing markets is suitable only for sophisticated investors who fully appreciate the significance of the risks involved.

Legal Contingencies

There is always a risk that the Company could be involved in various claims and litigations arising from the Company's normal course of business, such as employment and service contractor disputes. Currently management, while consulting with the Company's legal advisers, have found the probability remote of an adverse decision being made in any pending or threatened proceedings related to these

and other matters, or in any other matters where an amount that would be required to paid for any reason, would have a material impact on the Company's financial position, results of operations, or cash flows. However, there can be no assurances that such matters will be resolved in the Company's favour over time; thus making these matters highly uncertain.

PROPOSED TRANSACTION

On April 8, 2016, Neo entered into a binding definitive agreement with POCML 3 Inc., a company listed on the TSXV, which outlines the general terms and conditions of a proposed transaction pursuant to which Neo will enter into a business combination with POCML 3 Inc.. The definitive agreement was negotiated at arm's length and is effective as of April 8, 2016.

The transaction is subject to regulatory approval, including the approval of the TSX-V, and standard closing conditions, including the conditions described below. The transaction is structured as an amalgamation of Neo and POCML 3. The transaction does not constitute a non-arm's-length qualifying transaction (as defined by TSX-V Policy 2.4).

Pursuant to the transaction as currently proposed, the holders of the issued and outstanding Neo's shares and POCML 3 post consolidation shares will receive one common share of the company resulting from the amalgamation for each Neo and POCML 3 post consolidation share held immediately prior to the transaction. The deemed exchange price for the resulting issuer shares to be issued in exchange for the Neo Lithium shares shall be 35 cents per resulting issuer share, or such other price as permitted by applicable regulatory authorities, including the TSX-V.

Completion of the transaction is subject to a number of additional conditions.

SUBSEQUENT EVENTS

On May 12, 2016, the Company completed a brokered private placement financing for gross proceeds of \$11,450,000 and issued a total of 11,450,000 common shares at a price of \$1.00. In connection with the private placement the Company paid \$687,000, 6% of the gross proceeds to the participating brokers and issued 572,500 broker's warrants, 5% of the gross proceeds. Each broker warrant entitles the holder thereof to purchase one common share at a price of \$1.00 per share over a 24 month period. The fair value of the broker's warrants was determined to be \$438,402 and the share issuance costs were \$250,150. As part of this private placement the Company raised gross proceeds \$250,000 on a non-brokered basis and issued a total of 250,000 common shares at a price of \$1.00.

Neo entered into a binding definitive agreement with POCML 3 Inc., please refer to the Proposed Transaction note on this MD&A.

SHARE CAPITAL

As of this date, the Company had 38,700,000 issued and outstanding common shares. The Company does not have stock options or warrants outstanding. Therefore, the Company had 27,000,000 common

shares outstanding on a fully diluted basis. Refer to note 10 to the consolidated financial statements as at and for the period ended April 15, 2016.

SCHEDULE “J”
POCML MANAGEMENT’S DISCUSSION AND ANALYSIS

(See Attached)

POCML 3 INC.

(a Capital Pool Corporation)

Management's Discussion and Analysis

For the Quarter Ended: **January 31, 2016**

Date of Report: **March 31, 2016**

This management's discussion and analysis of the financial condition and results of operation ("MD&A") of POCML 3 Inc. ("POCML" or the "Company") should be read in conjunction with POCML's unaudited condensed interim financial statements and notes thereto as at and for the six months ended January 31, 2016, the audited financial statements for the period ended July 31, 2015 and the prospectus dated October 29, 2014.

All financial data in this MD&A has been prepared in accordance with International Financial Reporting Standards ("IFRS") issued by the International Accounting Standards Board ("IASB") and interpretations of the International Financial Reporting Interpretations Committee ("IFRIC"). All dollar amounts in this MD&A are reported in Canadian dollars.

Caution Regarding Forward-Looking Information:

Certain information contained in this MD&A constitutes forward-looking information, which is information regarding possible events, conditions or results of operations of the Company that is based upon assumptions about future economic conditions and courses of action and which is inherently uncertain. All information other than statements of historical fact may be forward-looking information. Forward-looking information is often, but not always, identified by the use of words such as "seek", "anticipate", "budget", "plan", "continue", "estimate", "expect", "forecast", "may", "will", "project", "predict", "potential", "targeting", "intend", "could", "might", "should", "believe" and similar words or phrases (including negative variations) suggesting future outcomes or statements regarding an outlook. Forward-looking information contained in this MD&A includes, without limitation, our expectations regarding anticipated investment activities and results and financing activities, the impact of changes in accounting policies and other factors on our operating results, and the performance of global capital markets and interest rates.

Forward-looking information involves known and unknown risks, uncertainties and other factors that may cause actual results or events to differ materially from those anticipated in such forward-looking information. The Company believes the expectations reflected in the forward-looking information are reasonable but no assurance can be given that these expectations will prove to be correct and readers are cautioned not to place undue reliance on forward-looking information contained in this MD&A. The forward-looking information contained in this MD&A is provided as of the date hereof and the Company undertakes no obligation to update publicly or revise any forward-looking information, whether as a result of new information, future events or otherwise, except as otherwise required by law. All of the forward-looking information contained in this MD&A is expressly qualified by this cautionary statement.

Nature of the Business and Incorporation:

POCML was incorporated under the Ontario Business Corporation Act on April 30, 2014 and is classified as a Capital Pool Corporation as defined in the Policy 2.4 of the TSX Venture Exchange (the "Exchange").

The Company's continuing operations, as intended, are dependent on its ability to secure equity financing with which it intends to identify and evaluate potential acquisitions of businesses, and once identified and evaluated, to negotiate an acquisition thereof or participation therein subject to receipt of regulatory and, if required, shareholders' approval.

The Company's continuing operations as intended are dependent upon its ability to identify, evaluate and negotiate an acquisition or business, or an interest therein. Such an acquisition will be subject to the approval of the regulatory authorities concerned and, in the case of a non-arm's-length transaction, of the majority of the minority shareholders.

The Company is domiciled in the province of Ontario, Canada and the head office and the registered head office of the Company is located at 130 King Street West, Suite 2210, Toronto, Ontario M5X 1E4.

The Company currently has one employee, David D'Onofrio, who is the Chief Executive Officer and Chief Financial Officer.

Selected Financial Information:

Summarized selected financial information with respect to the Company for the six months ended January 31, 2016 is as follows with comparatives from January 31, 2015:

	January 31, 2016	January 31, 2015
Operating expenses	\$ 11,909	\$ 118,824
Net loss and comprehensive loss	\$ 11,909	\$ 118,824
Total assets	\$ 586,357	\$ 602,164
Total liabilities	\$ 12,619	\$ 1,960
Shareholders' equity	\$ 573,738	\$ 600,204

Results of Operations – Three months ended January 31, 2016

The Company recorded a net loss and comprehensive loss of \$9,204 during the three months ended January 31, 2016 compared to a net loss of \$104,451 during the three months ended January 31, 2015.

The net loss for the three months ended January 31, 2016 is represented by the following expenses incurred in the period:

Interest Income	(1,083)
Office and general	3,437
Professional fees	6,850
Stock-based Compensation	--
	<u>\$ 9,204</u>

The Company, during the three months ended January 31, 2016, incurred professional fees relating to auditing and accounting, as well as listing and filing fees all relating to the Company's listing on the Exchange and included in Office and general (see information elsewhere in this MD&A).

Results of Operations – Six months ended January 31, 2016

The Company recorded a net loss and comprehensive loss of \$11,909 during the six months ended January 31, 2016, compared to a net loss and comprehensive loss of \$118,824 the six months ended January 31, 2015.

