

**SUBSCRIPTION AGREEMENT
(FOR CANADIAN AND FOR NON-U.S. RESIDENTS)**

**SUBSCRIPTION FOR COMMON UNITS
(COMMON 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 page 2 below, and also complete pages 1 and 2 of the Subscription Agreement.

THEN

IF YOU WERE AN EXISTING SHAREHOLDER ON THE RECORD DATE, YOU ARE FINISHED. PLEASE 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)

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:

ACCEPTANCE: The Issuer hereby accepts the subscription as set forth above on the terms and conditions contained in this Subscription Agreement and the Issuer represents and warrants to the Subscriber that the representations and warranties made by the Issuer (as defined below) are true and correct in all material respects as of the Closing Date (as defined below) and that the Subscriber is entitled to rely thereon as if the Subscriber were a party thereto.

DATED this ___ day of _____, 2017.

GTA RESOURCES AND MINING INC.

per : _____
AUTHORIZED SIGNATORY

**TERMS AND CONDITIONS OF SUBSCRIPTION FOR
SECURITIES OF GTA RESOURCES AND MINING INC.**

1. INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:

- (a)** “**Accredited Investor**” has the same meaning ascribed to that term in National Instrument 45-106;
- (b)** “**Aggregate Subscription Price**” means the aggregate dollar amount of the subscription under this Agreement as set out on the face page hereof;
- (c)** “**Agreement**” means this subscription agreement to be entered into between the Issuer and the Subscriber for the purchase of Units and includes all schedules and appendices attached hereto, in each case as they may be amended or supplemented from time to time;
- (d)** “**Authorities**” has the meaning ascribed in subsection 4.1(f) below;
- (e)** “**Business Day**” means a day other than a Saturday, Sunday or any other day on which the principal chartered banks located in Toronto, Ontario are not open for business;
- (f)** “**Closing**” means the day the Subscriber’s Units are issued to the Subscriber in accordance with the terms and conditions of this Agreement;
- (g)** “**Closing Date**” means October 15, 2017 or such other earlier or later date as the Issuer and the Subscriber may agree;
- (h)** “**Commissions**” means the provincial securities commission or other regulatory authority in each of the Jurisdictions;
- (i)** “**Common Shares**” means common shares in the authorized capital of the Issuer;
- (j)** “**Designated Provinces**” means British Columbia, Alberta, Ontario and such other provinces or territories in Canada as the Issuer and Subscriber may agree;
- (k)** “**Disclosed Principal**” means the beneficial principal(s), all of whom are disclosed on the execution page of this agreement, on whose behalf the Subscriber’s Units are purchased by his agent;
- (l)** “**Exchange**” means the TSX Venture Exchange or such other stock exchange through which the Common Shares may then be called for trading;
- (m)** “**General Solicitation**” or “**General Advertising**” means “general solicitation or general advertising”, as used under Rule 502(c) of Regulation D under the U.S. Securities Act;
- (n)** “**International Jurisdiction**” has the meaning ascribed in subsection 5.1(f) below;
- (o)** “**Issuer**” means GTA Resources and Mining Inc.;
- (p)** “**Jurisdictions**” means the provinces of Canada where any of the subscribers of Units are residents;
- (q)** “**National Instrument 45-102**” means National Instrument 45-102 “Resale of Securities” published by the Canadian Securities Administrators;

- (r) **“National Instrument 45-106”** means National Instrument 45-106 “Prospectus Exemptions” published by the Canadian Securities Administrators;
- (s) **“Ontario Act”** means the *Securities Act* (Ontario), the regulations and rules made thereunder and all published policy statements, blanket orders, notices, directions and rulings issued or adopted by the Ontario Securities Commission, all as amended;
- (t) **“Parties”** or **“Party”** means the Subscriber, the Issuer or both, as the context requires;
- (u) **“Personal Information”** has the meaning ascribed thereto in section 10.5 below;
- (v) **“Private Placement”** means the issue and sale of the Units;
- (w) **“Record Date”** means August 30, 2017;
- (x) **“Regulatory Authorities”** means the Commissions and the Exchange and the securities regulatory authorities in an International Jurisdiction;
- (y) **“Securities Laws”** means, as applicable, the securities legislation and securities laws of each Jurisdiction and the regulations and rules made thereunder and all published policy statements, blanket orders, notices, directions and ruling issued or adopted by the Commissions, collectively, and the rules of the Exchange;
- (z) **“Subscriber’s Units”** means the Units purchased by the Subscriber;
- (aa) **“Subscription Proceeds”** means the gross proceeds from the sale of Units under the Private Placement;
- (bb) **“Term Sheet”** means the term sheet delivered to potential Subscribers of Units pursuant to the offering of Units, a copy of which is attached hereto as Schedule A;
- (cc) **“Subscriber”** has the meaning ascribed to such term in the preamble on page 1 of this Agreement;
- (dd) **“Underlying Shares”** means the Common Shares issuable on exercise of the Warrants;
- (ee) **“Unit”** means a unit comprising of one (1) Common Share and one (1) Warrant;
- (ff) **“United States”** means the United States of America, its territories or possessions, any State of the United States and the District of Columbia;
- (gg) **“U.S. Person”** means a U.S. person as defined in Rule 902(k) of Regulation S under the U.S. Securities Act;
- (hh) **“U.S. Securities Act”** means the United States Securities Act of 1933, as amended; and
- (ii) **“Warrant”** means a common share purchase warrant, each whole Warrant entitling the holder to purchase one (1) Common Share, subject to adjustment in certain events, at a price of CDN\$0.05 per share until 4:00 p.m. (Toronto time) on or before the day which is 18 months from the date of issue of the Warrants.

1.2 Time is of the essence of this Agreement and will be calculated in accordance with the provisions of the *Interpretation Act* (Ontario).

1.3 This Agreement is to be read with all changes in gender or number as required by the context.

1.4 The headings in this Agreement are for convenience of reference only and do not affect the interpretation of this Agreement.

1.5 Unless otherwise indicated, all dollar amounts referred to in this Agreement are in lawful currency of Canada.

1.6 This Agreement, any amendment, addendum or supplement hereto, and all other documents relating hereto shall be governed by and construed in accordance with the internal laws of the Province of Ontario, and the federal laws of Canada applicable therein, governing contracts made and to be performed wholly therein, and without reference to its principles governing the choice or conflict of laws. The parties hereto irrevocably attorn and submit to the exclusive jurisdiction of the courts of the Province of Ontario with respect to any dispute related to or arising from this Agreement.

