

**SUBSCRIPTION AGREEMENT
(FOR CANADIAN AND FOR NON-U.S. RESIDENTS)
SUBSCRIPTION FOR FLOW-THROUGH UNITS
(FLOW-THROUGH SHARE AND ONE COMMON SHARE PURCHASE WARRANT)
OF GTA RESOURCES AND MINING INC.**

INSTRUCTIONS

IMPORTANT

The following items in this Subscription Agreement have been completed and executed (please check or initial each applicable box):

All Subscribers Start Here:

Complete the requested information on pages 1 and 2 of the Subscription Agreement. **THEN**

IF YOU WERE AN EXISTING SHAREHOLDER ON THE RECORD DATE, YOU ARE FINISHED. PLEASE CONTACT MR. BRIAN CRAWFORD TO DELIVER THIS FORM WITH YOUR SUBSCRIPTION CHEQUE, AS INSTRUCTED BELOW.

IF YOU WERE NOT AN EXISTING SHAREHOLDER ON THE RECORD DATE, THEN....

If You Are a Canadian Accredited Investor:

Complete and sign the **Accredited Investor Questionnaire – Schedule B and Schedule E**, if applicable

If You Are a Family, Friends and Business Associate:

Complete and sign the **Family, Friends and Business Associates Certificate – Schedule C** if you are a resident of a Canadian province other than Saskatchewan and:

- (a) you are not an accredited investor; but
- (b) you are a close friend, relative or business associate of a director, executive officer or control person of the Issuer.

If You Are an Offshore Subscriber:

Complete and sign **Schedule B and Schedule D** for jurisdictions other than Canada and the United States and **Schedule E**, if applicable.

A completed and originally executed copy of, and the other documents required to be delivered with, this subscription agreement must be delivered, by no later than **4:00 p.m.** (Eastern Standard Time) on October 15, 2017 to the following address:

**GTA Resources and Mining Inc.
855 Brant Street, Burlington, Ontario L7R 2J6**

Attention: Brian Crawford
Tel: 905.681-1985
Fax: 905.681.3648
Email: bcrawford@gtaresources.com

Subscription agreements will be countersigned by GTA and returned to you.

All subscription cheques (must be certified), wire transfers and/or money orders must be made payable to “GTA Resources and Mining Inc.” Wire transfers in Canadian funds may be made as follows:

TD Canada Trust
510 Brant Street
Burlington, ON

Bank#: 004
Transit#: 0080
Account Number: 5210356
Swift #: TDOMCATT (from outside Canada only)

Registration Information:

(Name)

(Account Reference, if applicable)

Delivery Instructions as set forth below:

(Name)

(Account Reference, if applicable)

(Address)

(Contact Name)

(Telephone Number)

1. Is the Subscriber an Insider of the Issuer as defined in the *Securities Act* (Ontario)

Yes No

2. Is the Subscriber a "Related Person" as defined in the policies of the TSX Venture Exchange

Yes No

3. Is the Subscriber an Registrant of the Issuer as defined in the *Securities Act* (British Columbia)

Yes No

4(a). Was the Subscriber an Existing Shareholder on the Record Date? If so, then the Number and kind of Securities of the Issuer held directly or indirectly by the Subscriber on the Record Date:

4(b). If yes to 4(a) above, has the Subscriber attached a Suitability Letter from a Registrant? If no Suitability Letter attached, then Subscriber is limited to subscribe for no more than \$15,000.00 of Flow-Through Units.

5. Number and kind of Securities of the Issuer held as of today, directly or indirectly, if any:

TERMS AND CONDITIONS OF SUBSCRIPTION FOR FLOW-THROUGH SHARES OF GTA RESOURCES AND MINING INC.

1. **Offering.** The Subscriber acknowledges that the Flow-Through Shares and Warrants comprising the Flow-Through Units to be purchased by the Subscriber at a price of **\$0.05** per Flow-Through Unit ("**Offering**").
2. **Definitions.** In this Subscription Agreement:
 - (a) "**Affiliate**" means with respect to another issuer, an issuer if one of them is the subsidiary of the other, or each of them is controlled by the same person;
 - (b) "**Business Day**" means a day other than a Saturday, Sunday or any other day on which the principal chartered banks located in Ottawa, Ontario are not open for business;
 - (c) "**Canadian Exploration Expense**" or "**CEE**" means an expense described in paragraph (f) of 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" for the purposes of paragraph 66(12.6)(b) of the Tax Act or the cost of acquiring or obtaining the use of seismic data described in paragraph 66(12.6)(b.1) of the Tax Act or any expenses for prepaid services or rent that do not qualify as outlays and expenses for the period as described in the definition of the term "expense" in subsection 66(15) of the Tax Act;
 - (d) "**Closing**" means the completion of the issue and sale by the Corporation and the purchase by the Subscribers of the Flow-Through Units, in the form of this Subscription Agreement, completed by Subscribers;
 - (e) "**Closing Date**" means October 15, 2017 or such other date as the Corporation and the Subscriber may agree;
 - (f) "**Closing Time**" means 10:00 a.m. (Toronto time) on the Closing Date or such other time as the Corporation and the Subscriber may agree;
 - (g) "**Commitment Amount**" means the amount paid by the Subscriber for the Flow-Through Units;
 - (h) "**Common Shares**" means the common shares in the capital of the Corporation;
 - (i) "**Corporation**" means GTA Resources and Mining Inc.;
 - (j) "**CRA**" means the Canada Revenue Agency;
 - (k) "**Designated Provinces**" means British Columbia, Alberta, and Ontario and such other provinces or territories in Canada as the Corporation and the Subscriber may agree;
 - (l) "**Distribution**" and "**Insider**" have the respective meanings ascribed to them in the *Securities Act* (Ontario);
 - (m) "**Dollar**" or "**\$**" means a dollar of lawful money of Canada;
 - (n) "**Eligible Provincial Exploration Expenditures**" means the amount of an individual's eligible exploration expenditures within the meaning of the appropriate provincial Tax Acts for the purposes of any individual who is or becomes qualified to claim a focussed flow-through share tax credit pursuant to the applicable provincial Tax Act in respect of his or her tax otherwise payable thereunder, by reason of any such expenditures that are incurred by a "mining exploration company" within the meaning of the applicable provincial Tax Act(s), for the purpose of determining the existence, location, extent or quality of a mineral resource in Ontario, British Columbia or Alberta;

