

THESE SECURITIES WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), OR ANY APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE OFFERED OR SOLD IN THE UNITED STATES OR TO U.S. PERSONS (AS DEFINED IN REGULATION S PROMULGATED UNDER THE 1933 ACT) WITHOUT REGISTRATION UNDER THE 1933 ACT AND ANY APPLICABLE STATE SECURITIES LAWS, UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE.



SUBSCRIPTION AGREEMENT INSTRUCTIONS

All Subscribers:

1. Complete and sign pages 1 and 2 of the Private Placement Subscription Agreement.
2. If you are a subscriber that is not an individual and are required by the Policies of the TSX Venture Exchange to file a Corporate Placee Registration Form, complete and sign the [TSX Venture Exchange Form 4C – Corporate Placee Registration Form – Appendix IV](#).
3. Complete and sign the applicable Certificate as indicated below:
Canadian Subscribers: Complete and sign the [Canadian Certificate – Appendix I](#).
U.S. Subscribers: Complete and sign the [U.S. Certificate – Appendix II](#).
Foreign Residents: Complete and sign the [Foreign Resident Certificate – Appendix III](#)
4. **Return of Documentation:** Return completed and signed pages 1 and 2 of the Private Placement Subscription Agreement, together with Appendix I, Appendix II, Appendix III, and Appendix IV completed and signed (as applicable) by email to charlotte@newagemetals.com or by courier to:

NEW AGE METALS INC.
c/o Charlotte Brown
10114 Delta Street
Chilliwack, BC V2P 5A7
Attention: Corporate Secretary

5. **Payment of Subscription:** Payment of the aggregate Subscription Price for the Units subscribed for (the "Subscription Amount") must accompany this Subscription and shall be paid by certified cheque, bank draft, cashier's cheque or wire transfer drawn on a chartered bank made payable in immediately available funds as provided in Section 10.1 of Schedule A to:

NEW AGE METALS INC.
c/o 18 – 8511 General Currie Road
Richmond, BC, V6Y 1M3
Attention: CFO

WIRE TRANSFER:

BENEFICIARY BANK:	BANK OF MONTREAL
	595 BURRARD STREET
	VANCOUVER, BC, CANADA
SWIFT BIC ADDRESS:	BOFMCAM2
CANADIAN BANK NUMBER:	001
TRANSIT NUMBER:	0004 (or use 00040, if a 5 digit # required)
ACCOUNT NUMBER:	0004 1771 602 (Canadian Dollar Account)
BENEFICIARY NAME:	NEW AGE METALS INC.
	101 – 2148 West 38 th Avenue
	Vancouver, BC, V6M 1R9

PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT

TO: NEW AGE METALS INC. (the “Company”)

The undersigned (the “Purchaser”, unless the undersigned is signing as agent for the principal(s) disclosed hereunder in which event each such principal is the “Purchaser”) hereby subscribes for and agrees to purchase from the Company, upon and subject to the terms and conditions set forth in Schedule “A” attached hereto (the “Terms and Conditions”) and, together with the exhibits and appendices hereto and thereto, forming a part hereof, the number of units (the “Units”) of the Company set forth below for the aggregate subscription price set forth below, representing a subscription price of **CDN\$0.075 per Unit** (the “Subscription Price”) as described in Section 2 of Schedule A. This subscription, including the Terms and Conditions, the exhibits, and each appendix (duly completed and executed as applicable) attached hereto and thereto, are collectively referred to as the “Subscription”. The Purchaser agrees to be bound by the Terms and Conditions and agrees that the Company may rely upon the covenants, representations and warranties contained in this Subscription.

_____ <i>(Full Legal Name of Purchaser - please print)</i>
By: _____ <i>Signature of Purchaser or its Authorized Signatory</i>
_____ <i>(Official Capacity or Title – please print)</i>
_____ <i>Please print name of individual whose signature appears above if different than the name of the Purchaser printed above.</i>
_____ <i>(Address of Residence)</i>

_____ <i>(Purchaser’s E-mail)</i> _____ <i>(Purchaser’s Telephone No.)</i>

Number of Units: _____

Aggregate Subscription Price: CDN\$ _____
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If the person signing this Subscription is not purchasing, nor deemed by applicable securities regulation to be purchasing, as principal and is signing as agent for one or more principals, complete the following for each such principal (attach additional pages if required):
_____ <i>(Name of Principal)</i>
_____ <i>(Address of Residence)</i>
_____ <i>(Principal’s E-mail)</i> _____ <i>(Principal’s Telephone No.)</i>

The Company is hereby directed to issue and register the certificates representing the Shares and Warrants comprising the Units subscribed for, and deliver them, as follows:

Registration Instructions:
As above <input type="checkbox"/> or
_____ <i>Name [Please Print]</i>
_____ <i>Account reference, if applicable</i>
_____ <i>Address</i>

Delivery Instructions:
As above <input type="checkbox"/> or
_____ <i>Account reference, if applicable</i>
_____ <i>Contact Name [Please Print]</i>
_____ <i>Address</i>
_____ <i>(Telephone Number)</i>

Additional Purchaser InformationPresent Ownership of Securities

The Purchaser either [check appropriate box]:

- owns directly or indirectly or exercises control or direction over, no common shares in the capital of the Company or securities convertible into common shares in the capital of the Company; or
- owns directly or indirectly or exercises control or direction over, _____ common shares in the capital of the Company and convertible securities entitling the Purchaser to acquire an additional _____ common shares in the capital of the Company.

Insider Status

The Purchaser either [check appropriate box]:

- is an “Insider” of the Company as defined in the *Securities Act* (British Columbia); or
- is not an “Insider” of the Company.

Registrant Status

The Purchaser either [check appropriate box]:

- is a “Registrant” as defined in the *Securities Act* (British Columbia); or
- is not a “Registrant”.

Member of “Pro Group”

The Purchaser either [check appropriate box]:

- is a Member of the “Pro Group” as defined in the Policies of the TSX Venture Exchange; or
- is not a Member of the “Pro Group”.

Corporate Placee Registration Form

The Purchaser, if not an individual, either [check appropriate box]:

- is not required to file a Form 4C – Corporate Placee Registration Form with the TSX Venture Exchange because the Purchaser will not hold more than 5% of the Company’s issued and outstanding common shares, on either an undiluted or a diluted basis, upon completion of this Private Placement or because the Purchaser has a current Form 4C – Corporate Placee Registration Form on file with the TSX Venture Exchange; or
- has duly completed and returned with this Subscription a signed TSX Venture Exchange Form 4C – Corporate Placee Registration Form – Appendix IV.

NEW AGE METALS INC. accepts the subscription set forth above this _____ day of _____, 2017.

Authorized Signatory

SCHEDULE “A”
TO PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT – UNITS

Terms and Conditions

1. Subscription

- 1.1 The Purchaser hereby irrevocably subscribes for and agrees to purchase from the Company, on the terms and conditions set forth herein, that number of Units of the Company set forth on the first page of this Subscription.
- 1.2 The Purchaser acknowledges that this Subscription forms part of a larger offering by the Company (the “*Offering*”) and that the Offering may be increased and may close in tranches.
- 1.3 The Purchaser acknowledges that this Offering may consist of a concurrent offering.
- 1.4 For purposes hereof, “*Agreement*” means the agreement between the Purchaser and the Company resulting from the Company’s acceptance of this Subscription and “*Exhibit*” and “*Appendix*” mean, respectively, an exhibit or appendix attached hereto.

2. Description of Units

- 2.1 Each Unit is comprised of one common share in the capital of the Company (each such common share referred to as a “*Share*”) and one common share purchase warrant (each such common share purchase warrant referred to as a “*Warrant*”).
- 2.2 Each Warrant will be non-transferable and will entitle the holder to purchase one common share in the capital of the Company as constituted on the date hereof (each such common share referred to as a “*Warrant Share*”) at a price of **CDN\$0.15** per Warrant Share at any time on or before 5:00 p.m. (Vancouver time) on the “*Expiry Date*”, being the day that is 5 years after the Closing Date (as defined below) (the “*Exercise Period*”). **Notwithstanding the foregoing, however, if the closing price of the Company’s shares on the TSX Venture Exchange is at or above \$0.35 per Share for a period of 10 consecutive trading days during the Exercise Period, the Company may accelerate the expiry of the Warrants to 30 calendar days from the date express written notice is given by the Company to the holder.**
- 2.3 The terms and conditions which govern the Warrants will be referred to on the certificates representing the Warrants and will, among other things, include provisions for the appropriate adjustment in the class, number and price of the shares issuable upon exercise of the Warrants upon the occurrence of certain events, including any subdivision, consolidation or reclassification of the Company’s common shares, the payment of stock dividends and the amalgamation of the Company.
- 2.4 The issue of the Warrants will not restrict or prevent the Company from obtaining any other financing, or from issuing additional securities or rights, during the period within which the Warrants may be exercised.
- 2.5 The Units, the Shares, the Warrants and the Warrant Shares are sometimes collectively referred to herein as the “*Securities*”.

3. Conditions of Purchase

- 3.1 The Purchaser acknowledges that the Company’s obligation to sell the Units to the Purchaser is subject to, among other things, the conditions that:

- (a) the Purchaser duly completes, executes and returns to the Company this Subscription, together with all documents required by applicable securities legislation and the TSX Venture Exchange (the “*Exchange*”) for delivery on behalf of the Purchaser, including a duly completed and signed Appendix “I” – Canadian Certificate, if the Purchaser is resident in Canada, Appendix “II” – U.S. Certificate, if the Purchaser is, or is purchasing on behalf of, a U.S. Person (as defined below) or a person in the United States (as defined below), Appendix “III” – Foreign Resident Certificate, if the Purchaser is, or is purchasing on behalf of a Person not resident in Canada or the United States, and Appendix “IV” – Corporate Placee Registration Form, if the Purchaser is not an individual and is required under the Policies of the Exchange to but does not have a current Corporate Placee Registration Form on file with the Exchange;
- (b) payment has been made by the Purchaser of the Subscription Amount as provided in Section 10.1 hereof;
- (c) the Company has accepted, in whole or in part, this Subscription;
- (d) all necessary regulatory and Exchange approvals have been obtained by the Company prior to the Closing (as defined below);
- (e) the sale of the Units is exempt from the requirement to file a prospectus or registration statement and the requirement to prepare and deliver an offering memorandum or similar document under any applicable statute relating to the sale of the Units or upon the issuance of such orders, consents or approvals as may be required to permit such sale without the requirement of filing a prospectus or registration statement or delivering an offering memorandum or similar document; and
- (f) the representations, warranties, covenants and certifications of the Purchaser in this Agreement, including any exhibits or appendices hereto or other document delivered to the Company in connection with the Purchaser’s subscription hereunder, are accurate and remain true and correct at the Closing.