2. SUBSCRIPTION AND DESCRIPTION OF UNITS

2.1 Subject to section 6.1 below, the Subscriber hereby confirms its irrevocable subscription for and offer to purchase the Units from the Issuer, on and subject to the terms and conditions set out in this Agreement, for the Aggregate Subscription Price which is payable as described herein. The Subscriber acknowledges (on its own behalf and, including if applicable, on behalf of each Disclosed Principal) that upon acceptance by the Issuer of this Agreement, this Agreement will constitute a binding obligation of the Subscriber (including if applicable, each Disclosed Principal) subject to the terms and conditions contained herein.

2.2 The Subscriber has received a copy of the Term Sheet setting out the principal terms of the offering of Units contemplated by this Agreement.

2.3 The Issuer may, in its absolute discretion, accept or reject the Subscriber's subscription for Units as set forth in this Agreement, in whole or in part, and the Issuer reserves the right to allot to the Subscriber less than the amount of Units subscribed for under this Agreement. The Subscriber acknowledges and agrees that the acceptance of this Agreement will be conditional upon, among other things, the sale of the Units to the Subscriber being exempt from any prospectus and offering memorandum requirements of applicable Securities Laws and the equivalent provisions of securities laws of any other applicable jurisdiction and, to the extent possible, the Subscriber agrees to furnish the Issuer with all information that is reasonably necessary to confirm same.

2.4 Subscription proceeds paid by the Subscriber to the Issuer will be held in trust pending the Closing, and if the Closing does not occur on or before June 30, 2017 or such later date as agreed to by the Issuer, the subscription proceeds will be returned to the Subscriber without interest or deduction.

2.5 In connection with the offering, the Subscriber acknowledges that the Corporation may pay a finder's fee or brokerage fee of up to 7% comprised of a cash commission and non-transferable warrants entitling the holder thereof to purchase common shares of the Corporation, the whole in accordance with the rules and policies of the TSX Venture Exchange.

3. POWER OF ATTORNEY

3.1 The Subscriber irrevocably authorizes the Chief Financial Officer of the Issuer (or failing him, the Chief Executive Officer of the Issuer) in his discretion (the "Subscriber's Agent"), to act as the Subscriber's representative at Closing, and hereby appoints the Subscriber's Agent, with full power of substitution, as its true and lawful attorney with the full power and authority to act for and in the name of the Subscriber, to execute and deliver such documents, instruments or agreements and do all acts necessary to effect the following:

- (a)** to execute in the Subscriber's name and on its behalf all closing receipts and required documents, if any, to complete and correct any manifest errors or omissions in any form or document provided by the Subscriber, including this Agreement and the appendices and schedules hereto, in connection with the subscription for the Units;

- (b)** to negotiate and settle documents related to the Private Placement including any opinions, certificates or other documents addressed to the Subscriber;
- (c)** to extend or shorten any time periods and to modify or waive, in whole or in part, any representations, warranties, covenants or conditions for the Subscriber's benefit contained in this Agreement or any ancillary or related document, provided that such extensions, modifications, or waivers do not materially affect the Subscriber's obligations or rights under this Agreement; and
- (d)** to correct any errors in, or complete any minor information missing from this Agreement the Form for Accredited Investors (Schedule B), the Certificate of Close Family, Close Personal Friends and Close Business Associates (Schedule C), the Foreign Subscriber's Certificate (Schedule D), or the Form 4C – Corporate Placee Form (Schedule E) which have been executed by the Subscriber.

3.2 The power of attorney is irrevocable, is coupled with an interest, and has been given for valuable consideration, the receipt and adequacy of which is acknowledged. The power of attorney and other rights and privileges granted under this Section will survive any legal or mental incapacity, dissolution, bankruptcy or death of the Subscriber. The power of attorney extends to the heirs, executors, administrators, other legal representatives and successors, transferees and assigns of the Subscriber. Any person dealing with the Subscriber's Agent may conclusively presume and rely upon the fact that any document, instrument or agreement executed by the Subscriber's Agent pursuant to this power of attorney is authorised and binding on the Subscriber, without further inquiry. The Subscriber agrees to be bound by any representations or actions made or taken by the Subscriber's Agent pursuant to this power of attorney, and waives any and all defences that may be available to contest, negate or disaffirm any action of the Subscriber's Agent taken in good faith under this power of attorney.

4. REPRESENTATIONS, WARRANTIES, COVENANTS AND ACKNOWLEDGEMENTS OF THE SUBSCRIBER

4.1 The Subscriber (on its own behalf and, including if applicable, on behalf of each Disclosed Principal) acknowledges, represents, warrants and covenants to and with the Issuer that, as at the date given above and at the Closing Date:

- (a)** no prospectus has been filed by the Issuer with any of the Commissions in connection with the issuance of the Units, such issuance is exempted from the prospectus requirements of applicable Securities Laws and that:
 - (i)** the Subscriber is restricted from using most of the civil remedies available under applicable Securities Laws;
 - (ii)** the Subscriber may not receive information that would otherwise be required to be provided to it in an offering that is registered under applicable Securities Laws or under applicable securities laws of the United States; and
 - (iii)** the Issuer is relieved from certain obligations that would otherwise apply under applicable Securities Laws;
- (b)** the Subscriber certifies that it and, if applicable, each Disclosed Principal is resident and located in the jurisdiction set out under "Subscriber's Residential or Head Office Address" on the first page of this Agreement, which address is the residence or principal place of business of the Subscriber, or Disclosed Principal, as the case may be, and such address was not obtained or used solely for the purpose of acquiring the Subscriber's Units;
- (c)** the Subscriber is either:

- (i)** resident in Canada and, if an individual investor, has completed and the Form for Individual Accredited Investors attached as Schedule B or, if claiming an exemption as family, friend or business associate, has completed and signed the Certificate of Close Family, Close Personal Friends and Close Business Associates attached as Schedule C;
- (ii)** resident in a jurisdiction other than Canada or the United States of America and, if an individual investor, has completed and signed the Form for Individual Accredited Investors attached as Schedule B or, if claiming an exemption as family, friend or business associate, has completed and signed Certificate of Close Family, Close Personal Friends and Close Business Associates attached as Schedule C and the Investor confirms that:

 - (1) the securities laws applicable to the Investor do not require the Issuer 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
 - (2) the delivery of this Agreement by the Issuer 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 Issuer to become subject to any disclosure, prospectus, registration or reporting requirements under any such securities laws.
- (d)** The Investor has received no document purporting to describe the business and affairs of the Issuer that has been prepared primarily for delivery to and review by prospective investors so as to assist those investors to make an investment decision in respect of the Purchased Shares.
- (e)** The Investor has been advised to consult its own legal advisors with respect to trading of the Purchased Shares and with respect to resale restrictions imposed by applicable securities laws in the jurisdiction in which the Investor is resident, that no representation has been made respecting the applicable hold periods or other resale restrictions applicable to such Purchased Shares, that the Investor (or others to whom the Investor is contracting hereunder) is solely responsible (and the Issuer is in no way responsible) for compliance with applicable resale restrictions and the Investor is aware that the Investor may not be able to resell such securities except in accordance with limited exemptions under applicable securities laws.
- (f)** The Investor will provide the Issuer with such information and execute such documents, including certificates and statutory declarations, as the Issuer may reasonably require from time to time in order to comply with applicable securities laws.
- (g)** if the Subscriber or the Disclosed Principal is resident in Canada, the Subscriber or, if the Subscriber is purchasing on behalf of a Disclosed Principal, that Disclosed Principal:

 - (i)** is an Accredited Investor, by virtue of the fact that the Subscriber or such Disclosed Principal, as the case may be, falls within one or more of the sub-paragraph(s) of the definition of Accredited Investor set out in Schedule B (the Subscriber having checked the sub-paragraph(s) applicable to the Subscriber or such Disclosed Principal, as the case may be) and neither the Subscriber nor such Disclosed Principal has been created or is being used primarily to permit the purchase of the Units without a prospectus; or
 - (ii)** is resident in Canada and is a close relative, close personal friend or close business associate of a director, executive officer or control person of the Issuer

by virtue of the fact that the Subscriber falls within one or more of the criteria set out in Schedule C (the Subscriber having checked the sub-paragraph(s) applicable to the Subscriber); or

- (iii) is a corporation that is purchasing sufficient Units so that the aggregate acquisition cost of the Subscriber's Units is not less than \$150,000 and the Subscriber or such Disclosed Principal, as the case may be, is not a corporation created solely to permit the purchase of the Subscriber's Units without a prospectus by a group of individuals whose individual share of the aggregate acquisition cost of the Subscriber's Units is less than \$150,000; or
- (iv) is an employee, executive officer, director or consultant of the Issuer or of a related entity of the Issuer;
- (h) the Subscriber, or Disclosed Principal, if any:

 - (i) is not a discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. Person by a professional fiduciary organized, incorporated, or (if an individual) resident in the United States; or
 - (ii) is not, and is not purchasing the Subscriber's Units for the account or benefit of, a U.S. Person under the U.S. Securities Act or for resale in the United States or to a U.S. Person in violation of United States federal or state securities laws, was not offered the Subscriber's Units in the United States, at the time the purchase order originated was outside the United States, and did not execute or deliver this Subscription Agreement or related documents in the United States, and acknowledges that none of the Securities have been, nor will they be, registered under the U.S. Securities Act or the securities laws of any state, and (A) may not be offered or sold in the United States or to, or for the account or benefit of, a U.S. Person, unless an exemption from the registration requirements under the U.S. Securities Act and applicable state securities laws is available, (B) agrees not to offer, or sell the Securities in the United States or to a U.S. Person, unless registered under the U.S. Securities Act or an exemption from registration under the U.S. Securities Act and applicable state securities laws is available;
- (i) if the Subscriber or the Disclosed Principal is resident and located outside of Canada and the United States, the Subscriber and the Disclosed Principal, if applicable:

 - (i) is knowledgeable of, or has been independently advised as to the applicable securities laws of the securities regulatory authorities (the "**Authorities**") having application in the jurisdiction where the Subscriber or the Disclosed Principal is resident (the "**International Jurisdiction**") which would apply to the acquisition of the Subscriber's Units, if any;
 - (ii) is purchasing the Subscriber's Units pursuant to exemptions from the prospectus and registration requirements under the applicable securities laws of the Authorities in the International Jurisdiction or, if such is not applicable, the Subscriber and the Disclosed Principal, if any, is permitted to purchase the Subscriber's Units under the applicable securities laws of the Authorities in the International Jurisdiction without the need to rely on any exemption;
 - (iii) confirms that the applicable securities laws of the Authorities in the International Jurisdiction do not require the Issuer to make any filings or seek any approvals of any nature whatsoever from any Authority of any kind whatsoever in the International Jurisdiction in connection with the issue and sale or resale of the Common Shares, the Warrants and the Underlying Shares; and

- (iv)** confirms that the purchase of the Subscriber's Units by the Subscriber does not trigger:
 - (1)** an obligation of the Issuer to prepare and file a registration statement, prospectus or similar document, or any other report with respect to such purchase in the International Jurisdiction; or
 - (2)** continuous disclosure reporting obligations of the Issuer in the International Jurisdiction; and
 - (3)** the Subscriber will, if requested by the Issuer, comply with such other requirements as the Issuer may reasonably require;
- (j)** no person has made to the Subscriber or any Disclosed Principal, if applicable, any written or oral representations:
 - (i)** that any person will resell or repurchase any of the Units;
 - (ii)** that any person will refund the purchase price of any of the Units;
 - (iii)** as to the future price or value of any of the Units; or
 - (iv)** that any of the Issuer's securities will be or will continue to be listed and posted for trading on a stock exchange or that application has been made to list and post any of the Issuer's securities for trading on a stock exchange;
- (k)** the Subscriber or, the Disclosed Principal, as the case may be, will not become a "control person" (as defined in the Ontario Act) by virtue of the purchase of the Subscriber's Units, and does not intend to act in concert with any other person to form a control group of the Issuer;
- (l)** this subscription has not been solicited in any other manner contrary to applicable Securities Laws and the Subscriber acknowledges that the Subscriber will not receive an offering memorandum or other disclosure document in respect of the Issuer or the Units;
- (m)** neither the Subscriber nor any Disclosed Principal, if applicable, has knowledge of a "material fact" or "material change" (as those terms are defined in the Ontario Act) in the affairs of the Issuer that has not been generally disclosed to the public;
- (n)** the Subscriber's decision to tender this offer and purchase the Subscriber's Units has not been made as a result of any verbal or written representation as to fact or otherwise made by or on behalf of the Issuer or any other person and is based entirely upon this Agreement and currently available public information concerning the Issuer;
- (o)** the Issuer will have the right to accept this subscription offer in whole or in part and the acceptance of this subscription offer will be conditional upon the sale of the Subscriber's Units to the Subscriber or the Disclosed Principal, as the case may be, being exempt from the prospectus and registration requirements under applicable Securities Laws;
- (p)** the Subscriber has the legal capacity and competence to enter into and execute this Agreement and to take all actions required pursuant hereto and, if an individual is of full age of majority, in the jurisdiction in which the Subscriber is resident, if the Subscriber is a corporation it is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation, and if the Subscriber is not an individual, the Subscriber has all necessary approvals by its directors, shareholders, partners, trustees or others to authorize the execution and delivery of this Agreement on behalf of the Subscriber;