- (o) **"Flow-Through Mining Expenditure"** means a "flow-through mining expenditure" as defined in subsection 127(9) of the Tax Act;
- (p) **"Flow-Through Shares"** means "flow-through shares" as defined in subsection 66(15) of the Tax Act;
- (q) **"Form for Individual Accredited Investors"** means the Form for Individual Accredited Investors in the form attached hereto as Appendix I to Schedule A which is required to be completed by a Subscriber who is purchasing securities as an "accredited investor" pursuant to NI 45-106;
- (r) **"Information"** means all information regarding the Corporation that is, or becomes, publicly filed on SEDAR including, but not limited to, all press releases, material change reports and financial statements of the Corporation;
- (s) **"NI 45-102"** means National Instrument 45-102 *Resale of Securities* of the Canadian Securities Administrators and **"NI 45-106"** means National Instrument 45-106 *Prospectus Exemptions* of the Canadian Securities Administrators;
- (t) **"Person"** includes an individual, a corporation, a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not and an individual or other person in that person's capacity as a trustee, executor, administrator or personal or other legal representative;
- (u) **"Prescribed Forms"** means the forms prescribed from time to time under subsection 66(12.7) of the Tax Act and under any other applicable provincial legislation filed or to be filed by the Corporation within the prescribed times renouncing to the Subscriber the Resource Expenses incurred pursuant to this Agreement and all parts or copies of such forms required by CRA, the Tax Act and any applicable provincial legislation to be delivered to the Subscriber;
- (v) **"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;
- (w) **"Record Date"** means August 30, 2017;
- (x) **"Resource Expenses"** means an expense which is a CEE 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 subsections 66(12.6) and 66 (12.66) of the Tax Act with an effective date not later than **December 31, 2017** and in respect of which, but for the renunciation, the Corporation would be entitled to a deduction from income for income tax purposes, and on the date they are incurred are a Flow-Through Mining Expenditure;
- (y) **"Securities Commissions"** means, collectively, the securities commission or other securities regulatory authority in each of the Designated Provinces;
- (z) **"Securities Laws"** means, collectively, the applicable securities laws of each of the Designated Provinces and the respective regulations and rules made and forms prescribed thereunder together with all applicable published policy statements, blanket orders, rulings and notices of the Securities Commissions;
- (aa) **"SEDAR"** means the System for Electronic Document Analysis and Retrieval;
- (bb) **"Subscriber"** means a subscriber for Flow-Through Units and "Subscribers" means all subscribers for the Flow-Through Units including the Subscriber;
- (cc) **"Subscription Amount"** means the aggregate subscription amount for Flow-Through Units as more particularly set forth on the face page hereof, subscribed for and paid for pursuant to this Subscription Agreement;
- (dd) **"Tax Act"** means the *Income Tax Act* (Canada) as amended, re-enacted or replaced from time to time;

- (ee) **"Termination Date"** means **December 31, 2018**;
 - (ff) **"TSXV"** means the TSX Venture Exchange; and
 - (gg) **"Units"** means one (1) flow-through share together with one common share purchase warrant subscribed to by a subscriber pursuant to a subscription agreement for Units.
 - (hh) **"Warrant Certificates"** means the certificates representing the Warrants;
 - (ii) **"Warrant Share"** means the Common Share issuable upon exercise of the Warrants; and
 - (jj) **"Warrants"** means the Common Share purchase warrants of the Corporation, each whole Warrant entitling the holder to acquire one Warrant Share at an exercise price of \$0.06 per share for a period of 12 months from the Closing Date.
 - (kk) **"Warrant Expiry Date"** means the date twelve (12) months following the Closing Date.
3. **Delivery and Payment.** The Subscriber agrees that the following documents shall be delivered to GTA Resources and Mining Inc., not later than 4:00 p.m. (Toronto time) on the day that is not less than two (2) Business Days prior to the Closing Date or such other date or place as the Corporation may advise:
- (a) a completed and duly signed copy of this Subscription Agreement;
 - (b) a completed Accredited Investor Status Certificate attached hereto as Schedule A;
 - (c) two (2) completed and duly signed copy of the Form for Individual Accredited Investors attached hereto as Schedule A if the Subscriber is an individual purchasing Flow-Through Units as an "accredited investor" (as such term is defined in NI 45-106);
 - (d) if applicable, a duly completed Form 4C – Corporate Placee Form attached hereto as Schedule C;
 - (e) any other documents required by applicable Securities Laws which the Corporation requests; and
 - (f) a certified cheque, wire transfer or bank draft made payable in same day freely transferable Canadian dollars to GTA Resources and Mining Inc., representing the aggregate Subscription Amount payable by the Subscriber for the Subscriber's Flow-Through Units, or such other method of payment against delivery of the Flow-Through Units as GTA Resources and Mining Inc. may accept.

The Subscriber acknowledges and agrees that such documents, when executed and delivered by the Subscriber, will form part of and will be incorporated into this Subscription Agreement with the same effect as if each constituted a representation and warranty or covenant of the Subscriber hereunder in favour of the Corporation. The Subscriber consents to the filing of such documents or information derived therefrom as may be required to be filed with any securities regulatory authority in connection with the transactions contemplated hereby. The Subscriber acknowledges and agrees that this Subscription Agreement, the Subscription Amount and any other documents delivered in connection herewith will be held by GTA Resources and Mining Inc. until such time as the Closing conditions referred to herein are satisfied by the Corporation.

4. **Closing.** The transactions contemplated hereby will be completed at the Closing at the offices of GTA Resources and Mining Inc.

The Subscriber acknowledges that the Flow-Through Units subscribed for by the Subscriber will be available for delivery to it at the Closing against payment of the Subscription Amount thereof.

The Subscriber acknowledges and agrees that the subscription for Flow-Through Units contemplated by this Subscription Agreement is subject to compliance with all relevant Securities Laws and that the Corporation may decline to complete this subscription if the Corporation believes that its acceptance of the subscription would be unlawful or in contravention of the rules and policies of the applicable securities regulatory authorities or would result in an unlawful issuance or sale of securities or in its sole discretion. If any portion of this subscription is rejected

or not completed, the Corporation will promptly return any funds delivered to the Corporation by the Subscriber as payment for the unused Subscription Amount without deduction or interest.

The Subscriber will take up, purchase and pay for the Flow-Through Units at the Closing upon acceptance of this offer by the Corporation and the satisfaction by the Corporation of the conditions referred to in section 8 below.

5. **Representations, Warranties and Covenants of the Corporation.** By accepting this Subscription Agreement, the Corporation represents and warrants to the Subscriber as follows:
- (a) the Corporation has been duly incorporated and is existing and in good standing under the *Ontario Business Corporations Act* and has all requisite corporate power and capacity to enter into, and carry out its obligations under, this Subscription Agreement;
 - (b) on the Closing Date, the Corporation will have taken all corporate steps and proceedings necessary to approve the transactions contemplated hereby, including the execution and delivery of this Subscription Agreement;
 - (c) on the Closing Date, the Corporation will be and will have been a reporting issuer in a jurisdiction of Canada for the four months immediately preceding such date and is not included on the list of defaulting reporting issuers maintained by the securities commissions in those Designated Provinces. The Flow-Through Units will not be subject to a restricted period or statutory hold period under the Securities Laws of the Designated Provinces or to any resale restriction under the policies of the TSXV which extends beyond four months and one day;
 - (d) no order ceasing or suspending trading in the securities of the Corporation nor prohibiting the sale of such securities has been issued to the Corporation and, to the best of the knowledge of the Corporation, no investigations or proceedings for such purposes are pending or threatened and no order ceasing or suspending trading in the securities of the Corporation nor prohibiting sale of such securities has been issued to the Corporation's directors, officers or promoters;
 - (e) the Corporation has full corporate power and authority to undertake the Offering and to issue the Flow-Through Units;
 - (f) at the Closing Time, the Flow-Through Units will be duly and validly created, authorized and issued as fully paid and non-assessable Common Shares of the Corporation;
 - (g) the Corporation has complied, or will comply, with all applicable corporate and Securities Laws and regulations in connection with the offer, sale and issuance of the Flow-Through Units;
 - (h) the issuance and sale of the Flow-Through Units by the Corporation does not and will not conflict with and does not and will not result in a breach of any of the terms, conditions or provisions of its constituting documents or any agreement or instrument to which the Corporation is a party;
 - (i) the Corporation has not received notice from any applicable regulatory authority that it is in default of any applicable Securities Laws material to the Subscriber;
 - (j) this Subscription Agreement has been authorized, executed and delivered by the Corporation and constitutes a valid and legally binding obligation of the Corporation enforceable against the Corporation in accordance with its terms and upon being executed and delivered the Flow-Through Units Certificates will constitute a valid and legally binding obligation of the Corporation enforceable against the Corporation in accordance with the terms thereof;
 - (k) At or prior to the Closing Time, the Corporation shall have obtained: (i) all required consents and approvals in connection with the offering, including acceptance from the TSXV, and (ii) conditional approval of the TSXV for the listing of the Common Shares forming part of the Flow-Through Units;

- (l) there are no actions, suits, judgments, investigations, or proceedings of any kind whatsoever outstanding, pending or threatened against or affecting the Corporation, at law or in equity or before or by any federal, provincial, state, municipality or other governmental department, commission, board, bureau or agency of any kind whatsoever, in any jurisdiction which could materially adversely affect the business or financial condition of the Corporation and, to the best of the Corporation's knowledge, there is no basis therefore; and
- (m) the Corporation owns all of the properties and assets that it purports to own in the Information. Except as otherwise disclosed, all agreements by which the Corporation holds an interest in a property or asset are in good standing in all material respects in accordance with their terms.