4. Delivery

Delivery of the Shares and Warrants comprising the Units (the “*Closing*”) shall be completed on a day to be determined by the Company (the “*Closing Date*”), which day will be no earlier than 5 business days after the Exchange conditionally accepts the Offering for filing on behalf of the Company and no later than the maximum time permitted by the Exchange for the Closing to occur.

5. Purchaser’s Representations, Warranties and Covenants

The Purchaser represents and warrants to, and covenants with, the Company that, as at the date of execution of this Subscription by the Purchaser and as at the Closing Date:

- 5.1 The Purchaser is resident in the jurisdiction set forth in the “Address of Residence” set out on the first page of this Subscription, and the Purchaser:
 - (a) either;
 - (i) is not a person in the “United States” (as that term is defined in Regulation S under the *United States Securities Act of 1933*, as amended (the “*1933 Act*”)) or

a “U.S. Person” (as that term is defined in Regulation S under the 1933 Act) and is not purchasing the Units for the account of or benefit of a U.S. Person or person in the United States, was not offered the Units in the United States, did not execute or deliver this Subscription while in the United States and was not in the United States at the time the Purchaser’s buy order originated;

or

(ii) is a person in the United States or a U.S. Person, or was offered the Units, or executed or delivered this Subscription, in the United States, or was in the United States at the time the Purchaser’s buy order originated, or is purchasing the Units for the account of or benefit of a U.S. Person or a person in the United States or is otherwise subject to the securities laws of the United States, is not purchasing the Units as the result of any “directed selling efforts” (as that term is defined in Regulation S under the 1933 Act), warrants that the current structure of this transaction and all transactions and activities contemplated hereunder is not a scheme to avoid the registration requirements of the 1933 Act and has duly completed, and executed and delivered to the Company, Appendix “II” – U.S. Certificate and represents, warrants and covenants to the Company the accuracy of all matters set out therein;

(b) acknowledges that the Shares and Warrants comprising the Units have not been and will not be registered under the 1933 Act or any applicable state securities laws and the Purchaser will not offer or sell any of the Securities in the United States or to, or for the account or benefit of, a U.S. Person or person in the United States unless such securities are registered under the 1933 Act, and the securities laws of all applicable states of the United States or an exemption from such registration requirements is available, and will not resell any of the Securities except in accordance with the provisions of applicable securities legislation, regulations, rules, policies and orders and stock exchange rules and that the Company has no present intention of filing a registration statement under the 1933 Act in respect of the Shares and Warrants comprising the Units; and

(c) acknowledges that the Warrants may not be exercised by or for the account or benefit of a U.S. person or a person in the United States unless the Warrants and the Warrant Shares issuable upon exercise of the Warrants are registered under the 1933 Act and the securities laws of all applicable states of the United States or an exemption is available from the registration requirements of such laws, and the holder has furnished an opinion of counsel of recognized standing in form and substance satisfactory to the Company to such effect.

5.2 The Purchaser acknowledges and agrees that no prospectus has been prepared or filed by the Company with any securities commission or similar authority in connection with the Offering, and that:

(a) the Purchaser may be restricted from using most of the civil remedies available under applicable securities laws;

(b) the Purchaser may not receive information that would otherwise be required to be provided under applicable securities laws and the Company is relieved from certain obligations that would otherwise be required to be given if a prospectus were provided under applicable securities laws in connection with the Offering; and

- (c) the issue and sale of the Units to the Purchaser is subject to such sale being exempt from the requirements of applicable securities laws as to the filing of a prospectus.

5.3 If the Purchaser is resident in a jurisdiction of Canada other than Ontario, the Purchaser is purchasing the Units as principal and is:

- (a) an “accredited investor” as defined in National Instrument 45-106 *Prospectus Exemptions* (“NI 45-106”); or
- (b) a director, executive officer or control person of the Company, or of an affiliate of the Company; or
- (c) a spouse, parent, grandparent, brother, sister, child or grandchild of a director, executive officer or control person of the Company, or of an affiliate of the Company; or
- (d) a parent, grandparent, brother, sister, child or grandchild of the spouse of a director, executive officer or control person of the Company or of an affiliate of the Company; or
- (e) a close personal friend of a director, executive officer or control person of the Company, or of an affiliate of the Company; or
- (f) a close business associate of a director, executive officer or control person of the Company, or of an affiliate of the Company; or
- (g) a founder of the Company or a spouse, parent, grandparent, brother, sister, child, grandchild, close personal friend or close business associate of a founder of the Company; or
- (h) a parent, grandparent, brother, sister, child or grandchild of the spouse of a founder of the Company; or
- (i) a person of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, persons described in Subsections 5.3(b) to (h); or
- (j) a trust or estate of which all of the beneficiaries or a majority of the trustees are persons described in Subsections 5.3(b) to (h); or
- (k) an employee, executive officer, director or consultant of the Company or of a related entity of the Company or a permitted assign of such a person as provided in NI 45-106 and the Purchaser’s purchase of the Units is “voluntary” (as defined in NI 45-106); or
- (l) not an individual and is purchasing the Units at an acquisition cost to the Purchaser of not less than \$150,000 paid in cash at the time of the distribution and the Purchaser was not created, or is not used, solely to purchase or hold securities in reliance on the exemption from the prospectus requirement available under section 2.10 of NI 45-106;

and the Purchaser has duly completed item 1., 2., 3. or 4. of, and signed and delivered to the Company, an Appendix “I” – Canadian Certificate, and if the Purchaser is an individual described in paragraph (j), (k) or (l) of the definition of “accredited investor” in NI 45-106, the Purchaser has duly completed and signed, and delivered one signed copy to the Company of Appendix “I-A” – Risk Acknowledgement Form 45-106F9 – Form for Individual Accredited Investors, and if the Purchaser is resident in Saskatchewan and is a person described in

Subsection 5.3(e) or (f), or is a close personal friend or close business associate of a founder of the Company, or is a person described in Subsection 5.3(i) or (j) based in whole or in part on a close personal friendship or close business association, the Purchaser has duly completed and signed, and delivered one signed copy to the Company of Appendix “I-B” – Saskatchewan Risk Acknowledgement Form 45-106F5.

5.4 If the Purchaser is resident in, or otherwise subject to the securities laws of, Ontario, either the Purchaser is purchasing the Units as principal for the Purchaser’s own account and not for the benefit of any other “person”, as defined in the *Securities Act* (Ontario) (the “*Ontario Act*”), or company, for investment only and not with a view to the resale or distribution of all or any of the Securities, or the person signing this Subscription is purchasing the Units as agent for the principal disclosed herein, with due and proper authority to execute all documentation in connection with the purchase on behalf of the Purchaser, and each Purchaser for whom the person signing this Subscription is acting as agent is purchasing as principal for the Purchaser’s own account and not for the benefit of any other “person”, as defined in the *Ontario Act*, or company, for investment only and not with a view to the resale or distribution of all or any of the Securities, and the Purchaser is:

- (a) an “accredited investor” as defined in Section 73.3 of the *Ontario Act* as supplemented by the definition in National Instrument 45-106 *Prospectus Exemptions* (“*NI 45-106*”); or
- (b) not an investment fund and is:
 - (i) a director, executive officer or control person of the Company, or of an affiliate of the Company; or
 - (ii) a spouse, parent, grandparent, brother, sister, child or grandchild of a director, executive officer or control person of the Company, or of an affiliate of the Company; or
 - (iii) a parent, grandparent, brother, sister, child or grandchild of the spouse of a director, executive officer or control person of the Company or of an affiliate of the Company; or
 - (iv) a close personal friend of a director, executive officer or control person of the Company, or of an affiliate of the Company; or
 - (v) a close business associate of a director, executive officer or control person of the Company, or of an affiliate of the Company; or
 - (vi) a founder of the Company or a spouse, parent, grandparent, brother, sister, child, grandchild, close personal friend or close business associate of a founder of the Company; or
 - (vii) a parent, grandparent, brother, sister, child or grandchild of the spouse of a founder of the Company; or
 - (viii) 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 5.4(b)(i) to (vii); or

- (ix) a trust or estate of which all of the beneficiaries or a majority of the trustees are persons described in Paragraphs 5.4(b)(i) to (vii); or
- (c) an employee, executive officer, director or consultant of the Company or of a related entity of the Company or a permitted assign of such a person as provided in NI 45-106 and the Purchaser's purchase of the Units is "voluntary" (as defined in NI 45-106); or
- (d) not an individual and is purchasing the Units at an acquisition cost to the Purchaser of not less than \$150,000 paid in cash at the time of the distribution and the Purchaser was not created, or is not used, solely to purchase or hold securities in reliance on the exemption from the prospectus requirement available under section 2.10 of NI 45-106;

and the Purchaser has duly completed item 1., 2., 3. or 4. of, and signed and delivered to the Company, an Appendix "I" – Canadian Certificate, and if the Purchaser is an individual described in paragraphs (j), (k) or (l) of the definition of "accredited investor" in NI 45-106, the Purchaser has duly completed and signed, and delivered one signed copy to the Company of Appendix "I-A" – Risk Acknowledgement Form 45-106F9 – Form for Individual Accredited Investors, and if the Purchaser is a person described in Subsection 5.4(b), the Purchaser has duly completed and signed, and delivered one signed copy to the Company of Appendix "I-C" – Ontario Risk Acknowledgement Form 45-106F12.

5.5 If the Purchaser is resident in an international jurisdiction other than Canada or the United States, then:

- (a) the Purchaser currently has knowledge and experience or has consulted the Purchaser's own counsel, accountant or investment advisor, with respect to the investment contemplated hereby and applicable securities laws in the international jurisdiction in which the Purchaser resides which would apply to this Subscription;
- (b) the Purchaser is purchasing the Securities in compliance with or pursuant to exemptions from any prospectus, registration or similar requirements under the applicable securities laws of the international jurisdiction in which the Purchaser resides and has duly completed, and executed and delivered to the Company, Appendix "III" – Foreign Resident Certificate and represents, warrants and covenants to the Company the accuracy of all matters set out therein; (and the Purchaser shall deliver to the Company such further particulars of such applicable securities laws or exemptions and the Purchaser's qualifications thereunder as the Company may request), and the purchase and sale of the Securities does not trigger any obligation to prepare and file a prospectus, registration statement or similar document, or any other report with respect to such purchase and/or any registration or other obligation on the part of the Company;
- (c) no applicable securities laws of the international jurisdiction in which the Purchaser resides require the Company to make any filings or seek any approvals of any kind whatsoever from any securities commission or regulatory authority of any kind whatsoever in the jurisdiction of residence of the Purchaser; and
- (d) the Purchaser will not sell or otherwise dispose of any of the Securities except in accordance with all applicable securities laws including, without limitation, the rules, regulations and policies of the Exchange. If the Purchaser sells or otherwise disposes of any of the Securities, the Purchaser will obtain from the person acquiring them a covenant in the same form as provided for in this Agreement, and the Company shall not have any obligation to register any purported sale or disposition of Securities which may

be in violation of such laws and any such sale, transfer or other disposition shall be null and void and of no force or effect.