- (q) the entering into of this Agreement and the transactions contemplated hereby will not result in the violation of any of the terms and provisions of any law applicable to, or the constating documents of, the Subscriber or any Disclosed Principal, if applicable, or of any agreement, written or oral, to which the Subscriber or the Disclosed Principal, if applicable, may be a party or by which it is or may be bound;
- (r) the Subscriber has obtained all necessary consents and authorities to enable it to agree to subscribe for the Units and to perform its obligations under this Agreement and the Subscriber has otherwise observed all applicable laws, obtained any requisite governmental or other consents, complied with all requisite formalities and paid any issue, transfer or other taxes due in any territory in connection with its acceptance and the Subscriber has not taken any action which will or may result in the Issuer acting in breach of any regulatory or legal requirements of any territory in connection with the Private Placement or the Subscriber's subscription;
- (s) this Agreement has been duly executed and delivered by the Subscriber and constitutes a legal, valid and binding obligation of the Subscriber enforceable against the Subscriber and, if applicable, the Disclosed Principal;
- (t) the Subscriber has been advised to consult its own legal advisors with respect to tax matters and the applicable hold periods imposed in respect of the Units by applicable securities legislation and regulatory policies and confirms that no representations by the Issuer have been made, other than those expressly stated herein, respecting tax matters or the hold periods applicable to the Units;
- (u) the Subscriber and, if applicable, each Disclosed Principal is aware of the risks and other characteristics of the Units, including the risk that the Subscriber may lose its entire investment, and of the fact that the Subscriber and, if applicable, each Disclosed Principal may not be able to resell the Units purchased by it except in accordance with the applicable securities legislation and regulatory policies and that the Common Shares and the Warrants (and the Underlying Shares if issued before the date which is four months and one day after the Closing Date) may be subject to resale restrictions and may bear a legend to this effect;
- (v) the certificates representing the Common Shares and the Warrants (and the Underlying Shares if issued before the date which is four months and one day after the Closing Date), if issued prior to the day which is four months and one day following the Closing Date, will bear the following legend as required by National Instrument 45-102 substantially in the following form and with the necessary information inserted:
- “UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER [INSERT CLOSING DATE].”**
- and such other legend or legends required by applicable Securities Laws or the policies of the Exchange.
- In addition to the legend above, if the Subscriber is a director, officer or Promoter (as that term is defined in policies of the Exchange), the certificates representing the Common Shares, the Warrants and the Underlying Shares will bear the form of legend, if any, required by the Exchange.
- (w) if required by applicable securities legislation, policy or order or by any securities commission, stock exchange or other regulatory authority, the Subscriber and, if applicable, each Disclosed Principal will execute, deliver, file and otherwise assist the Issuer in filing, such reports, undertakings and other documents with respect to the issue of the Common Shares, the Warrants and Underlying Shares as may be required;

- (x) the funds which will be advanced by the Subscriber to the Issuer hereunder, as applicable, will not represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (the "PCMLTFA") and the Subscriber acknowledges that the Issuer may in the future be required by law to disclose the Subscriber's name and other information relating to this Agreement and the Subscriber's subscription hereunder, on a confidential basis, pursuant to the PCMLTFA. To the best of the Subscriber's knowledge (a) 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 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 the Subscriber, and (b) it shall promptly notify the Issuer if the Subscriber discovers that any of such representations ceases to be true, and to provide the Issuer with appropriate information in connection therewith;
- (y) the Subscriber is not entitled to be paid any commission in relation to its participation in the Private Placement;
- (z) the Subscriber and, if applicable, each Disclosed Principal has not purchased the Units as a result of any form of General Solicitation or General Advertising, including advertisements, articles, notices or other communication published in any newspaper, magazine or similar media or on the internet or broadcast over radio, television or internet or any seminar or meeting whose attendees have been invited by General Solicitation or General Advertising;
- (aa) the Subscriber has not received or been provided with, nor has it requested, nor does it have any need to receive, any offering memorandum, any prospectus, any sales or advertising literature, or any other document describing or purporting to describe the business and affairs of the Issuer which has been prepared for delivery to, and review by, prospective purchasers in order to assist in making an investment decision in respect of the Units;
- (bb) the Subscriber or, if applicable, each Disclosed Principal has such knowledge in financial and business affairs as to be capable of evaluating the merits and risks of its investment and is able to bear the economic risk of the loss of its entire investment in the Units;
- (cc) the Subscriber agrees that the Issuer may be required by law or otherwise to disclose to regulatory authorities the identity of the Subscriber and if applicable the beneficial purchaser for whom the Subscriber may be acting; and
- (dd) the Subscriber agrees that the above representations, warranties, covenants and acknowledgements in this subsection will be true and correct both as of the execution of this Agreement and as of the Closing Date and will survive the Closing Date for a period of two years.
- (ee) **THERE ARE RISKS ASSOCIATED WITH THE PURCHASE OF THE COMMON SHARES, THE WARRANTS AND THE UNDERLYING SHARES AND THE SUBSCRIBER MAY LOSE HIS, HER OR ITS ENTIRE INVESTMENT.**

4.2 The foregoing representations, warranties, covenants and acknowledgements are made by the Subscriber with the intent that they be relied upon by the Issuer and its counsel in determining its suitability as a purchaser of Units. The Subscriber undertakes to notify the Issuer 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.