6. **Additional Representations and Warranties.** By accepting this Subscription Agreement, the Corporation represents and warrants to the Subscriber as follows:

- (a) Upon issue, the Flow-Through Units will be "flow-through shares" as defined in subsection 66(15) of the Tax Act and will not be "prescribed shares" within the meaning of section 6202.1 of the regulations to the Tax Act (either as section 6202.1 currently reads or as it is proposed to be amended). The Corporation does not have and will not have prior to the Termination Date a Prescribed Relationship with the Subscriber and, if the Subscriber is a partnership, any partner or limited partner of the partnership.
- (b) The Corporation is a "principal-business corporation" as defined in subsection 66(15) of the Tax Act and will continue to be a "principal-business corporation" until such time as all of the Resource Expenses required to be renounced under this Subscription Agreement have been incurred and validly renounced pursuant to the Tax Act.
- (c) The Corporation has no reason to believe that it will be unable to incur, on or after the Closing Date and on or before the Termination Date or that it will be unable to renounce to the Subscriber effective on or before **December 31, 2017**, Resource Expenses in an aggregate amount equal to the Commitment Amount and the Corporation has no reason to expect any reduction of such amount by virtue of subsection 66(12.73) of the Tax Act.
- (d) At the Closing, every consent, approval, authorization or order that is required for the transactions herein contemplated to occur at the Closing will have been obtained and will be in effect.
- (e) The issued and outstanding Common Shares of the Corporation are listed and posted for trading on the Exchange.
- (f) The Corporation has full corporate power and authority to enter into this Agreement and to do all acts and things and execute and deliver all documents as are required hereunder and thereunder to be done, observed, performed or executed and delivered by it in accordance with the terms hereof and thereof and the Corporation will have taken, by the relevant Closing Date, all necessary corporate action to authorize the execution, delivery and performance of this Subscription Agreement and to observe and perform the provisions of this Subscription Agreement in accordance with the provisions hereof and thereof including, without limitation, the issue of the Flow-Through Units to the Subscriber (or disclosed principal, as applicable) for the consideration and upon the terms and conditions set forth herein.
- (g) 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 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 the operations thereof. The Corporation has complied, or will comply, with all applicable corporate and securities laws and regulations in connection with the offer, sale and issuance of the Flow-Through Units.

- (h) Except as disclosed in the Information, the Corporation does not owe any amount to, nor has the Corporation any present loans to, or borrowed any amount from or is otherwise indebted to, any officer, director, employee or securityholder thereof or any Person not dealing at "arm's length" (as such term is defined in the *Income Tax Act* (Canada)) with any of them except for usual employee reimbursements and compensation paid in the ordinary and normal course of the business of the Corporation. Except as disclosed in the Information and except for usual employee or consulting arrangements made in the ordinary and normal course of business, the Corporation is not a party to any contract, agreement or understanding with any officer, director, employee or securityholder thereof or any other Person not dealing at arm's length with the Corporation. No officer, director or employee of the Corporation and no Person which is an affiliate or associate of any of the foregoing Persons, owns, directly or indirectly, any interest (except for shares representing less than 5% of the outstanding shares of any class or series of any publicly traded company) in, or is an officer, director, employee or consultant of, any Person which is, or is engaged in, a business competitive with the business of the Corporation which could materially adversely impact on the ability to properly perform the services to be performed by such Person for the Corporation. No officer, director, employee or securityholder of the Corporation has any cause of action or other claim whatsoever against, or owes any amount to, the Corporation except for claims in the ordinary and normal course of the business of the Corporation such as for accrued vacation pay or other amounts or matters which would not be material to the Corporation.
- (i) Other than as disclosed in the Information, no Person has any agreement, option, right or privilege (whether pre-emptive, contractual or otherwise) capable of becoming an agreement for the purchase, acquisition, subscription for or issue of any of the unissued shares or other securities of the Corporation.
- (j) The issue of the Flow-Through Units 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.
- (k) The Corporation is authorized to issue, among other things, an unlimited number of Common Shares.

7. **Covenants of the Corporation.** The Corporation hereby covenants and agrees with the Subscriber (or disclosed principal, as applicable) as follows:

- (a) Corporate Status: For a period of at least twelve months after the Closing Date, the Corporation shall remain a corporation existing under the laws of Ontario, licensed, registered or qualified as an extra-provincial or foreign corporation in all jurisdictions where the character of its properties owned or leased or the nature of the activities conducted by it make such licensing, registration or qualification necessary and shall carry on its business in the ordinary course and in compliance in all material respects with all applicable laws, rules and regulations of each such jurisdiction.
- (b) Securities Filings: The Corporation shall file such forms and documents as may be required under the Securities Laws of the Designated Provinces relating to the Flow-Through Shares, without limiting the generality of the foregoing, shall include for Subscribers resident in Alberta, British Columbia, or Ontario, a Form 45-106F1 or Form 45-106F6 as applicable, as prescribed by NI 45-106.
- (c) Accounting Records: The Corporation shall keep proper and complete books, records and accounts in accordance with generally accepted accounting principles showing true and accurate records of all Resource Expenses and charges and make such books, records and accounts available for inspection by or on behalf of the Subscriber.
- (d) Filing Selling Instruments: The Corporation shall file with CRA, and if applicable, the appropriate authorities of any province, within the time prescribed by subsection 66(12.68) of the Tax Act and any applicable provincial legislation, the forms prescribed for the purposes of such legislation so as to obtain a flow-through share identification number together with a copy of this Subscription Agreement and any "selling instrument" contemplated by such legislation or by this Subscription Agreement.