5.6 The Purchaser acknowledges that:

- (a) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Securities;
- (b) there is no government or other insurance covering the Securities;
- (c) there are risks associated with the purchase of the Securities;
- (d) there are restrictions on the Purchaser's ability to resell the Securities and it is the responsibility of the Purchaser to find out what those restrictions are and to comply with them before selling any of the Securities; and
- (e) the Company has advised the Purchaser that the Company is relying on an exemption from the requirements to provide the Purchaser with a prospectus and to sell the Securities through a person registered to sell securities under applicable securities laws including, without limitation, the *Securities Act* (British Columbia) (the "*B.C. Act*") and, as a consequence of acquiring the Securities pursuant to this exemption, certain protections, rights and remedies provided by the applicable securities laws, including statutory rights of rescission or damages, will not be available to the Purchaser.

5.7 If the Purchaser is not resident in British Columbia, the Purchaser certifies that the Purchaser is not resident in British Columbia and acknowledges and agrees that:

- (a) the Purchaser is knowledgeable of, or has been independently advised as to, the Other Applicable Securities Laws (as defined below);
- (b) the Purchaser is purchasing the Units pursuant to exemptions from any prospectus, registration or similar requirements under the Other Applicable Securities Laws, or, if such is not applicable, the Purchaser is permitted to purchase the Units under the Other Applicable Securities Laws without the need to rely on exemptions; and
- (c) the distribution of the Securities to the Purchaser by the Company complies with all of the Other Applicable Securities Laws.

For purposes hereof, "*Other Applicable Securities Laws*" means, in respect of each and every offer and sale of the Units, the securities legislation having application and the regulations, rules, orders, instruments, notices, directions, rulings and published policy statements of the securities regulatory authorities having jurisdiction over the Purchaser and the Offering, other than the laws of British Columbia which would apply to this Subscription, if any.

5.8 The Purchaser will not offer or sell any of the Securities in the United States or to a U.S. Person unless such securities are registered under the 1933 Act, and the securities laws of all applicable States of the United States or an exemption from such registration requirements is available, and will not resell any of the Securities except in accordance with the provisions of applicable securities legislation, regulations, rules, policies and orders and stock exchange rules.

5.9 The Purchaser is resident in the jurisdiction set forth in the "Address of Residence" set out on the first page of this Subscription and the Purchaser will comply with all applicable securities laws

and with the policies of the Exchange concerning the purchase of, the holding of and the resale restrictions on the Securities.

- 5.10 The Purchaser is aware that the offer made by this Subscription is irrevocable and requires acceptance by the Company and the acceptance for filing of the Offering by the Exchange and will not become an agreement between the Purchaser and the Company until accepted by the Company signing in the space above.
- 5.11 If an individual, the Purchaser has attained the age of majority and is legally competent to execute and deliver this Subscription and to take all actions required pursuant hereto, and if a corporation, partnership, trust or other entity, the Purchaser has been duly incorporated, created, organized or formed and validly exists under the laws of its jurisdiction of incorporation, creation, organization or formation and all necessary approvals have been obtained for the execution and delivery of this Subscription.
- 5.12 Upon acceptance of this Subscription by the Company, this Agreement, including all Exhibits and Appendices, will constitute a legal, valid and binding contract of purchase enforceable against the Purchaser in accordance with its terms and will not violate or conflict with the terms of any restriction, agreement or undertaking respecting purchases of securities by the Purchaser.
- 5.13 The Purchaser's purchase of the Units has not been made through or as a result of, the distribution of the Shares and Warrants comprising the Units is not being accompanied by, and the Purchaser is not aware of, any advertisement of any of the Securities in printed media of general and regular paid circulation, radio, television or electronically.
- 5.14 No prospectus or offering memorandum within the meaning of applicable securities laws or any other document purporting to describe the business and affairs of the Company has been delivered to the Purchaser in connection with the Offering.
- 5.15 No person has made to the Purchaser any written or oral representation;
- (a) that any person will resell or repurchase any of the Securities; or
 - (b) that any person will refund all or any part of the purchase price of the Securities;
- and no person has given an undertaking to the Purchaser relating to the future price or value of any of the Securities.
- 5.16 None of the Securities are being purchased by the Purchaser with knowledge of any material fact about the Company that has not been generally disclosed.
- 5.17 If the Purchaser is not an individual, the Purchaser, if required to under the Policies of the Exchange, has either completed the Appendix "IV" –Corporate Placee Registration Form and authorizes the Company to file the same with the Exchange on behalf of the Purchaser, or the Purchaser represents to the Company that the Purchaser has already filed a Corporate Placee Registration Form with the Exchange and there has been no change in the information contained therein.
- 5.18 In the case of a person signing this Subscription as agent for a disclosed principal, each beneficial Purchaser for whom the agent is acting is purchasing, or is deemed under NI 45-106 to be purchasing, as principal, for the beneficial Purchaser's own account and not for the benefit of

any other person, and such person is duly authorized to enter into this Agreement and to execute all documentation in connection with the purchase on behalf of each such beneficial Purchaser.

- 5.19 The funds representing the aggregate Subscription Price in respect of the Units advanced by or on behalf of the Purchaser to the Company hereunder do not represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (for the purposes of this Section 5.19, the “PCMLTFA”) and the Purchaser acknowledges that the Company may in the future be required by law to disclose the name of the Purchaser and other information relating to this Agreement and the subscription hereunder, on a confidential basis, pursuant to the PCMLTFA. To the best of the Purchaser’s knowledge (a) none of the subscription funds provided by or on behalf of the Purchaser (i) have been or will be derived directly or indirectly from or related to any activity that is deemed criminal under the laws of Canada, the United States of America, or any other jurisdiction, or (ii) are being tendered on behalf of a person or entity who has not been identified to the Purchaser and, (b) the Purchaser will promptly notify the Company if the Purchaser discovers that any of such representations cease to be true, and shall provide the Company with appropriate information in connection therewith.
- 5.20 The acquisition of the Units hereunder by the Purchaser will not result in the Purchaser becoming a “control person”, as defined under applicable securities laws.
- 5.21 The Purchaser has been advised to seek tax, investment and independent legal advice and any other professional advice the Purchaser considers appropriate in connection with the Purchaser’s purchase of the Securities and the Purchaser confirms that the Purchaser has not relied on the Company or its legal counsel in any manner in connection with the Purchaser’s purchase of the Securities.

6. Purchaser's Acknowledgments

- 6.1 The Purchaser acknowledges as set forth below:
- (a) This Subscription forms part of a larger Offering by the Company of up to an aggregate 26,666,666 units at a price of CDN\$0.075 per Unit (the “Offering”) and that the Offering may be increased and may close in tranches.
 - (b) The Purchaser acknowledges that this Offering may consist of a concurrent offering.
 - (c) The Shares, Warrants and Warrant Shares are subject to resale restrictions under applicable Securities Laws (defined below). The Purchaser is advised to consult the Purchaser’s own legal advisors in this regard. For purposes hereof, “Securities Laws” means the B.C. Act and the rules and regulations promulgated thereunder and all orders, rulings, published policy statements, notices, interpretation notes, directions and instruments thereunder and, if the Purchaser is not resident in British Columbia, also means the Other Applicable Securities Laws.
 - (d) The Units are being offered for sale only on a "private placement" basis.
 - (e) In purchasing the Units, the Purchaser has relied solely upon publicly available information relating to the Company and not upon any oral or written representation as to any fact or otherwise made by or on behalf of the Company or any other person associated therewith, the decision to purchase the Units was made on the basis of publicly available information and the decision to acquire the Warrant Shares (issuable

upon the exercise of the Warrants) will also be made on the basis of currently available public information.

- (f) The Purchaser's ability to sell, transfer or otherwise dispose of the Shares, Warrants and Warrant Shares is limited by, among other things, the Securities Laws and the policies of the Exchange. In particular, the Purchaser acknowledges having been informed that the Shares and Warrants, and any Warrant Shares issued upon exercise of the Warrants, are subject to resale restrictions under Canadian Securities Administrators' National Instrument 45-102 *Resale of Securities* ("NI 45-102") and may not be sold or otherwise disposed of in Canada for a period of four months from the date of distribution of the Units, unless a statutory exemption is available or a discretionary order is obtained from the applicable Securities Commission allowing the earlier resale thereof, and may be subject to additional resale restrictions if such sale or other disposition would be a "control distribution", as that term is defined in NI 45-102. If the Purchaser is not resident in Canada, additional resale restrictions may apply under the Other Applicable Securities Laws. In addition, the policies of the Exchange may require that the Shares, Warrants and any Warrant Shares issued upon exercise of the Warrants, not be sold or otherwise disposed of for a period of not less than four months from the Closing Date.
- (g) The representations, warranties, covenants and acknowledgements of the Purchaser contained in this Subscription, and in any exhibits or appendices or other documents or materials executed and delivered by the Purchaser hereunder, are made by the Purchaser with the intent that they may be relied upon by the Company and its professional advisors in determining the Purchaser's eligibility to purchase the Units. The Purchaser further agrees that by accepting the Shares and Warrants the Purchaser shall be representing and warranting that the foregoing representations, warranties, covenants and acknowledgements are true as at the Closing with the same force and effect as if they had been made by the Purchaser at the Closing and that they shall survive the purchase by the Purchaser of the Units and any Warrant Shares and shall continue in full force and effect notwithstanding any subsequent disposition by the Purchaser of the Shares, the Warrants or the Warrant Shares. The Purchaser hereby agrees to indemnify and save harmless the Company, and its directors, officers, employees, advisors, affiliates, shareholders and agents, and its counsel, against all losses, claims, costs, expenses and damages or liabilities which any of them may suffer or incur and which are caused by or arise from any inaccuracy in, breach or misrepresentation by the Purchaser of, any such representation, warranty or covenant. The Purchaser undertakes to immediately notify the Company of any change in any statement or other information relating to the Purchaser set forth herein or in any exhibit or appendix or other documents or materials executed and delivered by the Purchaser hereunder that takes place prior to the Closing.
- (h) The sale and delivery of the Units to the Purchaser is conditional upon such sale being exempt from the requirement to file a prospectus or registration statement or to prepare and deliver an offering memorandum or similar document under any applicable statute relating to the sale of the Units or upon the issuance of such orders, consents or approvals as may be required to permit such sale without the requirement of filing a prospectus or registration statement or preparing and delivering an offering memorandum or similar document. The Purchaser further acknowledges and agrees that the Company may be required to provide applicable securities regulatory authorities with a list setting forth the identities of the beneficial purchasers of the Units and that the Purchaser will provide, on request, particulars as to the identity of such beneficial purchasers as may be required by the Company in order to comply with the foregoing.