5. WITHDRAWAL OF SUBSCRIPTION

5.1 The Subscriber reserves the right to withdraw this subscription and to terminate its obligations hereunder at any time before the Closing only if the Agent terminate their obligations with respect to the

Private Placement under the Agency Agreement and hereby appoints each Agent as its agent for the purpose of notifying the Issuer of the withdrawal or termination of this subscription in such circumstances and the Subscriber agrees that the Subscriber may not otherwise withdraw or revoke this subscription.

6. CLOSING

6.1 Delivery of the Units and payment of the Aggregate Subscription Price will be completed at Closing at the offices of the Issuer's legal counsel, at 1400-340 Albert Street, Ottawa, ON K1R 0A5 on the Closing Date or at such other place as the Issuer may designate. If, prior to the Closing Time, the terms and conditions contained in this Agreement have been complied with, the Issuer will deliver certificates representing the Units and such other documentation as may be required pursuant to this Agreement.

6.2 The obligations of the parties hereunder are subject to all required regulatory approvals being obtained.

The Subscriber acknowledges and agrees that the obligations of the Issuer hereunder are conditional on the accuracy of the representations and warranties of the Subscriber contained in this Agreement as of the date of this Agreement, and as of the Closing Date as if made at and as of the Closing Date, and the fulfillment of the following additional conditions as soon as possible and in any event not later than the Closing Date:

- (a) the Issuer having accepted this Agreement;
- (b) payment by the Subscriber of the Aggregate Subscription Price by certified cheque, money order, bank draft or other acceptable means in Canadian dollars payable to the Issuer;
- (c) the Subscriber having properly completed, signed and delivered this Agreement (with payment), to:

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

Attention: Brian Crawford
Tel: 905.681.1925
Fax: 903.681.3648
Email: bcrawford@gtaresources.com

- (d) and the Subscriber having properly completed, signed and delivered, as applicable, Schedule B, C, D and E and any further documentation as required under applicable Securities Laws or any stock exchange or other regulatory authority and the Subscriber covenants and agrees to do so upon request by the Issuer.

7. RESALE RESTRICTIONS AND ACCELERATION

7.1 The Subscriber understands and acknowledges that the Common Shares, the Warrants and the Underlying Shares will be subject to certain resale restrictions under applicable Securities Laws and applicable state securities laws and the Exchange's policies during the resale restricted period, the terms of which may be endorsed on the certificates representing such Common Shares, Warrants and Underlying Shares as a printed legend, and the Subscriber agrees to comply with such resale restrictions. The Subscriber also acknowledges that it has been advised to consult its own independent legal advisor with respect to the applicable resale restrictions and the Subscriber or, if applicable, the Disclosed Principal is solely responsible (and the Issuer is not responsible) for complying with such restrictions and the Issuer is not responsible for ensuring compliance by the Subscriber or, if applicable, the Disclosed Principal with the applicable resale restrictions.

8. USE OF PERSONAL INFORMATION

8.1 The Subscriber (on its own behalf and, if applicable, on behalf of any Disclosed Principal) acknowledges and consents to the fact the Issuer is collecting the Subscriber's (and any Disclosed Principal) personal information for the purpose of completing the Subscriber's subscription. The Subscriber (on its own behalf and, if applicable, on behalf of any Disclosed Principal) acknowledges and consents to the Issuer retaining the personal information for as long as permitted or required by applicable law or business practices. The Subscriber (on its own behalf and, if applicable, on behalf of any Disclosed Principal) further acknowledges and consents to the fact the Issuer may be required by applicable securities laws, Exchange rules, and Investment Industry Regulatory Organization of Canada rules to provide regulatory authorities any personal information provided by the Subscriber respecting itself (and any Disclosed Principal). The Subscriber represents and warrants that it has the authority to provide the consents and acknowledgements set out in this section on behalf of all Disclosed Principals.

8.2 The Subscriber and each Disclosed Principal, if applicable, hereby acknowledges and consents to: (i) the disclosure by the Subscriber and the Issuer of Personal Information (defined below) concerning the Subscriber to the Regulatory Authorities, or to the Exchange and its affiliates, authorized agent, subsidiaries and divisions; and (ii) the collection, use and disclosure of Personal Information by the Exchange for the following purposes (or as otherwise identified by the Exchange, from time to time):

- (a) to conduct background checks;
- (b) to verify the Personal Information that has been provided about the Subscriber;
- (c) to consider the suitability of the Subscriber as a holder of securities of the Issuer;
- (d) to consider the eligibility of the Issuer to continue to list on the Exchange;
- (e) to provide disclosure to market participants as the security holdings of the Issuer's shareholders, and their involvement with any other reporting issuers, issuers subject to a cease trade order or bankruptcy, and information respecting penalties, sanctions or personal bankruptcies, and possible conflicts of interest with the Issuer;
- (f) to detect and prevent fraud;
- (g) to conduct enforcement proceedings; and
- (h) to perform other investigations as required by and to ensure compliance with all applicable rules, policies, rulings and regulations of the Exchange, securities legislation and other legal and regulatory requirements governing the conduct and protection of the public markets in Canada.

8.3 The Subscriber also acknowledges that: (i) the Exchange also collects additional Personal Information from other sources, including securities regulatory authorities in Canada or elsewhere, investigative law enforcement or self-regulatory organizations, and regulations service providers to ensure that the purposes set forth above can be accomplished; (ii) the Personal Information the Exchange collects may also be disclosed to the agencies and organizations referred to above or as otherwise permitted or required by law, and they may use it in their own investigations for the purposes described above; (iii) the Personal Information may be disclosed on the Exchange's website or through printed materials published by or pursuant to the direction of the Exchange; and (iv) the Exchange may from time to time use third parties to process information and provide other administrative services, and may share the information with such providers.

8.4 If the Subscriber is resident in Ontario, the public official who can answer questions about the Ontario Securities Commission's indirect collection of Personal Information is the 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.

8.5 Herein, “**Personal Information**” means any information about the Subscriber required to be disclosed to a Securities Commission or the Exchange, whether pursuant to a Securities Commission or Exchange form or a request made by a Securities Commission or the Exchange.

9. MISCELLANEOUS

9.1 The Subscriber consents to the filing of Agreement, the Form for Accredited Investors (Schedule B), the Certificate of Close Family, Close Personal Friends and Close Business Associates (Schedule C), the Foreign Subscriber’s Certificate (Schedule D) or the Form 4C – Corporate Placee Form (Schedule E) and any other documents as may be required to be filed with any stock exchange or securities regulatory authority in connection with the Private Placement.

