

TRI ORIGIN EXPLORATION LTD.

**SUBSCRIPTION AGREEMENT FOR FLOW-THROUGH UNITS
(SUBSCRIBERS RESIDENT IN CANADA)**

1. INSTRUCTIONS

A. Subscribers:

1. Complete and sign the Execution Pages of the Subscription Agreement.
2. Complete Schedule B attached to the Subscription Agreement.
3. Complete and sign Schedule C attached to the Subscription Agreement and, if you are, or your disclosed principal is, an “accredited investor”, the Accredited Investor Certificate attached as Appendix C-1 thereto (**this schedule does not have to be completed and signed by subscribers that are not individuals and are purchasing Flow-Through Units (as defined below) having an aggregate purchase price of at least \$150,000**). If you are purchasing as an individual relying on category (i), (k) or (l) of the Accredited Investor Certificate (and do not meet the higher financial asset threshold set out in paragraph (j.1) of the Accredited Investor Certificate), please also complete Form 45-106F9 – Form for Individual Accredited Investors attached as Appendix C-2 to Schedule C.
4. Complete and sign Schedule D attached to the Subscription Agreement if you are an existing security holder of the Corporation and are relying on the "Existing Security Holder Exemption".
5. Complete Schedule E attached to the Subscription Agreement.

B. Corporate Placee Registration Form

1. Complete and sign Schedule F attached to the Subscription Agreement, if applicable.

Unless other arrangements acceptable to the Tri Origin Exploration Ltd. have been made:

1. a completed and executed copy of this Agreement, and the other documents required to be delivered with, this Agreement must be delivered, by no later than 10:00 am (Toronto time) on December 10, 2019 to Peterson McVicar LLP, Andrey Shamis, 18 King Street East, Suite 902, Toronto, ON M5C 1C4, email: ashamis@petelaw.com, Tel: 647-259-1786; and
2. payment is to be made by wire, bank draft, certified cheque or other form of immediately available funds payable to “Peterson McVicar LLP, In Trust.”

SUBSCRIPTION AGREEMENT

TO: **Purchasers of Flow-Through Units of Tri Origin Exploration Ltd.**

Dear Sirs/Mesdames:

Re: Sale of Flow-Through Units

This subscription agreement is to confirm your agreement to purchase from Tri Origin Exploration Ltd. (the "Corporation"), subject to the terms and conditions set forth herein, that number of units of the Corporation ("Flow-Through Units") set out above your name on the execution pages hereof (the "Purchased Securities") at the price of \$0.04 per Purchased Security (the "Offering Price"). Each Flow-Through Unit shall consist of one common share of the Corporation (a "Common Share") that upon issuance would qualify as flow-through shares for purposes of the *Income Tax Act* (Canada) (a "Flow-Through Share") and one Common Share Purchase warrant (each a "Warrant") with each Warrant exercisable into a Common Share (a "Warrant Share") at a price of \$0.05 for eighteen (18) month from the date of issuance of Purchased Securities. The Purchased Securities form part of a larger offering (the "Offering") of up to 15,000,000 units of the Corporation ("Hard Dollar Units") with each Hard Dollar Unit consisting of one Common Share and one Warrant and up to 5,000,000 Flow-Through Units (collectively the "Offered Securities") with the minimum gross proceeds of \$2200,000. A term sheet with respect to the Offering is attached hereto as Schedule A.

Each Flow-Through Share is to be issued on a "Flow-through" basis as defined in subsection 66(15) of the *Income Tax Act* (Canada) (the "Tax Act"). A subscription for Flow-Through Shares will entitle the holder to a renunciation of Canadian Exploration Expenses and to claim certain deductions in respect thereof for income tax purposes in the 2019 taxation year. The Subscriber agrees to be bound by the terms and conditions set forth in the attached "Conditions of Purchase" including without limitation the representations, warranties and covenants set forth in the applicable schedules attached thereto. The Subscriber further agrees that the Corporation may rely upon the Subscriber's representations, warranties and covenants contained in such documents.

1. Definitions

In this Agreement, unless the context otherwise requires:

- (a) "*Agreement*" means this subscription agreement as the same may be amended, supplemented or restated from time to time;
- (b) "*Business Day*" means a day on which Canadian chartered banks are open for the transaction of regular business in the City of Toronto, Ontario;
- (c) "*Canadian Development Expense(s)*" or "*CDE*" means Canadian development expenses described in paragraph (a) or (b) of the definition of CDE in subsection 66.2(5) of the Tax Act, or which would be described in paragraph (f) of the definition if the words "any of paragraphs (a) to (e)" were read as "paragraph (a) or (b)", other than Canadian exploration and development overhead expenses as defined in Regulation 1206(1) of the Tax Act or the amount of any assistance received by the Corporation relating to specified expenses as described in subsection 66(12.601) of the Tax Act;
- (d) "*Canadian Exploration Expense(s)*" or "*CEE*" means expenses incurred in 2019 of the nature referred to in the definition of Canadian exploration expense in subsection 66.1(6) of the Tax Act, other than amounts which are prescribed to be "Canadian exploration and development overhead expense" as defined in Regulation 1206(1) of the Tax Act or the amount of any assistance received by the Corporation relating to specified expenses as described in subsection 66(12.6) of the Tax Act or specified expenses which are the cost of acquiring or obtaining the use of seismic data described in paragraph 66(12.6) of the Tax Act;
- (e) "*Closing*" means the closing of the purchase and sale of the Offered Securities;

- (f) “*Closing Date*” means December 13, 2019 or such other date as the Corporation may determine for the purpose of the Closing;
- (g) “*Commitment Amount*” means an amount equal to \$0.04 multiplied by the number of Flow-Through shares subscribed and paid for by the Subscriber pursuant to this Subscription Agreement;
- (h) “*Common Shares*” shall have the meaning ascribed to such term on the second page of this Subscription Agreement;
- (i) “*Core Documents*”, as such terms are defined in Section 140.1 of the Securities Act (British Columbia) Section 17.01 of the Securities Act (Alberta), Section 138.1 of the Securities Act (Ontario), Section 174 of the Securities Act (Manitoba), or Section 136.01 of the Securities Act (Saskatchewan), as applicable;
- (j) “*Corporation*” means Tri Origin Exploration Ltd., a corporation subsisting under the *Business Corporations Act* (Ontario) and includes any successor corporation thereto;
- (k) “*CRA*” means the Canada Revenue Agency;
- (l) “*Designated Provinces*” means each of the provinces and territories of Canada in which the Subscriber is a resident, except for Newfoundland and Labrador;
- (m) “*Documents*” shall have the meaning ascribed to such term in Section 140.1 of the Securities Act (British Columbia) Section 17.01 of the Securities Act (Alberta), Section 138.1 of the Securities Act (Ontario), Section 174 of the Securities Act (Manitoba), or Section 136.01 of the Securities Act (Saskatchewan), as applicable;
- (n) “*Dollars*” or “*\$*” means lawful money of Canada;
- (o) “*Existing Security Holder Exemption*” shall have the meaning ascribed to such term in Schedule D;
- (p) “*Flow-Through Mining Expenditure*” means an expense which is a “flow-through mining expenditure” as defined in subsection 127(9) of the Tax Act;
- (q) “*Flow-Through Units*” shall have the meaning ascribed to such term on the second page of this Subscription Agreement ;
- (r) “*Hard Dollar Units*” shall have the meaning ascribed to such term on the second page of this Subscription Agreement;
- (s)
- (t) “*Information*” means all information regarding the Corporation that is, or becomes, publicly available, together with all information prepared by the Corporation and provided to potential purchasers of the Offered Securities, if any, and includes but is not limited to, all press releases, material change reports and financial statements of the Corporation;
- (u) “*Minimum Offering*” shall have the meaning ascribed to such term in Section 2 hereof;
- (v) “*NI 45-106*” means National Instrument 45-106 – *Prospectus and Registration Exemptions of the Canadian Securities Administrators*;
- (w) “*Offered Securities*” shall have the meaning ascribed to such term on the second page of this Subscription Agreement;
- (x) “*Offering*” means the offering by the Corporation of the Offered Securities on a private placement basis;

- (y) “*Offering Jurisdictions*” means each of Ontario, Alberta, and British Columbia, and other jurisdictions as may be determined by the Corporation;
- (z) “*Offering Price*” means \$0.04 per Purchased Security;
- (aa) “*Person*” means an individual, a firm, a corporation, a syndicate, a partnership, a trust, an association, an unincorporated organization, a joint venture, an investment club, a government or an agency or political subdivision thereof and every other form of legal or business entity of whatsoever nature or kind;
- (bb) “*Prescribed Forms*” means the forms prescribed from time to time under subsection 66(12.7) of the Tax Act and under the applicable provision of the *Taxation Act* (Québec) filed or to be filed by the Corporation within the prescribed times renouncing to the Subscriber the Resource Expenses incurred pursuant to this Subscription Agreement and all parts or copies of such forms required by CRA and under the *Taxation Act* (Québec) to be delivered to the Subscriber;
- (cc) “*Prescribed Relationship*” means a relationship between the Corporation and the Subscriber where the Subscriber and the Corporation are related or otherwise do not deal at arm’s length for purposes of the Tax Act;
- (dd) “*Purchased Securities*” shall have the meaning ascribed to such term on the second page of this Subscription Agreement ;
- (ee) “*Qualifying Expenditures*” means expenses that are CDE or CEE;
- (ff) “*Record Date*” means March 12, 2019;
- (gg) “*Resource Expense*” means an expense which is CEE and which qualifies as a Flow-Through Mining Expenditure, which is incurred on or after the Closing Date and on or before the Termination Date which may be renounced by the Corporation pursuant to subsection 66(12.6) of the Tax Act with an effective date not later than December 31, 2019 and in respect of which, but for the renunciation, the Corporation would be entitled to a deduction from income for income tax purposes;
- (hh) “*Securities*” means collectively the Flow-Through Units, the Flow-Through Shares, and the Warrants underlying the Flow-Through Units and the Warrant Shares;
- (ii) “*Securities Laws*” means applicable securities legislation and regulations of, and the instruments, policies, rules, orders, codes, notices and interpretation notes of the applicable securities regulatory authority or applicable securities regulatory authorities in the Offering Jurisdictions, and the federal and state securities laws of the United States, the applicable policy statements issued by the securities regulators in each of the provinces and territories of Canada and the Securities and Exchange Commission in the United States, and the rules of the Stock Exchange;
- (jj) “*Stock Exchange*” means the TSX Venture Exchange or any other recognized stock exchange on which the Common Shares may be listed from time to time;
- (kk) “*Subscriber*” means the Person purchasing the Purchased Securities and whose name appears on the execution pages hereof and who has signed this Agreement or, if the Person whose name appears on the execution pages hereof has signed this Agreement as agent for, or on behalf of, a beneficial purchaser and is not actually purchasing the Purchased Securities as principal, the Person who is the beneficial purchaser of the Purchased Securities as disclosed on the execution pages hereof;
- (ll) “*Tax Act*” means the *Income Tax Act* (Canada), as amended, re-enacted or replaced from time to time, including any specific proposals to amend the Tax Act that are publicly announced by or on behalf of the Ministry of Finance (Canada) to have effect prior to the date hereof;

- (mm) “*Termination Date*” means December 31, 2020;
- (nn) “*United States*” means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;
- (oo) “*U.S. Person*” means a “*U.S. person*” as such term is defined in Regulation S under the U.S. Securities Act;
- (pp) “*U.S. Securities Act*” means the United States Securities Act of 1933, as amended;
- (qq) “Warrant” shall have the meaning ascribed to such term on the second page of this Subscription Agreement; and
- (rr) “Warrant Share” shall have the meaning ascribed to such term on the second page of this Subscription Agreement.

2. Subscription for the Units

The Subscriber hereby confirms its irrevocable subscription for and offer to purchase the Flow-Through Units from the Corporation, on and subject to the terms and conditions set out in this Subscription Agreement, for the Subscription Price being calculated by multiplying the number of Flow-Through Units Subscribed for hereunder by the Offering Price.

3. Description of Units

Each Flow-Through Unit shall consist of one Flow-Through Share and one Warrant. Each Warrant shall entitle the holder thereof to acquire one Warrant Share at a price of \$0.05 per Warrant Share until 5:00 p.m. (Toronto time) on the date which is eighteen months following the Closing Date, whereupon the Warrants expire.