- (i) The Purchaser and, if the person signing this Subscription is acting as agent for a disclosed principal, such agent acknowledges and consents to the fact that the Company is collecting the Purchaser's, and, if applicable, such agent's personal information (as that term is defined under applicable privacy legislation, including, without limitation, the *Personal Information Protection and Electronic Documents Act* (Canada) and any other applicable similar, replacement or supplemental provincial or federal legislation or laws in effect from time to time), for the purpose of completing this Agreement. The Purchaser and, if the person signing this Subscription is acting as agent for a disclosed principal, such agent acknowledges and consents to the Company retaining such personal information for as long as permitted or required by law or business practices. The Purchaser and, if the person signing this Subscription is acting as agent for a disclosed principal, such agent further acknowledges and consents to the fact that the Company may be required by the Securities Laws, the rules and policies of any stock exchange or the rules of the Investment Industry Regulatory Organization of Canada to provide regulatory authorities or stock exchanges with any personal information provided by the Purchaser or, if applicable, such agent in this Agreement. The Purchaser and, if the person signing this Subscription is acting as agent for a disclosed principal, such agent represents and warrants that they have the authority to provide the consents and acknowledgements set out in this Subsection 6.1(h). In addition to the foregoing, the Purchaser and, if the person signing this Subscription is acting as agent for a disclosed principal, such agent acknowledges and agrees that the Company and its professional advisors and agents may use and disclose the Purchaser's and, if applicable, such agent's personal information, and consents thereto, as follows:
- (i) for internal use with respect to managing the relationships between and contractual obligations of the Company and the Purchaser;
 - (ii) for use and disclosure for income tax related purposes, including without limitation, where required by law, disclosure to the Canada Revenue Agency;
 - (iii) disclosure to stock exchanges and securities regulatory authorities and other regulatory bodies having jurisdiction with respect to approval or acceptance for filing of the Offering, reports of trades and similar stock exchange or regulatory filings including, without limiting the generality of the foregoing, disclosure to the "Exchange" (as that term is defined for purposes of this Subsection 6.1(h)(iii) in Exhibit I attached hereto) pursuant to the Private Placement Notice Form (Exchange Form 4B) to be filed by the Company in respect of the Offering and the collection, use and disclosure thereof by the Exchange for the purposes described in Exhibit I or as otherwise identified by the Exchange from time to time;
 - (iv) disclosure to a governmental or other authority to which the disclosure is required by court order or subpoena compelling such disclosure and where there is no reasonable alternative to such disclosure;
 - (v) disclosure to professional advisors of the Company in connection with the performance of their professional services;
 - (vi) disclosure to any person where such disclosure is necessary for legitimate business reasons;

- (vii) disclosure to a court determining the rights of the parties under this Agreement;
or
- (viii) for use and disclosure as otherwise required or permitted by law.

Furthermore, the Purchaser is hereby notified that:

- (i) the Company may deliver to the Ontario Securities Commission certain personal information pertaining to the Purchaser, including the Purchaser's full name, residential address and telephone number, the number of Units purchased by the Purchaser and the total purchase price paid for such Units, the prospectus exemption relied on by the Company and the date of distribution of the Units,
- (ii) such information is being collected indirectly by the Ontario Securities Commission under the authority granted to it in securities legislation,
- (iii) such information is being collected for the purposes of the administration and enforcement of the securities legislation of Ontario, and
- (iv) the Purchaser may contact the following public official in Ontario with respect to questions about the Ontario Securities Commission's indirect collection of such information at the following address and telephone number:

Administrative Support Clerk
Ontario Securities Commission
Suite 1903, Box 55, 20 Queen Street West
Toronto, Ontario, M5H 3S8
Telephone: (416) 593-3684

- (j) The Purchaser has been advised to consult the Purchaser's own legal advisors with respect to the merits and risks of an investment in the Securities and with respect to applicable resale restrictions and the Purchaser is solely responsible, and the Company is not in any way responsible, for compliance with applicable resale restrictions, and the Purchaser further acknowledges that the Company's legal counsel is acting solely as counsel to the Company and not as counsel to the Purchaser.
- (k) The Purchaser is aware of the characteristics of the Securities, the risks relating to an investment therein and agrees that the Purchaser must bear the economic risk of the Purchaser's investment in the Securities.
- (l) The Purchaser has such knowledge in financial and business affairs as to be capable of evaluating the merits and risks of the Purchaser's proposed investment in the Securities.
- (m) This Subscription is conditional upon its acceptance by the Company and the Agreement is conditional upon the acceptance for filing of the Offering by the Exchange.
- (n) Each person exercising a Warrant will be required to give:
 - (i) written certification that such person is not a U.S. Person or person in the United States and that the Warrant is not being exercised on behalf of a U.S. Person or person in the United States; or

- (ii) a written opinion of counsel of recognized standing to the effect that the Warrant and the Warrant Shares have been registered under the 1933 Act or are exempt from registration thereunder; or
 - (iii) written certification that such person is a U.S. Person or person within the United States and that the representations, warranties and covenants of such person contained in this Agreement, or in the Transfer of Warrants Form, as applicable, are true and correct as of the date of exercise of the Warrant.
- (o) The Purchaser is aware that (i) the Company may complete additional financings in the future in order to develop the Company's business and to fund its ongoing development, (ii) there is no assurance that such financings will be available and, if available, on reasonable terms, (iii) any such future financings may have a dilutive effect on the Company's securityholders, including the Purchaser, and (iv) if such future financings are not available, the Company may be unable to fund its on-going development and the lack of capital resources may result in the failure of the Company's business.
- (p) The Company may pay a finder's fee or commission in respect of all, or part of, the Offering in cash, shares, warrants or a combination thereof, as may be permitted by the applicable Securities Laws and the policies of the Exchange.

7. Resale Restrictions and Legending of Securities

- 7.1 In addition to the acknowledgements given in Article 6 hereof, the Purchaser acknowledges that the Shares and Warrants will be subject to statutory resale restrictions and may be subject to Exchange imposed resale restrictions. The Purchaser further acknowledges that, if any Warrants are exercised prior to the expiry of the statutory or any applicable Exchange imposed resale restrictions, the Warrant Shares obtained upon such exercise will also be subject to statutory and applicable Exchange imposed resale restrictions. The Purchaser is advised to consult the Purchaser's own legal advisors in this regard.
- 7.2 The Purchaser acknowledges that a legend will be endorsed on the certificates representing the Shares and Warrants and, if any Warrants are exercised prior to the expiry of the statutory or any applicable Exchange imposed resale restrictions, a legend will be endorsed on the certificates representing the Warrant Shares, to the effect that the securities represented thereby are subject to a hold period and may not be traded until the expiry thereof except as permitted by applicable securities laws and the policies of the Exchange. In particular, the Purchaser acknowledges that the certificates representing the Shares and Warrants and, if any Warrants are exercised prior to the expiry of the statutory or any applicable Exchange imposed resale restrictions, the Warrant Shares shall bear a legend or legends substantially in the following form and with the information completed:

“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE [INSERT THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE DISTRIBUTION DATE].”

and, (a) if the Purchaser is: (i) a director, officer or “Promoter” (as defined in the Policies of the Exchange) of the Company; or (ii) a “Person” (as defined in the Policies of the Exchange) holding securities carrying more than 10% of the voting rights attached to the Company's securities both immediately before and after the Offering, and who has elected or appointed or has the right to elect or appoint one or more directors or “senior officers” (as defined in the

Policies of the Exchange) of the Company, or (b) if the Subscription Price is at a discount of more than 10% to the “Market Price” (as defined in the Policies of the Exchange):

“WITHOUT PRIOR WRITTEN APPROVAL OF TSX VENTURE EXCHANGE AND COMPLIANCE WITH ALL APPLICABLE SECURITIES LEGISLATION, THE SECURITIES REPRESENTED BY THIS CERTIFICATE [for Warrant certificates add, AND ANY SECURITIES ISSUED ON THE EXERCISE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE,] MAY NOT BE SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE TRADED ON OR THROUGH THE FACILITIES OF TSX VENTURE EXCHANGE OR OTHERWISE IN CANADA OR TO OR FOR THE BENEFIT OF A CANADIAN RESIDENT UNTIL [INSERT THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE DISTRIBUTION DATE].”

- 7.3 The Purchaser acknowledges that the Securities have not been registered under the 1933 Act or the securities laws of any State of the United States and that the Company does not intend to register any of the Securities under the 1933 Act, or the securities laws of any State of the United States and has no obligation to do so. The Securities may not be offered or sold in the United States unless registered in accordance with United States federal securities laws and all applicable State securities laws or exemptions from such requirements are available. The Purchaser acknowledges that the Company will not register any transfer of any of the Securities not made in accordance with Regulation S of the 1933 Act or pursuant to an available exemption from registration.
- 7.4 The Purchaser acknowledges that each Share and Warrant certificate issued to a U.S. Person or a person in the United States shall bear a legend stating that the Share, Warrant and the Warrant Shares issuable upon exercise of the Warrant have not been registered under the 1933 Act and that the Warrant may not be exercised by or on behalf of any U.S. Person or any person in the United States unless registered under the 1933 Act or an exemption from such registration is available.
- 7.5 THE PURCHASER ACKNOWLEDGES THAT THE COMPANY BEARS NO RESPONSIBILITY FOR THE REMOVAL OF RESALE RESTRICTIONS OR LEGENDS ON SECURITIES AND THAT THE RESPONSIBILITY FOR COMPLIANCE AND COST WITH SUCH RESTRICTIONS OR THE REMOVAL OF LEGENDS IS TO BE BORNE BY THE PURCHASER AND NOT THE COMPANY.

8. Company’s Representations and Warranties

- 8.1 The Company hereby represents and warrants to the Purchaser that:
- (a) its common shares are currently listed on the Exchange;
 - (b) it will reserve or set aside sufficient shares in its treasury to issue the Securities; and
 - (c) no advertisement of the securities offered hereby or of any of the securities of the Company has been made or is being made in relation to or in conjunction with the distribution pursuant to the Offering, except that public announcements of the Offering may be made as required by and within the appropriate scope of applicable Securities Laws.