9.2 This Agreement, which includes any interest granted or right arising under this Agreement, may not be assigned or transferred.

9.3 Except as expressly provided in this Agreement and in the agreements, instruments and other documents contemplated or provided for herein, this Agreement contains the entire agreement between the Parties with respect to the Units and there are no other terms, conditions, representations or warranties whether expressed, implied, oral or written, by statute, by common law, by the Issuer or by anyone else.

9.4 This Agreement enures to the benefit of and is binding upon the Parties and, as the case may be, their respective heirs, executors, administrators and, successors.

9.5 A Party will give all notices or other written communications to the other Party concerning this Agreement by hand or by registered mail addressed to such other Party’s respective address which is noted on the cover page of this Agreement.

9.6 The parties hereby agree 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 only. 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 anglais.

9.7 This Agreement may be executed in counterparts, each of which when delivered will be deemed to be an original and all of which together will constitute one and the same document and the Issuer will be entitled to rely on delivery by facsimile machine of an executed copy of this subscription, and acceptance by the Issuer of such facsimile copy will be equally effective to create a valid and binding agreement between the Subscriber and the Issuer as if the Issuer had accepted the subscription originally executed by the Subscriber.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

TERM SHEET

Issuer:	GTA Resources and Mining Inc. (the "Issuer").
Issue:	Private placement (the "Offering") of common units (the "Units") of the Issuer.
Issue Price:	\$0.05 per Unit
Offering Size:	2,000,000 Units for aggregate gross proceeds of \$100,000.
Units:	Each Unit shall consist of one common share of the Issuer and one common share purchase warrant (a "Warrant"). Each Warrant shall entitle the holder thereof to acquire one common share of the Issuer at a price of \$0.05 per common share for a period of 12 months following the Closing Date.
Use of Proceeds:	The net proceeds from the sale of the Units will be used for working capital, due diligence and general corporate purposes.
Listing:	The common shares of the Issuer are listed on the TSX-V under the trading symbol "GTA".
Closing Date:	On or about October 15, 2017, or such other date as is agreed to.
Reporting Issuer and Resale:	The Issuer is a reporting issuer in the Provinces of British Columbia, Alberta and Ontario. It shall be a condition of closing that the Offered Securities will not be subject to any hold or restricted period in Canada that extends beyond four months and one day after the Closing Date.
Selling Jurisdictions:	Ontario, British Columbia, and Alberta and such other jurisdictions within and outside of Canada as may be agreed to by the Subscriber and the Issuer.

Schedule B
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 below (**YOU MUST ALSO INITIAL THE APPROPRIATE LINE BELOW**); 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:

- (a) 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
- (b) 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 B are in Canadian dollars.

Exhibit I to Schedule B
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
• 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.)	
• 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.	
• 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.	
• 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.

**SCHEDULE C
CERTIFICATE OF CLOSE FAMILY, CLOSE PERSONAL FRIENDS AND
CLOSE BUSINESS ASSOCIATES**

TO: GTA Resources and Mining Inc. (the “Corporation”)

In connection with the proposed purchase by the undersigned subscriber or if applicable, the Disclosed Principal on whose behalf the subscriber is purchasing as agent (the “**Subscriber**”) of Units (the “**Securities**”) of the Corporation, the Subscriber represents, warrants, covenants and certifies that:

1. the Subscriber is purchasing the Securities as principal for its own account, and not for the benefit of another, pursuant to applicable securities laws (**YOU MUST ALSO INITIAL THE APPLICABLE ITEMS ON EXHIBIT I OF THIS CERTIFICATE AND OTHERWISE COMPLETE THE EXHIBIT AS REQUIRED**);
2. the Subscriber is resident in the province, territory or state and in the country indicated on the Execution Page (page 1) of this Subscription Agreement;
3. these representations, warranties, covenants and certifications 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 Subscriber’s Securities and will survive the completion of the issue of the Subscriber’s Securities; and
4. these representations, warranties, covenants and certifications are made by the Subscriber with the intent that they be relied upon in determining the suitability of the Subscriber as a purchaser of the Securities, and the Subscriber undertakes to immediately notify the Corporation of any change in any statement or other information relating to the Subscriber set forth herein which takes place prior to the closing time of the purchase and sale of the Subscriber’s Securities.

Dated: _____, 2017.

Print name of Subscriber

By:

Signature

Print name of signatory (if different from
Subscriber)

Title

IMPORTANT:

- I. **PLEASE INITIAL AND COMPLETE THE APPLICABLE ITEM(S) ON EXHIBIT I OF THIS CERTIFICATE AND, IF APPLICABLE, COMPLETE EXHIBIT II OF THIS CERTIFICATE, AS REQUIRED.**
- II. **FOR A DEFINITION OF CERTAIN TERMS USED IN THIS SCHEDULE AND ITS APPENDICES, PLEASE REFER TO EXHIBIT I TO SCHEDULE C OF THIS SUBSCRIPTION AGREEMENT.**

**EXHIBIT I
TO SCHEDULE C**

**DEFINITIONS OF "CLOSE FAMILY, CLOSE PERSONAL FRIENDS AND
CLOSE BUSINESS ASSOCIATES"**

INSTRUCTIONS:

- (1) Prior to completing this Schedule C, please carefully review the definitions set forth herein.
- (2) The Subscriber must initial beside the applicable item(s) set out below.
- (3) **If the Subscriber is resident in Ontario, the Subscriber must complete and execute the relevant sections of Exhibit II of Schedule C.**
- (4) **If the Subscriber is resident in Saskatchewan, the Subscriber must complete and execute Exhibit III of Schedule C as noted below.**

The Subscriber is:

- _____ (i) a director, executive officer or control person of the Corporation, or of an affiliate of the Corporation,
- _____ (ii) a spouse, parent, grandparent, brother, sister, child or grandchild of _____ (**insert name**), a
- (a) director
- (b) executive officer, or
- (c) control person
- (check one)** of the Corporation, or of an affiliate of the Corporation,
- _____ (iii) a parent, grandparent, brother, sister, child or grandchild of the spouse of _____ (**insert name**), a
- (a) director
- (b) executive officer, or
- (c) control person
- (check one)** of the Corporation, or of an affiliate of the Corporation,
- _____ (iv) a founder of the Corporation or a spouse, parent, grandparent, brother, sister, child or grandchild of a founder of the Corporation, and the founder is _____ (**insert name**),
- _____ (v) a parent, grandparent, brother, sister, child or grandchild of a spouse of _____ (**insert name**), a founder of the Corporation,
- _____ (vi) a close personal friend of a director, executive officer or control person of the Corporation or of an affiliate of the Corporation, who has known _____ (**insert name of close personal friend**), a
- (a) director
- (b) executive officer, or
- (c) control person
- (check one)** of the Corporation for _____ (**insert time period**) and is able to assess the capabilities and trustworthiness of such director, executive officer or control person and to obtain information from him/her with respect to this investment in the Securities by virtue of (**insert brief description of nature and length of relationship and frequency of contact**)
-
-

and if resident in Saskatchewan has duly executed and delivered Exhibit III of Schedule C.