- (e) Principal-Business Corporation: The Corporation shall maintain its status as a "principal-business corporation" as defined in subsection 66(15) of the Tax Act until such time as all of the Resource Expenses required to be renounced under this Agreement have been incurred and validly renounced pursuant to the Tax Act.
- (f) Outstanding Common Shares: The Corporation shall not do or omit to do any thing or take any action if the result of such act or omission could reasonably be expected to be that the ownership of Common Shares by the Subscriber would exceed 10% of the number of then outstanding Common Shares, assuming the issue of the Purchased Securities.
- (g) Performance of Acts: The Corporation shall perform and carry out all of the acts and things to be completed by it as provided in this Subscription Agreement.
- (h) Incurring and Renouncing of Resource Expenses: The Corporation hereby agrees to incur Resource Expenses in an amount equal to the Commitment Amount on or before the Termination Date in accordance with this Subscription Agreement and agrees to renounce pursuant to subsections 66(12.6) and 66 (12.66) of the Tax Act to the Subscriber, with an effective date no later than **December 31, 2017**, Resource Expenses in an amount equal to the Commitment Amount.
- (i) Investment Tax Credit: The Corporation hereby agrees that the Commitment Amount will be incurred on Resource Expenses that will qualify as Flow-Through Mining Expenditures and provincial resource expenditures qualifying for investment credits applicable to the particular province.
- (j) Renunciation: The Corporation shall deliver to the Subscriber, within the prescribed time but in all cases on or before **December 31, 2017**; the relevant Prescribed Forms, fully completed and executed, renouncing to the Subscriber Resource Expenses in an amount equal to the Commitment Amount with an effective date of no later than **December 31, 2017**, such delivery constituting the authorization of the Corporation to the Subscriber to file such Prescribed Forms with the relevant taxation authorities.
- (k) Priority: The Corporation shall incur and renounce Resource Expenses pursuant to this Subscription Agreement and all other agreements with other Persons providing for the issue of Flow-Through Units entered into by the Corporation on the Closing Date (collectively the "Other Agreements") *pro rata* by number of Flow-Through Units issued or to be issued pursuant thereto before incurring and renouncing Resource Expenses pursuant to any other agreement which the Corporation has entered into or shall enter into with any Person with respect to the issue of Common Shares which are Flow-Through Shares. The Corporation shall not enter into any other agreement which would prevent or restrict its ability to renounce Resource Expenses to the Subscriber in the amount of the Commitment Amount. If the Corporation is required under the Tax Act to reduce Resource Expenses previously renounced to the Subscriber, the reduction shall be made *pro rata* by the number of Flow-Through Units issued or to be issued pursuant to this Agreement to the reduction made under the Other Agreements but the Corporation shall not reduce Resource Expenses renounced to the Subscriber under this Subscription Agreement until it has first reduced to the extent possible all CEE renounced to Persons other than the Subscriber and the subscribers under the Other Agreements.
- (l) Resource Expenses: The expenditures to be renounced by the Corporation to the Subscriber:
 - (i) will be Resource Expenses;
 - (ii) will not include expenses that are "Canadian exploration and development overhead expenses" (as defined in the regulations to the Tax Act for purposes of paragraph 66(12.6)(b) of the Tax Act) of the Corporation or amounts which constitute specified expenses for seismic data described in paragraph 66(12.6)(b.1) of the Tax Act or any expenses for prepaid services or rent that do not qualify as outlays and expenses for the period as described in the definition of "expense" in subsection 66(15) of the Tax Act;

- (iii) will not include any amount that has previously been renounced by the Corporation to the Subscriber or to any other Person;
 - (iv) would be deductible by the Corporation in computing its income for the purposes of Part I of the Tax Act but for the renunciation to the Subscriber; and
 - (v) will not be subject to any reduction including under subsection 66 (12.73) of the Tax Act.
- (m) Valid Renunciation: The Corporation shall not be subject to the provisions of subsection 66(12.67) of the Tax Act in a manner which impairs its ability to renounce Resource Expenses to the Subscriber in an amount equal to the Commitment Amount.
- (n) Applications for Prescribed Grants: If the Corporation receives, or becomes entitled to receive, any government assistance which is defined in subsection 66 (15) of the Tax Act and the receipt or entitlement to receive such government assistance has or will have the effect of reducing the amount of Resource Expenses validly renounced to the Subscriber hereunder to less than the Commitment Amount, the Corporation shall incur additional Resource Expenses so that it may renounce Resource Expenses in an amount not less than the Commitment Amount with an effective date of **December 31, 2017**.
- (o) Use of Commitment Amount: The Corporation shall use the gross proceeds of the Offering for its exploration program on projects including Northshore and Auden and for working capital purposes.
- (p) XII.6 Return: The Corporation will file with the CRA, before March 1 of the year following a particular year, any return required to be filed under Part XII.6 of the Tax Act in respect of the particular year, and will pay any tax or other amount owing in respect of that return on a timely basis.
- (q) Amalgamation: If the Corporation amalgamates with any one or more companies, any shares issued to or held by the Subscriber as a replacement for the Flow-Through Units as a result of such amalgamation will qualify, by virtue of subsection 87(4.4) of the Tax Act, as "flow-through shares" and in particular will not be "prescribed shares" as defined in section 6202.1 of the regulations to the Tax Act.
- (r) Indemnification:
- (i) Failure to Renounce: If the Corporation does not renounce to the Subscriber, effective on or before **December 31, 2017**, Resource Expenses equal to the Commitment Amount, the Corporation shall indemnify and hold harmless the Subscriber and each of the partners thereof if the Subscriber is a partnership or a limited partnership (for the purposes of this paragraph each an "Indemnified Person") as to, and pay in settlement thereof to the Indemnified Person on or before the twentieth Business Day following the Termination Date, an amount equal to the amount of any tax (within the meaning of paragraph (b) of the definition of "excluded obligation" in subsection 6202.1(5) of the regulations to the Tax Act as subsection 6202.1(5) of the regulations currently reads or paragraph (c) as subsection 6202.1(5) is proposed to be amended) payable under the Tax Act (and under any corresponding provincial legislation) by any Indemnified Person as a consequence of such failure. If the amount renounced to the Subscriber is reduced pursuant to subsection 66(12.73) of the Tax Act, the Corporation shall indemnify and hold harmless each Indemnified Person as to, and pay in settlement thereof to the Indemnified Person, an amount equal to the amount of any tax (within the meaning of paragraph (b) of the definition of "excluded obligation" in subsection 6202.1(5) of the regulations to the Tax Act or within the meaning of proposed paragraph (c) thereof) payable under the Tax Act (and under any corresponding provincial legislation) by the Indemnified Person as a consequence of such reduction. For certainty, the foregoing indemnity shall have no force or effect and the Subscriber shall not have any recourse or rights of action to the extent that such indemnity, recourse or rights of action would otherwise cause the Flow-Through Units to be "prescribed shares" within the

meaning of section 6202.1 of the regulations to the Tax Act.

- (ii) Indemnities Held in Trust: To the extent that any Person entitled to be indemnified hereunder is not a party to this Subscription Agreement, the Subscriber shall obtain and hold the rights and benefits of this Subscription Agreement in trust for, and on behalf of, such Person and such Person shall be entitled to enforce the provisions of this section notwithstanding that such Person is not a party to this Subscription Agreement.
 - (s) Use of Proceeds Amount: The Corporation shall use the proceeds received by the Corporation from the sale of Flow-Through Units to fund its exploration program on its mineral properties.
- 8. **Conditions of Closing.** The obligations of the Subscriber to complete the purchase of the Flow-Through Units as contemplated hereby shall be conditional upon the fulfilment at or before the Closing Time of each of the conditions of the Closing set forth in this Subscription Agreement.

The Subscriber acknowledges and agrees that as the sale of the Flow-Through Units will not be qualified by a prospectus, such sale is subject to the condition that the Subscriber (or, if applicable, any others for whom the Subscriber is contracting hereunder) sign and return to the Corporation all relevant documentation required by applicable Securities Laws.
- 9. **Acceptance or Rejection.** The Corporation will have the right to accept or reject this subscription at any time at or prior to the Closing Time. The Subscriber acknowledges and agrees that the acceptance of this subscription will be conditional upon the sale of the Flow-Through Units to the Subscriber being exempt from any prospectus requirements of all applicable Securities Laws and the equivalent provisions of securities laws of any other applicable jurisdiction. The Corporation will be deemed to have accepted this subscription upon the Corporation's execution of the acceptance form at the beginning of this Subscription Agreement and the delivery at the Closing of the certificates representing the Flow-Through Units in accordance with the provisions hereof.
- 10. **Subscriber's Representations, Warranties & Acknowledgments.** The Subscriber (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting) represents, warrants, covenants and acknowledges to the Corporation (and acknowledges that the Corporation and its respective counsel are relying thereon), and to the Agent at the date hereof and at the Closing Time:
 - (a) Authorization and Effectiveness. If the Subscriber is an individual, it is of the full age of majority and has all requisite legal capacity and competence to execute and deliver this Subscription Agreement and to observe and perform its covenants and obligations hereunder, or if the Subscriber is a corporation, the Subscriber is a valid and existing corporation, has the necessary corporate capacity and authority to execute and deliver this Subscription Agreement and to observe and perform its covenants and obligations hereunder and has taken all necessary corporate action in respect thereof, or, if the Subscriber is a partnership, syndicate or other form of unincorporated organization, the Subscriber has the necessary legal capacity and authority to execute and deliver this Subscription Agreement and to observe and perform its covenants and obligations hereunder and has obtained all necessary approvals in respect thereof, and, if the Subscriber is subscribing for Flow-Through Units hereunder as agent for a disclosed principal, it is duly authorized to execute and deliver this Subscription Agreement and all other necessary documentation in connection with such subscription on behalf of such principal and, in any case, upon acceptance by the Corporation, this Subscription Agreement will constitute a legal, valid and binding contract of the Subscriber enforceable against the Subscriber in accordance with its terms and will not result in a violation of any of the Subscriber's constating documents, if applicable, any of the terms or provisions of any law applicable to the Subscriber or any agreement to which the Subscriber is a party or by which it is bound;
 - (b) Residence. The Subscriber is a resident of the jurisdiction as set out under "Subscriber's Particulars" on page 1 above;
 - (c) Control Person. The Subscriber is not a "control person" of the Corporation, as that term is defined in the *Securities Act* (Ontario) or under the rules of the TSXV, will not become