4. Conditions of Purchase

In connection with your purchase of the Purchased Securities, the following documents are attached hereto which you are requested to complete and sign as indicated and return together with an executed copy of this Agreement as soon as possible and in any event no later than 10:00 am. (Toronto time) on December 10, 2019, unless other arrangements acceptable to the Corporation have been made:

- (a) Schedule B, with respect to registration and delivery instructions;
- (b) Schedule C, the Accredited Investor Certificate attached thereto as Appendix C-1 thereto, if applicable, and Form 45-106F9 – *Form for Individual Accredited Investors* attached as Appendix C-2 thereto, if applicable;
- (c) Schedule D, being the Existing Securityholder Exemption sheet;
- (d) Schedule E, being an information sheet;
- (e) Schedule F, being the Corporate Placee Registration Form, as applicable; and
- (f) Schedule G, being the Wire Instructions to effect payment for the Purchased Securities.

The obligation of the Corporation to sell the Purchased Securities to the Subscriber is subject to, among other things, the conditions that:

- (a) you execute and deliver to the Corporation one fully completed copy of this Agreement, including all applicable Schedules hereto, and all other documentation required by this Agreement or any other

document required to be delivered by you pursuant to applicable Securities Laws as may be further provided to you by the Corporation;

- (b) the representations and warranties made by you and, if applicable, any beneficial purchaser for whom you are contracting hereunder (including representations and warranties made in any Schedule attached hereto, as applicable), herein are true and correct when made and are true and correct on the Closing Date with the same force and effect as if they had been made on and as of such date;
- (c) all covenants, agreements and conditions contained in this Agreement to be performed by you and, if applicable, any beneficial purchaser for whom you are contracting hereunder, on or prior to the Closing Date shall have been performed or complied with in all material respects; and
- (d) all necessary regulatory approvals being obtained prior to the Closing Date.

By returning this Agreement you consent and, if applicable, any beneficial purchaser for whom you are contracting hereunder consents, to the filing by the Corporation of all documents and personal information concerning the Subscriber provided in this Agreement with the applicable securities regulatory authority or similar body in the Offering Jurisdictions as may be required by Securities Laws and with the Stock Exchange pursuant to any relevant policies of the Stock Exchange.

If you are not subscribing for the Purchased Securities for your own account and you are not a trust company, trust corporation or portfolio manager deemed to be purchasing as principal under NI 45-106, each beneficial purchaser for whom you are contracting hereunder must be purchasing the Purchased Securities as principal and (unless you are an authorized agent with power to sign on behalf of the beneficial purchaser and such beneficial purchaser is disclosed on the second execution page hereof) must execute all documents required by the Securities Laws of the Offering Jurisdictions and the policies of the Stock Exchange with respect to the Purchased Securities being acquired by each such beneficial purchaser as principal. If you are signing this Agreement as agent or pursuant to a power of attorney for the Subscriber, you represent and warrant that you have authority to bind the Subscriber.

You agree and, if applicable, any beneficial purchaser for whom you are contracting hereunder agrees, to comply with all Securities Laws of the Offering Jurisdictions and with the applicable policies of the Stock Exchange concerning the purchase of, the holding of, and the resale restrictions applicable to, the Purchased Securities.

You acknowledge and, if applicable, any beneficial purchaser for whom you are contracting hereunder acknowledges, that the closing of the Offering is conditional on the Corporation receiving the minimum subscriptions for \$220,000 in the aggregate (the “**Minimum Offering**”), and that if the Corporation shall not achieve the Minimum Offering or unless the Corporation is able to have the condition of achieving the Minimum Offering waived, the Offering, will not be completed.

You acknowledge and, if applicable, any beneficial purchaser for whom you are contracting hereunder acknowledges, that the Corporation has the right to close the subscription books at any time without notice and to accept or reject any subscription in its sole discretion, for any reason, including, but not limited to the reason of not achieving the Minimum Offering. If this subscription is rejected in whole, any cheques or other forms of payment delivered to the Corporation representing the aggregate Offering Price for the Purchased Securities subscribed for hereunder will be promptly returned to the Subscriber without interest or deduction. If this subscription is accepted only in part, a cheque representing any refund of the Offering Price for that portion of the subscription for the Purchased Securities which is not accepted, will be promptly delivered to the Subscriber without interest or deduction.

5. The Closing

Delivery and payment for the Purchased Securities will be completed at the closing of the purchase and sale of the Purchased Securities at the offices of the Company’s legal counsel, Peterson McVicar LLP, located at 18 King Street East, Suite 902, Toronto, ON M5C 1C4 at 10:00 a.m., Toronto time, on the Closing Date. If, prior to the time of Closing on the Closing Date, the terms and conditions contained in this Agreement have been complied with to the satisfaction of the Corporation, or waived by the Corporation, this completed Agreement has been delivered to the Corporation and accepted by the Corporation and, unless other arrangements acceptable to the Corporation have been

made, the aggregate subscription proceeds representing the aggregate Offering Price payable for the Purchased Securities subscribed for hereunder have been paid by certified cheque, bank draft, money order or other method of payment acceptable to the Corporation in accordance with the terms hereof, The Company is irrevocably directed to release (i) the certificates representing the Purchased Securities subscribed for hereunder and the Securities underlying them for delivery in accordance with Schedule B hereof. If, prior to the time of Closing on the Closing Date, the terms and conditions contained in this Agreement (other than delivery by the Corporation to the Subscriber of certificates representing the Purchased Securities and the Securities underlying them) have not been complied with to the satisfaction of the Corporation, or waived by it, then the Corporation and the Subscriber will have no further obligations under this Agreement.

The Subscriber and any beneficial purchaser for whom it is contracting for hereunder irrevocably authorizes the Corporation in its discretion, to act as the Subscriber's representative at the Closing, and hereby appoints the Corporation, with full power of substitution, as its true and lawful attorney with full power and authority in the Subscriber's place and stead to complete and correct any errors or omissions in any form or document provided by the Subscriber, including this Agreement and the Schedules hereto.

Certificates representing the Purchased Securities and the Securities underlying them will be available for delivery to you against payment to the Corporation of the amount of the Offering Price for the Purchased Securities in freely transferable Canadian funds by bank draft, certified cheque or other form of immediately available funds or as may otherwise be acceptable to the Corporation. If you do not choose to attend on the Closing Date to receive the certificates representing the Purchased Securities and the Securities underlying them, the Corporation shall promptly arrange for the delivery of any such certificates in accordance with the delivery instructions set forth in Schedule B, attached hereto.

6. Prospectus Exemptions

The sale of the Purchased Securities by the Corporation to the Subscriber is conditional upon such sale being exempt from the requirements as to the filing of a prospectus or registration statement and as to the preparation of an offering memorandum or similar document contained in any statute, regulation, instrument, rule or policy applicable to the sale of the Purchased Securities or upon the issue of such orders, consents or approvals as may be required to permit such sale without the requirement of filing a prospectus or registration statement or delivering an offering memorandum or similar document.

You acknowledge and agree that:

- (a) you, and, if applicable, others for whom you are contracting hereunder, have been independently advised as to or are aware of the restrictions with respect to trading in, and the restricted period or statutory hold period applicable to, the Purchased Securities and the Securities underlying them imposed by the Securities Laws of the jurisdiction in which you reside or to which you are subject and by the policies of the Stock Exchange, that a suitable legend or legends as set out in Section 5 of this Agreement, will be placed on the certificate representing the Purchased Securities to reflect the applicable statutory hold period to which the Purchased Securities are subject;
- (b) you, and, if applicable, others for whom you are contracting hereunder, have not received or been provided with a prospectus, offering memorandum (within the meaning of the Securities Laws of the Offering Jurisdictions) sales or advertising literature, or any document purporting to describe the business and affairs of the Corporation which has been prepared for review by prospective purchasers to assist in making an investment decision in respect of the Purchased Securities and the Securities underlying them and that your decision, or, if applicable, the decision of others for whom you are contracting hereunder, to enter into this Agreement and to purchase the Purchased Securities and the Securities underlying them from the Corporation is based entirely upon publicly available Information concerning the Corporation (other than the representations and warranties made by the Corporation in this Agreement), and not upon any other verbal or written representation as to fact or otherwise made by or on behalf of the Corporation other than the term sheet attached hereto as Schedule A;

- (c) you have not become aware of any advertisement in printed media of general and regular paid circulation (or other printed public media), radio, television or telecommunications or other form of advertisement (including electronic display such as the Internet) with respect to the distribution of the Purchased Securities;
- (d) the Subscriber is solely responsible for obtaining such tax, investment, legal and other professional advice as it considers appropriate in connection with the execution, delivery and performance by it of this Agreement and the transactions contemplated hereunder (including the resale and transfer restrictions referred to herein)..
- (e) as a consequence of the sale being exempt from the prospectus requirements of the Securities Laws of the Offering Jurisdictions,
 - (i) certain protections, rights and remedies provided by the Securities Laws of the Offering Jurisdictions, including statutory rights of rescission and certain statutory remedies against an issuer, underwriters, auditors, directors and officers that are available to investors who acquire securities offered by a prospectus, will not be available to you, or, if applicable, others for whom you are contracting hereunder,
 - (ii) the common law may not provide investors with an adequate remedy in the event that they suffer investment losses in connection with securities acquired in a private placement,
 - (iii) you, or, if applicable, others for whom you are contracting hereunder, may not receive information that would otherwise be required to be given under the Securities Laws of the Offering Jurisdictions, and
 - (iv) the Corporation is relieved from certain obligations that would otherwise apply under the Securities Laws of the Offering Jurisdictions; and
- (f) no Person has made any written or oral representation
 - (i) that any Person will resell or repurchase the Purchased Securities or the Securities underlying them,
 - (ii) that any Person will refund the Offering Price; or
 - (iii) as to the future price or value of the Purchased Securities or the Securities underlying them.

By your acceptance of this Agreement, you, and, if applicable, any others for whom you are contracting hereunder represent, warrant, acknowledge and covenant to the Corporation (which representations and warranties shall survive the Closing) and its counsel (and acknowledge that the Corporation and its respective counsel, are relying thereon) both at the date hereof and at the Closing that:

A. Representations and Warranties of the Subscriber

- (a) You acknowledge and are aware that this Agreement is for Flow-Through Units only, and that the Flow-Through Units offered for purchase form a portion of the Offering which also consists of Hard Dollar Units.
- (b) You are and any beneficial purchaser for whom you are contracting hereunder is resident, or if not an individual, has the head office, in the jurisdiction set out under the heading “residential address, including postal code” above your signature or under the heading “residential address and telephone number of beneficial purchaser” below your signature, as applicable, set forth on the execution pages of this Agreement which address is your residence or place of business, or the residence or place of business of any beneficial purchaser for whom you are contracting hereunder, as applicable, and such address was not obtained or used solely for the purpose of acquiring the Purchased Securities and you,

and, if applicable, any others for whom you are contracting hereunder were not offered any Purchased Securities, and did not execute this Agreement, in the United States.