9. General

- 9.1 Time shall, in all respects, be of the essence hereof.
- 9.2 The Purchaser authorizes the Company to complete or correct any errors or omissions in this Agreement or any of the Appendix "I" – Canadian Certificate, Appendix "II" – U.S. Certificate, Appendix "III" – Foreign Resident Certificate or Appendix "IV" – Corporate Placee Registration Form, which are required to be completed and executed by the Purchaser and delivered to the Company hereunder.
- 9.3 All references herein to monetary amounts are to lawful money of Canada.
- 9.4 The headings contained herein are for convenience only and shall not affect the meaning or interpretation hereof.
- 9.5 Except as expressly provided for in this Agreement and in the agreements, instruments and other documents provided for, contemplated or incorporated herein, this Agreement constitutes the only agreement between the parties with respect to the subject matter hereof and shall supersede any and all prior negotiations and understandings. This Agreement may be amended or modified in any respect by written instrument only, signed by the parties.
- 9.6 The terms and provisions of this Agreement shall be binding upon and enure to the benefit of the Purchaser, the Company and their respective successors and assigns; provided that, except as herein provided, this Agreement shall not be transferable or assignable by any party without the written consent of the other.
- 9.7 This Agreement shall be governed by, construed and enforced in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein governing contracts made and to be performed wholly therein, without reference to such laws' principles governing the choice or conflict of laws, and shall be treated in all respects as a British Columbia contract and the parties hereto hereby irrevocably attorn and submit to the non-exclusive jurisdiction of the courts of the Province of British Columbia with respect to any dispute related to or arising from this Agreement.
- 9.8 This Agreement is intended to and shall take effect on the date of acceptance of the Subscription by the Company, notwithstanding its actual date of execution or delivery by any of the parties hereto, and shall be dated for reference as of the date of such acceptance by the Company.
- 9.9 The Company shall be entitled to rely on delivery of a facsimile or electronic copy of an executed Subscription, and acceptance by the Company of such Subscription shall be legally effective to create a valid and binding Agreement between the Purchaser and the Company in accordance with the terms hereof. If less than a complete copy of this Subscription is delivered to the Company, the Company and its advisors are entitled to assume that the Purchaser accepts and agrees to all of the terms and conditions of the pages not delivered, unaltered.
- 9.10 The Purchaser acknowledges and agrees that all costs incurred by the Purchaser (including any fees and disbursements of any special counsel retained by the Purchaser) relating to the sale of the Securities to the Purchaser shall be borne by the Purchaser.
- 9.11 The Purchaser acknowledges that the Purchaser has consented to and requested that all documents evidencing or relating in any way to the issuance of the Securities be drawn up in the English language only. **Le soussigne reconnait par les presentes avoir consenti et exige que**

tous les documents faisant foi ou se rapportant de quelque maniere a la vente des titres offerts soient rediges en anglais seulement.

- 9.12 Each of the parties hereto upon the request of the other party hereto, whether before or after the Closing, shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, documents, assignments, transfers, conveyances, powers of attorney and assurances as reasonably may be necessary or desirable to complete, better evidence, or perfect the transactions contemplated herein.

10. Method of Payment

- 10.1 Payment of the aggregate Subscription Price for the Units subscribed for (the “*Subscription Amount*”) must accompany this Subscription and shall be paid by certified cheque, bank draft, cashier’s cheque or wire transfer drawn on a chartered bank made payable in immediately available funds to the Company.
- 10.2 Notwithstanding anything to the contrary contained in this Agreement, the Purchaser acknowledges that payment of the Subscription Amount will not be held in trust pending Closing and may be used by the Company in its sole discretion and, until the Shares and Warrants comprising the Units are issued and delivered, will constitute an interest free loan to the Company.

11. Execution

- 11.1 This Agreement may be executed in any number of counterparts and may be executed and delivered by facsimile or email, all of which when taken together shall be deemed to be one and the same document.

EXHIBIT I

TSX venture
EXCHANGE



APPENDIX 6A ACKNOWLEDGEMENT – PERSONAL INFORMATION

TSX Venture Exchange Inc. and its affiliates, authorized agents, subsidiaries and divisions, including the TSX Venture Exchange (collectively referred to as “the Exchange”) collect Personal Information in certain Forms that are submitted by the individual and/or by an Issuer or Applicant and use it for the following purposes:

- to conduct background checks,
- to verify the Personal Information that has been provided about each individual,
- to consider the suitability of the individual to act as an officer, director, insider, promoter, investor relations provider or, as applicable, an employee or consultant, of the Issuer or Applicant,
- to consider the eligibility of the Issuer or Applicant to list on the Exchange,
- to provide disclosure to market participants as to the security holdings of directors, officers, other insiders and promoters of the Issuer, or its associates or affiliates,
- to conduct enforcement proceedings, and
- 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.

As part of this process, the Exchange also collects additional Personal Information from other sources, including but not limited to, securities regulatory authorities in Canada or elsewhere, investigative, law enforcement or self-regulatory organizations, regulatory services providers and each of their subsidiaries, affiliates, regulators and authorized agents, to ensure that the purposes set out above can be accomplished.

The Personal Information the Exchange collects may also be disclosed:

- (a) to the agencies and organizations in the preceding paragraph, or as otherwise permitted or required by law, and they may use it in their own investigations for the purposes described above; and
- (b) on the Exchange’s website or through printed materials published by or pursuant to the directions of the Exchange.

The Exchange may from time to time use third parties to process information and/or provide other administrative services. In this regard, the Exchange may share the information with such third party service providers.

APPENDIX “I”

TO PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT

CANADIAN CERTIFICATE

IN THE MATTER OF NEW AGE METALS INC.

(the “Company”)

In addition to the covenants, representations and warranties contained in the Private Placement Subscription Agreement to which this Appendix “I” – Canadian Certificate is attached, the undersigned Purchaser represents, warrants and certifies to the Company that the Purchaser is purchasing as principal and qualifies to purchase under Canadian Securities Administrators’ National Instrument 45-106 *Prospectus Exemptions* (“**NI 45-106**”) or, if the Purchaser is resident in, or otherwise subject to the securities laws of, Ontario, under either NI 45-106 or the *Securities Act* (Ontario) (the “**Ontario Act**”), as applicable, by reason of the fact that the Purchaser falls into one or more of the subparagraphs set out below, the Purchaser having **initialled** the applicable subparagraph or subparagraphs (for purposes hereof, certain definitions are included as Schedule “Z” hereto for convenience) and acknowledging that the Company may require independent verification of such qualification, and the Purchaser is:

- 1. ACCREDITED INVESTOR** (as defined in NI 45-106, and in Ontario, as defined in Section 73.3 of the Ontario Act as supplemented by the definition in NI 45-106)

_____	(a) except in Ontario, a Canadian financial institution, or a Schedule III bank;
_____	(a.1) in Ontario, a financial institution described in paragraph 1, 2 or 3 of subsection 73.1(1) of the Ontario Act;
_____	(b) except in Ontario, the Business Development Bank of Canada incorporated under the <i>Business Development Bank of Canada Act</i> (Canada);
_____	(b.1) in Ontario, the Business Development Bank of Canada;
_____	(c) except in Ontario, a subsidiary of any person referred to in paragraphs (a) or (b), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary;
_____	(c.1) in Ontario, a subsidiary of any person or company referred to in clause (a.1) or (b.1), if the person or company owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary;
_____	(d) except in Ontario, a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer;
_____	(d.1) in Ontario, a person or company registered under the securities legislation of a province or territory of Canada as an adviser or dealer, except as otherwise prescribed by the regulations; Jurisdiction(s) registered: _____ Categories of registration: _____

<p>_____</p> <p>_____</p>	<p>(e) an individual registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (d);</p> <p>(e.1) an individual formerly registered under the securities legislation of a jurisdiction of Canada, other than an individual formerly registered solely as a representative of a limited market dealer under one or both of the <i>Securities Act</i> (Ontario) or the <i>Securities Act</i> (Newfoundland and Labrador);</p> <p>Name of person with whom individual is or was registered:</p> <p>_____</p> <p>Jurisdiction(s) registered: _____</p> <p>Categories of registration: _____</p>
<p>_____</p> <p>_____</p>	<p>(f) except in Ontario, the Government of Canada or a jurisdiction of Canada, or any crown corporation, agency or wholly owned entity of the Government of Canada or a jurisdiction of Canada;</p> <p>(f.1) in Ontario, the Government of Canada, the government of a province or territory of Canada, or any Crown corporation, agency or wholly owned entity of the Government of Canada or of the government of a province or territory of Canada;</p>
<p>_____</p>	<p>(g) a municipality, public board or commission in Canada or 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;</p>
<p>_____</p>	<p>(h) a national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or an agency of that government;</p>
<p>_____</p> <p>_____</p>	<p>(i) except in Ontario, a pension fund that is regulated by either the Office of the Superintendent of Financial Institutions (Canada) or a pension commission or similar regulatory authority of a jurisdiction of Canada;</p> <p>(i.1) in Ontario, a pension fund that is regulated by either the Office of the Superintendent of Financial Institutions (Canada) or a pension commission or similar regulatory authority of a province or territory of Canada;</p> <p>Jurisdiction(s) registered: _____</p> <p>Registration number(s): _____</p>
<p>_____</p>	<p>(j) an individual who, either alone or with a spouse, beneficially owns financial assets having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds CDN\$1,000,000 and who completes and signs, and delivers one signed copy to the Company of Appendix "I-A" – Risk Acknowledgement Form 45-106F9 – Form for Individual Accredited Investor; <i>Note: if individual accredited investors wish to purchase through wholly-owned holding companies or similar entities, such purchasing entities must qualify under (t) below, which must be initialed.</i></p>
<p>_____</p>	<p>(j.1) an individual who beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds CDN\$5,000,000;</p> <p><i>Note: if individual accredited investors wish to purchase through wholly-owned holding companies or similar entities, such purchasing entities must qualify under (t) below, which must be initialed.</i></p>

<p>_____</p>	<p>(k) an individual whose net income before taxes exceeded CDN\$200,000 in each of the 2 most recent calendar years or whose net income before taxes combined with that of a spouse exceeded CDN\$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 and who completes and signs, and delivers one signed copy to the Company of Appendix “I-A” – Risk Acknowledgement Form 45-106F9 – Form for Individual Accredited Investor;</p> <p><i>Note: if individual accredited investors wish to purchase through wholly-owned holding companies or similar entities, such purchasing entities must qualify under (t) below, which must be initialed.</i></p>
<p>_____</p>	<p>(l) an individual who, either alone or with a spouse, has net assets of at least CDN\$5,000,000 and who completes and signs, and delivers one signed copy to the Company of, an Appendix “I-A” – Risk Acknowledgement Form 45-106F9 – Form for Individual Accredited Investor;</p> <p><i>Note: if individual accredited investors wish to purchase through wholly-owned holding companies or similar entities, such purchasing entities must qualify under (t) below, which must be initialed.</i></p>
<p>_____</p>	<p>(m) a person, other than an individual or investment fund, that has net assets of at least CDN\$5,000,000 as shown on its most recently prepared financial statements and that was not created nor is used solely to purchase or hold securities as an accredited investor under this paragraph (m);</p> <p>Type of entity: _____</p> <p>Jurisdiction and date of formation: _____</p>
<p>_____</p>	<p>(n) an investment fund that distributes or has distributed its securities only to;</p> <p>(i) a person that is or was an accredited investor at the time of the distribution;</p> <p>(ii) a person that acquires or acquired securities in the circumstances referred to in sections 2.10 of NI 45-106 [<i>Minimum amount investment</i>], or 2.19 of NI 45-106 [<i>Additional investment in investment funds</i>], or</p> <p>(iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 of NI 45-106 [<i>Investment fund reinvestment</i>];</p>
<p>_____</p>	<p>(o) an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Québec, the securities regulatory authority, has issued a receipt;</p>
<p>_____</p>	<p>(p) a trust company or trust corporation registered or authorized to carry on business under the <i>Trust and Loan Companies Act</i> (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be;</p> <p>Jurisdiction(s) registered: _____</p> <p>Registration number(s): _____</p>