a "control person" of the Corporation by purchasing the number of Common Shares issuable under this Subscription Agreement and does not intend to act jointly or in concert with any other person to form a control group in respect of the Corporation;

- (d) No Offering Memorandum or Advertising. The Subscriber has not received, nor has it requested, nor does it have any need to receive, any offering memorandum, or any other document (other than financial statements, interim financial statements or any other document, the content of which is prescribed by statute or regulation) describing the business and affairs of the Corporation which has been prepared for delivery to, and review by, prospective subscribers in order to assist it in making an investment decision in connection with this Offering of Flow-Through Units and it has not become aware of any advertisement in printed media of general and regular paid circulation or on radio or television with respect to the distribution of the Flow-Through Units or any other advertisement;
- (e) Purchasing as Principal. Except as provided in subsection 10(g) hereof, the Subscriber is purchasing the Flow-Through Units as principal (as defined in all applicable Securities Laws) for its own account, and not for the benefit of any other person;
- (f) Purchasing for Investment Only. Except as provided in subsection 10(g) hereof, the Subscriber is purchasing the Flow-Through Units for investment only and not with a view to resale or distribution. The Subscriber is aware that no prospectus has been filed with the Securities Commissions in connection with the sale of the Flow-Through Units and it is purchasing the Flow-Through Units pursuant to an exemption from the prospectus requirements under applicable Securities Laws and, as a consequence: (i) it is restricted from using most of the civil remedies available under Securities Laws; (ii) it may not receive information that would otherwise be required to be provided to it under Securities Laws; and (iii) the Corporation is relieved of certain obligations that would otherwise apply under Securities Laws;
- (g) Purchasing as Agent or Trustee. In the case of the purchase by the Subscriber of the Flow-Through Units as agent or trustee for any principal whose identity is disclosed or undisclosed or identified by account number only, each beneficial subscriber of the Flow-Through Units for whom the Subscriber is acting is purchasing its Flow-Through Units as principal for its own account, and not for the benefit of any other person, for investment only and not with a view to resale or distribution, is a resident of the jurisdiction as set out under "Subscriber's Particulars" on page 1 above, and the Subscriber complies with and meets one of the criteria set forth in subsection 10(h) in respect of the subscription provided hereby, and the Subscriber has due and proper authority to act as agent or trustee for and on behalf of such beneficial subscriber in connection with the transactions contemplated hereby and this Subscription Agreement has been duly authorized, executed and delivered by or on behalf of, and constitutes a legal, valid and binding agreement of, such beneficial subscriber, and
 - (i) Alberta, British Columbia, or Ontario: if the Subscriber is resident in or otherwise subject to the Securities Laws of Alberta, British Columbia, or Ontario, it is an "**accredited investor**" as defined in paragraph (p) of the definition of "accredited investor" in NI 45-106; provided, however that it is not a trust company or trust corporation registered under the laws of Prince Edward Island that is not registered under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in another jurisdiction of Canada and has concurrently executed and delivered two (2) copies of the Form for Individual Accredited Investors in the form attached hereto as Schedule A and has initialled indicating that the Subscriber satisfies the category of "accredited investor"; or
 - (ii) the Subscriber is acting as agent for one or more disclosed principals, each of which principal is purchasing as a principal for its own account, not for the benefit of any other person, and not with a view to the resale or distribution of all or any of the Flow-Through Units, and each of which principals complies with subsection 10(h) below; or

(iii) if the Subscriber is purchasing the Flow-Through Units as an “accredited investor” as defined in paragraph (m) of the definition of “accredited investor” in NI 45-106 it is not a person created or used solely to purchase or hold securities as an “accredited investor”.

(h) Subscriber Has Benefit of Statutory Exemptions. The Subscriber fully complies with one of the criteria set forth below:

resident in Canada and, if an individual investor, has completed and signed two copies of the Form for Individual Accredited Investors attached as Schedule A; or

resident in a jurisdiction other than Canada or the United States of America and, if an individual investor, has completed and signed two copies of the Form for Individual Accredited Investors attached as Schedule A and the Investor confirms that:

- A. the securities laws applicable to the Investor do not require the Corporation to file a prospectus or similar document or to register the Purchased Shares or to make any filings or seek any approvals of any kind from any regulatory authority in the jurisdiction in which the Investor is resident; and
- B. the delivery of this Agreement by the Corporation and the Investor and the issuance of the Purchased Shares to the Investor complies with all applicable securities laws of the jurisdiction in which the Investor is resident, and will not cause the Corporation to become subject to any disclosure, prospectus, registration or reporting requirements under any such securities laws.

(i) No Undisclosed Information. The Flow-Through Units are not being purchased by the Subscriber as a result of any material information concerning the Corporation that has not been publicly disclosed and the Subscriber’s decision to enter into this Subscription Agreement and acquire the Flow-Through Units has not been made as a result of any oral or written representation as to fact or otherwise made by or on behalf of the Corporation or any other person and is based entirely upon currently available public information concerning the Corporation;

(j) Investment Suitability. The Subscriber, and any beneficial subscriber referred to in subsection 10(g) hereof, has such knowledge in financial and business affairs as to be capable of evaluating the merits and risks of its investment in the Flow-Through Units; (ii) is capable of assessing the proposed investment in the Flow-Through Units as a result of the Subscriber’s own experience or as a result of advice received from a person registered under Securities Laws; (iii) is aware of the characteristics of the Flow-Through Units and the risks relating to an investment therein; and (iv) is able to bear the economic risk of the loss of its investment in the Flow-Through Units;

(k) U.S. Matters. The Subscriber:

(i) is aware that the Flow-Through Units have not been and will not be registered under the *United States Securities Act of 1933*, as amended (“**U.S. Securities Act**”) or the securities laws of any state and that these securities may not be offered or sold in the United States without registration under the *U.S. Securities Act* or compliance with requirements of an exemption from registration and the applicable laws of all applicable states and acknowledges that the Corporation has no present intention of filing a registration statement under the *U.S. Securities Act* in respect of the Flow-Through Units;

(ii) acknowledges the Flow-Through Units have not been offered to the Subscriber in the United States, and the individuals making the order to purchase the Flow-Through Units and executing and delivering this Subscription Agreement on behalf of the Subscriber were not in the United States when the order was placed and this Subscription Agreement was executed and delivered;