The net loss for the six months ended January 31, 2016 is represented by the following expenses incurred in the period:

Interest Income	(2,416)
Office and general	4,272
Professional fees	10,053
Stock-based compensation	<u>-</u>
	<u>\$11,909</u>

The Company, during the six months ended January 31, 2016, incurred legal and professional fees relating to auditing and accounting, as well as listing and filing fees all relating to the Company's listing on the Exchange (see information elsewhere in this MD&A).

Loss per share for the six months ended July 31, 2016 was \$(0.00).

Liquidity and capital resources

As at January 31, 2016, the Company had \$576,684 in cash, and on January 31, 2015, the Company had cash of \$595,609.

Total liabilities at January 31, 2016 were \$12,619, an increase of \$10,659 from January 31, 2015. This increase relates to professional fees incurred for auditing services and filing fees.

Shareholder equity decreased to \$573,738 as at January 31, 2016, down by \$28,467 from January 31, 2015.

Segmented Information

The Company has a single reportable geographic segment – Canada – and all of the Company's assets are located in Canada.

Off-Balance Sheet Arrangements

The Company has no off-balance sheet arrangements.

Investor Relations

During the six months ended January 31, 2016, the Company's management handled the Company's investor relations activities.

Outstanding Share Capital as at January 31, 2016

(a) Authorized	
Unlimited number of common shares	
Unlimited number of special shares	
(b) Issued	
7,000,000 common shares	\$628,415

(c) Escrowed shares:

On July 11, 2014 the Corporation issued 5,000,000 common shares at \$0.075 per share for total proceeds of \$375,000.

The issued and outstanding common shares will be held in escrow pursuant to the requirements of the Exchange to be released as to 10% thereof on the completion of the Corporation's Qualifying Transaction, as defined in the policies of the Exchange, and as to 15% thereof on each of the 6th, 12th, 18th, 24th, 30th and 36th months following the initial release.

All common shares acquired on exercise of stock options granted to directors and officers prior to the completion of a Qualifying Transaction, must also be deposited in escrow until the final exchange bulletin is issued.

All common shares of the Corporation acquired in the secondary market prior to the completion of a Qualifying Transaction by a Control Person, as defined in the policies of the Exchange, are required to be deposited in escrow. Subject to certain permitted exemptions, all securities of the Corporation held by principals of the resulting issuer will also be escrowed.

The cash raised from its initial public offering will be primarily used to pursue a qualifying transaction.

On January 15, 2015, the Corporation completed an initial public offering of 2,000,000 common shares at \$0.15 per share for gross proceeds of \$300,000 pursuant to a prospectus dated October 29, 2014. The Corporation paid cash commission and other expenses of \$34,000 and also issued 160,000 agent options to registered agent valued at \$12,585 for total share issuance cost of \$46,585. Each agent option entitles the holders to purchase the common shares at a price of \$0.15 per common share until January 15, 2017. The value of the agent options is

based on the value of the equity instrument granted as the value of the service was not readily available.

Under the agency agreement, the Company granted to the agent the option to purchase 160,000 common shares at a price of \$0.15 per common share. This option will be available for exercise for a period of 24 months from the date of grant. In addition, the Company paid a commission of \$24,000, representing 8% of the aggregate gross proceeds of the offering to the agent as compensation for acting as agent, and a corporate finance fee of \$10,000.

Transactions with Related Parties

Related parties include the Board of Directors, close family members and enterprises which are controlled by these individuals as well as persons performing similar functions.

Related parties included the Board of Directors, close family members and enterprises which are controlled by these individuals as well as persons performing similar functions.

During the year ended July 31, 2015, 700,000 stock options were granted to directors which were valued at \$78,028. There was no further compensation to key management personnel for the six months ended January 31, 2016

Financial Instruments

The carrying values of cash, amounts receivable, and accounts payable and accrued liabilities approximate fair value due to the relatively short term maturities of these instruments.

Management of Capital

The Company's objective when managing capital is to maintain its ability to continue as a going concern in order to provide returns for shareholders and benefits for other stakeholders.

The Company includes equity, comprised of issued common shares and deficit, in the definition of capital.

The Company's primary objective with respect to its capital management is to ensure that it has sufficient cash resources to fund the identification and evaluation of potential acquisitions. To secure the additional capital necessary to pursue these plans, the Company may attempt to raise additional funds through the issuance of equity or by securing strategic partners.

The proceeds raised from the issuance of common shares may only be used to identify and evaluate assets or businesses for future investment, with the exception that not more than the lesser of 30% of the gross proceeds from the issuance of shares or \$210,000 may be used to cover prescribed costs of issuing the common shares or administrative and general expenses of the Company. These restrictions apply until completion of a Qualifying Transaction by the Company as defined under the Exchange policy 2.4.

Future Change in Accounting Policies

Refer to Note 2 in the Notes to the Condensed Interim Financial Statements as at and for the six months ended January 31, 2016 for details of the Company's significant accounting policies. The following are future changes in accounting policies:

(a) IFRS 9, Financial Instruments

IFRS 9 Financial Instruments was issued by the IASB in July 2014 and will replace IAS 39 Financial Instruments: Recognition and Measurement. IFRS 9 uses a single approach to determine whether a financial asset is measured at amortized cost or fair value, replacing the multiple rules in IAS 39. The approach in IFRS 9 is based on how an entity manages its financial instruments in the context of its business model and the contractual cash flow characteristics of the financial assets. Most of the requirements in IAS 39 for classification and measurement of financial liabilities were carried forward unchanged to IFRS 9. The new standard also requires a single impairment method to be used, replacing the multiple impairment methods in IAS 39. IFRS 9 is effective for annual periods beginning on or after January 1, 2018.

Contingency

There is no assurance that the Company will identify a business or asset that warrants acquisition or participation within the time limitations permissible under the policies of the Exchange, at which time the Exchange may suspend or de-list the Company's shares from trading.

Risk Disclosures and Fair Value

The Company's financial instruments, consisting of cash, amounts receivable and accounts payable and accrued liabilities approximates fair value due to the relatively short term maturities of the instrument. It is management's opinion that the Company is not exposed to significant interest, currency or credit risks arising from these financial instruments.

Additional Information:

Additional information relating to POCML 3 Inc., including its audited financial statements for the year ended July 31, 2015, audited financial statements from incorporation (April 30, 2014) to July 31, 2014 and its prospectus dated October 29, 2014, are available under the Company's profile on SEDAR at www.sedar.com.

Outlook

Management believes the Company is well positioned to seek and complete a qualifying transaction. The Company believes that it has sufficient cash and capital resources

Subsequent Event

POCML 3 Inc. has entered into a binding letter agreement with Neo Lithium Corp. which outlines the general terms and conditions of a proposed transaction pursuant to which POCML 3 will enter into a business combination with Neo Lithium. The LOI was negotiated at arm's length and is effective as of March 4, 2016.

Neo Lithium is a company governed by the laws of the province of Ontario, and holds mineral and surface rights over a newly discovered and unique lithium salar and brine lake complex in Argentina, containing a rare lithium-rich brine lake. The project has road access and no indigenous or other communities in the area. A Chilean port is 250 kilometres away. The property encompasses approximately 300 square kilometres with the lithium salar and brine lake complex encompassing approximately 160 square kilometres. Initial surface sampling shows high lithium grades -- comparable with current producing mines, high potassium credits and the lowest combined levels of contaminants of any known project (magnesium and sulphate). The technical team that discovered this unique complex is one of the most experienced in the modern era in lithium salars, having discovered and lead the technical work, including resource definition and full feasibility study that established the Cauchari lithium salar as one of the largest and highest quality lithium salars in the world.