_____ (vii) a close business associate of a director, executive officer or control person of the Corporation, or of an affiliate of the Corporation who has had a number of prior business dealings with _____ **(insert name of close business associate)**, a

- (a) director
- (b) executive officer, or
- (c) control person

(check one) of the Corporation for _____ **(insert time period)** and is able to assess the capabilities and trustworthiness of such director, executive officer or control person and to obtain information from them with respect to this investment in the Securities by virtue of **(insert brief description of nature and length of the specific business relationship and frequency of contact)**

and if resident in Saskatchewan has duly executed and delivered Exhibit III of Schedule C.

_____ (viii) a close personal friend of a founder of the Corporation who has known _____ **(insert name of founder that is the close personal friend)**, a founder of the Corporation for _____ **(insert time period)** and is able to assess the capabilities and trustworthiness of the founder and to obtain information from them with respect to this investment in the Securities by virtue of **(insert brief description of nature and length of relationship and frequency of contact)**

and if resident in Saskatchewan has duly executed and delivered Exhibit III of Schedule C.

_____ (ix) a close business associate of a founder of the Corporation who has had a number of prior business dealings with _____ **(insert name of founder that is close business associate)**, a founder of the Corporation for _____ **(insert time period)** and is able to assess the capabilities and trustworthiness of the founder and to obtain information from him/her with respect to this investment in securities by virtue of **(insert brief description of nature and length of the specific business relationship and frequency of contact)**

and if resident in Saskatchewan has duly executed and delivered Exhibit III of Schedule C.

- _____ (x) a person of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, persons described in paragraphs (i) to (ix), provided must clearly set out the relationship and provide the details set out above for each of the beneficiaries or directors (**attach separate document providing the details of relationship**) and **in respect of any close personal friends or business associates, if any of them is resident in Saskatchewan has duly and executed Exhibit III of Schedule C**, or
- _____ (xi) a trust or estate of which all of the beneficiaries or a majority of the trustees or executors are persons described in paragraphs (i) to (ix), provided must clearly set out the relationship and provide the details set out above for each of the beneficiaries, trustees or executors (**attach separate document providing the details of relationship**) and **in respect of any close personal friends or business associates, if any of them is resident in Saskatchewan has duly and executed Exhibit III of Schedule C**..

All dollar amounts referred to in this Schedule are expressed in Canadian dollars.

For the purposes of this Exhibit, the term “**close personal friend**” is an individual who knows the director, executive officer, founder or control person well enough and has known them for a sufficient period of time to be in a position to assess their capabilities and trustworthiness and to obtain information from them with respect to the investment. The term “close personal friend” can include a family member who is not already specifically identified in the exemption if the family member satisfies the criteria described above. An individual is not a “close personal friend” solely because the individual is a relative; member of the same club, organization, association or religious group; a co-worker, colleague or associate at the same workplace; a client, customer, former client or former customer; a mere acquaintance; or connected through some form of social media, such as Facebook, Twitter or LinkedIn. The relationship between the individual and the director, executive officer, founder or control person must be direct. A relationship that is primarily founded on participation in an Internet forum would not be considered to be that of a “close personal friend”.

For the purposes of this Exhibit, the term “**close business associate**” is an individual who has had sufficient prior business dealings with the director, executive officer, founder or control person to be in a position to assess their capabilities and trustworthiness and to obtain information from them with respect to the investment. An individual is not a “close business associate” solely because the individual is a member of the same club, organization, association or religious group; a co-worker, colleague or associate at the same workplace; a client, customer, former client or former customer; a mere acquaintance; or connected through some form of social media, such as Facebook, Twitter or LinkedIn. The relationship between the individual and the director, executive officer, founder or control person must be direct. A relationship that is primarily founded on participation in an Internet forum would not be considered to be that of a “close business associate”.

**Exhibit II to Schedule C
Form 45-106F12
Ontario Residents Only
Risk Acknowledgement Form for Family, Friend and
Business Associate 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	
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.
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. The information you receive may be limited to the information provided to you by the family member, friend or close business associate specified in section 3 of this form.	

3. Family, friend or business associate status

You must meet one of the following criteria to be able to make this investment. Initial the statement that applies to you:

Your initials

A) You are:

1) *[check all applicable boxes]*

- a director of the issuer or an affiliate of the issuer
- an executive officer of the issuer or an affiliate of the issuer
- a control person of the issuer or an affiliate of the issuer
- a founder of the issuer

OR

2) *[check all applicable boxes]*

- a person of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, (i) individuals listed in (1) above and/or (ii) family members, close personal friends or close business associates of individuals listed in (1) above
- a trust or estate of which all of the beneficiaries or a majority of the trustees or executors are (i) individuals listed in (1) above and/or (ii) family members, close personal friends or close business associates of individuals listed in (1) above

B) You are a family member of _____ *[Instruction: Insert the name who is your relative either directly or through his or her spouse]*, who holds the following position at the issuer or an affiliate of the issuer: .

You are the _____ of that person or that person's spouse.
[Instruction: To qualify for this investment, you must be (a) the spouse of the person listed above or (b) the parent, grandparent, brother, sister, child or grandchild of that person or that person's spouse.]

C) You are a close personal friend of _____ *[Instruction: Insert the name personal friend]*, who holds the following position at the issuer or an affiliate of the issuer:

You have known that person for _____ years.

D) You are a close business associate of _____ [Instruction: Insert the name of business associate], who holds the following position at the issuer or an affiliate of the issuer:

You have known that person for _____ years.

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. You also confirm that you are eligible to make this investment because you are a family member, close personal friend or close business associate of the person identified in section 5 of this form.