- (iii) is not a U.S. Person (as defined in Regulation S under the *U.S. Securities Act*, which definition includes, but is not limited to, an individual resident in the United States, an estate or trust of which any executor or administrator or trustee, respectively, is a U.S. Person and any partnership or corporation organized or incorporated under the laws of the United States) and is not purchasing the Flow-Through Units on behalf of, or for the account or benefit of, a person in the United States or a U.S. Person; and
- (iv) undertakes and agrees that it will not offer or sell the Flow-Through Units 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 it will not resell the Flow-Through Units, except in accordance with the provisions of applicable Securities Laws, regulations, rules, policies and orders and TSXV rules;
- (l) Independent Investment. The Subscriber does not act jointly or in concert with another subscriber for Flow-Through Units for the purposes of the acquisition of Flow-Through Units;
- (m) Subscription Funds. The funds representing the purchase price 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) Act* (Canada) (the “**PCMLA**”) and the Subscriber acknowledges that the Corporation may in the future be required by law to disclose the Subscriber’s name and other information relating to this Subscription Agreement and the Subscriber’s subscription hereunder, on a confidential basis, pursuant to the PCMLA. To the best of its knowledge none of the subscription funds to be provided by the Subscriber (i) have been or will be derived from or related to any activity that is deemed criminal under the law of Canada, the United States of America, or of any other jurisdiction, or (ii) are being tendered on behalf of a person or entity who has not been identified to the Subscriber. The Subscriber shall promptly notify the Corporation if the Subscriber discovers that any of such representations ceases to be true, and to provide the Corporation with appropriate information in connection therewith;
- (n) Tax Matters.
 - (i) The Subscriber or beneficial purchaser, as the case may be, acknowledges that it deals and will at all relevant times continue to deal at arm’s length with the Corporation for the purposes of the Tax Act until **December 31, 2018**;
 - (ii) if the Subscriber or beneficial purchaser, as the case may be, acknowledges that it is a corporation, trust or partnership, such entity does not have and will not have in respect of a renunciation of Resource Expenses a “prohibited relationship” with the Corporation within the meaning of subsection 66(12.671) of the Tax Act;
 - (iii) neither the Subscriber, nor the beneficial purchaser, as the case may be, will enter into any agreement with any person, (other than the Corporation or a “specified person”, within the meaning of subsection 6202.1(5) of the Regulations to the Tax Act, in relation to the Corporation) which will cause the Flow-Through Shares to become “prescribed shares” for the purposes of the definition of “flow-through share” in the Tax Act;
 - (iv) the Subscriber is not a non-resident of Canada for the purposes of the Tax Act;
- (o) Further Acknowledgments.
 - (i) No securities commission or similar regulatory authority has reviewed or passed on the merits of the Flow-Through Units;
 - (ii) There is no government or other insurance covering the Flow-Through Units;
 - (iii) There are risks associated with the purchase of the Flow-Through Units;

- (iv) There are restrictions on the Subscriber's ability to resell the Flow-Through Units and it is the responsibility of the Subscriber to find out what those restrictions are and to comply with them before selling such securities; and
- (v) The Corporation has advised the Subscriber that the Corporation is relying on an exemption from the requirements to provide the Subscriber with a prospectus and to sell Flow-Through Units through a person or company registered to sell securities under the *Securities Act* (Ontario) and other applicable Securities Laws and, as a consequence of acquiring the Flow-Through Units pursuant to this exemption, certain protections, rights and remedies provided by the *Securities Act* (Ontario) and other applicable Securities Laws, including statutory rights of rescission or damages, will not be available to the Subscriber.

The Subscriber acknowledges and agrees that the foregoing representations, warranties and acknowledgments are made by it with the intention that they may be relied upon in determining its eligibility or (if applicable) the eligibility of others on whose behalf it is contracting hereunder to purchase the Flow-Through Units under relevant Securities Laws. The Subscriber further agrees that by accepting delivery of the Flow-Through Units on the Closing Date, it shall be representing and warranting that the foregoing representations and warranties are true and correct as at the Closing Time with the same force and effect as if they had been made by the Subscriber at the Closing Time and that they shall survive the purchase by the Subscriber of the Flow-Through Units and shall continue in full force and effect notwithstanding any subsequent disposition by the Subscriber of the Flow-Through Units. The Subscriber undertakes to notify the Corporation immediately of any change in any representation, warranty or other information relating to the Subscriber set forth herein which takes place prior to the Closing Time.

11. **Covenants of the Subscriber.** The Subscriber will:

- (a) not resell any of the Flow-Through Units acquired (directly or indirectly) hereunder, in whole or in part, directly or indirectly, except in accordance with the provisions of applicable Securities Laws;
- (b) execute, deliver, file and otherwise assist the Corporation in filing, such further reports, undertakings, agreements, documents and writings, do all acts and things, and provide such further assurances as may be reasonably required to give effect to this Subscription Agreement as required, and, without limiting the generality of the foregoing, will execute and deliver all documents, agreements and writings and provide such assurances, undertakings, information and investment letters as may be reasonably required from time to time by all securities commissions, stock exchanges or other regulatory authorities having jurisdiction over the Corporation's affairs or as may be required from time to time under the applicable Securities Laws with respect to the issue and resale of the Flow-Through Units; and
- (c) provide the Corporation and applicable securities regulatory authorities on reasonable request, particulars as to the identity of all undisclosed principals as may be required by the Corporation, acknowledging that the Corporation will be required to provide applicable regulatory authorities with a list setting forth the identities of the beneficial purchasers of the Flow-Through Units and that the Subscriber may be acquiring the Flow-Through Units as agent on behalf of an undisclosed principal, in order to comply with any such requirements.

12. **Resale Restrictions.**

- (a) The Flow-Through Units are subject to resale restrictions imposed under applicable Securities Laws, or the rules or policies of regulatory bodies having jurisdiction over the Flow-Through Shares, or trading in such Flow-Through Units and, as a consequence, the Subscriber may not be able to resell the Flow-Through Units, except in accordance with resale restrictions and limited exemptions under applicable Securities Laws.
- (b) The Subscriber has the sole responsibility to determine and comply with restrictions on resale before reselling any of the Flow-Through Units (and neither the Corporation nor its legal counsel is in any manner responsible) and has been independently advised as to applicable hold periods and restrictions with respect to trading in the Flow-Through Units

imposed by applicable Securities Laws and regulatory policy including applicable Securities Laws in the jurisdiction in which it resides or the jurisdiction in which such Flow-Through Units will come to rest, and confirms that no representation has been made to it by or on behalf of the Corporation with respect thereto.

- (c) The Subscriber acknowledges and agrees that all certificates representing Flow-Through Units held by the Subscriber will, for the purposes of complying with Securities Laws, including NI 45-102, bear the following legends:

"UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY SHALL NOT TRADE THIS SECURITY BEFORE **[4 months plus one day from the Closing Date]**."

and if applicable, with the policies of the TSXV, the additional legend as follows:

"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 ."

13. **No Regulatory Endorsement.** The Subscriber is aware that no stock exchange or governmental agency, authority, regulatory body, securities commission or other entity has made any finding or determination as to the merit of investment in, nor has any such stock exchange or governmental agency, authority, regulatory body, securities commission, or other entity made any recommendation or endorsement with respect to the Flow-Through Units.
14. **No Representations.** The Subscriber acknowledges that no person has made to the Subscriber any written or oral representations that any person will resell or repurchase the Flow-Through Units, that any person will refund the Subscription Amount of the Flow-Through Units, or to the future price or value of the Flow-Through Units. In addition, the Subscriber has relied solely upon publicly available information relating to the Corporation and not upon any verbal or written representation as to fact or otherwise made by or on behalf of the Corporation.
15. **Responsibility for Corporation Information.** The Subscriber acknowledges and agrees that;
- (a) the Corporation's counsel is acting as counsel to the Corporation and not as counsel to the Subscriber; and
- (b) no person in the employment of, or acting as agent of the Corporation has any authority to make any representation or warranty in respect of the Corporation and any such statements made by any person in the employment of, or acting as agent of, the Corporation is given or made without liability or responsibility and the Subscriber hereby releases the Corporation and their its partners, directors, officers, employees, advisors and shareholders from any claims that may arise in respect of such statements.
16. **Fee to Participating Registrant.** The Subscriber understands that, in connection with the issue and sale of the Flow-Through Units, any Participating Registrant will receive from the Corporation, at the Closing, a cash fee of 7.0% of the gross proceeds received by the Corporation from the sale of Flow-Through Units sold by the Participating Registrant in the Offering. The Subscriber acknowledges that the Participating Registrant, or such person as the Participating Registrant directs, will also receive broker warrants entitling the holder to purchase that number of Units which is equal to 7.0% of the combined number of Flow-Through Units sold by the Participating Registrant in the Offering. Each broker warrant will be exercisable into a Unit at a price of \$0.06 per Unit for a period of 12 months after the Closing Date. These broker warrants have the same characteristics as the Warrants.
17. **Subscriber's Expenses.** The Subscriber acknowledges and agrees that all costs and expenses incurred by the Subscriber (including any fees and disbursements of special counsel retained by the Subscriber) relating to the purchase of the Flow-Through Units shall be borne by the Subscriber.