The transaction terms outlined in the LOI are binding on the parties, and the LOI is expected to be superseded by a definitive agreement to be signed between the parties. The transaction is subject to regulatory approval, including the approval of the TSX-V, and standard closing conditions, including completion of due diligence investigations to the satisfaction of each of POCML 3 and Neo Lithium, as well as the conditions described below. The legal structure for the transaction will be determined after the parties have considered all applicable tax, corporate and securities law, and accounting efficiencies, but is currently anticipated to be structured as an amalgamation of POCML 3 and Neo Lithium.

Trading in the common shares of POCML 3 will be halted as a result of this announcement and will remain halted until the resumption of trading is approved by the TSX-V.

Prior to completion of the transaction, POCML 3 proposes to effect a consolidation of the issued and outstanding POCML 3 shares on the basis of 0.91 of one new POCML 3 share for every one old POCML 3 share issued and outstanding. At the time of closing of the transaction, it is anticipated that Neo Lithium will have approximately 27 million common shares and no convertible securities outstanding.

Concurrent financing

In connection with the completion of the transaction, Neo Lithium has also entered into an arrangement to complete a private placement of a minimum of 12,000,000 subscription receipts of POCML 3 ("Subscription Receipts") at a price of \$0.35 per Subscription Receipt to raise aggregate gross minimum proceeds of \$4,200,000 and up to approximately \$7,000,000 (the "Financing"). Completion of the Financing is a condition of the completion of the Transaction.

Each Subscription Receipt will automatically convert on the satisfaction or waiver of all conditions precedent to the Transaction and certain other ancillary conditions (the "Release Conditions") into POCML Post-Consolidation Shares without any further consideration on the part of the purchaser immediately prior to effecting the Transaction.

The gross proceeds from the Financing will be held in escrow pending the satisfaction of the Release Conditions, whereupon the POCML Post-Consolidation Shares underlying the Subscription Receipts will be issued to the purchasers and the gross proceeds of the Financing will be paid to POCML 3. In the event the Transaction does not occur by a scheduled deadline to be determined, the gross proceeds of the Financing shall be returned to the purchasers pro rata without any deduction or interest and the Subscription Receipts shall be automatically cancelled.

It is intended that the proceeds raised pursuant to the Financing will be used for further exploration and technical work in respect of Neo Lithium's project and for general corporate purposes. The Financing is anticipated to close on or about March 31, 2016.

Prior to the completion of the Transaction, POCML 3 shall call a meeting of its shareholders for the purpose of approving, among other matters, (i) the Consolidation; (ii) a change of name of POCML 3 to complement the business of the Resulting Issuer; (iii) election of the board of directors of POCML 3; and (iv) if required, the approval of the Transaction. Upon closing of the Transaction, the board of the Resulting Issuer shall be reconstituted to be comprised of five members nominated by Neo Lithium in a manner that complies with the requirements of the TSXV and applicable securities laws.

Other Conditions to Transaction

Completion of the Transaction is subject to a number of conditions, including, but not limited to, TSXV acceptance and, if applicable, majority of the minority shareholder approval. Where applicable, the Transaction cannot close until the required shareholder approval is obtained. There can be no assurance that the Transaction will be completed as proposed, or at all.

Further details about the proposed Transaction and the Resulting Issuer can be found in the POCML 3 Inc. Press release dated March 4, 2016.

POCML 3 INC.

(a Capital Pool Corporation)

Management's Discussion and Analysis

For the Year Ended: **July 31, 2015**

Date of Report: **November 30, 2015**

This management's discussion and analysis of the financial condition and results of operation ("MD&A") of POCML 3 Inc. ("POCML" or the "Company") should be read in conjunction with POCML's audited financial statements and notes thereto as at and for year ended July 31, 2015, the audited financial statements for the period ended July 31, 2014 and the prospectus dated October 29, 2014.

All financial data in this MD&A has been prepared in accordance with International Financial Reporting Standards ("IFRS") issued by the International Accounting Standards Board ("IASB") and interpretations of the International Financial Reporting Interpretations Committee ("IFRIC"). All dollar amounts in this MD&A are reported in Canadian dollars.

Caution Regarding Forward-Looking Information:

Certain information contained in this MD&A constitutes forward-looking information, which is information regarding possible events, conditions or results of operations of the Company that is based upon assumptions about future economic conditions and courses of action and which is inherently uncertain. All information other than statements of historical fact may be forward-looking information. Forward-looking information is often, but not always, identified by the use of words such as "seek", "anticipate", "budget", "plan", "continue", "estimate", "expect", "forecast", "may", "will", "project", "predict", "potential", "targeting", "intend", "could", "might", "should", "believe" and similar words or phrases (including negative variations) suggesting future outcomes or statements regarding an outlook. Forward-looking information contained in this MD&A includes, without limitation, our expectations regarding anticipated investment activities and results and financing activities, the impact of changes in accounting policies and other factors on our operating results, and the performance of global capital markets and interest rates.

Forward-looking information involves known and unknown risks, uncertainties and other factors that may cause actual results or events to differ materially from those anticipated in such forward-looking information. The Company believes the expectations reflected in the forward-looking information are reasonable but no assurance can be given that these expectations will prove to be correct and readers are cautioned not to place undue reliance on forward-looking information contained in this MD&A. The forward-looking information contained in this MD&A is provided as of the date hereof and the Company undertakes no obligation to update publicly or revise any forward-looking information, whether as a result of new information, future events or otherwise, except as otherwise required by law. All of the forward-looking information contained in this MD&A is expressly qualified by this cautionary statement.

Nature of the Business and Incorporation:

POCML was incorporated under the Ontario Business Corporation Act on April 30, 2014 and is classified as a Capital Pool Corporation as defined in the Policy 2.4 of the TSX Venture Exchange (the "Exchange"). The Company's continuing operations, as intended, are dependent on its ability to secure equity financing

with which it intends to identify and evaluate potential acquisitions of businesses, and once identified and evaluated, to negotiate an acquisition thereof or participation therein subject to receipt of regulatory and, if require, shareholders' approval.

The Company's continuing operations as intended are dependent upon its ability to identify, evaluate and negotiate an acquisition or business, or an interest therein. Such an acquisition will be subject to the approval of the regulatory authorities concerned and, in the case of a non-arm's-length transaction, of the majority of the minority shareholders.

The Company is domiciled in the province of Ontario, Canada and the head office and the registered head office of the Company is located at 130 King Street West, Suite 2210, Toronto, Ontario M5X 1E4.

The Company currently has one employee, David D'Onofrio, who is the Chief Executive Officer and Chief Financial Officer. Mr. D'Onofrio is not compensated by the Company.

Selected Financial Information:

Summarized selected financial information with respect to the Company for the year ended July 31, 2015 is as follows with comparatives from incorporation (April 30, 2014) to July 31, 2014:

	July 31, 2015	July 31, 2014
Operating expenses	\$ 133,381	--
Net loss and comprehensive loss	\$ 133,381	--
Total assets	\$ 588,853	\$ 375,000
Total liabilities	\$ 3,206	--
Shareholders' equity	\$ 585,647	\$ 375,000

Results of Operations – Three months ended July 31, 2015

The Company recorded a net loss and comprehensive loss of \$2,704 during the three months ended July 31, 2015. There was no comparative period as there has been no operating activity for the period from the Date of Incorporation (April 30, 2014) to July 31, 2014.

The net loss for the three months ended July 31, 2015 is represented by the following expenses incurred in the period:

Office and general	1,239
Professional fees	1,465
Stock-based Compensation	--
	<u>\$ 2,704</u>

The Company, during the three months ended July 31, 2015, incurred professional fees relating to auditing and accounting, as well as listing and filing fees all relating to the Company's listing on the Exchange and included in Office and general (see information elsewhere in this MD&A).