First and last name (please print):

Signature:

Date:

SECTION 5 TO BE COMPLETED BY PERSON WHO CLAIMS THE CLOSE PERSONAL RELATIONSHIP, IF APPLICABLE

5. Contact person at the Issuer or an affiliate of the issuer

(Instruction: To be completed by the director, executive officer, control person or founder with whom the purchaser has a close personal relationship indicated under sections 38, C or D of this form.)

By signing this form, you confirm that you have, or your spouse has, the following relationship with the purchaser: [check the box that applies]

- family relationship as set out in section 3B of this form
- close personal friendship as set out in section 3C of this form
- close business associate relationship as set out in section 3D of this form

First and last name of contact person (please print):

Position with the issuer or affiliate of the issuer (director, executive officer, control person or founder):

Telephone:

Email:

Signature:

Date:

SECTION 6 TO BE COMPLETED BY THE ISSUER

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.

Signature of executive officer of the issuer (other than the purchaser):

Date:

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.*
- 3. The purchaser, an executive officer who is not the purchaser and, if applicable, the person who claims the close personal relationship to the purchaser must sign this form. Each of the purchaser, contact person at the issuer and the issuer must receive a copy of this form signed by the purchaser. The issuer is required to keep a copy of this form for 8 years after the distribution.*
- 4. The detailed relationships required to purchase securities under this exemption are set out in section 2.5 of National Instrument 45-106 Prospectus and Registration Exemptions. For guidance on the meaning of "close personal friend" and "close business associate", please refer to sections 2.7 and 2.8, respectively, of Companion Policy 45-106CP Prospectus and Registration Exemptions.*

SASKATCHEWAN RESIDENTS ONLY

Form 45-106F5

Risk Acknowledgement

Saskatchewan Close Personal Friends and Close Business Associates

I acknowledge that this is a risky investment:

- I am investing entirely at my own risk.
- No securities regulatory authority or regulator has evaluated or endorsed the merits of these securities.
- The person selling me these securities is not registered with a securities regulatory authority or regulator and has no duty to tell me whether this investment is suitable for me. **[Instructions: delete if sold by a registrant.]**
- I will not be able to sell these securities for 4 months.
- I could lose all the money I invest.
- I do not have a 2-day right to cancel my purchase of these securities or the statutory rights of action for misrepresentation I would have if I were purchasing the securities under a prospectus. I do have a 2-day right to cancel my purchase of these securities if I receive an amended offering document.

I am investing \$ _____ **[total consideration]** in total; this includes any amount I am obliged to pay in future.

I am a close personal friend or close business associate of _____ **[state name]**, who is a _____ **[state title - founder, director, executive officer or control person]** of _____ **[state name of issuer or its affiliate – if an affiliate state “an affiliate of the issuer” and give the issuer’s name].**

I acknowledge that I am purchasing based on my close relationship with _____ **[state name of founder, director, executive officer or control person]** whom I know well enough and for a sufficient period of time to be able to assess her/his capabilities and trustworthiness.

I acknowledge that this is a risky investment and that I could lose all the money I invest.

Date

Signature of Subscriber

Print name of Subscriber

Sign 2 copies of this document. Keep one copy for your records.

WARNING

You are buying Exempt Market Securities

They are called exempt market securities because two parts of securities law do not apply to them. If an issuer wants to sell exempt market securities to you:

- the issuer does not have to give you a prospectus (a document that describes the investment in detail and gives you some legal protections), and
- the securities do not have to be sold by an investment dealer registered with a securities regulatory authority or regulator.

There are restrictions on your ability to resell exempt market securities. Exempt market securities are more risky than other securities.

You may not receive any written information about the issuer or its business

If you have any questions about the issuer or its business, ask for written clarification before you purchase the securities. You should consult your own professional advisers before investing in the securities.

You will not receive advice [*Instruction: Delete if sold by registrant*]

Unless you consult your own professional advisers, you will not get professional advice about whether the investment is suitable for you.

For more information on the exempt market, refer to the Saskatchewan Financial Services Commission's website at <http://www.sfsc.gov.sk.ca>.

[Instruction: The purchaser must sign 2 copies of this form. The purchaser and the issuer must each receive a signed copy.]

SCHEDULE D
FOREIGN SUBSCRIBER'S CERTIFICATE
(Residents of Jurisdictions other than Canada and the United States)

1. The undersigned Subscriber, a resident of a jurisdiction other than Canada or the United States, hereby represents and warrants, as an integral part of the attached Subscription Agreement, that he, she or it is correctly and in all respects described by the category or categories set out directly next to which the Subscriber has marked below.

2. The Subscriber is, and each beneficial purchaser for whom the Subscriber may be acting as trustee or agent is, a resident of a country (an "**International Jurisdiction**") other than Canada or the United States and the decision to subscribe for Units was taken in such International Jurisdiction.

3. The delivery of the Subscription Agreement, the acceptance of it by the Issuer and the issuance of the Units to the Subscriber, or any beneficial purchaser, complies with all laws applicable to the Subscriber and such beneficial purchaser, including the laws of such Subscriber's jurisdiction of residence, and all other applicable laws, and will not cause the Issuer to become subject to, or require it to comply with, any disclosure, prospectus, filing or reporting requirements under any applicable laws of the International Jurisdiction.

4. The Subscriber, and each such beneficial purchaser, is knowledgeable of, or has been independently advised as to, the application or jurisdiction of the securities laws of the International Jurisdiction which would apply to the subscription (other than the securities laws of Canada and the United States).

5. The Subscriber, and each such beneficial purchaser, is subscribing for the Units pursuant to exemptions from the prospectus, financial promotion and registration requirements (or their equivalent) under the applicable Securities Laws of that International Jurisdiction or, if such is not applicable, each is permitted to subscribe for the Units under the applicable Securities Laws of the International Jurisdiction without the need to rely on an exemption.

6. The applicable Securities Laws do not require the Issuer to register any of the Units, file a prospectus or similar document, or make any filings or disclosures or seek any approvals of any kind whatsoever from any regulatory authority of any kind whatsoever in the International Jurisdiction.

7. The Subscriber will not sell, transfer or dispose of the Units except in accordance with all applicable laws, including applicable Securities Laws of Canada and the United States, and the Subscriber acknowledges that the Issuer shall have no obligation to register any such purported sale, transfer or disposition which violates applicable Canadian or United States Securities Laws.

DATED _____.

Signature of Subscriber

Name of Subscriber

Address of Subscriber

Address of Subscriber Cont'd

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