18. **Counsel.** The Subscriber acknowledges that the Corporation's counsel is acting as counsel to the Corporation and not as counsel to the Subscriber.
19. **Legal and Tax Advice.** The Subscriber acknowledges and agrees that it is solely responsible for obtaining such legal advice and tax advice as it considers appropriate in connection with the execution, delivery and performance by it of this Subscription Agreement and the completion of the transactions contemplated hereby.
20. **No Revocation.** The Subscriber, on its own behalf and, if applicable, on the behalf of others for whom it is contracting hereunder, agrees that this offer 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, without the consent of the Corporation.
21. **Assignment.** The terms and provisions of this Subscription Agreement shall be binding upon and enure to the benefit of the Subscriber, the Corporation, and their respective successors and assigns; provided that this Subscription Agreement shall not be assignable by any party without the prior written consent of the other parties.
22. **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. 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:

GTA Resources and Mining Inc.
855 Brant Street
Burlington Ontario L7R 2J6
Attention: Brian Crawford, CFO
Fax: (905) 681-3648

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

23. **Personal Information.** This Subscription Agreement and the Schedules hereto require the Subscriber to provide certain personal information to the Corporation and its counsel. Such information is being collected by the Corporation for the purposes of completing this Offering of the Flow-Through Units which includes, without limitation, determining the Subscriber's eligibility to purchase the Flow-Through Units under applicable Securities Laws, preparing and registering certificates representing Flow-Through Units to be issued to the Subscriber and completing filings required by any securities regulatory authority. The Subscriber's personal information may be disclosed by the Corporation and its counsel to: (a) any stock exchanges or securities regulatory authorities; (b) the Corporation's registrar and transfer agent; (c) Canada Revenue Agency; and (d) any of the other parties involved in this Offering of Flow-Through Units, including legal counsel. By executing this Subscription Agreement, the Subscriber is deemed to be consenting to the foregoing collection, use and disclosure of the Subscriber's personal information. The Subscriber also consents to the filing of copies or originals of any of the Subscriber's documents described in this Subscription Agreement as may be required to be filed with any stock exchange or securities regulatory authority in connection with the transactions contemplated hereby and the inclusion of them in the closing books in connection with this Offering. The Subscriber hereby acknowledges that it has been notified by the Corporation: (i) of the delivery to the Ontario Securities Commission (the "OSC") of the Subscriber's personal information; (ii) that the Subscriber's personal information is being collected indirectly by the OSC under the authority granted to it by the securities legislation of Ontario; (iii) the Subscriber's personal information is being collected for the purposes of the administration and enforcement of the securities legislation of Ontario; and (iv) the contact information of the public official in Ontario who can answer questions about the OSC's indirect collection of personal information is, Administrative Support Clerk to the Director of Corporate Finance, the Ontario Securities Commission, Suite 1903, Box

55, 20 Queen Street West, Toronto, Ontario, M5H 3S8, telephone (416) 593-3684, facsimile (416) 593-8252.

24. **Survival.** All representations, warranties, agreements and covenants made or deemed to be made by the Corporation contained herein or in any certificate, document or instrument delivered pursuant hereto shall survive the completion of the transactions contemplated by this Subscription Agreement for a period of 2 years.
25. **Governing Law.** This Subscription Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Subscriber on its own behalf and, if applicable, on behalf of others for whom it is contracting hereunder, hereby irrevocably attorns to the jurisdiction of the courts of the Province of Ontario with respect to any matters arising out of this Subscription Agreement.
26. **Fax and Electronic Subscriptions and Counterparts.** The Corporation shall be entitled to rely on delivery by email or fax machine of an executed copy of this Subscription Agreement, including the completed Schedules hereto, and acceptance by the Corporation of such electronic or fax copy shall be legally effective to create a valid and binding agreement between the Subscriber and the Corporation in accordance with the terms hereof. This Subscription Agreement may be executed in any number of counterparts, each of which when delivered, either in original, electronic or fax form, shall be deemed to be an original and all of which together shall constitute one and the same document.
27. **Entire Agreement and Modification.** This Subscription Agreement (including the Schedules hereto) contains the entire agreement of the parties hereto relating to the subject matter hereof and there are no representations, covenants or other agreements relating to the subject matter hereof except as stated or referred to herein. Subject to the terms hereof, neither this Subscription Agreement nor any provision hereof shall be modified, changed, discharged or terminated except by an instrument in writing signed by the party against whom any waiver, change, discharge or termination is sought.
28. **Headings.** The headings contained herein are for convenience only and shall not affect the meanings or interpretation hereof.
29. **Time of Essence.** Time is of the essence of this Subscription Agreement.
30. **Effective Date.** This Subscription Agreement is intended to and shall take effect on the Closing Date, notwithstanding its actual date of execution or delivery by any of the parties.
31. **Currency.** Except if specifically stated otherwise, all dollar amounts herein are in Canadian dollars.
32. **Severability.** If any one or more of the provisions contained in this Subscription Agreement should be invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of such provision or provisions shall not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless in either case as a result of such determination this Subscription Agreement would fail of its essential purpose.
33. **Language of Documents.** It is the express wish of the parties to this Subscription Agreement that this Subscription Agreement and all related documents be drafted in English. Les parties aux présentes conviennent et exigent que cette convention ainsi que tous les documents s'y rattachant soient rédigés en langue anglaise.

ACCEPTANCE: The Corporation hereby accepts this Subscription Agreement, subject to the Terms and Conditions and the Corporation represents and warrants to the Subscriber that the representations and warranties made by the Corporation herein are true and correct in all material respects as of the Closing

Date.

DATED this day of , 2017.

GTA RESOURCES AND MINING INC.

Per: _____
AUTHORIZED SIGNATORY

If the Investor is an individual:

Signed in the presence of:

Witness

Signature:

Name (please print):

If the Investor is not an individual (e.g. a corporation, partnership, etc.):

Print Name:_____

By: _____

Name:

Title:

SCHEDULE A

ACCREDITED INVESTOR STATUS CERTIFICATE

In connection with the purchase of the Units, the undersigned hereby represents, warrants and certifies that:

I. ALL SUBSCRIBERS PURCHASING UNDER THE "ACCREDITED INVESTOR" EXEMPTION

1. the Purchaser (the undersigned or, if the undersigned is purchasing the Units as agent on behalf of a disclosed beneficial purchaser who is purchasing the Units as principal, such beneficial purchaser being referred to herein as the "Purchaser") is resident in the Province of Alberta, British Columbia, Saskatchewan, Ontario, Québec or other Designated Province or is subject to the securities laws of the Province of Alberta, British Columbia, Saskatchewan, Ontario, Québec or other Designated Province;
2. the Purchaser is purchasing the Units 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 Units as principal; and
3. the Purchaser is (please initial the appropriate line below):
 - (a) _____ an "accredited investor" within the meaning of NI 45-106, by virtue of satisfying the indicated criterion as set out in appendix "1" to this certificate (**YOU MUST ALSO INITIAL THE APPROPRIATE LINE IN APPENDIX 1 TO THIS CERTIFICATE**); or
 - (b) _____ an "affiliate" within the meaning of NI 45-106 of the Corporation; or

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 Units and that this certificate is incorporated into and forms part of the Subscription 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 Units.