Results of Operations – The Year Ended July 31, 2015

The Company recorded a net loss and comprehensive loss of \$133,381 during the three months ended July 31, 2015. There was no comparative period as there has been no operating activity for the period from the Date of Incorporation (April 30, 2014) to July 31, 2014.

The net loss for the year ended July 31, 2015 is represented by the following expenses incurred in the period:

Interest income	(1,209)
Office and general	28,752
Professional fees	27,810
Stock-based Compensation	<u>78,028</u>
	<u>133,381</u>

The Company, during the three months ended July 31, 2015, incurred professional fees relating to auditing and accounting, as well as listing and filing fees all relating to the Company's listing on the Exchange and included in Office and general (see information elsewhere in this MD&A).

Summary of Quarterly Results

As the company only became a reporting issuer in January 2015, we have included a summary of quarterly results for the last three quarters:

	Jan 31, 2015	April 30, 2015	July 31, 2015
Total Revenue		--	
Expenses	\$ 104,451	\$ 11,853	2,704
Net Gain (Loss)	(\$ 104,451)	(\$ 11,853)	(\$ 2,704)
Basic and diluted loss per share	(0.30)	(0.01)	(0.00)

Liquidity and capital resources

As at July 31, 2015, the Company had \$580,965 in cash, and on July 31, 2014, the Company had cash of \$0 and a share subscription receivable of \$375,000.

Total liabilities at July 31, 2015 were \$3,206, an increase of \$3,206 from July 31, 2014. This increase relates to professional fees incurred for auditing services and filing fees.

Shareholder equity increased to \$585, 647 as at July 31, 2015, up by \$210,647 from July 31, 2014. The increase is attributable to the IPO that completed on January 15, 2015.

During the period, the Company completed its initial public offering of 2,000,000 common shares of the Company at the price of \$0.15 per share for gross proceeds of \$300,000 (the "Proceeds"). Dundee Capital Markets acted as an agent (the "Agent") for the IPO. The company paid the Agent a cash commission equal to 8% of the Proceeds and granted non-transferable options to purchase 160,000 common shares of the Company at the price of \$0.15 per share until January 15, 2017. The Agent also received a corporate finance fee. The net proceeds of the offering were \$253,415.

Segmented Information

The Company has a single reportable geographic segment – Canada – and all of the Company's assets are located in Canada.

Off-Balance Sheet Arrangements

The Company has no off-balance sheet arrangements.

Investor Relations

During the year ended July 31, 2015, the Company's management handled the Company's investor relations activities.

Outstanding Share Capital as at July 31, 2015

(a) Authorized		
	Unlimited number of common shares	
	Unlimited number of special shares	
(b) Issued		
	7,000,000 common shares	\$628,415

(c) Escrowed shares:

On July 11, 2014 the Corporation issued 5,000,000 common shares at \$0.075 per share for total proceeds of \$375,000.

The issued and outstanding common shares will be held in escrow pursuant to the requirements of the Exchange to be released as to 10% thereof on the completion of the Corporation's Qualifying Transaction, as defined in the policies of the Exchange, and as to 15% thereof on each of the 6th, 12th, 18th, 24th, 30th and 36th months following the initial release.

All common shares acquired on exercise of stock options granted to directors and officers prior to the completion of a Qualifying Transaction, must also be deposited in escrow until the final exchange bulletin is issued.

All common shares of the Corporation acquired in the secondary market prior to the completion of a Qualifying Transaction by a Control Person, as defined in the policies of the Exchange, are required to be deposited in escrow. Subject to certain permitted exemptions, all securities of the Corporation held by principals of the resulting issuer will also be escrowed.

The cash raised from its initial public offering will be primarily used to pursue a qualifying transaction.

On January 15, 2015, the Corporation completed an initial public offering of 2,000,000 common shares at \$0.15 per share for gross proceeds of \$300,000 pursuant to a prospectus dated October 29, 2014. The Corporation paid cash commission and other expenses of \$34,000 and also issued 160,000 agent options to registered agent valued at \$12,585 for total share issuance cost of \$46,585. Each agent option entitles the holders to purchase the common shares at a price of \$0.15 per common share until January 15, 2017. The value of the agent options is based on the value of the equity instrument granted as the value of the service was not readily available.

Under the agency agreement, the Company granted to the agent the option to purchase 160,000 common shares at a price of \$0.15 per common share. This option will be available for exercise for a period of 24 months from the date of grant. In addition, the Company paid a commission of \$24,000, representing 8% of the aggregate gross proceeds of the offering to the agent as compensation for acting as agent, and a corporate finance fee of \$10,000.

Transactions with Related Parties

Related parties include the Board of Directors, close family members and enterprises which are controlled by these individuals as well as persons performing similar functions.

During the year ended July 31, 2014, 700,000 (2014 - \$Nil) stock options were granted to directors which were valued at \$78,028 (2014 - \$Nil). There was no further compensation to key management personnel.

Financial Instruments

The carrying values of cash, amounts receivable, and accounts payable and accrued liabilities approximate fair value due to the relatively short term maturities of these instruments.

Management of Capital

The Company's objective when managing capital is to maintain its ability to continue as a going concern in order to provide returns for shareholders and benefits for other stakeholders.

The Company includes equity, comprised of issued common shares and deficit, in the definition of capital.

The Company's primary objective with respect to its capital management is to ensure that it has sufficient cash resources to fund the identification and evaluation of potential acquisitions. To secure the additional capital necessary to pursue these plans, the Company may attempt to raise additional funds through the issuance of equity or by securing strategic partners.

The proceeds raised from the issuance of common shares may only be used to identify and evaluate assets or businesses for future investment, with the exception that not more than the lesser of 30% of the gross proceeds from the issuance of shares or \$210,000 may be used to cover prescribed costs of issuing

the common shares or administrative and general expenses of the Company. These restrictions apply until completion of a Qualifying Transaction by the Company as defined under the Exchange policy 2.4.

Future Change in Accounting Policies

Refer to Note 2 in the Notes to the Financial Statements as at and for the year ended July 31, 2015 for details of the Company's significant accounting policies. The following are future changes in accounting policies:

(a) *IFRS 9, Financial Instruments*

IFRS 9 Financial Instruments was issued by the IASB in October 2010 and will replace IAS 39 Financial Instruments: Recognition and Measurement. IFRS 9 uses a single approach to determine whether a financial asset is measured at amortized cost or fair value, replacing the multiple rules in IAS 39. The approach in IFRS 9 is based on how an entity manages its financial instruments in the context of its business model and the contractual cash flow characteristics of the financial assets. Most of the requirements in IAS 39 for classification and measurement of financial liabilities were carried forward unchanged to IFRS 9. The new standard also requires a single impairment method to be used, replacing the multiple impairment methods in IAS 39. IFRS 9 is effective for annual periods beginning on or after January 1, 2018.

Contingency

There is no assurance that the Company will identify a business or asset that warrants acquisition or participation within the time limitations permissible under the policies of the Exchange, at which time the Exchange may suspend or de-list the Company's shares from trading.

Risk Disclosures and Fair Value

The Company's financial instruments, consisting of cash, amounts receivable and accounts payable and accrued liabilities approximates fair value due to the relatively short term maturities of the instrument. It is management's opinion that the Company is not exposed to significant interest, currency or credit risks arising from these financial instruments.

Additional Information:

Additional information relating to POCML 3 Inc., including its audited financial statements from incorporation (April 30, 2014) to July 31, 2014 and its prospectus dated October 29, 2014, are available under the Company's profile on SEDAR at www.sedar.com.

Outlook

Management believes the Company is well positioned to seek and complete a qualifying transaction. The Company believes that it has sufficient cash and capital resources

SCHEDULE “K”
POCML AUDIT COMMITTEE CHARTER

(See Attached)

POCML 3 INC.