<p>_____</p>	<p>(q) a person acting on behalf of a fully managed account managed by that person, if that person is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction;</p> <p>Jurisdiction(s) registered or authorized: _____</p> <p>Categories of registration: _____</p>
<p>_____</p>	<p>(r) a registered charity under the <i>Income Tax Act</i> (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded;</p> <p>Registration number(s): _____</p> <p>Name of eligibility adviser or registered adviser: _____</p> <p>Jurisdiction(s) registered: _____</p> <p>Categories of registration: _____</p>
<p>_____</p>	<p>(s) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (d) or paragraph (i) [and in Ontario, paragraphs (a.1) to (d.1) or paragraph (i.1)] in form and function;</p> <p>Jurisdiction organized: _____</p> <p>Type of entity: _____</p>
<p>_____</p>	<p>(t) a person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors;</p> <p><i>Note: in British Columbia, an indirect interest in a person means an economic interest in the person.</i></p> <p>[If this is your applicable category, each owner of interests must individually complete and submit to the Company its own copy of this Appendix I - Canadian Certificate],</p> <p>Name(s) of owners of interest: _____</p>
<p>_____</p>	<p>(u) an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser;</p> <p>Name of adviser: _____</p> <p>Jurisdiction(s) registered: _____</p>
<p>_____</p> <p>_____</p>	<p>(v) a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as an accredited investor;</p> <p>(v.1) in Ontario, a person or company that is recognized or designated by the Ontario Securities Commission as an accredited investor,</p> <p>Jurisdiction(s) recognized or designated: _____</p>
<p>_____</p>	<p>(w) a trust established by an accredited investor for the benefit of the accredited investor's family members of which a majority of the trustees are accredited investors and all of the beneficiaries are the accredited investor's spouse, a former spouse of the accredited investor or a parent, grandparent, brother, sister, child or grandchild of that accredited investor, of that accredited investor's</p>

	spouse or of that accredited investor's former spouse; Name(s) of settlor: _____ Name of trustees: _____ Categories of accredited investor: _____ Categories of beneficiaries: _____
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2. MINIMUM \$150,000 INVESTMENT

_____ (a) not an individual and is purchasing securities having an acquisition cost to the Purchaser of not less than \$150,000 paid in cash at the time of the distribution and was not created, or is not used, solely to purchase or hold securities in reliance on the exemption from the prospectus requirement available under section 2.10 of NI 45-106;

3. FAMILY, FRIENDS AND BUSINESS ASSOCIATES

_____ (a) a director, executive officer or control person of the Company, or of an affiliate of the Company;

_____ (b) a spouse, parent, grandparent, brother, sister, child or grandchild of a director, executive officer or control person of the Company, or of an affiliate of the Company, namely _____;
(name of director, executive officer or control person)

_____ (c) a parent, grandparent, brother, sister, child or grandchild of the spouse of a director, executive officer or control person of the Company or of an affiliate of the Company, namely _____;
(name of director, executive officer or control person)

_____*** (d) a close personal friend* of a director, executive officer or control person of the Company, or of an affiliate of the Company, namely _____;
(name of director, executive officer or control person) who the Purchaser has known for _____ years;

_____*** (e) a close business associate** of a director, executive officer or control person of the Company, or of an affiliate of the Company, namely _____;
(name of director, executive officer or control person) who the Purchaser has had business dealings with for _____ years;

_____*** (f) a founder of the Company or a spouse, parent, grandparent, brother, sister, child, grandchild, close personal friend* or close business associate** of a founder of the Company, namely _____;
(name of founder) who the Purchaser has known or had business dealings with for _____ years;

_____ (g) a parent, grandparent, brother, sister, child or grandchild of the spouse of a founder of the Company, namely _____;
(name of founder)

- _____*** (h) a person of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, persons described in paragraphs (a) to (g);
- _____ (i) a trust or estate of which all of the beneficiaries or a majority of the trustees or executors are persons described in paragraphs (a) to (g);

and, if the Purchaser is resident in, or otherwise subject to the securities laws of, Ontario, is not an investment fund and has concurrently herewith completed and signed and delivered to the Company Appendix "I-C" – Ontario Risk Acknowledgement Form 45-106F12.

*Where used in this Certificate, "close personal friend" means an individual who has known the named director, executive officer, control person or founder well enough and 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 paragraphs (b), (c), (f) or (g) if the family member otherwise meets the criteria described above. An individual's relationship with the named director, executive officer, control person or founder must be direct. An individual is not a "close personal friend" solely because that individual is a relative or a client, customer, former client or former customer of, or is a member of the same club, organization, association or religious group as, or is a co-worker, colleague or associate at the same workplace as, or a mere acquaintance of, or is connected through some form of social media such as Facebook, Twitter or LinkedIn with, the named director, executive officer, control person or founder.

**Where used in this Certificate, "close business associate" means an individual who has had sufficient prior business dealings with the named director, executive officer, control person or founder to be in a position to assess their capabilities and trustworthiness and to obtain information from them with respect to the investment. An individual's relationship with the named director, executive officer, control person or founder must be direct. An individual is not a "close business associate" solely because that individual is a client, customer, former client or former customer of, or is a member of the same club, organization, association or religious group as, or is a co-worker, colleague or associate at the same workplace as, or a mere acquaintance of, or is connected through some form of social media such as Facebook, Twitter or LinkedIn with, or is a casual business associate of, or is a person introduced or solicited for the purpose of purchasing securities by, the named director, executive officer, control person or founder.

***IF THE PURCHASER IS RESIDENT IN SASKATCHEWAN AND QUALIFIES TO PURCHASE BASED IN WHOLE OR IN PART ON A CLOSE PERSONAL FRIENDSHIP OR A CLOSE BUSINESS ASSOCIATION, THE PURCHASER MUST ALSO, CONCURRENTLY HEREWITH, COMPLETE AND SIGN AND DELIVER TO THE COMPANY APPENDIX "I-B" – SASKATCHEWAN RISK ACKNOWLEDGEMENT FORM 45-106F5.

4. EMPLOYEES, EXECUTIVE OFFICERS, DIRECTORS AND CONSULTANTS

- _____ (a) an employee, executive officer, director or consultant of the Company;
- _____ (b) an employee, executive officer, director or consultant of a related entity of the Company;
- _____ (c) a permitted assign of a person referred to in paragraphs (a) or (b);

and the Purchaser's purchase is "voluntary" (as defined in NI 45-106).

The representations, warranties, statements and certification made in this Certificate are true and accurate as of the date of this Certificate and will be true and accurate as of the Closing. If any such representation, warranty, statement or certification becomes untrue or inaccurate prior to the Closing, the undersigned Purchaser shall give the Company immediate written notice thereof.

DATED _____, 2017.

Name of Purchaser [Please Print]

Witness (If Purchaser is an individual)

Signature of Purchaser or Authorized Signatory of Purchaser

Name of Witness [Please Print]

Name and Office of Authorized Signatory of Purchaser [Please Print]

Address of Purchaser

SCHEDULE “Z”

Definitions

“**affiliate**” means an issuer connected with another issuer because

- (a) one of them is the subsidiary of the other, or
- (b) each of them is controlled by the same person;

“**Canadian financial institution**” means:

- (a) an association governed by the *Cooperative Credit Associations Act* (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of the *Cooperative Credit Associations Act* (Canada); or
- (b) 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 meaning ascribed to it in securities legislation except in Manitoba, Ontario, Quebec, Nova Scotia, Newfoundland and Labrador, Prince Edward Island, the Northwest Territories and Nunavut where “control person” means any person that holds or is one of a combination of persons that hold:

- (a) a sufficient number of any of the 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;

“**director**” means

- (a) a member of the board of directors of a company or an individual who performs similar functions for a company; and
- (b) 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 adviser**” means:

- (a) a person that is registered as an investment dealer and authorized to give advice with respect to the type of security being distributed; and
- (b) in Saskatchewan or Manitoba, also means a lawyer who is a practicing member in good standing with a law society of a jurisdiction of Canada or a public accountant who is a member in good standing of an institute or association of chartered accountants, certified general accountants or certified management accountants in a jurisdiction of Canada provided that the lawyer or public accountant must not:
 - (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 an issuer, an individual who is

- (a) a chair, vice-chair or president,
- (b) a vice-president in charge of a principal business unit, division or function including sales, finance or production, or
- (c) performing a policy-making function in respect of the issuer;

“**financial assets**” means

- (a) cash,
- (b) securities, or
- (c) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation.

“**financial statements**” includes interim financial reports;

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

“**founder**” means, in respect of an issuer, a person who,

- (a) acting alone, in conjunction, or in concert with one or more persons, directly or indirectly, takes the initiative in founding, organizing or substantially reorganizing the business of the issuer, and
- (b) at the time of the distribution or trade is actively involved in the business of the issuer;

“**fully managed account**” means an account of a client for which a person makes the investment decisions if that person has full discretion to trade in securities for the account without requiring the client’s express consent to a transaction;

“**investment fund**” has the meaning ascribed to it 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;

“**permitted assign**” means, for a person that is an employee, executive officer, director or consultant of an issuer or of a related entity of the issuer,

- (a) a trustee, custodian, or administrator acting on behalf of, or for the benefit of the person,
- (b) a holding entity of the person,
- (c) a RRSP, RRIF or TFSA of the person,
- (d) a spouse of the person,
- (e) a trustee, custodian, or administrator acting on behalf of, or for the benefit of the spouse of the person,
- (f) a holding entity of the spouse of the person, or
- (g) a RRSP, RRIF or TFSA of the spouse of the person;

“**person**” includes

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

“**person**” in Ontario means an individual, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, trustee, executor, administrator or other legal representative;

“**related entity**” means, for an issuer, a person that controls or is controlled by the issuer or that is controlled by the same person that controls the issuer;

“**related liabilities**” means

- (a) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or
- (b) 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,

- (a) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada), from the other individual, or
- (b) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender; or
- (c) in Alberta, is an individual referred to in paragraph (a) or (b), or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta);

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

“**voting security**” means any security which:

- (a) is not a debt security; and
- (b) carries a voting right either under all circumstances or under some circumstances that have occurred and are continuing.