Dated: _____, 2017.

Print name of Purchaser

By: _____

Signature

Title

(please print name of individual whose appears above, if different from name of purchaser print

[INITIAL BELOW BESIDE THE CATEGORY OR CATEGORIES WHICH DESCRIBES YOU (IF ANY)]

- 1. A Canadian financial institution, or a Schedule III bank.
- 2. The Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada).
- 3. A subsidiary of any person referred to in paragraphs 1 or 2, 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.
- 4. A person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer, other than a person registered solely as a limited market dealer under one or both of the *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador).
- 5. An individual registered or formerly registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph 4.
- 6. 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.
- 7. 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 intermunicipal management board in Québec.
- 8. Any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government.
- 9. A pension fund that is regulated by either OFSI or a pension commission or similar regulatory authority of a jurisdiction of Canada.
- 10. An individual who, either alone or with a spouse, beneficially owns, directly or indirectly, **financial assets** having an aggregate realizable value that before taxes, but **net of any related liabilities** exceeds \$1,000,000.
- 11. 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.
- 12. An individual who, either alone or with a spouse, has net assets of at least \$5,000,000.
- 13. 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.
- 14. An investment fund that distributes or has distributed its securities only to:
 - 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 and 2.19 of NI 45-106, or
 - iii. a person described in paragraph (a) or (b) that acquires or acquired securities under section 2.18 of NI 45-106.
- 15. 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.
- 16. A trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (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.
- 17. A person acting on behalf of a fully managed account managed by that person, if that person:
 - (a) is registered or authorized to carry on business as an advisor or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction, and
 - (b) in Ontario, is purchasing a security that is not a security of an investment fund.
- 18. A registered charity under the *Income Tax Act* (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.
- 19. An entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs 1 to 4 or paragraph 9 in form and function.
- 20. 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.
- 21. An investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser.
- 22. A person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as an accredited investor.

For the purposes of this Accredited Investor Status Certificate the following definitions are included for convenience:

“bank” means a bank named in Schedule I or II of the *Bank Act* (Canada);

“Canadian financial institutions” means:

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 that Act; or

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;

“control person” has the same as in securities legislation except in Manitoba, Newfoundland and Labrador, Northwest Territories, Nova Scotia, Nunavut, Ontario, Prince Edward Island and Québec, where control person means any person that holds or is one of a combination of persons that holds:

- (a) a sufficient number of any securities of an issuer so as to affect materially the control of the issuer; or
- (b) 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;

“debt security” means any bond, debenture, note or similar instrument representing indebtedness, whether secured or unsecured;

“director” means:

- (c) a member of the board of directors of a company or an individual who performs similar functions for a company; and
- (d) with respect to a person that is not a company, an individual who performs functions similar to those of a director of a company;

“eligibility advisor” means:

- (e) 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 purchaser and authorized to give advice with respect to the type of security being distributed; and
- (f) in Saskatchewan or Manitoba, also means a lawyer who is a practising 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:
 - i. have a professional, business or personal relationship with the issuer, or any of its directors, executive officers, founders, or control persons; and
 - ii. 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;

“executive officer” means, for the Corporation, an individual who is:

- (g) a chair, vice-chair or president;
- (h) a vice-president in charge of a principal business unit, division or function including sales, finance or production;

- (i) an officer of the Corporation or any of its subsidiaries and who performs a policy-making function in respect of the Corporation; or
- (j) performing a policy-making function in respect of the Corporation;

“financial assets” means:

- (k) cash;
- (l) securities; or
- (m) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation;

“founder” means, in respect of the Corporation, a person who:

- (α) acting along, 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 Corporation; and
- (β) at the time of the trade is actively involved in the business of the Corporation;

“foreign jurisdiction” means a country other than Canada or a political subdivision of a country other than Canada;

“fully managed account” means an account 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;

“individual” means a natural person, but does not include:

- (n) a partnership, unincorporated association, unincorporated syndicate, unincorporated organization or a trust; or
- (o) a natural person in the person’s capacity as trustee, executor, administrator or other legal representative;

“investment fund” has the same meaning as in National Instrument 81-106 *Investment Fund Continuous Disclosure*;

“jurisdiction” means a province or territory of Canada except when used in the term foreign jurisdiction;

“local jurisdiction” means the jurisdiction in which the applicable securities regulatory authority is situate;

“mutual fund” includes an issuer of securities that entitles the holder to receive on demand or within a specified period after demand, an amount computed by reference to the value of a proportionate interest in the whole or in part of the net assets, including a separate fund or trust account, of the issuer of the securities;

“NI 45-106” means National Instrument 45-106 *Prospectus and Registration Exemptions*;

“non-redeemable investment fund” has the same meaning as in National Instrument 81-106 *Investment Continuous Fund Disclosure*;

“person” includes:

- (p) an individual;
- (q) a corporation;
- (r) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not; and
- (s) an individual or other person in that person’s capacity as a trustee, executor, administrator or personal or other legal representative;

“related liabilities” means:

- (t) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets;
or
- (u) liabilities that are secured by financial assets;

“Schedule III bank” means an authorized foreign bank named in Schedule III of the *Bank Act* (Canada);

“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), or is an adult interdependent partner within the meaning of the Adult Interdependent Relationships Act (Alberta); and

“subsidiary” means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary.

All monetary references in this Schedule A are in Canadian dollars.

Appendix I to Schedule A
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.

SECTION 1 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER

1. About your investment

Type of securities: <i>[Instruction: Include a short description, e.g., common shares.]</i> Common Shares	Issuer: GTA RESOURCES AND MINING INC.
Purchased from: <i>[Instruction: Indicate whether securities are purchased from the issuer or a selling security holder.]</i> GTA RESOURCES AND MINING INC.	

SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER

2. Risk acknowledgement

This investment is risky. Initial that you understand that:	Your initials
Risk of loss – You could lose your entire investment of \$_____. <i>[Instruction: Insert the total dollar amount of the investment.]</i>	
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 will 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 cash and securities. 	
<ul style="list-style-type: none"> • Either alone or with your spouse, you 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:

SECTION 5 TO BE COMPLETED BY THE SALESPERSON

5. Salesperson information

[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.]

First and last name of salesperson (please print):

Telephone:

Email:

Name of firm (if registered):

SECTION 6 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER

6. For more information about this investment

**GTA RESOURCES AND MINING INC.
ATTN: Mr. Brian Crawford, Chief Financial Officer
855 Brant Street
Burlington, Ontario, L7R 2J6
Fax +1 (905) 681-3648
Phone +1 (905) 681-1925**

For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca.

Form instructions:

1. *This form does not mandate the use of a specific font size or style but the font must be legible.*

2. *The information in sections 1, 5 and 6 must be completed before the purchaser completes and signs the form.*

The purchaser must sign this form. Each of the purchaser and the issuer or selling security holder must receive a copy of this form signed by the purchaser. The issuer or selling security holder is required to keep a copy of this form for 8 years after the distribution.

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
 - (f) 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 _____

(Name of Purchaser - please print)

(Authorized Signature)

(Official Capacity - please print)

(Please print name of individual whose signature appears above)

THIS IS NOT A PUBLIC DOCUMENT