CHARTER OF THE AUDIT COMMITTEE OF THE BOARD OF DIRECTORS

1. PURPOSE

1.1 The primary functions of the Audit Committee of POCML 3 Inc. (the “**Company**”) are to fulfill its responsibilities in relation to reviewing the integrity of the Company’s financial statements, financial disclosures and internal controls over financial reporting; monitoring the system of internal control; monitoring the Company’s compliance with legal and regulatory requirements; selecting the external auditors for shareholder approval; and reviewing the qualifications, independence and performance of the external auditors.

2. MEMBERSHIP AND ORGANIZATION

2.1 Composition - Subject to paragraph 2.6, the Audit Committee shall consist of not less than three independent members of the Board. At the invitation of the Audit Committee, members of the Company’s management and others may attend Audit Committee meetings as the Audit Committee considers necessary or desirable.

2.2 Appointment and Removal of Audit Committee Members - Each member of the Audit Committee shall be appointed by the Board on an annual basis and shall serve at the pleasure of the Board, or until the earlier of (a) the close of the next annual meeting of shareholders of the Company at which the member’s term of office expires, (b) the death of the member or (c) the resignation, disqualification or removal of the member from the Audit Committee or from the Board. The Board may fill a vacancy in the membership of the Audit Committee.

2.3 Chair - At the time of the annual appointment of the members of the Audit Committee, the Board shall appoint a Chair of the Audit Committee. The Chair shall be a member of the Audit Committee, preside over all Audit Committee meetings, coordinate the Audit Committee’s compliance with this mandate, work with management to develop the Audit Committee’s annual work-plan and provide reports of the Audit Committee to the Board. The Chair may vote on any matter requiring a vote and shall provide a second vote in the case of a tie vote.

2.4 Independence - Subject to paragraph 2.6, each member of the Audit Committee shall be an “independent” (as such term is used in National Instrument 52-110 - Audit Committees (“**NI 52-110**”).

2.5 Financial Literacy - Subject to paragraph 2.6, members of the Audit Committee shall be financially literate or agree to become financially literate within a reasonable period of time following the member’s appointment. An individual is financially literate if he or she has the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Company’s financial statements.

2.6 Venture Issuer - For so long as the Company is a “venture issuer” as defined in NI 52-110, it is not required to comply with the provisions of paragraph 2.1 “Composition”, 2.4 “Independence” or 2.4 “Financial Literacy” above. In the event the Company cannot comply with all or a part of these provisions, then the Committee shall be comprised of not less than three members of the Board, a majority of whom are not officers or employees of the Company or a subsidiary of the Company.

3. MEETINGS

3.1 Meetings - The members of the Audit Committee shall hold meetings as are required to carry out this mandate, and in any case no less than four meetings annually. The external auditors are entitled to attend and be heard at each Audit Committee meeting. The Chair, any member of the Audit Committee, the external auditors, the Chairman of the Board or the President and CEO may call a meeting of the Audit Committee. The Chair shall chair all Audit Committee meetings that he or she attends, and in the absence of the Chair, the members of the Audit Committee present may appoint a Chair from their number for a meeting.

3.2 Secretary and Minutes - The Secretary, his or her designate or any other person the Audit Committee requests, shall act as secretary at Audit Committee meetings. Minutes of Audit Committee meetings shall be recorded and maintained by the Corporate Secretary and subsequently presented to the Audit Committee for approval.

3.3 Quorum - A majority of the members of the Audit Committee shall constitute a quorum. If a quorum cannot be obtained for an Audit Committee meeting, members of the Board who would qualify as members of the Audit Committee may, at the request of the Chair or the Chairman of the Board, serve as members of the Audit Committee for that meeting.

3.4 Access to Management and Outside Advisors - The Audit Committee shall have unrestricted access to management and employees of the Company, and, from time to time may hold meetings with the external auditor, the CFO or the President and CEO. The Audit Committee shall have the authority to retain and terminate external legal counsel, consultants or other advisors to assist it in fulfilling its responsibilities and to set and pay the respective compensation for these advisors without consulting or obtaining the approval of the Board or any officer of the Company. The Company shall provide appropriate funding, as determined by the Audit Committee, for the services of these advisors.

3.5 Meetings Without Management - The Audit Committee shall hold unscheduled or regularly scheduled meetings, or portions of regularly scheduled meetings, at which management is not present.

4. FUNCTIONS AND RESPONSIBILITIES

The Audit Committee shall have the functions and responsibilities set out below as well as any other functions that are specifically delegated to the Audit Committee by the Board. In addition to these functions and responsibilities, the Audit Committee shall perform the duties required of an audit committee by applicable corporate securities laws, the binding requirements of the stock exchanges on which the securities of the Company are listed, and all other applicable laws.

4.1 Financial Reports

(a) **General** - The Audit Committee is responsible for reviewing the integrity of the Company's financial statements and financial disclosures. Management is responsible for the preparation, presentation and integrity of the Company's financial statements and financial disclosures and for the appropriateness of the accounting principles and the reporting policies used by the Company. The external auditors are responsible for auditing the Company's annual consolidated financial statements and, if requested by the Company, for reviewing the Company's unaudited interim financial statements.

(b) **Review of Annual Financial Reports** - The Audit Committee shall review the annual consolidated audited financial statements of the Company, the external auditors' report thereon and the related management's discussion and analysis of the Company's financial condition and results of operation to

determine whether they present fairly, in all material respects in accordance with Canadian generally accepted accounting principles, or any other generally accepted accounting principles in which the financial statements of the Company are prepared from time to time, the financial condition, results of operations and cash flows of the Company. After completing its review, if advisable, the Audit Committee shall approve and recommend for Board approval the annual financial statements and the related MD&A.

(c) Review of Interim Financial Reports - The Audit Committee shall review the interim consolidated financial statements of the Company, the external auditors review report thereon, if applicable, and the related MD&A to determine whether they present fairly, in all material respects in accordance with IFRS, the financial condition, results of operations and cash flows of the Company. After completing its review, if advisable, the Audit Committee shall, if so authorized by the Board, approve the interim financial statements and the related MD&A, or if not authorized by the Board, then approve and recommend for Board approval.

(d) Review Considerations - In conducting its review of the annual financial statements or the interim financial statements, the Audit Committee shall:

- (i) meet with management and the external auditors to discuss the financial statements and MD&A;
- (ii) review the disclosures in the financial statements;
- (iii) review the audit report or review report prepared by the external auditors;
- (iv) discuss with management, the external auditors and legal counsel, as requested, any litigation claim or other contingency that could have a material effect on the financial statements;
- (v) review critical accounting and other significant estimates and judgments underlying the financial statements as presented by management;
- (vi) review any material effects of regulatory accounting initiatives or off-balance sheet structures on the financial statements as presented by management;
- (vii) review any material changes in accounting policies and any significant changes in accounting practices and their impact on the financial statements as presented by management;
- (viii) review management's report on the effectiveness of internal controls over financial reporting;
- (ix) review results of the Company's whistleblowing program; and
- (x) review any other matters, related to the financial statements, that are brought forward by the external auditors, management or which are required to be communicated to the Audit Committee under accounting policies, auditing standards or applicable law.