- (c) If you are an individual, you have attained the age of majority in the jurisdiction in which you are resident and have the legal capacity and competence to enter into and be bound by this Agreement and to perform the covenants and obligations herein.
- (d) If you are not an individual (i) you have the legal capacity to authorize, execute and deliver this Agreement, and (ii) the individual signing this Agreement has been duly authorized to execute and deliver this Agreement.
- (e) You are and any beneficial purchaser for whom you are contracting hereunder is at arm's-length, within the meaning of the policies of the Stock Exchange, with the Corporation.
- (f) Legal counsel retained by the Corporation are acting as counsel to the Corporation and not as counsel to the Subscriber and the Subscriber may not rely upon such counsel in any respect. The Subscriber should obtain independent legal advice with respect to the investment in the Purchased Securities. The Subscriber, and any beneficial purchaser for whom it is acting hereunder, have been advised to consult their own legal advisors with respect to trading in the Purchased Securities and the Securities underlying them and with respect to the resale restrictions imposed by the Securities Laws in the jurisdiction in which the Subscriber resides and any beneficial purchaser for whom it is acting, and acknowledges that no representation has been made respecting the applicable hold periods imposed by any applicable Securities Laws or other resale restrictions applicable to such securities which restrict the ability of the Subscriber and any beneficial purchaser for whom it is acting to resell such securities, that the Subscriber and any beneficial purchaser for whom it is acting is solely responsible to find out what these restrictions are and the Subscriber is solely responsible (and the Corporation is not in any way responsible) for compliance with applicable resale restrictions and the Subscriber is aware that it and any beneficial purchaser for whom it is acting may not be able to resell such securities except in accordance with limited exemptions under the Securities Laws and other applicable securities laws.
- (g) If you are, and, if applicable, any beneficial purchaser for whom you are contracting hereunder is, a resident of a province or territory of Canada and cannot otherwise satisfy any of the requirements set forth in this section 4, you are, or, if applicable, any beneficial purchaser for whom you are contracting hereunder is, acquiring the Purchased Securities pursuant to and in compliance with an exemption from the prospectus requirements of the Securities Laws of the jurisdiction of residence and will provide the Corporation on request, whether before or after the Closing Date, with evidence of such compliance.
- (h) You are, or, if applicable, any beneficial purchaser for whom you are contracting hereunder is, capable of assessing the proposed investment in the Purchased Securities as a result of financial or investment experience or as a result of advice received from a registered person other than the Corporation or an affiliate thereof and you are, or, if applicable, any beneficial purchaser for whom you are contracting hereunder is, able to bear the economic loss of the investment in the Purchased Securities;
- (i) You are aware that the Securities have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States and that the Securities may not be offered or sold to, or for the account or benefit of, persons in the United States or U.S. Persons without registration under the U.S. Securities Act or compliance with requirements of an exemption from registration therefrom and the applicable laws of all applicable states and acknowledges that the Corporation will not file a registration statement under the U.S. Securities Act or applicable state securities laws in respect of the Securities;
- (j) The Flow-Through Units have not been offered to the Subscribers in the United States, and the individuals making the order to purchase such securities and executing and delivering this Agreement on behalf of the Subscriber were not in the United States when the order was placed and this Agreement was executed and delivered;

- (k) You undertake and agree that you will not offer or sell any Securities in the United States unless such securities are registered under the U.S. Securities Act and the securities laws of all applicable states of the United States or an exemption from such registration requirements is available, and further that you will not resell any Purchased Securities or and the Securities underlying them, except in accordance with the provisions of applicable securities legislation, regulations, rules, policies and orders and stock exchange rules;
- (l) You have such knowledge in financial and business affairs as to be capable of evaluating the merits and risks of your investment and you, or, where you are not purchasing as principal, each beneficial purchaser, is able to bear the economic risk of loss of its investment;
- (m) You are not a U.S. Person and are not and will not be purchasing the Flow-Through Units for the account or benefit of any U.S. Person or person in the United States.
- (n) The Purchased Securities to be issued hereunder are not being purchased with knowledge of any material fact about the Corporation that has not been generally disclosed.
- (o) You acknowledge and, if applicable, any beneficial purchaser for whom you are contracting hereunder acknowledges, that no agency, governmental authority, securities commission or similar regulatory body, stock exchange or other entity has reviewed, passed on or made any finding or determination as to the merit for investment of the Purchased Securities nor have any such agencies or governmental authorities made any recommendation or endorsement with respect to the Purchased Securities or the Securities underlying them.
- (p) This Agreement has been duly executed and delivered and, when accepted by the Corporation, will constitute a legal, valid and binding obligation enforceable against you and, if you are signing this Agreement on behalf of a beneficial purchaser, also against such beneficial purchaser, in each case in accordance with the terms hereof.
- (q) If you are contracting hereunder as trustee or agent (including, for greater certainty, a portfolio manager or comparable adviser) for one or more beneficial purchasers, you are authorized to execute and deliver this Agreement and all other necessary documentation in connection with the subscription made on behalf of such beneficial purchaser or beneficial purchasers and this Agreement has been authorized, executed and delivered on behalf of such beneficial purchaser or beneficial purchasers, and you acknowledge that the Corporation may be required by law to disclose the identity of each beneficial purchaser for whom you are contracting hereunder to any securities regulatory authority or similar body in the Offering Jurisdictions or to the Stock Exchange.
- (r) A finder's fee may be paid in connection with the transaction contemplated herein. There are no other arrangements or persons acting or purporting to act in connection with the transactions contemplated herein which creates any entitlement to any brokerage or finder's fee. If any person establishes a claim that any fee or other compensation is payable in connection with this subscription for the Purchased Securities, the Subscriber covenants to indemnify and hold harmless the Corporation with respect thereto and with respect to all costs reasonably incurred in the defence thereof.
- (s) The execution and delivery of this Agreement, the performance and compliance with the terms hereof, the purchase of the Purchased Securities and the completion of the transactions described herein by you will not result in any material breach of, or be in conflict with or constitute a material default under, or create a state of facts which, after notice or lapse of time, or both, would, if you are not or any beneficial purchaser for whom you are contracting hereunder is not an individual, constitute a material default under any term or provision of your constating documents, by-laws or resolutions or the constating documents, by-laws or resolutions of any beneficial purchaser for whom you are contracting hereunder, as the case may be, the Securities Laws or any other laws applicable to you or any beneficial purchaser for whom you are contracting hereunder, any agreement to which you are or any beneficial purchaser for whom you are contracting hereunder is a party, or any judgment, decree, order, statute, rule or regulation applicable to you or any beneficial purchaser for whom you are contracting hereunder.

- (t) The funds representing the aggregate Offering Price in respect of the Purchased Securities which will be advanced by the Subscriber to the Corporation hereunder will not represent proceeds of crime for the purposes of the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) (for the purposes of this paragraph the “PCMLTFA”) and you acknowledge that the Corporation may in the future be required by law to disclose the name of the Subscriber and other information relating to this Agreement and the subscription hereunder, on a confidential basis, pursuant to the PCMLTFA. To the best of your knowledge (a) none of the subscription funds provided by the Subscriber (i) have been or will be derived directly or indirectly from or related to any activity that is deemed criminal under the laws of Canada, the United States of America, or any other jurisdiction, or (ii) are being tendered on behalf of a person or entity who has not been identified to you and, (b) you will promptly notify the Corporation if you discover that any of such representations cease to be true, and to provide the Corporation with appropriate information in connection therewith.
- (u) You are capable of bearing the economic risks of an investment in the Purchased Securities.
- (v) You have not entered and will not enter into any agreement or arrangement to which the Corporation or a specified person in relation to the Corporation (as defined in subsection 6202.1(5) of the regulations to the Tax Act) is not a party, which will cause the Flow-Through Shares to be “prescribed shares” within the meaning of section 6202.1 of the regulations to the Tax Act.
- (w) You, on your own behalf and, if applicable, on behalf of each beneficial purchaser for whom you are contracting hereunder, acknowledge and consent to the fact that the Corporation is collecting your personal information (as that term is defined under applicable privacy legislation, including, without limitation, the *Personal Information Protection and Electronic Documents Act* (Canada) and any other applicable similar, replacement or supplemental provincial or federal legislation or laws in effect from time to time), and, if applicable, that of each beneficial purchaser for whom you are contracting hereunder, for the purpose of completing this Agreement. You, on your own behalf and, if applicable, on behalf of each beneficial purchaser for whom you are contracting hereunder, acknowledge and consent to the Corporation retaining such personal information for as long as permitted or required by law or business practices. You, on your own behalf and, if applicable, on behalf of each beneficial purchaser for whom you are contracting hereunder, further acknowledge and consent to the fact that the Corporation may be required by the Securities Laws of the Offering Jurisdictions or the rules and policies of the Stock Exchange to provide regulatory authorities with any personal information provided under this Agreement. You represent and warrant, as applicable, that you have the authority to provide the consents and acknowledgements set out in this paragraph on behalf of each beneficial purchaser for whom you are contracting hereunder. In addition to the foregoing, you agree and acknowledge that the Corporation may use and disclose your personal information, or that of each beneficial purchaser for whom you are contracting hereunder, as follows:
 - (i) for internal use with respect to managing the relationships between and contractual obligations of the Corporation and you or any beneficial purchaser for whom you are contracting hereunder;
 - (ii) for use and disclosure for income tax related purposes, including without limitation, where required by law, disclosure to CRA;
 - (iii) for disclosure to securities regulatory authorities and other regulatory bodies in the Offering Jurisdictions with jurisdiction with respect to reports of trades and similar regulatory filings;
 - (iv) for disclosure to a governmental or other authority to which the disclosure is required by court order or subpoena compelling such disclosure and where there is no reasonable alternative to such disclosure;
 - (v) for disclosure to legal counsel of the Corporation in connection with the performance of their professional services in connection with the Offering;

- (vi) for disclosure to a court determining the rights of the parties under this Agreement; or
- (vii) for use and disclosure as otherwise required or permitted by law.
- (x) If you are purchasing Flow-Through Units in the Province of Ontario or are otherwise subject to the Securities Laws of the Province of Ontario, you authorize the indirect collection of personal information (as defined in the Securities Laws of the Province of Ontario) by the Ontario Securities Commission and confirm that you have been notified by the Corporation:
 - (i) that the Corporation will be delivering such personal information to the Ontario Securities Commission;
 - (ii) that such personal information is being collected indirectly by the Ontario Securities Commission under the authority granted to it in the Securities Laws of the Province of Ontario;
 - (iii) that such personal information is being collected for the purpose of the administration and enforcement of the Securities Laws of the Province of Ontario; and
 - (iv) that the title, business address and business telephone number of the public official in the Province of Ontario who can answer questions about the Ontario Securities Commission's indirect collection of personal information is as follows:

Administrative Assistant to the Director of Corporate Finance
Ontario Securities Commission
Suite 1903, Box 55, 20 Queen Street West
Toronto, Ontario M5H 3S8
Telephone: 416-593-8086

B. One or more of 4B(a), 4B(b), 4B(c), 4B(d) or 4B(e) applies to you:

- (a) Accredited Investors (**applicable to all Purchasers resident in or otherwise subject to the laws of any province of Canada**)
 - (i) you are either purchasing the Purchased Securities:
 - A. as principal and not for the benefit of any other Person, or you are deemed under NI 45-106 to be purchasing the Purchased Securities as principal, and you are an “accredited investor” (as such term is defined in NI 45-106 and section 73.3 of the *Securities Act* (Ontario)); or
 - B. as agent for a beneficial purchaser disclosed on the execution pages of this Agreement, and you are an agent or trustee with proper authority to execute all documents required in connection with the purchase of the Purchased Securities on behalf of such disclosed beneficial purchaser, and such disclosed beneficial purchaser for whom you are contracting hereunder is purchasing as principal and not for the benefit of any other Person or is deemed under NI 45-106 to be purchasing the Purchased Securities as principal, and such disclosed beneficial purchaser is an “accredited investor” (as such term is defined in NI 45-106 and section 73.3 of the *Securities Act* (Ontario));
 - (ii) if you are, or the beneficial purchaser for whom you are contracting hereunder is, as the case may be, a Person, other than an individual or investment fund, that has net assets of at least \$5,000,000, you were not, or the beneficial purchaser for whom you are contracting hereunder was not, as the case may be, created or used solely to purchase or hold securities as an accredited investor;

- (iii) you have concurrently executed and delivered a certificate in the form attached as Schedule C hereto, together with accredited investor certificate attached as Appendix C-1 thereto; and
 - (iv) if you are purchasing as an individual relying on category (i), (k) or (l) of the accredited investor certificate (and do not meet the higher financial asset threshold set out in paragraph (j.1) thereof), you have executed and delivered a Form 45-106F9 – *Form for Individual Accredited Investors* attached as Appendix C-2 to Schedule C.
- (b) **Affiliates (applicable to all Purchasers resident in or otherwise subject to the laws of any province of Canada):**
- (i) you are either purchasing the Purchased Securities:
 - A. as principal and not for the benefit of any other Person and you are an “affiliate” (as such term is defined in NI 45-106) of the Corporation; or
 - B. as agent for a beneficial purchaser disclosed on the execution pages of this Agreement, and you are an agent or trustee with proper authority to execute all documents required in connection with the purchase of the Purchased Securities on behalf of such disclosed beneficial purchaser, and such disclosed beneficial purchaser for whom you are contracting hereunder is purchasing as principal and not for the benefit of any other Person and is an “affiliate” (as such term is defined in NI 45-106) of the Corporation; and
 - (ii) you have concurrently executed and delivered a certificate in the form attached as Schedule C attached hereto.
- (c) **Family, Friends and Business Associates (applicable to all Purchasers resident in or otherwise subject to the laws of any province of Canada):**
- (i) You are purchasing the Purchased Securities as principal and not for the benefit of any other Person and no other Person will have a beneficial interest in the Purchased Securities and you are one or more of:
 - A. a “director”, “executive officer” or “control person” of the Corporation, or of an “affiliate” of the Corporation (as such terms are defined in NI 45-106);
 - B. a “spouse” (as such term is defined in NI 45-106), parent, grandparent, brother, sister or child of a “director”, “executive officer” or “control person” (as such terms are defined in NI 45-106) of the Corporation, or of an affiliate of the Corporation;
 - C. a parent, grandparent, brother, sister or child of the spouse of a director, executive officer or control person of the Corporation, or of an affiliate of the Corporation;
 - D. a close personal friend of a director, executive officer or control person of the Corporation, or of an affiliate of the Corporation;
 - E. a close business associate of a director, executive officer or control person of the Corporation, or of an affiliate of the Corporation;
 - F. a “founder” (as such term is defined in NI 45-106) of the Corporation or a spouse, parent, grandparent, brother, sister or child of a founder of the Corporation;
 - G. a parent, grandparent, brother, sister or child of the spouse of a founder of the Corporation;