APPENDIX "I-A"
TO PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT

Form 45-106F9
Form for Individual Accredited Investors

<p>WARNING!</p> <p>This investment is risky. Don't invest unless you can afford to lose all the money you pay for this investment.</p>
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SECTION 1 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER

1. About your investment

Type of securities: Units, each Unit comprised of 1 common share of the Issuer and one common share purchase warrant of the Issuer, each warrant entitling the purchase of 1 common share of the Issuer at CDN\$_____ for 5 years.	Issuer: NEW AGE METALS INC.
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Purchased from: The Issuer

SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER

2. Risk acknowledgement

This investment is risky. Initial that you understand that:	Your initials
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Risk of loss – You could lose your entire investment of \$_____. [Instruction: Insert the total dollar amount of the investment.]	
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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 .	
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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
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<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.) 	
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<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. 	
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<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.) 	
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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	
<i>[Instruction: The salesperson is the person who meets with, or provides information to, the purchaser with respect to making this investment. That could include a representative of the issuer or selling security holder, a registrant or a person who is exempt from the registration requirement.]</i>	
First and last name of salesperson (please print):	
Telephone:	Email:
Name of firm (if registered):	
SECTION 6 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER	
6. For more information about this investment	
NEW AGE METALS INC. 101-2148 West 38th Avenue Vancouver, BC, V6M 1R9 Harry Barr (604) 685-1870 Charlotte Brown Corporate Secretary charlotte@newagemetals.com www.newagemetals.com For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca.	

A. *The Purchaser must sign this form. Each of the Purchaser 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.*

APPENDIX "I-B"

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. *[Instruction: Delete if sold by registrant]*
- I will not be able to sell these securities except in very limited circumstances. I may never be able to sell these securities. *[Instruction: Delete if issuer is reporting]*
- The securities are redeemable, but I may only be able to redeem them in limited circumstances. *[Instruction: Delete if securities are not redeemable]*
- I will not be able to sell these securities for 4 months. *[Instruction: Delete if issuer is not reporting]*
- 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 Purchaser

Print name of Purchaser

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

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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.

The issuer of your securities is a non-reporting issuer [*Instruction: Delete if issuer is reporting*]

A *non-reporting issuer* does not have to publish financial information or notify the public of changes in its business. You may not receive ongoing information about this issuer. You can only sell the securities of a non-reporting issuer in very limited circumstances. You may never be able to sell these securities.

The securities you are buying are not listed [*Instruction: Delete if securities are listed or quoted*]

The securities you are buying are not listed on any stock exchange, and they may never be listed. There may be no market for these securities. You may never be able to sell these securities.

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

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

APPENDIX "I-C"
TO PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT

Form 45-106F12
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: Units, each Unit comprised of 1 common share of the Issuer and one common share purchase warrant of the Issuer, each warrant entitling the purchase of 1 common share of the Issuer at CDN\$_____ for 5 years.	Issuer: NEW AGE METALS INC.
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SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER

2. Risk acknowledgment

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 associates 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) <i>[check all applicable boxes]</i> <input type="checkbox"/> a director of the issuer or an affiliate of the issuer <input type="checkbox"/> an executive officer of the issuer or an affiliate of the issuer <input type="checkbox"/> a control person of the issuer or an affiliate of the issuer <input type="checkbox"/> a founder of the issuer OR 2) <i>[check all applicable boxes]</i> <input type="checkbox"/> 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 <input type="checkbox"/> 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	

<p>B) You are a family member of _____ <i>[Instruction: Insert the name of the person who is your relative either directly or through his or her spouse]</i>, who holds the following position at the issuer or an affiliate of the issuer: _____.</p> <p>You are the _____ of that person or that person's spouse.</p> <p><i>[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.]</i></p>	
<p>C) You are a close personal friend of _____ <i>[Instruction: Insert the name of your close personal friend]</i>, who holds the following position at the issuer or an affiliate of the issuer: _____.</p> <p>You have known that person for _____ years.</p>	
<p>D) You are a close business associate of _____ <i>[Instruction: Insert the name of your close business associate]</i>, who holds the following position at the issuer or an affiliate of the issuer: _____.</p> <p>You have known that person for _____ years.</p>	
4. Your name and signature	
<p>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.</p>	
<p>First and last name (please print): _____</p>	
<p>Signature: _____</p>	<p>Date: _____</p>
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	
<p><i>[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 3B, C or D of this form.]</i></p> <p>By signing this form, you confirm that you have, or your spouse has, the following relationship with the purchaser: <i>[check the box that applies]</i></p> <p> <input type="checkbox"/> family relationship as set out in section 3B of this form <input type="checkbox"/> close personal friendship as set out in section 3C of this form <input type="checkbox"/> close business associate relationship as set out in section 3D of this form </p>	

First and last name of contact person <i>[please print]</i> :	
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	
<p>NEW AGE METALS INC. 101-2148 West 38th Avenue Vancouver, BC, V6M 1R9 Harry Barr (604) 685-1870</p> <p>Charlotte Brown Corporate Secretary charlotte@newagemetals.com www.newagemetals.com</p>	
Signature of executive officer of the issuer (other than the purchaser):	Date:

**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.*

APPENDIX "II"

TO PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT

U.S. CERTIFICATE

TO: NEW AGE METALS INC. (the "Company")

All capitalized terms used herein, unless otherwise defined, have the meanings ascribed thereto in the Private Placement Subscription Agreement to which this Appendix "II" – U.S. Certificate is attached (the "**Agreement**").

In addition to the covenants, representations and warranties contained in the Agreement, the undersigned Purchaser covenants, represents and warrants to the Company that the Purchaser:

- (a) is a "U.S. Person" (as that term is defined in Regulation S under the United States *Securities Act of 1933*, as amended (the "**1933 Act**")), or is not a U.S. Person but is a person within the "United States" (as that term is defined in Regulation S under the 1933 Act) or was offered the Units, or executed or delivered the Agreement, in the United States, or was in the United States at the time the Purchaser's buy order originated, or is purchasing the Units for the account of or benefit of a U.S. Person or a person in the United States or is otherwise subject to the securities laws of the United States;
- (b) has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of the investment and is able to bear the economic risk of loss of the investment;
- (c) is purchasing the Units and will purchase any securities ultimately issuable upon conversion or exercise of the Units, including the Shares, Warrants and Warrant Shares (collectively the "**Securities**") for investment only and not with a view to resale or distribution and in particular, the Purchaser will not distribute either directly or indirectly any of the Securities in the United States or to a U.S. Person unless such Securities are registered under the 1933 Act and any applicable state securities laws, including, without limitation, any regulation under the 1933 Act, or in reliance on and pursuant to an exemption from such requirements. The Purchaser acknowledges that the Company has not undertaken, and will have no obligation, to register any of the Securities under the 1933 Act or any applicable state securities laws;
- (d) understands that the Securities have not been and will not be registered under the 1933 Act, or the applicable securities laws of any state, and that the purchase and sale contemplated hereby is being made in reliance on an exemption from registration contained in Section 4(a)(2) of the 1933 Act and Regulation D promulgated under the 1933 Act based in part upon the Purchaser's representations contained herein, including without limitation that the Purchaser is an "accredited investor" within the meaning of Rule 501 of Regulation D promulgated under the 1933 Act, and will be an accredited investor upon any exercise of Warrants;
- (e) is an "accredited investor", as defined in Rule 501(a) of Regulation D under the 1933 Act, and satisfies one or more of the categories indicated below (please place an "X" and initial on the appropriate line or lines) and provide, by attachment to this U.S. Certificate, either (i) written confirmation from one of the following persons or entities that such person or entity has taken reasonable steps to verify that the Purchaser is an accredited investor within the prior three months and has determined that such Purchaser is an accredited investor:

(A) A registered broker-dealer;

(B) An investment adviser registered in the United States Securities and Exchange Commission;

(C) A licensed attorney who is in good standing under the laws of the jurisdictions in which he or she is admitted to practice law; or

(D) A certified public accountant who is duly registered and in good standing under the laws of the place of his or her residence or principal office;

or (ii) the verification set forth by asterisk following each category), and is:

- _____ Category 1. An organization described in Section 501(c)(3) of the United States Internal Revenue Code, a corporation, a Massachusetts or similar business trust, or a partnership, not formed for the specific purpose of acquiring the Securities, with total assets in excess of US\$5,000,000;*
- _____ Category 2. A natural person whose individual net worth, or joint net worth with that person's spouse, at the time of purchase exceeds US\$1,000,000; provided, however, that (i) the person's primary residence shall not be included as an asset; (ii) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of the sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (iii) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability;**
- _____ Category 3. A natural person who had an individual income in excess of US\$200,000 in each of the two most recent years or joint income with that person's spouse in excess of US\$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;***
- _____ Category 4. A "bank" as defined under Section (3)(a)(2) of the 1933 Act or savings and loan association or other institution as defined in Section (3)(a)(5)(A) of the 1933 Act acting in its individual or fiduciary capacity; a broker dealer registered pursuant to Section 15 of the *Securities Exchange Act of 1934*; an insurance company as defined in Section 2(13) of the 1933 Act; an investment company registered under the *Investment Company Act of 1940* or a business development company as defined in Section 2(a)(48) of such act; a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the *Small Business Investment Act of 1958*; a plan with total assets in excess of \$5,000,000 established and maintained by a state, a political subdivision thereof, or an agency or instrumentality of a state or a political subdivision thereof, for the benefit of its employees; an employee benefit plan within the meaning of the *Employee Retirement Income Security Act of 1974* whose investment decisions is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000, or, if a self-directed plan, whose investment decisions are made solely by persons that are accredited investors;****
- _____ Category 5. A private business development company as defined in Section 202(a)(22) of the *Investment Advisers Act of 1940*;****
- _____ Category 6. A director or executive officer of the Company;
- _____ Category 7. A trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Securities, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the 1933 Act;*
- _____ Category 8. An entity in which all of the equity owners satisfy the requirements of one or more of the foregoing categories.****

* Independently prepared documentation supporting the asset value, made up to a date no more than three months prior to the Closing Date and, in the case of Category 7, written confirmation from one of the persons listed in (A) to (D) above as to the purchase being directed by a sophisticated person.

** One or more of the following types of documentation dated within the prior three months and a written representation from the Purchaser that all liabilities necessary to make a determination of net worth have been disclosed:

- with respect to assets: bank statements, brokerage statements and other statements of securities holdings, certificates of deposit, tax assessments, and appraisal reports issued by independent third parties; and
- with respect to liabilities: a consumer report from at least one of the nationwide consumer reporting agencies.