4.2 Approval of Other Financial Disclosures - The Audit Committee shall review and, if advisable, approve and recommend for Board approval financial disclosure in a prospectus or other securities offering document of the Company, press releases disclosing financial results of the Company and any other material financial disclosure, including in Management Information Circulars and Annual Information Forms

4.3 External Auditors

a) **General** - The Audit Committee shall be responsible for oversight of the work of the external auditors in auditing and reviewing the Company's financial statements and internal controls over financial reporting.

b) **Appointment and Compensation** - The Audit Committee shall review and, if advisable, select and recommend (i) for shareholder approval, the appointment of the external auditors and (ii) for shareholder or Board approval, as applicable, the compensation of the external auditors.

c) **Annual Review Report** - At least annually, the Audit Committee shall obtain and review a report by the external auditors describing: (i) their internal quality-control procedures and (ii) any material issues raised by their most recent internal quality-control review, peer review or by any inquiry or investigation by governmental or professional authorities within the preceding five years respecting one or more independent audits carried out by the external auditors and any steps taken to deal with any of these issues.

d) **Audit Plan** - At least annually, the Audit Committee shall review a summary of the external auditors' annual audit plan. The Audit Committee shall consider and review with the external auditors any material changes to the scope of the plan.

e) **Quarterly Review Report** - If the external auditors review the Company's unaudited interim financial statements, then the Audit Committee shall review a quarterly review report prepared by the external auditors in respect of each of the interim financial statements of the Company.

f) **Independence of External Auditors** - At least annually, and before the external auditors issue their report on the annual financial statements, the Audit Committee shall obtain from the external auditors a formal written statement describing all relationships between the external auditors and the Company, discuss with the external auditors any disclosed relationships or services that may affect the objectivity and independence of the external auditors, and obtain written confirmation from the external auditors that they are objective and independent within the meaning of the Rules of Professional Conduct/Code of Ethics adopted by the provincial institute or order of chartered accountants to which it belongs.

g) **Evaluation and Rotation of Lead Partner** - At least annually, the Audit Committee shall review the qualifications and performance of the lead partners of the external auditors. The Audit Committee shall obtain a report from the external auditors annually verifying that the lead partner of the external auditors has served in that capacity for no more than five fiscal years of the Company and that the engagement team collectively possesses the experience and competence to perform an appropriate audit.

h) **Pre-Approval of Non-Audit Services** - The Audit Committee shall pre-approve any retainer of the external auditors for any non-audit service to the Company in accordance with applicable law and Board approved policies and procedures. The Audit Committee may delegate pre-approval authority to a member of the Audit Committee. The decisions of any member of the Audit Committee to whom this authority has been delegated must be presented to the full Audit Committee at its next scheduled Audit Committee meeting.

i) **Hiring Practices** - The Audit Committee shall review and approve guidelines regarding the hiring of employees or former employees of the external auditors.

4.4 Internal Controls

(a) **General** - The Audit Committee shall monitor the system of internal control.

(b) **Establishment, Review and Approval** - The Audit Committee shall require management to implement and maintain appropriate systems of internal control in accordance with applicable laws, regulations and guidance, including internal control over financial reporting and disclosure and to review, evaluate and approve these procedures. At least annually, the Audit Committee shall consider and review with management and the external auditors: (i) the effectiveness of, or weaknesses or deficiencies in: the design or operation of the Company's internal controls (including computerized information system controls and security); the overall control environment for managing business risks; and accounting, financial and disclosure controls (including, without limitation, controls over financial reporting), non financial controls, and legal and regulatory controls and the impact of any identified weaknesses in internal controls on management's conclusions; (ii) any significant changes in internal control over financial reporting that are disclosed, or considered for disclosure, including those in the Company's periodic regulatory filings; (iii) any material issues raised by any inquiry or investigation by the Company's regulators; (iv) any related significant issues and recommendations of the external auditors together with management's responses thereto, including the timetable for implementation of recommendations to correct weaknesses in internal controls over financial reporting and disclosure controls.

4.5 Whistleblowing Procedures - The Audit Committee shall review and approve the establishment by management of procedures for the receipt, retention and treatment of complaints received by the Company from employees or others, regarding accounting, internal accounting controls, or auditing matters.

4.6 Succession Planning - In consultation with the Board, the Audit Committee shall review succession plans for the CFO and the Chief Accountant or Controller of the Company. The Audit Committee shall review candidates for the position of CFO of the Company and make recommendations to the Board with respect to the appointment of a CFO.

4.7 Adverse Investments and Transactions - The Audit Committee shall review any investments and transactions that could adversely affect the well-being of the Company.

4.8 Audit Committee Disclosure - The Audit Committee shall review and approve any audit committee disclosures required by securities regulators in the Company's disclosure documents.

4.9 Assessment of Regulatory Compliance - The Audit Committee shall review management's assessment of compliance with laws and regulations as they pertain to responsibilities under this mandate, report its findings to the Board and recommend changes it considers appropriate.

4.10 Delegation - The Audit Committee may designate a sub-committee to review any matter within this mandate as the Audit Committee deems appropriate.

5. REPORTING TO THE BOARD

5.1 The Chair shall report to the Board, as required by applicable law or as deemed necessary by the Audit Committee or as requested by the Board, on matters arising at Audit Committee meetings and, where applicable, shall present the Audit Committee's recommendation to the Board for its approval.

Schedule “L”
POCML STOCK OPTION PLAN

(See Attached)

POCML 3 INC.

2014 STOCK OPTION PLAN

This Plan (as defined below) has been adopted by the directors of the Corporation (as defined below) in connection with its initial public offering and listing of its common shares on the Exchange (as defined below) pursuant to the Capital Pool Company (“CPC”) program of the Exchange as governed by their Policy 2.4 (“**Policy 2.4**”). Notwithstanding anything herein to the contrary, while the Corporation remains a CPC, the terms of this Plan and the terms of all Options (as defined below) granted pursuant to this Plan shall include all terms, conditions and restrictions provided by Policy 2.4 as if such terms, conditions and restrictions were reproduced herein. While the Corporation is a CPC, Policy 2.4 shall prevail in the event of any inconsistency between Policy 2.4 and this Plan.

1. **Purpose of Plan**

- 1.1 The purpose of the Plan is to attract, retain and motivate persons as directors, officers, key employees and consultants of the Corporation and its Subsidiaries and to advance the interests of the Corporation by providing such persons with the opportunity, through share options, to acquire an increased proprietary interest in the Corporation.

2. **Defined Terms**

Where used herein, the following terms shall have the following meanings, respectively:

- 2.1 “**Board**” means the board of directors of the Corporation or, if established and duly authorized to act, an executive committee or another committee appointed for such purpose by the Board;
- 2.2 “**Business Day**” means any day, other than a Saturday or a Sunday, on which the Exchange is open for trading;
- 2.3 “**Consultant**” means, in relation to the Corporation, an individual (or a company wholly-owned by an individual) who:
- (i) provides ongoing consulting services to the Corporation or an affiliate of the Corporation under a written contract;
 - (ii) possesses technical, business or management expertise of value to the Corporation or an affiliate of the Corporation;
 - (iii) spends a significant amount of time and attention on the business and affairs of the Corporation or an affiliate of the Corporation; and
 - (iv) has a relationship with the Corporation or an affiliate of the Corporation that enables the individual to be knowledgeable about the business and affairs of the Corporation;
- 2.4 “**Corporation**” means POCML 3 INC. and includes any successor corporation thereto and any subsidiary thereof;
- 2.5 “**Discounted Market Price**” means the Market Price less the discount set forth below subject to a minimum price of \$0.05:

<u>Closing Price</u>	<u>Discount</u>
Up to \$0.50	25%
\$0.51 to \$2.00	20%
Above \$2.00	15%