- H. a person of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, persons described in clauses 4B(d)(i)(A) to 4B(d)(i)(G) above; or
 - I. a trust or estate of which all of the beneficiaries or a majority of the trustees or executors are persons or companies described in clauses 4B(d)(i)(A) to 4B(d)(i)(G) above;
- (ii) you have concurrently executed and delivered a certificate in the form attached as Schedule C attached hereto; and
 - (iii) if you are resident in Ontario, you have concurrently executed and delivered a risk acknowledgement in the form of Form 45-106F12 – *Risk Acknowledgement Form for Family, Friend and Business Associate Investors*, which shall be provided upon request to the Corporation.
- (d) **Minimum Purchase Amount (applicable to all Purchasers resident in or otherwise subject to the laws of any province of Canada):**
- (i) you are resident in or subject to the securities laws of one of the provinces of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Québec, Newfoundland and Labrador, Nova Scotia, New Brunswick or Prince Edward Island;
 - (ii) you are purchasing the Purchased Securities as principal for your own account and not for the benefit of any other person;
 - (iii) the Purchased Securities have an acquisition cost to you of not less than \$150,000, payable in cash at the Closing of the Offering; and
 - (iv) the Subscriber is not an individual, was not created and is not being used solely to purchase or hold securities in reliance on the registration and prospectus exemptions provided under Section 2.10 of NI 45-106, it pre-existed the Offering and it has a bona fide purpose other than investment in the Purchased Securities.
- (e) **Existing Security Holder Exemption (applicable to all Purchasers resident in or otherwise subject to the laws of any province or territory of Canada, except for Newfoundland and Labrador):**

If the Subscriber is relying on the Existing Security Holder Exemption the Subscriber is resident in one of the Designated Provinces and is purchasing the Flow-Through Units pursuant to the Existing Security Holder Exemption of such Designated Province in which the Subscriber is resident, evidenced by the address of the Subscriber provided on the first page of this Subscription Agreement, and represents, warrants and covenants to and with the Corporation pursuant to Existing Security Holder Exemption that, as at the date given above and at the Closing:

- A. the Subscriber is resident in the Designated Provinces provided by the Subscriber on the face page of this Subscription Agreement;
- B. the Subscriber is purchasing the Flow-Through Shares as principal and for its own account, and not for the account of any third person;
- C. on or before the Record Date, the Subscriber acquired at least one Common Share of the Corporation and the Subscriber continues to hold at least one Common Share of the Corporation as of the Closing Date, as indicated by the Subscriber on the Existing Security Holder Certificate attached as Schedule D to this Subscription Agreement;
- D. one of the following applies, as indicated by the Subscriber on the Existing Security Holder Certificate attached as Schedule D to this Subscription Agreement:

- (i) the Subscriber is a person that has obtained advice regarding the suitability of the investment being made under this Subscription Agreement and, if the Subscriber is resident in a jurisdiction of Canada, that advice has been obtained from a person that is registered as an investment dealer in the jurisdiction; or
 - (ii) the aggregate acquisition cost to the Subscriber for the Shares purchased under the Existing Security Holder Exemption, when combined with the acquisition cost to the Subscriber for the purchase of any other security from the Corporation under the Existing Security Holder Exemption in the last 12 months, does not exceed \$15,000 in aggregate; and
- E. the Subscriber has not received any offering material in connection with the distribution under the Existing Security Holder Exemption, other than this Subscription Agreement.

7. Legends

You acknowledge that the certificates representing the Purchased Securities and the Securities underlying them and any replacement certificate issued prior to the expiration of the applicable hold period will bear and/or be subject to substantially the following legend:

“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE [the date which is four months and one day after the Closing Date will be inserted].”

provided that subsequent to the date which is four months and one day after the Closing Date the certificates representing the Flow-Through Shares comprising or underlying the Purchased Securities may be exchanged for certificates bearing no such legends.

In addition, the certificates representing the Purchased Securities and the Securities underlying them may also, if applicable, bear a legend substantially in the following form:

“WITHOUT PRIOR WRITTEN APPROVAL OF THE TSX VENTURE EXCHANGE AND COMPLIANCE WITH ALL APPLICABLE SECURITIES LEGISLATION, THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE TRADED ON OR THROUGH THE FACILITIES OF THE TSX VENTURE EXCHANGE OR OTHERWISE IN CANADA OR TO OR FOR THE BENEFIT OF A CANADIAN RESIDENT UNTIL [the date which is four months and one day after the Closing Date will be inserted].”

8. Representations and Warranties of the Corporation

The Corporation hereby represents and warrants to the Subscriber as follows:

- (a) it is a corporation duly incorporated and organized under the laws of the Province of Ontario and is presently in good standing thereunder with full corporate power to own its properties and carry on its business as now being conducted;
- (b) the Corporation has full power and authority to enter into this agreement and perform the same and do all other acts which may be necessary to consummate the transaction contemplated hereby;
- (c) the Flow-Through Shares underlying the Purchased Securities being sold to the Subscriber in accordance with the provisions hereof and the Warrant Shares that may be issued upon exercise of the Warrants will have been duly allotted and reserved for issuance and upon issuance and delivery, will be validly issued and outstanding as fully paid and non-assessable shares;

- (d) the Corporation's share capital consists of an unlimited number of common shares of which there are 119,372,306 common shares of the Corporation validly issued and outstanding representing fully paid and non-assessable shares in the capital stock of the Corporation;
- (e) the issuance and sale of the Purchased Securities by the Corporation do not and will not conflict with and do not and will not result in a breach of any of the terms, conditions or provisions of its constating documents or any agreement or instrument to which the Corporation is a party;
- (f) the latest financial statements accurately reflect the financial position of the Corporation as at the date thereof and no material changes in such position have taken place since the date thereof, save in the ordinary course of the Corporation's business or as publicly announced;
- (g) the Corporation has complied fully with requirements of the securities laws in the jurisdiction in which the Flow-Through Units will be distributed and the Act pursuant to which it was incorporated and its regulations;
- (h) the Purchased Securities subscribed for hereunder represent part of a private placement for a total of up to 15,000,000 Hard Dollar Units and up to 5,000,000 Flow-Through Units;
- (i) the Corporation is a reporting issuer in good standing in the Provinces of Ontario, Alberta, and British Columbia and has received all necessary regulatory approvals for the transactions contemplated hereby;
- (j) this agreement has been duly executed and delivered by the Corporation and is a valid agreement enforceable in accordance with its terms;
- (k) the Flow-Through Units are not being sold by the Corporation to the Subscriber with knowledge of any material fact about the Corporation that has not been generally disclosed;
- (l) the Corporation is and will continue to be during the term of this Subscription Agreement and at all times which are relevant for the purposes of this Subscription Agreement a "principal-business corporation";
- (m) the Flow-Through Shares will be "flow-through shares" as defined in subsection 66(15) of the Tax Act and will not constitute "prescribed shares" for the purpose of Regulation 6202.1 of the Regulations to the Tax Act;
- (n) the Corporation has the full corporate right, power and authority to execute and deliver this Subscription Agreement, to issue the Purchased Securities and the Securities underlying them to the Subscriber and to incur and renounce to the Subscriber, CDE and CEE in an amount equal to the Commitment Amount;
- (o) the execution and delivery of, and the performance of the terms of this Subscription Agreement by the Corporation, including the issue of the Flow-Through Shares, the incurring of CDE and CEE and the renunciation of CDE and CEE to the Subscriber pursuant hereto does not and will not constitute a breach of or default under the constating documents of the Corporation or any law, regulation, order or ruling applicable to the Corporation or any agreement, contract or indenture to which the Corporation is a party or by which it is bound;
- (p) none of the "Qualifying Expenditures" are incurred pursuant to a prohibited relationship as defined in subsection 66(12.671) of the Tax Act;
- (q) the Corporation, and any corporations associated with the Corporation for the purposes of subparagraph 66(12.602)(c)(ii) of the Tax Act (referred to herein as "Associated Corporations"), have not and will not enter into any flow-through share agreements which will, in aggregate

(including this Subscription Agreement), require the Corporation together with any Associated Corporations to, in any given calendar year, incur CDE for the purposes of renunciation pursuant to subsection 66(12.601) of the Tax Act in excess of the limit prescribed in paragraph 66(12.602)(c) of the Tax Act (currently \$1,000,000); and

- (r) as of the date hereof, the taxable capital amount of the Corporation as defined in subsections 66(12.6011) and 66(12.6012) of the Tax Act is not more than \$15,000,000;
- (s) the Corporation has no reason to believe that it will not incur Qualifying Expenditures equal to the Commitment Amount on or before the end of the Expenditure Period;
- (t) Extra-provincial Registration: The Corporation is licensed, registered or qualified as an extra-provincial or foreign corporation in all jurisdictions where the character of the property or assets thereof owned or leased or the nature of the activities conducted by it make licensing, registration or qualification necessary and is carrying on the business thereof in compliance with all laws, rules and regulations of each such jurisdiction;
- (u) Compliance with Laws, Licenses and Permits: The Corporation has conducted and is conducting the business thereof in compliance in all material respects with all applicable laws, rules, regulations, tariffs, orders and directives of each jurisdiction in which it carries on business and possesses all material approvals, consents, certificates, registrations, authorizations, permits and licenses issued by the appropriate provincial, state, municipal, federal or other regulatory agency or body necessary to carry on the business currently carried on, or contemplated to be carried on, by it, is in compliance in all material respects with the terms and conditions of all such approvals, consents, certificates, authorizations, permits and licenses and with all laws, regulations, tariffs, rules, orders and directives material to its operations, and the Corporation has not received any notice of any proceeding relating to the revocation, cancellation or modification of any such approval, consent, certificate, authorization, permit or license which, singly or in the aggregate, if the subject of an unfavorable decision, order, ruling or finding, would materially and adversely affect the conduct of the business or operations of, or the assets, liabilities (contingent or otherwise), condition (financial or otherwise) or prospects of, the Corporation and the Corporation has not received notice of the revocation, cancellation or modification of, or any intention to revoke, cancel or modify, any such approval, consent, certificate, registration, authorization, permit or license;
- (v) No Cease Trade Order: No order preventing, ceasing or suspending trading in any securities of the Corporation or prohibiting the issue and sale of securities by the Corporation has been issued and no proceedings for either of such purposes have been instituted or, to the best of the knowledge of the Corporation, are pending, contemplated or threatened;
- (w) No Litigation: There are no actions, suits, proceedings, inquiries or investigations existing, pending or, to the knowledge of the Corporation after due inquiry, threatened against or adversely affecting the Corporation or to which any of the property or assets thereof is subject, at law or equity, or before or by any court, federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, which may in any way materially adversely affect the condition (financial or otherwise), property, assets, operations or business of the Corporation or the ability of the Corporation to perform the obligations thereof and the Corporation is not subject to any judgment, order, writ, injunction, decree, award, rule, policy or regulation of any Governmental Authority, which, either separately or in the aggregate, may result in a material adverse effect on the condition (financial or otherwise), property, assets, operations or business of the Corporation or the ability of the Corporation to perform its obligations pursuant hereto;
- (x) Public Disclosure: Each of the documents which contain any of the information filed with securities regulators from time to time (the "Information") is, as of the date thereof, in compliance in all material respects with applicable securities laws, instruments and policies and did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or

necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and such documents collectively constitute full, true and plain disclosure of all material facts relating to the Corporation and do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, as of the date hereof. There is no fact known to the Corporation which the Corporation has not publicly disclosed which materially adversely affects, or so far as the Corporation can now reasonably foresee, will materially adversely affect, the assets, liabilities (contingent or otherwise), affairs, business, prospects, operations or condition (financial or otherwise) of the Corporation or the ability of the Corporation to perform its obligations under this Subscription Agreement or the certificates evidencing the Purchased Securities or which would otherwise be material to any person intending to make an equity investment in the Corporation;