*** Any Internal Revenue Service form that reports the Purchaser's income for the two most recent years (including, but not limited to, Form W-2, Form 1099, Schedule K-1 to Form 1065, and Form 1040) and a written representation from the Purchaser that he or she has a reasonable expectation of reaching the income level necessary to qualify as an accredited investor during the current year.

**** Independent evidence of qualification.

- (f) acknowledges that the Purchaser has not purchased the Securities as a result of any form of general solicitation or general advertising including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media (including any press release of the Company) or broadcast over the internet, radio, or television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;
- (g) understands that the Securities will not be registered under the 1933 Act and are "restricted securities" as that term is defined in Rule 144 of the 1933 Act and agrees that if the Purchaser decides to offer, sell or otherwise transfer any of the Securities, the Purchaser will not offer, sell or otherwise transfer any of such Securities directly or indirectly, unless:
- (A) the sale is to the Company;
 - (B) the sale is made outside the United States in a transaction meeting the requirements of Regulation S under the 1933 Act and in compliance with applicable local laws and regulations;
 - (C) the sale is made pursuant to the exemption from the registration requirements under the 1933 Act provided by Rule 144 or 144A thereunder, if available, and in compliance with any applicable state securities laws; or
 - (D) the Securities are sold in a transaction that does not require registration under the 1933 Act or any applicable state laws and regulations governing the offer and sale of securities, and the Purchaser has prior to such sale furnished to the Company an opinion of counsel reasonably satisfactory to the Company, stating that such sale, transfer, assignment or hypothecation is exempt from the registration and prospectus delivery requirements of the 1933 Act and any applicable state securities laws;
- (h) understands and agrees that the Warrants may not be sold or otherwise transferred to, or exercised in the United States or by or on behalf of a U.S. Person or person in the United States unless such securities are registered under the 1933 Act and any applicable state securities laws or unless an exemption from such registration requirements is available;
- (i) acknowledges that the Purchaser has not purchased the Securities as a result of, and will not itself engage in, any "directed selling efforts" (as defined in Regulation S under the 1933 Act) in the United States in respect of the Securities which would include any activities undertaken for the purpose of, or that could

reasonably be expected to have the effect of, conditioning the market in the United States for the resale of the Securities;

- (j) understands and acknowledges that upon the issuance thereof, and until such time as the same is no longer required under the applicable requirements of the 1933 Act or applicable state securities laws and regulations, the certificates representing any of the Securities will bear a legend in substantially the following form:

“THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE *UNITED STATES SECURITIES ACT OF 1933*, AS AMENDED, (THE “SECURITIES ACT”) OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE OFFERED, SOLD, EXCHANGED, MORTGAGED, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES OR TO OR FOR THE BENEFIT OF ANY NATIONAL, CITIZEN OR RESIDENT OF THE UNITED STATES, ANY CORPORATION, PARTNERSHIP OR OTHER ENTITY CREATED OR ORGANIZED IN OR UNDER THE LAWS OF THE UNITED STATES, EXCEPT: (A) TO NEW AGE METALS INC. (THE “COMPANY”), (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE SECURITIES ACT AND WITH APPLICABLE STATE SECURITIES LAWS, (C) IN COMPLIANCE WITH RULE 144 OR 144A UNDER THE SECURITIES ACT AND WITH APPLICABLE STATE SECURITIES LAWS, OR (D) WITH THE PRIOR WRITTEN CONSENT OF THE COMPANY, UPON THE COMPANY RECEIVING AN OPINION OF COUNSEL FOR THE HOLDER, STATING THAT SUCH SALE, TRANSFER, ASSIGNMENT OR HYPOTHECATION IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS UNDER THE SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS.”

and that any certificate representing any securities issuable in exchange for any of the Securities or in substitution thereof will bear the same legend; provided that if any of the Securities are being sold under clause (g)(B) above at a time when the Company is a “Foreign Issuer”, as defined in Regulation S under the 1933 Act, the legend may be removed from such Securities by providing a declaration to the registrar and transfer agent of the Company in the form the Company may reasonably prescribe from time to time;

- (k) acknowledges that the Purchaser shall be required to make the following certification when selling securities in accordance with Rule 904 of Regulation S under the 1933 Act;

“The Undersigned (A) acknowledges that the sale of the securities to which this declaration relates is being made in reliance on Rule 904 of Regulation S under the United States *Securities Act of 1933*, as amended (the “1933 Act”) and (B) certifies that: (1) the seller is not an affiliate of the Company as defined in the 1933 Act (other than solely by virtue of his position as an officer or director of the Company); (2) the offer of such securities was not made to a person in the United States and either (a) at the time the buy order was originated, the buyer was outside the United States; or (b) the transaction was executed on or through the facilities of the TSX, the TSX Venture Exchange or any other “designated offshore securities market” and neither the seller nor any person acting on its behalf knows that the transaction has been pre-arranged with a buyer in the United States; (3) neither the seller nor any affiliate of the seller nor any person acting on its or their behalf has engaged or will engage in any “directed selling efforts” in connection with the offer and sale of such securities; (4) the sale is bona fide and not for the purpose of “washing off” the resale restrictions imposed because the securities are “*restricted securities*” (as such term is defined in Rule 144(a)(3) under the 1933 Act); (5) the seller does not intend to replace the securities sold in reliance on Rule 904 of the 1933 Act with fungible unrestricted securities; and (6) the contemplated sale is not a transaction, or part of a series of transactions which, although in technical compliance with Regulation S, is part of a plan or scheme to evade the registration provisions of the 1933 Act. Terms used herein have the meanings given to them by Regulation S under the 1933 Act;”

- (l) consents to the Company making a notation on its records or giving instructions to the registrar and transfer agent of the Company in order to implement the restrictions on transfer set forth and described herein;
- (m) if an individual, is a resident of the state or other jurisdiction in the address set out in the “Address of Residence” on the first page of the Agreement, or if the Purchaser is not an individual, the office of the subscriber at which the Purchaser received and accepted the offer to purchase the Securities is the address set out in the “Address of Residence” on the first page of the Agreement;

- (n) understands and acknowledges that the publicly available materials regarding the Company in Canada may not contain all the information that would be found in the applicable registration statement if the Units, or the Shares, Warrants or Warrant Shares were registered under the 1933 Act and that the Company's financial statements have been prepared in accordance with International Financial Reporting Standards, which differ in some respects from United States generally accepted accounting principles, and therefore may not be comparable to financial statements of United States companies;
- (o) has relied solely upon its own independent investigation in making a decision to purchase the Securities and acknowledges that (i) the Securities are speculative investments which involve a substantial degree of risk with no assurance of any income from such investments and the possibility that such may become worthless and (ii) there is no market for the Units, Shares, Warrants or Warrant Shares in the United States, and investors must therefore be prepared to bear the economic risks for an indefinite period;
- (p) certifies that the Purchaser has received or has had full access to all the information the Purchaser considers necessary or appropriate to make an informed investment decision with respect to the Securities including, without limitation, access to the Company's public reports filed on the System for Electronic Data Analysis and Retrieval at <http://www.sedar.com>;
- (q) certifies that the Purchaser has had an opportunity to ask questions and receive answers from the Company regarding the Company's business, management and financial affairs and the terms and conditions of the offer, sale and issuance of the Securities and to obtain additional information (to the extent the Company possessed such information or could acquire it without unreasonable effort or expense) necessary to verify any information furnished to the Purchaser or to which the Purchaser had access;
- (r) certifies that the offer, sale and issuance of the Securities is not a transaction, or part of a chain of transactions which, although in technical compliance with Regulation D promulgated under the 1933 Act, is part of a plan or scheme to evade the registration requirements of the 1933 Act; and
- (s) certifies that, if the Purchaser is an entity or organization, the Purchaser was not formed for the specific purpose of acquiring the Securities.

IN WITNESS WHEREOF, the undersigned has executed this U.S. Certificate as of the _____ day of _____, 2017.

If a Corporation, Partnership or Other Entity:

If an Individual:

Print or Type Name

Print or Type Name

Signature

Signature

Name and Title of Signatory

Social Security/Tax I.D. No.

[END OF APPENDIX II]

APPENDIX III
FOREIGN RESIDENT CERTIFICATE

In addition to the covenants, representations and warranties contained in the Private Placement Subscription Agreement the undersigned Subscriber covenants, represents and warrants to the Company that:

The Subscriber warrants he is not a US or Canadian subscriber. The Subscriber further warrants that the Subscriber is an eligible exempt investor under the Subscriber's domicile laws. The Subscriber therefore has no restriction in law to his right to subscribe to Securities and acknowledges that the Company relies upon this in issuing the Securities. The Subscriber advises the Company that he is exempt from investment restriction in his country of domicile by one or more of the following (check appropriate category):

- the Subscriber's domicile laws do not restrict a citizen's investment;
- the Subscriber is subscribing for an amount which constitutes an exempt purchase amount in the Subscriber's jurisdiction which is \$ _____;
- the Subscriber is exempt from registration in his jurisdiction due to his net wealth (the minimum net amount of which is \$ _____);
- the Subscriber is exempt due to a further exemption which is described as:

The statements made in this Certificate are true.

DATED _____, 2017.

Name of Purchaser [Please Print]

Signature of Purchaser or Authorized Signatory
of Purchaser

[END OF APPENDIX II]

**APPENDIX “IV”
TO PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT**



**FORM 4C
CORPORATE PLACEE REGISTRATION FORM**

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

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

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

3. If the answer to 2(b) above was “Yes”, the undersigned certifies that:
 - (a) it is purchasing securities of an Issuer on behalf of managed accounts for which it is making the investment decision to purchase the securities and has full discretion to purchase or sell securities for such accounts without requiring the client’s express consent to a transaction;
 - (b) it carries on the business of managing the investment portfolios of clients through discretionary authority granted by those clients (a “portfolio manager” business) in _____ [jurisdiction], and it is permitted by law to carry on a portfolio manager business in that jurisdiction;

- (c) it was not created solely or primarily for the purpose of purchasing securities of the Issuer;
- (d) the total asset value of the investment portfolios it manages on behalf of clients is not less than \$20,000,000; and
- (e) it has no reasonable grounds to believe, that any of the directors, senior officers and other insiders of the Issuer, and the persons that carry on investor relations activities for the Issuer has a beneficial interest in any of the managed accounts for which it is purchasing.

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

Name *	City	Province or State	Country

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

5. Acknowledgement - Personal Information and Securities Laws

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

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

- (i) the disclosure of Personal Information by the undersigned to the Exchange (as defined in Appendix 6B) pursuant to this Form; and
- (ii) the collection, use and disclosure of Personal Information by the Exchange for the purposes described in Appendix 6B or as otherwise identified by the Exchange, from time to time.
- (b) The undersigned acknowledges that it is bound by the provisions of applicable Securities Law, including provisions concerning the filing of insider reports and reports of acquisitions.

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

(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