- 2.6 “**Eligible Person**” means any director, officer, employee (part-time or full-time), service provider or Consultant of the Corporation or any Subsidiary;
- 2.7 “**Exchange**” means TSX Venture Exchange and, where the context permits, any other exchange on which the Shares are or may be listed from time to time;
- 2.8 “**Expiry Date**” means the date of expiration of an Option specified in the stock option notice or stock option agreement evidencing an Option or in the resolution of the Corporation granting such Option, as the case may be;
- 2.9 “**Insider**” means:
- (a) an Insider as defined under Section 1 (1) of the *Securities Act* (Ontario), other than a person who falls within that definition solely by virtue of being a director or senior officer of a Subsidiary; and
 - (b) an associate as defined under Section 1 (1) of the *Securities Act* (Ontario) of any person who is an insider by virtue of (a) above;
- 2.10 “**Market Price**” at any date in respect of the Shares shall be the greatest closing price of such Shares on any Exchange on the last Business Day preceding the date on which the Option is approved by the Board (or, if such Shares are not then listed and posted for trading on the Exchange, on such stock exchange in Canada on which the Shares are listed and posted for trading as may be selected for such purpose by the Board). In the event that such Shares did not trade on such Business Day, the Market Price shall be the average of the bid and ask prices in respect of such Shares at the close of trading on such date. In the event that such Shares are not listed and posted for trading on any stock exchange, the Market Price shall be the fair market value of such Shares as determined by the Board in its sole discretion;
- 2.11 “**Option**” means an option to purchase Shares granted under the Plan;
- 2.12 “**Option Price**” means the price per Share at which Shares may be purchased under the Option, as the same may be adjusted from time to time in accordance with Article 8;
- 2.13 “**Optionee**” means an Eligible Person to whom an Option has been granted;
- 2.14 “**Person**” means an individual, a corporation, a partnership, an unincorporated association or organization, a trust, a government or department or agency thereof and the heirs, executors, administrators or other legal representatives of an individual and an associate or affiliate of any thereof as such terms are defined in the *Business Corporations Act* (Ontario);
- 2.15 “**Plan**” means the POCML 3 Inc. Stock Option Plan, as the same may be amended or varied from time to time;
- 2.16 “**Share Compensation Arrangement**” means any stock option, stock option plan, employee stock purchase plan or any other compensation or incentive mechanism involving the issuance or potential issuance of Shares, including a share purchase from treasury which is financially assisted by the Corporation by way of a loan, guarantee or otherwise;

- 2.17 “**Shares**” means the common shares of the Corporation or, in the event of an adjustment contemplated by Article 8, such other shares or securities to which an Optionee may be entitled upon the exercise of an Option as a result of such adjustment; and
- 2.18 “**Subsidiary**” means any corporation which is a subsidiary as such term is defined in the *Business Corporations Act* (Ontario) (as such provision is from time to time amended, varied or re-enacted) of the Corporation.

3. Administration of the Plan

- 3.1 The Plan shall be administered in accordance with the rules and policies of the Exchange in respect of employee stock option plans by the Board. The Board shall receive recommendations of management and shall determine and designate from time to time those directors, officers, employees and Consultants of the Corporation or its Subsidiaries to whom an Option should be granted and the number of Shares, which will be optioned from time to time to any Eligible Person and the terms and conditions of the grant.
- 3.2 The Board shall have the power, where consistent with the general purpose and intent of the Plan and subject to the specific provisions of the Plan:
- (a) to establish policies and to adopt, prescribe, amend or vary rules and regulations for carrying out the purposes, provisions and administration of the Plan and make all other determinations necessary or advisable for its administration;
 - (b) to interpret and construe the Plan and to determine all questions arising out of the Plan and any Option granted pursuant to the Plan and any such interpretation, construction or determination made by the Board shall be final, binding and conclusive for all purposes;
 - (c) to determine which Eligible Persons are granted Options and to grant Options;
 - (d) to determine the number of Shares covered by each Option;
 - (e) to determine the Option Price;
 - (f) to determine the time or times when Options will be granted and exercisable;
 - (g) to determine if the Shares which are subject to an Option will be subject to any restrictions upon the exercise of such Option; and
 - (h) to prescribe the form of the instruments relating to the grant, exercise and other terms of Options.

4. Shares Subject to the Plan

- 4.1 Options may be granted in respect of authorized and unissued Shares provided that, the maximum aggregate number of Shares reserved by the Corporation for issuance and which may be purchased upon the exercise of all Options, subject to adjustment of such number pursuant to the provisions of Section 8 hereof, shall not exceed 10% of the issued and outstanding Shares of the Corporation as at the closing of the initial public offering. Following the completion of a Qualifying Transaction (as defined in Policy 2.4) the maximum aggregate number of Shares reserved by the Corporation for issuance and which may be purchased upon the exercise of all Options, subject to adjustment of such number pursuant to the provisions of Section 8 hereof,

shall not exceed 10% of the then issued and outstanding Shares of the Corporation. Shares in respect of which Options are not exercised shall be available for subsequent Options under the Plan. No fractional Shares may be purchased or issued under the Plan.

5. Eligibility; Grant; Terms of Options

- 5.1 Options may be granted to Eligible Persons. The Corporation covenants that all employees, service providers, Consultants or individuals employed by companies providing management services to the Corporation shall be bona fide employees, service providers, Consultants or employees of such Consultants or service providers of the Corporation or its subsidiaries.
- 5.2 Options may be granted by the Corporation pursuant to the recommendations of the Board from time to time provided and to the extent that such decisions are approved by the Board.
- 5.3 Subject to the provisions of this Plan, the number of Shares subject to each Option, the Option Price, the expiration date of each Option, the extent to which each Option is exercisable from time to time during the term of the Option and other terms and conditions relating to each such Option shall be determined by the Board. At no time shall the period during which an Option shall be exercisable exceed 10 years.
- 5.4 In the event that no specific determination is made by the Board with respect to any of the following matters, the period during which an Option shall be exercisable shall be 10 years from the date the Option is granted to the Optionee and the Options shall vest on the date of the grant save and except that Options granted to Consultants or persons employed in Investor Relations Activities (as defined in the policies of the Exchange) shall vest in stages over 12 months with no more than $\frac{1}{4}$ of the Options vesting in any three month period.
- 5.5 The Option Price of Shares which are the subject of any Option shall not be less than the Discounted Market Price, provided that:
 - (a) while the Corporation is a CPC, the Option Price cannot be less than the greater of the per share price paid by the public investors for Shares under the Corporation's initial public offering and the Discounted Market Price;
 - (b) If Options are granted within 90 days of a distribution by a prospectus, the minimum Option Price will be the greater of the Discounted Market Price and the per share price paid by the public investors for Shares acquired under the distribution;
 - (c) The 90 day period begins on the date a final receipt is issued for the prospectus; and
 - (d) For unit offerings, the minimum Option Price will be the "base" (or imputed) price of the Shares included in the unit.
- 5.6 The number of Shares reserved for issuance to any one Person pursuant to Options granted under this Plan or any Share Compensation Arrangement, shall be subject to the following restrictions:
 - (a) the aggregate number of Shares reserved for issuance pursuant to Options granted to any one Eligible Person, other than a consultant, in any 12 month period may not exceed 5% of the Corporation's total issued and outstanding Shares, unless disinterested shareholder approval is obtained, and further, the aggregate number of Shares reserved for issuance pursuant to Options to any individual director or officer shall not exceed 5% of the Shares of the Corporation outstanding as at the closing of the initial public offering;

- (b) the aggregate number of Shares issuable pursuant to Options granted to Insiders pursuant to the Plan or any Share Compensation Arrangement may not exceed 10% of the Corporation's total issued and outstanding Shares, unless disinterested shareholder approval is obtained;
 - (c) the aggregate number of Shares issued to Insiders pursuant to the Plan or any Share Compensation Arrangement in any 12 month period may not exceed 10% of the Corporation's total issued and outstanding Shares, unless disinterested shareholder approval is obtained;
 - (d) no more than 2% of the total issued and outstanding Shares at the time of grant may be granted to any one consultant in any 12 month period, and further, the aggregate number of Shares reserved for issuance pursuant to Options to all technical consultants shall not exceed 2% of the Shares of the Corporation outstanding as at the closing of the initial public offering; and
 - (e) no more than an aggregate of 2% of the total issued and outstanding Shares at the time of grant may be granted to all persons engaged to conduct Investor Relations Activities in any 12 month period (provided that while the Corporation is a CPC it must not grant any Options to such Persons employed in Investor Relations Activities).
- 5.7 Any entitlement to acquire Shares granted pursuant to the Plan or any other Share Compensation Arrangement prior to the Optionee becoming an Insider shall be excluded for the purposes of the limits set out in 5.6 above.
- 5.8 An Option is personal to the Optionee and is non-assignable and non-transferable.
- 5.9 Disinterested shareholder approval shall be required for any reduction in the exercise price of the Options if the optionholder is an Insider of the Corporation at the time of a proposed amendment to the exercise price.