- (y) **Financial Statements:** The audited consolidated financial statements of the Corporation for the year ended June 30, 2019 together with the auditors' report thereon and the notes thereto, have been prepared in accordance with Canadian generally accepted accounting principles applied on a basis consistent with prior periods (except as disclosed in such consolidated financial statements), are substantially correct in every particular and present fairly the financial condition and position of the Corporation on a consolidated basis as at their respective dates and such consolidated financial statements contain no direct or implied statement of a material fact which is untrue on the date of such consolidated financial statements and do not omit to state any material fact which is required by Canadian generally accepted accounting principles or by applicable law to be stated or reflected therein or which is necessary to make the statements contained therein not misleading;
- (z) **Taxes and Tax Returns:** The Corporation has filed in a timely manner all necessary tax returns and notices and has paid all applicable taxes of whatsoever nature for all tax years prior to the date hereof to the extent that such taxes have become due or have been alleged to be due and the Corporation is not aware of any tax deficiencies or interest or penalties accrued or accruing, or alleged to be accrued or accruing, thereon where, in any of the above cases, it might reasonably be expected to result in any material adverse change in the condition (financial or otherwise), or in the earnings, business affairs or business prospects of the Corporation and there are no agreements, waivers or other arrangements providing for an extension of time with respect to the filing of any tax return by it or the payment of any material tax, governmental charge, penalty, interest or fine against it, there are no material actions, suits, proceedings, investigations or claims now threatened or pending against the Corporation which could result in a material liability in respect of taxes, charges or levies of any governmental authority, penalties, interest, fines, assessments or reassessments or any matters under discussion with any governmental authority relating to taxes, governmental charges, penalties, interest, fines, assessments or reassessments asserted by any such authority and the Corporation has withheld (where applicable) from each payment to each of the present and former officers, directors and employees thereof the amount of all taxes and other amounts, including, but not limited to, income tax and other deductions, required to be withheld therefrom, and has paid the same or will pay the same when due to the proper tax or other receiving authority within the time required under applicable tax legislation;
- (aa) **No Pre-emptive Rights:** The issue of the Purchased Securities will not be subject to any pre-emptive right or other contractual right to purchase securities granted by the Corporation or to which the Corporation is subject;
- (bb) **Environmental Compliance:** The Corporation:
 - (i) and the property, assets and operations thereof comply in all material respects with all applicable Environmental Laws (which term means and includes, without limitation, any and all applicable international, federal, provincial, state, municipal or local laws, statutes, regulations, treaties, orders, judgments, decrees, ordinances, official directives and all authorizations relating to the environment, occupational health and safety, or any Environmental Activity (which term means and includes, without limitation, any past, present or future activity, event or circumstance in

respect of a Contaminant (which term means and includes, without limitation, any pollutants, dangerous substances, liquid wastes, hazardous wastes, hazardous materials, hazardous substances or contaminants or any other matter including any of the foregoing, as defined or described as such pursuant to any Environmental Law), including, without limitation, the storage, use, holding, collection, purchase, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling or transportation thereof, or the release, escape, leaching, dispersal or migration thereof into the natural environment, including the movement through or in the air, soil, surface water or groundwater));

- (ii) has no knowledge of, and has not received any notice of, any material claim, judicial or administrative proceeding, pending or threatened against, or which may affect, the Corporation or any of the property, assets or operations thereof, relating to, or alleging any violation of any Environmental Laws, the Corporation is not aware of any facts which could give rise to any such claim or judicial or administrative proceeding and neither the Corporation nor any of the respective property, assets or operations thereof is the subject of any investigation, evaluation, audit or review by any Governmental Authority (which term means and includes, without limitation, any international, national, federal government, province, state, municipality or other political subdivision of any of the foregoing, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any corporation or other entity owned or controlled (through stock or capital ownership or otherwise) by any of the foregoing) to determine whether any violation of any Environmental Laws has occurred or is occurring or whether any remedial action is needed in connection with a release of any Contaminant into the environment, except for compliance investigations conducted in the normal course by any Governmental Authority;
- (iii) has not given or filed any notice under any federal, state, provincial or local law with respect to any Environmental Activity, the Corporation does not have any liability (whether contingent or otherwise) in connection with any Environmental Activity and the Corporation is not aware of any notice being given under any federal, state, provincial or local law or of any liability (whether contingent or otherwise) with respect to any Environmental Activity relating to or affecting the Corporation or the property, assets, business or operations thereof;
- (iv) does not store any hazardous or toxic waste or substance on the property thereof and has not disposed of any hazardous or toxic waste, in each case in a manner contrary to any Environmental Laws, and there are no Contaminants on any of the premises at which the Corporation carries on business, in each case other than in compliance with Environmental Laws; and
- (v) is not subject to any contingent or other liability relating to the restoration or rehabilitation of land, water or any other part of the environment or non-compliance with Environmental Law.

6.1 Existing Security Holder Exemption: Additional Representations and Warranties of the Corporation:

Pursuant to the Existing Security Holder Exemption, the Corporation represents and warrants the following, as at the date given above and at the Closing:

- (a) the Corporation has filed in each jurisdiction of Canada in which it is a “reporting issuer”, as such term is defined by applicable securities laws, all periodic and timely disclosure documents required to have been filed by it in such jurisdiction by applicable securities laws or any order or undertaking issued by any of the securities commissions of such jurisdictions;
- (b) the Corporation has issued and filed an offering news release announcing the Corporation's intention to conduct a distribution under the Existing Security Holder Exemption;
- (c) the distribution contemplated by this Subscription Agreement is of Flow-Through Units, and the Flow-Through Shares and Warrant Shares that may be issued upon exercise of Warrants, on their issuance, will be securities listed on the TSXV;

- (d) the Corporation is making the Offering available to all persons who represented that they, as of the Record Date, held a Common Share of the Corporation;
- (e) the Information and each of the Corporation's Documents and Core Documents, as the case may be depending upon the jurisdiction in which the Subscriber purchasing the securities is resident, do not contain a misrepresentation; and
- (f) there is no material fact or material change related to the Corporation which has not been generally disclosed.

6.2 For Subscribers in British Columbia, Manitoba and Saskatchewan

If the Subscriber is relying on the Existing Security Holder Exemption and is resident in British Columbia, Manitoba or Saskatchewan, the Corporation grants to the Subscriber a contractual right of action against the Corporation for rescission or damages that:

- (a) is available to the Subscriber if a **Document or Core Document** contains a misrepresentation which is not corrected before the Subscriber acquires a Securities under the Offering in reliance on the Existing Security Holder Exemption, without regard to whether or not the Subscriber relied on the misrepresentation;
- (b) is enforceable by the Subscriber delivering a notice to the Corporation:
 - (i) in the case of an action for rescission, within 180 days after the Subscriber signs the Subscription Agreement; or
 - (ii) in the case of an action for damages, before the earlier of:
 - A. 180 days after the Subscriber first has knowledge of the facts giving rise to the cause of action; or
 - B. three (3) years after the date the Subscriber signs this Subscription Agreement;
- (c) is subject to the defence that the Subscriber had knowledge of the misrepresentation;
- (d) in the case of an action for damages, provides that the amount recoverable must not exceed the price at which the security was offered, and provides that the amount recoverable does not include all or any part of the damages that the Issuer proves does not represent the depreciation in value of the security resulting from the misrepresentation; and
- (e) is in addition to, and does not detract from, any other right of the Subscriber.

6.3 For Subscribers in Québec, Nova Scotia, New Brunswick and Prince Edward Island

If the Subscriber is relying on the Existing Security Holder Exemption and is resident in Québec, Nova Scotia, New Brunswick or Prince Edward Island, and if there is a misrepresentation in the Information of the Corporation, the Corporation grants the Subscriber a contractual right to sue the Corporation:

- (a) to cancel this Subscription Agreement, or
- (b) for damages.

This contractual right to sue is available to the Subscriber whether or not the Subscriber relied on the misrepresentation. However, in an action for damages, the amount the Subscriber may recover will not exceed the Subscription Price that the Subscriber paid for its securities and will not include any part of the

damages that the Corporation proves does not represent the depreciation in value of the securities resulting from the misrepresentation. The Corporation has a defence if it proves that the Subscriber knew of the misrepresentation when it purchased the securities.

If the Subscriber intends to rely on the rights described in (a) or (b) above, the Subscriber must do so within certain time limitations. The Subscriber must commence its action to cancel this Subscription Agreement within 180 days after the Subscriber signed this Subscription Agreement. The Subscriber must commence its action for damages within the earlier of 180 days after learning of the misrepresentation and three (3) years after the Subscriber signed this Subscription Agreement.

6.4 For Subscribers in Alberta

If the Subscriber is relying on the Existing Security Holder Exemption and is resident in Alberta, Part 17.01 of the *Securities Act* (Alberta) may result in liability on the part of the Corporation for certain secondary market disclosure in connection with any security distributed by the Corporation to a Subscriber resident in Alberta under the Existing Security Holder Exemption. The Subscriber is advised, and acknowledges that it has been advised, to seek its own legal counsel concerning the Subscriber's rights pursuant to Part 17.01 of the *Securities Act* (Alberta), which may be in addition to any other rights the Subscriber has as a purchaser of Securities under this Subscription Agreement.

6.5 For Subscribers in Ontario

If the Subscriber is relying on the Existing Security Holder Exemption and is resident in Ontario, Part XXIII.1 of the *Securities Act* (Ontario) may result in liability on the part of the Corporation for certain secondary market disclosure in connection with any security distributed by the Corporation to a Subscriber resident in Ontario under the Existing Security Holder Exemption. The Subscriber is advised, and acknowledges that it has been advised, to seek its own legal counsel concerning the Subscriber's rights pursuant to Part XXIII.1 of the *Securities Act* (Ontario), which may be in addition to any other rights the Subscriber has as a purchaser of Securities under this Subscription Agreement.

9. The Corporation covenants and agrees with the Subscriber (and acknowledges that the Subscriber is relying thereon):

- (a) to keep proper books, records and accounts of all Qualifying Expenditures and all transactions affecting the Commitment Amount and the Qualifying Expenditures, and upon reasonable notice, to make such books, records and accounts available for inspection and audit by or on behalf of the Subscriber;
- (b) to incur, during the Expenditure Period, Qualifying Expenditures in such amount as enables the Corporation to renounce to the Subscriber in accordance with the Tax Act and this Subscription Agreement, Qualifying Expenditures in an amount equal to the Commitment Amount;
- (c) to renounce (in accordance with the Tax Act and this Subscription Agreement) to the Subscriber, effective on or before December 31, 2020, Qualifying Expenditures incurred during the Expenditure Period equal to the Commitment Amount;
- (d) to file with the Canada Customs and Revenue Agency the form prescribed by subsection 66(12.68) of the Tax Act together with a copy of this Subscription Agreement within the time period prescribed by the Tax Act;
- (e) to file with the Canada Customs and Revenue Agency the form prescribed by subsection 66(12.7) of the Tax Act on or before the last day of the first month following each month in which any renunciation is made pursuant to the terms of this Subscription Agreement;

- (f) that the Corporation acknowledges that it is not now entitled to receive any assistance, as defined in the Tax Act, in respect of the Qualifying Expenditures. In the event that the Corporation has received, is entitled to receive, or may reasonably be expected to receive, assistance at any time that may reasonably be related to the Qualifying Expenditures which cannot be renounced pursuant to the terms of this Subscription Agreement, the Corporation will incur additional CEE and CDE on or before the time it renounces the Qualifying Expenditures to the Subscriber pursuant to this Subscription Agreement in an amount equal to any such assistance, which amount shall then be renounced to the Subscriber pursuant to the terms herein;
- (g) if the Corporation does not incur during the Expenditure Period and renounce to the Subscriber effective on or before December 31, 2020, Qualifying Expenditures equal to the Commitment Amount (except as a result of any amendment to the Tax Act) or if the amount renounced to the Subscriber is reduced pursuant to subsection 66(12.73) of the Tax Act, as the sole recourse of the Subscriber for such event, the Corporation shall indemnify the Subscriber as to, and pay in settlement thereof to the Subscriber, an amount equal to the amount of any tax payable under the Tax Act (and under any corresponding provincial legislation) by the Subscriber as a consequence of such failure to renounce or reduction, as the case may be;
- (h) to deliver to the Subscriber at the address set forth on the first page hereof as the “Subscriber's Address”, not later than March 31, 2021, a statement setting forth the aggregate amounts of Qualifying Expenditures renounced to the Subscriber pursuant hereto;
- (i) that all Qualifying Expenditures renounced to the Subscriber pursuant to this Subscription Agreement will be Qualifying Expenditures incurred by the Corporation that, but for the renunciation to the Subscriber, the Corporation would be entitled to deduct in computing its income for the purposes of Part I of the Tax Act;
- (j) that the Corporation has not and will not enter into transactions or take deductions which would otherwise reduce its cumulative CEE or cumulative CDE to an extent which would preclude a renunciation of Qualifying Expenditures hereunder in an amount equal to the Commitment Amount effective on or before December 31, 2020;
- (k) to file all forms required under the Tax Act necessary to effectively renounce Qualifying Expenditures equal to the Commitment Amount to the Subscriber effective on or before December 31, 2020;
- (l) to renounce all CDE incurred hereunder under subsection 66(12.601) of the Tax Act such that the amount of such Qualifying Expenditures shall be considered CEE to the Subscriber effective on December 31, 2020; and
- (m) to issue to the Subscriber the number of Flow-Through Shares in respect of which this subscription has been accepted and to deliver the certificates evidencing the Flow-Through Shares as set forth on the first page hereof.