6. Exercise of Options

- 6.1 Subject to the provisions of the Plan, an Option may be exercised from time to time by delivery to the Corporation at its registered office of a written notice of exercise addressed to the Secretary of the Corporation specifying the number of Shares with respect to which the Option is being exercised and accompanied by payment in full of the Option Price of the Shares to be purchased. Certificates for such Shares shall be issued and delivered to the Optionee within a reasonable period of time following the receipt of such notice and payment.
- 6.2 Notwithstanding any of the provisions contained in the Plan or in any Option, the Corporation's obligation to issue Shares to an Optionee pursuant to the exercise of an Option shall be subject to:
- (a) completion of such registration or other qualification of such Shares or obtaining approval of such governmental or regulatory authority as counsel to the Corporation shall reasonably determine to be necessary or advisable in connection with the authorization, issuance or sale thereof;
 - (b) the listing of such Shares on the Exchange; and

- (c) the receipt from the Optionee of such representations, agreements and undertakings, including as to future dealings in such Shares, as the Corporation or its counsel reasonably determines to be necessary or advisable in order to safeguard against the violation of the securities laws of any jurisdiction.

In this connection the Corporation shall, to the extent necessary, take all reasonable steps to obtain such approvals, registrations and qualifications as may be necessary for the issuance of such Shares in compliance with applicable securities laws and for the listing of such Shares on the Exchange.

- 6.3 No Option granted pursuant to this Plan may be exercised before the completion of the Qualifying Transaction unless the Optionee agrees in writing to deposit the shares acquired into escrow until the issuance of the Final Exchange Bulletin (as defined in Policy 2.4).

7. Termination of Employment: Death

- 7.1 Subject to Section 7.2 and any express resolution passed by the Board with respect to an Option, and all rights to purchase pursuant thereto, If an Optionee ceases to be an Eligible Person for any reason other than death, his/her Option shall terminate within a reasonable time as specified by the Board at the time of granting the option, such period to not exceed a period of one (1) year from the date of termination, and all rights to purchase Shares under such Option shall cease and expire and be of no further force or effect. Notwithstanding the foregoing, Options granted to any Optionee of the Corporation while the Corporation is a CPC, where the Optionee does not continue as an Eligible Person of the resulting issuer, have a maximum term of the later of 12 months after completion of the Qualifying Transaction and 90 days after the Optionee ceases to become an Eligible Person of the resulting issuer, following which all rights to purchase Shares under such Option shall cease and expire and be of no further force or effect.
- 7.2 If, before the expiry of an Option in accordance with the terms thereof, the employment of the Optionee with the Corporation or with any Subsidiary shall terminate, in either case by reason of the death of the Optionee, such Option may, subject to the terms thereof and any other terms of the Plan, be exercised by the legal representative(s) of the estate of the Optionee at any time during the first six months following the death of the Optionee (but prior to the expiry of the Option in accordance with the terms thereof) but only to the extent that the Optionee was entitled to exercise such Option at the date of the termination of his employment.
- 7.3 Options shall not be affected by any change of employment of the Optionee or by the Optionee ceasing to be a director where the Optionee continues to be employed by the Corporation or continues to be a director of the Subsidiary or an officer of the Corporation or any Subsidiary.

8. Change in Control and Certain Adjustments

- 8.1 Notwithstanding any other provision of this Plan in the event of:
 - (a) the acquisition by any Person who was not, immediately prior to the effective time of the acquisition, a registered or a beneficial shareholder in the Corporation, of Shares or rights or options to acquire Shares of the Corporation or securities which are convertible into Shares of the Corporation or any combination thereof such that after the completion of such acquisition such Person would be entitled to exercise 30% or more of the votes entitled to be cast at a meeting of the shareholders; or

- (b) the sale by the Corporation of all or substantially all of the property or assets of the Corporation;

then notwithstanding that at the effective time of such transaction the Optionee may not be entitled to all the Shares granted by the Option, the Optionee shall be entitled to exercise the Options to the full amount of the Shares remaining at that time within 90 days of the close of any such transaction.

- 8.2 Appropriate adjustments with respect to Options granted or to be granted, in the number of Shares optioned and in the Option Price, shall be made by the Board to give effect to adjustments in the number of Shares of the Corporation resulting from subdivisions, consolidations or reclassifications of the Shares of the Corporation, the payment of stock dividends or cash dividends by the Corporation (other than dividends in the ordinary course), the distribution of securities, property or assets by way of dividend or otherwise (other than dividends in the ordinary course), or other relevant changes in the capital stock of the Corporation or the amalgamation or merger of the Corporation with or into any other entity, subsequent to the approval of the Plan by the Board. The appropriate adjustment in any particular circumstance shall be conclusively determined by the Board in its sole discretion, subject to approval by the Shareholders of the Corporation and to acceptance by the Exchange respectively, if applicable.

9. Amendment or Discontinuance

- 9.1 The Board may amend or discontinue the Plan at any time upon receipt of requisite regulatory approval including without limitation, the approval of the Exchange, provided, however, that no such amendment may increase the maximum number of Shares that may be optioned under the Plan, change the manner of determining the minimum Option Price or, without the consent of the Optionee, alter or impair any of the terms of any Option previously granted to an Optionee under the Plan. Any amendments to the terms of an Option shall also require regulatory approval, including without limitation, the approval of the Exchange.

10. Miscellaneous Provisions

- 10.1 The holder of an Option shall not have any rights as a shareholder of the Corporation with respect to any of the Shares covered by such Option until such holder shall have exercised such Option in accordance with the terms of the Plan (including tendering payment in full of the Option Price of the Shares in respect of which the Option is being exercised) and the issuance of Shares by the Corporation.
- 10.2 Nothing in the Plan or any Option shall confer upon an Optionee any right to continue in the employ of the Corporation or any Subsidiary or affect in any way the right of the Corporation or any Subsidiary to terminate his employment at any time; nor shall anything in the Plan or any Option be deemed or construed to constitute an agreement, or an expression of intent, on the part of the Corporation or any Subsidiary to extend the employment of any Optionee beyond the time which he would normally be retired pursuant to the provisions of any present or future retirement plan of the Corporation or any Subsidiary or beyond the time at which he would otherwise be retired pursuant to the provisions of any contract of employment with the Corporation or any Subsidiary.
- 10.3 To the extent required by law or regulatory policy or necessary to allow Shares issued on exercise of an Option to be free of resale restrictions, the Corporation shall report the grant, exercise or termination of the Option to the Exchange and the appropriate securities regulatory authorities.

11. Shareholder and Regulatory Approval

- 11.1 The Plan shall be subject to the approval of the shareholders of the Corporation to be given by a resolution of the shareholders of the Corporation and to acceptance by the Exchange. Any Options granted prior to such approval and acceptances shall be conditional upon such approval and acceptance being given and no such Options may be exercised unless such approval and acceptance is given.