10. **General**

- (a) **Headings**: The division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms “this Agreement,” “hereof,” “hereunder”, “herein” and similar expressions refer to this Agreement and not to any particular article, section or other portion hereof and include any agreement supplemental thereto and any exhibits attached hereto. Unless something in the subject matter or context is inconsistent therewith, reference herein to articles, sections and paragraphs are to articles, sections, subsections and paragraphs of this Agreement.
- (b) **Number and Gender**: Words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine gender and neuter and vice versa.

- (c) Severability: If one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality or enforceability of the remaining provisions hereof shall not be affected or impaired thereby. Each of the provisions of this Agreement is hereby declared to be separate and distinct.
- (d) Notices: All notices or other communications to be given hereunder shall be delivered by hand or by telecopier, and if delivered by hand, shall be deemed to have been given on the date of delivery or, if sent by telecopier, on the date of transmission if sent before 5:00 p.m. (Toronto time) and such day is a Business Day or, if not, on the first Business Day following the date of transmission.

Notices to the Corporation shall be addressed to:

Tri Origin Exploration Ltd.
c/o Peterson McVicar LLP
18 King Street East, Suite 902,
Toronto, ON M5C 1C4

Attention: Andrey Shamis
Fax: 647-259-1785
Email: ashamis@petelaw.com

Notices to the Subscriber shall be addressed to the address of the Subscriber set out on the execution pages hereof.

Either the Corporation or the Subscriber may change its address for service aforesaid by notice in writing to the other party hereto specifying its new address for service hereunder.

- (e) Further Assurances: Each party hereto shall from time to time at the request of the other party hereto do such further acts and execute and deliver such further instruments, deeds and documents as shall be reasonably required in order to fully perform and carry out the provisions of this Agreement. The parties hereto agree to act honestly and in good faith in the performance of their respective obligations hereunder.
- (f) Successors and Assigns: This Agreement becomes effective when executed by all of the parties to it. After that time, it will be binding upon and enure to the benefit of the parties and their respective successors, heirs, executors, administrators and legal representatives. This Agreement is not transferable or assignable by any party to it.
- (g) Entire Agreement: The terms of this Agreement express and constitute the entire agreement between the parties hereto with respect to the subject matter hereof and no implied term or liability of any kind is created or shall arise by reason of anything in this Agreement.
- (h) Time of Essence: Time is of the essence of this Agreement.
- (i) Amendments: The provisions of this Agreement may only be amended with the written consent of all of the parties hereto.
- (j) Survival: The representations, warranties, acknowledgements and covenants contained in this Agreement and any certificate or document delivered pursuant to or in connection with this Agreement will survive the Closing Date and continue in full force and effect for a period of one (1) year notwithstanding any subsequent disposition or exchange of the Purchased Securities or the Securities underlying them.
- (k) Language: The parties hereto acknowledge and confirm that they have requested that this Agreement as well as all notices and other documents contemplated hereby be drawn up in the English language. *Les*

parties aux présentes reconnaissent et confirment qu'elles ont convenu que la présente convention ainsi que tous les avis et documents qui s'y rattachent soient rédigés en langue anglaise.

- (l) Governing Law: 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 and the parties hereto irrevocably attorn to the jurisdiction of the courts of the Province of Ontario.
- (m) Counterparts: This Agreement may be executed in one or more counterparts which when taken together shall constitute one and the same agreement. Delivery of counterparts may be effected by facsimile transmission thereof.
- (n) Facsimile Copies: The Corporation shall be entitled to rely on a facsimile copy of an executed Agreement and acceptance by the Corporation of such facsimile subscription shall be legally effective to create a valid and binding agreement between the Subscriber and the Corporation in accordance with the terms thereof.
- (o) Valuable Consideration: The Subscriber, on its own behalf and, if applicable, on behalf of others for whom it is contracting hereunder, agrees that this subscription is made for valuable consideration and may not be withdrawn, cancelled, terminated or revoked by the Subscriber, on its own behalf and, if applicable, on behalf of others for whom it is contracting hereunder.

If the foregoing is in accordance with your understanding, please sign and return this Agreement together with the other required documents signifying your agreement to purchase the Purchased Securities.

EXECUTION PAGES

TO: TRI ORIGIN EXPLORATION LTD.

The undersigned hereby accepts the foregoing and agrees to be bound by the terms set forth herein and, without limitation, agrees that you may rely upon the covenants, representations and warranties of the undersigned contained herein.

DATED as of this _____ day of _____, 2019.

Number of Purchased Securities to be purchased at \$0.04:

Aggregate Offering Price:

CDN\$

Name (full legal name of Subscriber):

(Name)

Residential Address of Subscriber:

(Address)

(Address)

(tel. number)

(fax. number)

(Email address)

(Social Insurance Number)

By:

(signature)

(please print name)

(official capacity)

If you are signing this Agreement as agent for a beneficial purchaser and are not a trust company, trust corporation or portfolio manager deemed to be purchasing as principal under NI 45-106, please provide the following information for each beneficial purchaser:

(Name of beneficial purchaser)

(Residential address of beneficial purchaser)

(Telephone number of beneficial purchaser)

The above-mentioned subscription is hereby accepted by Tri Origin Exploration Ltd.

DATED as of this _____ day of _____, 2019.

TRI ORIGIN EXPLORATION LTD.

By: _____
Authorized Signing Officer

SCHEDULE A**TERM SHEET**

Issuer:	Tri Origin Exploration Ltd. (the “ Corporation ”).
Offering:	Treasury offering of up to 15,000,000 units of the Corporation (the “ Hard Dollar Units ”) and up to 5,000,000 flow-through units of the Corporation (“ Flow-Through Units ”) for aggregate gross proceeds of \$220,000 at the minimum and up to \$650,000 on a private placement basis. Each Hard Dollar Unit shall consist of one common share of the Corporation (the “ Common Share ”) and one Common Share purchase Warrant (a “ Warrant ”), with each Warrant exercisable into a Common Share at \$0.05 for 18 months following the issuance. Each Flow-Through Unit shall consist of one Common Share issued on a flow-through basis (a “ Flow-Through Share ”) and one Warrant. This subscription agreement is only for the portion of the Offering consisting of Flow-Through Units.
Offering Price:	CDN\$0.04 per Flow-Through Unit. CDN\$0.03 per Hard Dollar Unit.
Flow-Through Shares:	Each Flow-Through Share is to be issued on a flow-through basis. “Flow-through share” is defined in subsection 66(15) of the <i>Income Tax Act</i> (Canada) (the “ Tax Act ”). A subscription for Flow-Through Shares will entitle the holder to a renunciation of Canadian Exploration Expenses and to claim certain deductions in respect thereof for income tax purposes in the 2019 taxation year.
Reporting Issuer:	The Corporation is a reporting issuer under the securities legislation of the Provinces of Ontario, British Columbia and Alberta.
Hold Period:	Securities issued pursuant to the Offering shall be subject to a four-months and one day hold period commencing on the Closing Date (as defined below) under applicable Canadian securities laws.
Listing:	The Flow-Through Shares will be listed on the TSX Venture Exchange under the symbol “ TOE ”.
Finder’s Fee:	A finder fee may be paid to qualified finders in accordance with the requirements of the TSX Venture Exchange
Use of Proceeds:	Net proceeds from the Offering will be used for mineral exploration and drilling on the Company’s key gold projects in the Province of Ontario and for general working capital purposes. The Corporation will ensure that the proceeds received from sale of Flow-Through Shares will be used to incur expenses which qualify as Canadian Exploration Expenses for purposes of the <i>Income Tax Act</i> (Canada) and will renounce such expenses with an effective date of no later than December 31, 2020.
Approvals:	The Offering remains subject to the receipt of all applicable board and regulatory approvals, including without limitation, the approval of the TSX Venture Exchange.
Closing Date:	On or about December 13, 2019 (the “ Closing Date ”).

SCHEDULE B
REGISTRATION AND DELIVERY INSTRUCTIONS
ALL SUBSCRIBERS

1. Delivery: Please deliver the Purchased Securities to:

Name

Account Reference, if applicable

Contact name

Address, including postal code

Telephone number

2. Registration: The Purchased Securities which are to be delivered at Closing should be registered as follows:

Name

Account Reference, if applicable

Address, including postal code

Words and terms herein with the initial letter or letters thereof capitalized and defined in the Agreement shall have the meanings given to such capitalized words and terms in the Agreement.

SCHEDULE C

ALL SUBSCRIBERS

CERTIFICATE

TO: TRI ORIGIN EXPLORATION LTD.

In connection with the purchase of the Flow-Through Units (the “Purchased Securities”) of Tri Origin Exploration Ltd. (the “Corporation”), the undersigned hereby represents, warrants, covenants and certifies that:

I. ALL SUBSCRIBERS PURCHASING UNDER THE “ACCREDITED INVESTOR” EXEMPTION OR “AFFILIATE” EXEMPTION

- (i) the Purchaser (the undersigned or, if the undersigned is purchasing the Purchased Securities as agent on behalf of a disclosed beneficial purchaser, such beneficial purchaser being referred to herein as the “Purchaser”) is resident in the Province or territory of Canada or is subject to the securities laws of the Province or territory of Canada;
- (ii) the Purchaser is purchasing the Purchased Securities as principal or is deemed under National Instrument 45-106 - Prospectus and Registration Exemptions of the Canadian Securities Administrators (“NI 45-106”) to be purchasing the Purchased Securities as principal;
- (iii) the Purchaser is not a trust company or trust corporation registered under the laws of Prince Edward Island that is not registered or authorized under the Trust and Loan Companies Act (Canada) or under comparable legislation in another jurisdiction of Canada; and
- (iv) the Purchaser is (please initial or place a check-mark on the appropriate line below):
 - (a) _____ an “accredited investor” (as defined in NI 45-106 and in Section 73.3 of the *Securities Act* (Ontario)), by virtue of satisfying the indicated criterion as set out in Appendix C-1 to this certificate (YOU MUST ALSO INITIAL OR PLACE A CHECK-MARK ON THE APPROPRIATE LINE IN APPENDIX C-1 ATTACHED TO THIS CERTIFICATE); or
 - (b) _____ an “affiliate” within the meaning of NI 45-106 of the Corporation; or

II. ALL SUBSCRIBERS PURCHASING UNDER THE “FAMILY, FRIENDS AND BUSINESS ASSOCIATES” EXEMPTION

- (i) the Purchaser is resident in a province of Canada, or is subject to the securities laws of a province of Canada;
- (ii) the Purchaser is purchasing the Purchased securities as principal; and
- (iii) the Purchaser is (please initial or place a check-mark on the appropriate line below):
 - (a) _____ a director, “senior officer” or “control person” of the Corporation, or of an “affiliate” of the Corporation;
 - (b) _____ a “spouse”, parent, grandparent, brother, sister or child of _____ (name of person) a director, senior officer (in the case of the Province of New Brunswick, executive officer) or control person of the Corporation, or of an affiliate of the Corporation;
 - (c) _____ a parent, grandparent, brother, sister or child of the spouse of _____ (name of person) a director, senior officer (in the case of the Province of New Brunswick, executive officer) or control person of the Corporation, or of an affiliate of the Corporation;

- (d) _____ a close personal friend (by reason of the fact that you have directly known such individual well enough and for a sufficient period of time and in a sufficiently close relationship (where such relationship is direct and extends beyond being a relative or a member of the same organization, association or religious group or a client, customer or former client or customer or being a close personal friend of a close personal friend of such individual) to be in a position to assess the capabilities and the trustworthiness of such individual) of _____ (name of person) a director, executive officer or control person of the Corporation, or of an affiliate of the Corporation;
- (e) _____ a close business associate (by reason of the fact that you have had direct sufficient prior business dealings with such individual (where such relationship is direct and extends beyond being a client, customer or former client or customer or being a close business associate of a close business associate of such individual) to be in a position to assess the capabilities and trustworthiness of such individual) of _____ (name of person) a director, executive officer or control person of the Corporation, or of an affiliate of the Corporation;
- (f) _____ a “founder” of the Corporation or a spouse, parent, grandparent, brother, sister, child, close personal friend (by reason of the fact that you have directly known such individual well enough and for a sufficient period of time and in a sufficiently close relationship (where such relationship is direct and extends beyond being a relative or a member of the same organization, association or religious group or a client, customer or former client or customer or being a close personal friend of a close personal friend of such individual) to be in a position to assess the capabilities and the trustworthiness of such individual) or close business associate (by reason of the fact that you have had direct sufficient prior business dealings with such individual (where such relationship is direct and extends beyond being a client, customer or former client or customer or being a close business associate of a close business associate of such individual) to be in a position to assess the capabilities and trustworthiness of such individual) of _____ (name of person) a founder of the Corporation;
- (g) _____ a parent, grandparent, brother, sister or child of the spouse of _____ (name of person) a founder of the Corporation;
- (h) _____ a person or company of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, persons or companies described in subsections II(iii)(a) to II(iii)(g) above; or
- (i) _____ a trust or estate of which all of the beneficiaries or a majority of the trustees or executors are persons or companies described in subsections II(iii)(a) to II(iii)(g) above; and

(the terms in quotation marks in items (a), (b) and (f) above have the meanings set out in Appendix C-1 attached to this Schedule C).

- (iv) if the Purchaser is resident in or otherwise subject to the securities laws of the province of Ontario, the Purchaser has concurrently executed and delivered a risk acknowledgement in the form of Form 45-106F12 – *Risk Acknowledgement Form for Family, Friend and Business Associate Investors*, which shall be provided upon request to the Corporation.

The above representations and warranties will be true and correct both as of the execution of this certificate and as of the closing time of the purchase and sale of the Purchased Securities and acknowledges that they will survive the completion of the issue of the Purchased Securities.

The undersigned acknowledges that the foregoing representations and warranties are made by the undersigned with the intent that they be relied upon in determining the suitability of the Purchaser as a purchaser of the Purchased Securities and that this certificate is incorporated into and forms part of the Agreement and the undersigned undertakes to immediately notify the Corporation of any change in any statement or other information relating to the Purchaser set forth herein which takes place prior to the closing time of the purchase and sale of the Purchased Securities.

Dated: _____, 2019

Print name of Purchaser (or person signing as agent)

By: _____
Signature

Title

(please print name of individual whose signature appears above, if different from name of Purchaser or agent printed above)

**APPENDIX 1 TO SCHEDULE C
TO THE SUBSCRIPTION AGREEMENT OF TRI ORIGIN EXPLORATION LTD.**

NOTE: THE SUBSCRIBER MUST INITIAL BESIDE THE APPLICABLE PORTION OF THE DEFINITION BELOW AND COMPLETE EACH QUESTION WHICH FOLLOWS THE APPLICABLE PORTION OF THE DEFINITION.

Accredited Investor – (as defined in National Instrument 45-106, and in Ontario, as defined in Section 73.3 of the *Securities Act* (Ontario) as supplemented by the definition in National Instrument 45-106) includes:

<p>_____</p> <p>_____</p>	<p>(a.) except in Ontario, a Canadian financial institution, or a Schedule III bank,</p> <p>in Ontario, a financial institution described in paragraph 1, 2 or 3 of subsection 73.1 (1) of the <i>Securities Act</i> (Ontario),</p>
<p>_____</p> <p>_____</p>	<p>(b.) except in Ontario, the Business Development Bank of Canada incorporated under the <i>Business Development Bank of Canada Act</i> (Canada),</p> <p>(b.1) in Ontario, the Business Development Bank of Canada,</p>
<p>_____</p> <p>_____</p>	<p>(c.) except in Ontario, a subsidiary of any person referred to in paragraphs (a) or (b), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary,</p> <p>(c.1) in Ontario, a subsidiary of any person or company referred to in clause (a.1) or (b.1), if the person or company owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary,</p>
<p>_____</p> <p>_____</p>	<p>(d.) except in Ontario, a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer,</p> <p>(d.1) in Ontario, a person or company registered under the securities legislation of a province or territory of Canada as an adviser or dealer, except as otherwise prescribed by the regulations,</p> <p>Jurisdiction(s) registered: _____ Categories of registration: _____</p>
<p>_____</p> <p>_____</p>	<p>(e.) an individual registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (d),</p> <p>(e.1) an individual formerly registered under the securities legislation of a jurisdiction of Canada, other than an individual formerly registered solely as a representative of a limited market dealer under one or both of the <i>Securities Act</i> (Ontario) or the <i>Securities Act</i> (Newfoundland and Labrador),</p> <p>Name of person with whom Subscriber is or was registered:</p> <p>_____</p> <p>Jurisdiction(s) registered: _____ Categories of registration: _____</p>

<p>_____</p> <p>_____</p>	<p>(f.) except in Ontario, the Government of Canada or a jurisdiction of Canada, or any crown corporation, agency or wholly owned entity of the Government of Canada or a jurisdiction of Canada,</p> <p>(f.1) in Ontario, the Government of Canada, the government of a province or territory of Canada, or any Crown corporation, agency or wholly owned entity of the Government of Canada or of the government of a province or territory of Canada,</p>
<p>_____</p>	<p>(g.) a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l'île de Montréal or an inter-municipal management board in Québec,</p>
<p>_____</p>	<p>(h.) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government,</p>
<p>_____</p> <p>_____</p>	<p>(i.) except in Ontario, a pension fund that is regulated by the Office of the Superintendent of Financial Institutions (Canada), a pension commission or similar regulatory authority of a jurisdiction of Canada,</p> <p>(i.1) in Ontario, a pension fund that is regulated by either the Office of the Superintendent of Financial Institutions (Canada) or a pension commission or similar regulatory authority of a province or territory of Canada,</p> <p>Jurisdiction(s) registered: _____ Registration number(s): _____</p>
<p>_____</p> <p>_____</p>	<p>(j.) an individual who, either alone or with a spouse, beneficially owns financial assets having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds \$1,000,000, [If this is your applicable category, you must also complete Form 45-106F9 attached as Appendix 2 to this Schedule C]</p> <p>(j.1) an individual who beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$5,000,000,</p>
<p>_____</p>	<p>(k.) an individual whose net income before taxes exceeded \$200,000 in each of the 2 most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the 2 most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year, [If this is your applicable category, you must also complete Form 45-106F9 attached as Appendix 2 to this Schedule C]</p>
<p>_____</p>	<p>(l.) an individual who, either alone or with a spouse, has net assets of at least \$5,000,000, [If this is your applicable category, you must also complete Form 45-106F9 attached as Appendix 2 to this Schedule C]</p>
<p>_____</p>	<p>(m.) a person, other than an individual or investment fund, that has net assets of at least \$5,000,000 as shown on its most recently prepared financial statements,</p> <p>Type of entity: _____ Jurisdiction and date of formation: _____</p>

<p>_____</p>	<p>(n.) an investment fund that distributes or has distributed its securities only to:</p> <ul style="list-style-type: none"> (i) a person that is or was an accredited investor at the time of the distribution, (ii) a person that acquires or acquired securities in the circumstances referred to in sections 2.10 [Minimum amount investment], or 2.19 [Additional investment in investment funds], or (iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 [Investment fund reinvestment],
<p>_____</p>	<p>(o.) an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Québec, the securities regulatory authority, has issued a receipt,</p>
<p>_____</p>	<p>(p.) a trust company or trust corporation registered or authorized to carry on business under the <i>Trust and Loan Companies Act</i> (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be,</p> <p>Jurisdiction(s) registered: _____ Registration number(s): _____</p>
<p>_____</p>	<p>(q.) a person acting on behalf of a fully managed account managed by that person, if that person is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction,</p> <p>Jurisdiction(s) registered or authorized: _____</p> <p>Categories of registration: _____</p>
<p>_____</p>	<p>(r.) a registered charity under the <i>Income Tax Act</i> (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded,</p> <p>Registration number(s) assigned to subscriber: _____</p> <p>Name of eligibility advisor or registered advisor: _____</p> <p>Jurisdiction(s) registered: _____</p> <p>Categories of registration _____</p>
<p>_____</p>	<p>(s.) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (d) paragraph (i) [and in Ontario, paragraphs (a.1) to (d.1) or paragraph (i.1)] in form and function,</p> <p>Jurisdiction organized: _____ Type of entity _____</p>

<p>_____</p>	<p>(t.) a person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors [If this is your applicable category, each owner of interest must individually complete and submit to the Corporation its own copy of this Accredited Investor Certificate],</p> <p>Name(s) of owners of interest: _____</p> <p>Type of entity (if applicable): _____</p> <p>Categories of accredited investor: _____</p>
<p>_____</p>	<p>(u.) an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser,</p> <p>Name of advisor: _____ Jurisdiction(s) registered: _____</p> <p>Categories of registration: _____ Basis of exemption: _____</p>
<p>_____</p> <p>_____</p>	<p>(v.) a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as an accredited investor,</p> <p>(v.1) in Ontario, a person or company that is recognized or designated by the Commission as an accredited investor,</p> <p>Jurisdiction(s) recognized or designated _____</p>
<p>_____</p>	<p>(w.) a trust established by an accredited investor for the benefit of the accredited investor’s family members of which a majority of the trustees are accredited investors and all of the beneficiaries are the accredited investor’s spouse, a former spouse of the accredited investor or a parent, grandparent, brother, sister, child or grandchild of that accredited investor, of that accredited investor’s spouse or of that accredited investor’s former spouse.</p> <p>Name(s) of settlor: _____</p> <p>Name(s) of trustees: _____</p> <p>Categories of accredited investor: _____</p> <p>Categories of beneficiaries: _____</p>

For the purposes hereof:

- (a) **“Canadian financial institution”** means:
- (i) an association governed by the *Cooperative Credit Associations Act* (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of the *Cooperative Credit Associations Act* (Canada); or
 - (ii) a bank, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative, or league that, in each case, is authorized by an enactment of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction of Canada;
- (b) **“control person”** has the meaning ascribed to that term in securities legislation except in Manitoba, Ontario, Quebec, Nova Scotia, Newfoundland and Labrador, Prince Edward Island, the Northwest Territories and Nunavut where **“control person”** means any person that holds or is one of a combination of persons that hold:
- (i) a sufficient number of any of the securities of an issuer so as to affect materially the control of the issuer; or
 - (ii) more than 20% of the outstanding voting securities of an issuer except where there is evidence showing that the holding of those securities does not affect materially the control of that issuer;
- (c) **“director”** means:
- (i) a member of the board of directors of a company or an individual who performs similar functions for a company; and
 - (ii) with respect to a person that is not a company, an individual who performs functions similar to those of a director of a company;
- (d) **“eligibility adviser”** means:
- (i) a person that is registered as an investment dealer or in an equivalent category of registration under the securities legislation of the jurisdiction of a Subscriber and authorized to give advice with respect to the type of security being distributed; and
 - (ii) in Saskatchewan or Manitoba, also means a lawyer who is a practicing member in good standing with a law society of a jurisdiction of Canada or a public accountant who is a member in good standing of an institute or association of chartered accountants, certified general accountants or certified management accountants in a jurisdiction of Canada provided that the lawyer or public accountant must not:
 - (A) have a professional, business or personal relationship with the issuer, or any of its directors, executive officers, founders or control persons; and
 - (B) have acted for or been retained personally or otherwise as an employee, executive officer, director, associate or partner of a person that has acted for or been retained by the issuer or any of its directors, executive officers, founders or control persons within the previous 12 months;
- (e) **“executive officer”** means, for an issuer, an individual who is:

- (i) a chair, vice-chair or president;
 - (ii) a vice-president in charge of a principal business unit, division or function including sales, finance or production;
 - (iii) an officer of the issuer or any of its subsidiaries and who performs a policy-making function in respect of the issuer; or
 - (iv) performing a policy-making function in respect of the issuer;
- (f) “**financial assets**” means (i) cash, (ii) securities or (iii) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation. These financial assets are generally liquid or relatively easy to liquidate. The value of a purchaser’s personal residence would not be included in a calculation of financial assets;
- (g) “**financial statements**” for the purposes of paragraph (m) of the “**accredited investor**” definition must be prepared in accordance with generally accepted accounting principles;
- (h) “**founder**” means, in respect of an issuer, a person who:
- (i) acting alone, in conjunction or in concert with one or more persons, directly or indirectly, takes the initiative in founding, organizing or substantially reorganizing the business of the issuer; and
 - (ii) at the time of the trade is actively involved in the business of the issuer;
- (i) “**fully managed account**” means an account of a client for which a person makes the investment decisions if that person has full discretion to trade in securities for the account without requiring the client’s express consent to a transaction;
- (j) “**investment fund**” has the meaning ascribed thereto in National Instrument 81-106 - Investment Fund Continuous Disclosure;
- (k) “**person**” includes:
- (i) an individual;
 - (ii) a corporation;
 - (iii) a partnership, trust, fund and association, syndicate, organization or other organized group of persons, whether incorporated or not; and
 - (iv) an individual or other person in that person’s capacity as a trustee, executor, administrator or personal or other legal representative;
- (l) “**person**” in Ontario means an individual, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, trustee, executor, administrator or other legal representative;
- (m) “**net assets**” means all of the purchaser’s total assets minus all of the purchaser’s total liabilities. Accordingly, for the purposes of the net asset test, the calculation of total assets would include the value of a purchaser’s personal residence and the calculation of total liabilities would include the amount of any liability (such as a mortgage) in respect of the purchaser’s personal residence. To calculate a purchaser’s net assets under the “**accredited investor**” definition, subtract the

purchaser's total liabilities from the purchaser's total assets (including real estate). The value attributed to assets should reasonably reflect their estimated fair value. Income tax should be considered a liability if the obligation to pay it is outstanding at the time of the distribution of the security;

- (n) **“related liabilities”** means:
 - (i) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets; or
 - (ii) liabilities that are secured by financial assets;
- (o) **“Schedule III bank”** means an authorized foreign bank named in Schedule III of the *Bank Act* (Canada);
- (p) **“spouse”** means an individual who:
 - (i) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada), from the other individual;
 - (ii) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender; or
 - (iii) in Alberta, is an individual referred to in paragraph (i) or (ii) immediately above or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta); and
- (q) **“subsidiary”** means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary.

All monetary references are in Canadian Dollars

**APPENDIX 2 TO SCHEDULE C
TO THE SUBSCRIPTION AGREEMENT OF TRI ORIGIN EXPLORATION LTD.**

FORM 45-106F9 - FORM FOR INDIVIDUAL ACCREDITED INVESTORS

WARNING!
This investment is risky. Don't invest unless you can afford to lose all the money you pay for this investment.

1. About your investment	
Type of securities: Flow-Through Units	Issuer: Tri Origin Exploration Ltd.
<u>SECTIONS 2 TO 4 TO BE COMPLETED BY THE SUBSCRIBER</u>	
2. Risk acknowledgement	
This investment is risky. Initial that you understand that:	Your Initials
Risk of loss – You could lose your entire investment of \$_____	
Liquidity risk – You may not be able to sell your investment quickly – or at all.	
Lack of information – You may receive little or no information about your investment.	
Lack of advice – You may not receive advice from the salesperson about whether this investment is suitable for you unless the salesperson is registered. The salesperson is the person who meets with, or provides information to, you about making this investment. To check whether the salesperson is registered, go to www.aretheyregistered.ca .	
3. Accredited Investor Status	
You must meet at least one of the following criteria to be able to make this investment. Initial the statement that applies to you. (You may initial more than one statement.) The person identified in section 6 is responsible for ensuring that you meet the definition of accredited investor. That person, or the salesperson identified in section 5, can help you if you have questions about whether you meet these criteria.	Your Initials
<ul style="list-style-type: none"> • Your net income before taxes was more than \$200,000 in each of the 2 most recent calendar years, and you expect it to be more than \$200,000 in the current calendar year. (You can find your net income before taxes on your personal income tax return.) 	
<ul style="list-style-type: none"> • Your net income before taxes combined with your spouse's was more than \$300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than \$300,000 in the current calendar year. 	
<ul style="list-style-type: none"> • Either alone or with your spouse, you own more than \$1 million in cash and securities, after subtracting any debt related to the case and securities. 	
<ul style="list-style-type: none"> • Either alone or with your spouse, you may have net assets worth more than \$5 million. (Your net assets are your total assets (including real estate) minus your total debt.) 	

4. Your name and signature	
By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form.	
First and last name (please print):	
Signature:	Date:
<u>SECTION 5 TO BE COMPLETED BY SALESPERSON</u>	
5. Salesperson information	
<i>[Instruction: The salesperson is the person who meets with, or provides information to, the purchaser with respect to making this investment. That could include a representative of the issuer or selling security holder, a registrant or a person who is exempt from the registration requirement.]</i>	
First and last name of salesperson (please print):	
Telephone:	Email:
Name of firm (if registered):	
6. For more information about this investment, please contact:	
<p><i>TRI ORIGIN EXPLORATION LTD. 125 Don Hillock Drive, Unit 18 Aurora, Ontario LAG 0H8 Dr. Robert Valliant explore@triorigin.com Tel: 905-727-1779</i></p> <p>For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca</p>	

All monetary references are in Canadian Dollars

SCHEDULE D

EXISTING SECURITY HOLDER CERTIFICATE (FOR PURCHASERS RESIDENT IN CANADA, OTHER THAN NEWFOUNDLAND AND LABRADOR)

TO: TRI ORIGIN EXPLORATION LTD (the "Issuer")

All capitalized words used in this Existing Security Holder Certificate not defined in this Schedule D will have the meaning ascribed to them in the Subscription Agreement to which this Existing Security Holder Certificate is attached.

In connection with the purchase by the undersigned Subscriber of the Flow-Through Units, the Subscriber represents, warrants, covenants and certifies to the Corporation that the Subscriber is resident in [print name of province or territory of residence in Canada] and is purchasing the Flow-Through Units for its own account, in reliance upon the Existing Security Holder Exemption by virtue of the Subscriber being an existing security holder of the Issuer resident in a Canada (excluding Newfoundland and Labrador) and holding at least one Common Share in the capital stock of the Corporation, which the Subscriber acquired on a date that occurred before the Record Date, and that the Subscriber will continue to hold at least one Common Share of the Issuer on the Closing Date, that:

The Subscriber further represents, warrants, covenants and certifies to the Issuer that the Subscriber
Please initial beside the appropriate line

(a) is a person that has obtained advice regarding the suitability of the investment being made under the Subscription Agreement and, if the Subscriber is resident in a jurisdiction of Canada, that advice has been obtained from [print name of advisor], a person that is registered as an investment dealer in the jurisdiction with [print name of advisor's firm];

** Subscribers for Flow-Through Units that have obtained advice regarding the suitability of the investment being made under the Subscription Agreement from an investment dealer are not limited to the investment limit of \$15,000 per investor in any 12 month period **

- OR -

(b) the aggregate acquisition cost to the Subscriber for the Flow-Through Shares purchased under the Existing Security Holder Exemption, when combined with the acquisition cost to the Subscriber for the purchase of any other security from the Corporation under the Existing Security Holder Exemption in the last 12 months, does not exceed \$15,000 in aggregate.

Dated at _____, this _____ day of _____, 2019.

If a corporation, partnership or other entity:

If an individual:

Name of Entity

Signature

Type of Entity

Print or Type Name

Signature of Person Signing

Print Name and Title of Person Signing

SCHEDULE E
INFORMATION SHEET
ALL SUBSCRIBERS

Information to be completed by the Subscriber:

Present Ownership of Securities

The Subscriber either [check appropriate box]:

- does not own directly or indirectly, or exercises control or direction over, any Common Shares or securities convertible into Common Shares; or
- (i) owns directly or indirectly, or exercises control or direction over _____ outstanding Common Shares; and
- (ii) owns directly or indirectly, or exercises control or direction over convertible securities entitling the Subscriber to acquire an additional _____ Common Shares.

Insider Status

The Subscriber [check appropriate box]:

- is an "Insider" of the Corporation (as defined in the policies of the Stock Exchange) who is:
- (a) a director or senior officer of the Corporation;
- (b) a director or senior officer of a company that is itself an insider or subsidiary of the Corporation; or
- (c) a person that beneficially owns or controls, directly or indirectly voting shares of the Corporation carrying more than 10% of the voting rights attached to all the Corporation's outstanding voting shares;
or
- is not an Insider of the Corporation.



SCHEDULE F

FORM 4C

CORPORATE PLACEE REGISTRATION FORM

This Form will remain on file with the Exchange and must be completed if required under section 4(b) of Part II of Form 4B. The corporation, trust, portfolio manager or other entity (the "Placee") need only file it on one time basis, and it will be referenced for all subsequent Private Placements in which it participates. If any of the information provided in this Form changes, the Placee must notify the Exchange prior to participating in further placements with Exchange listed Issuers. If as a result of the Private Placement, the Placee becomes an Insider of the Issuer, Insiders of the Placee are reminded that they must file a Personal Information Form (2A) or, if applicable, Declarations, with the Exchange.

1. Placee Information:
 - (a) Name: _____
 - (b) Complete Address: _____
 - (c) Jurisdiction of Incorporation or Creation: _____

2.
 - (a) Is the Placee purchasing securities as a portfolio manager: (Yes/No)? _____
 - (b) Is the Placee carrying on business as a portfolio manager outside of Canada: (Yes/No)? _____

3. If the answer to 2(b) above was "Yes", the undersigned certifies that:
 - (a) it is purchasing securities of an Issuer on behalf of managed accounts for which it is making the investment decision to purchase the securities and has full discretion to purchase or sell securities for such accounts without requiring the client's express consent to a transaction;
 - (b) it carries on the business of managing the investment portfolios of clients through discretionary authority granted by those clients (a "portfolio manager" business) in _____ [jurisdiction], and it is permitted by law to carry on a portfolio manager business in that jurisdiction;
 - (c) it was not created solely or primarily for the purpose of purchasing securities of the Issuer;
 - (d) the total asset value of the investment portfolios it manages on behalf of clients is not less than \$20,000,000; and
 - (e) it has no reasonable grounds to believe, that any of the directors, senior officers and other insiders of the Issuer, and the persons that carry on investor relations activities for the Issuer has a beneficial interest in any of the managed accounts for which it is purchasing.

4. If the answer to 2(a). above was “No”, please provide the names and addresses of Control Persons of the Placee:

Name *	City	Province or State	Country

* If the Control Person is not an individual, provide the name of the individual that makes the investment decisions on behalf of the Control Person.

5. Acknowledgement - Personal Information and Securities Laws

(a) “Personal Information” means any information about an identifiable individual, and includes information contained in sections 1, 2 and 4, as applicable, of this Form.

The undersigned hereby acknowledges and agrees that it has obtained the express written consent of each individual to:

- (i) the disclosure of Personal Information by the undersigned to the Exchange (as defined in Appendix 6B) pursuant to this Form; and
- (ii) 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.

(b) The undersigned acknowledges that it is bound by the provisions of applicable Securities Law, including provisions concerning the filing of insider reports and reports of acquisitions.

Dated and certified (if applicable), acknowledged and agreed, at _____ on _____ 2019.

(Name of Purchaser - please print)

(Authorized Signature)

(Official Capacity - please print)

(Please print name of individual whose signature appears above)

SCHEDULE G



INSTRUCTIONS FOR WIRE TRANSFERS TO
CANADIAN IMPERIAL BANK OF COMMERCE

CANADA

Mandatory party information and format:

Beneficiary's Bank (BBK)
SWIFT CODE

//CC001000902 *
CIBCCATT
CANADIAN IMPERIAL BANK OF COMMERCE
1 Queen St East, Toronto, Ontario
CANADA M5C 2W5

Beneficiary Customer (BNF)

/Transit 00902 ACCOUNT NUMBER 6744516
Peterson McVicar LLP (Trust account)
902-18 King Street East
Toronto, Ontario
CANADA M5C 1C4

* //CC = Canadian Clearing Code

0010 = Institution number for CIBC

NNNN = 5 digit Branch Transit

For Bank use only

Pay direct to **CIBCCATT** and provide cover or pay through the following correspondents:

USD	PNBPUS3NNYC ABA 026005092
AUD	WPACAU2S
CHF	UBSWCHZH80A
DKK	DABADKKK
EUR	SOGEFRPP
GBP	BARCGB22
HKD	HASEHKHH
JPY	MHCBJPJT
NOK	NDEANOKK
SEK	DABASESX