

SUBSCRIPTION FOR UNITS

TO: Chimata Gold Corp. (the "Corporation")

The undersigned (the "**Subscriber**") hereby irrevocably subscribes for and agrees to purchase the number of units ("**Units**") of the Corporation set forth below for the aggregate subscription price ("**Aggregate Subscription Amount**") set forth below, representing a subscription price of \$0.055 per Unit, upon and subject to the terms and conditions set forth in "Terms and Conditions of Subscription for Units of Chimata Gold Corp." attached hereto (together with this page and attached Schedules, the "**Subscription Agreement**"). Each Unit consists of one common share of the Corporation (a "**Common Share**" and collectively, the "**Common Shares**") and one common share purchase warrant (each whole warrant a "**Warrant**" and collectively, the "**Warrants**") of the Corporation. Each whole Warrant shall entitle the holder thereof to acquire one additional Common Share at a price of \$0.075 per Common Share for a period of 36 months from the date of issuance. The Corporation will allocate \$0.055 to each Common Share and nil to each Warrant comprising a Unit. **In addition to this face page, the Subscriber must also complete all applicable schedules attached hereto.**

Full Legal Name of Subscriber (please print)

By: _____
Signature of Subscriber or its Authorized Representative

Official Title or Capacity (please print)

Name of Signatory (please print name of individual whose signature appears above if different than name of Subscriber)

Subscriber's Residential Address (including postal code)

Telephone Number (including area code)

e-mail Address

By executing this Subscription Agreement, you are consenting to the collection, use and disclosure of personal information in the manner described in the privacy notice on pages 12 and 13 of this Subscription Agreement.

Aggregate Subscription Amount: \$

Number of Units:

Disclosed Beneficial Purchaser Information:

If the Subscriber is signing as agent for a principal and is not deemed to be purchasing as principal pursuant to applicable securities legislation, complete the following and ensure that the Schedules and Exhibits, as applicable, are completed in respect of such principal:

(Name of Principal)

(Principal's Address)

(Telephone Number)

(E-mail Address)

Register the Common Shares and Warrants (if different from address given above) as follows:

Name

Account reference, if applicable

Address (including postal code)

Deliver the Common Shares and Warrants (if different from address given above) as follows:

Name

Account reference, if applicable

Contact Name

Address (including postal code)

Telephone Number (including area code)

This is the first page of an agreement comprised of 13 pages (excluding the Schedules hereto).

ACCEPTANCE: The Corporation hereby accepts the subscription as set forth above on the terms and conditions contained in this Subscription Agreement.

CHIMATA GOLD CORP.

_____, 2017

Per: _____

No.: _____

IMPORTANT INSTRUCTIONS – PLEASE READ CAREFULLY

PLEASE MAKE SURE THAT YOUR SUBSCRIPTION INCLUDES:

1. a signed copy of this Subscription Agreement;
2. a certified cheque or bank draft in an amount equal to the Aggregate Subscription Amount payable in Canadian dollars to "**Chimata Gold Corp.**" OR
a wire transfer or direct deposit to:

Account with Institution (Beneficiary's Bank)	Bank of Montreal 595 Burrard street, P.O. Box 49500 Vancouver, BC Canada V7X 1L7
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Swift:	BOFMCAM2
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Branch Transit Number:	0004
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IBAN:	00401754511
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Account Name:	CHIMATA GOLD CORP.
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Account #	1754511
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Account Address:	202 – 905 West Broadway Vancouver, BC V5Z 4M3 Canada 1 (310) 435-0435
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PLEASE NOTE THAT THE FAILURE TO PROVIDE ALL OF THE ABOVE INFORMATION IN RESPECT OF WIRE TRANSFERS MAY RESULT IN THE COMPLETION OF YOUR SUBSCRIPTION FOR SECURITIES HEREUNDER BEING REJECTED OR DELAYED.

3. **if the Subscriber is purchasing Units as an "accredited investor",** one (1) copy of the Representation Letter in the form attached to this Subscription Agreement as Schedule "A" (including a duly completed and initialed copy of Exhibit A to Schedule "A") **and, if you are an individual described in paragraphs (j), (k), or (l) of the definition of "accredited investor" in Section 1.1 of NI 45-106 (which definition is reproduced in Exhibit A to Schedule "A"),** a duly completed and signed copy of Exhibit B to Schedule "A";
4. **if the Subscriber is purchasing as a "family member, close personal friend or close personal business associate"** and:
 - resident in, or subject to the laws of, any province of Canada except Saskatchewan or Ontario, one (1) copy of a Representation Letter in the form attached to this Subscription Agreement as Schedule "B";
 - resident in, or subject to the laws of, the Province of Saskatchewan, one (1) copy of a Representation Letter in the form attached to this Subscription Agreement as Schedule "B" and one (1) copy of a Risk Acknowledgement Form in the form attached to this Subscription Agreement as Schedule "C" [Note: *If applicable, the Subscriber must sign 2 copies of Schedule "C" and the Subscriber and the Corporation must each receive a signed copy*]; and

- resident in, or subject to the laws of, the Province of Ontario, one (1) duly completed copy of the Risk Acknowledgement Form in the form attached to this Subscription Agreement as Schedule "D" and executed by the Subscriber and by the applicable family member, close personal friend or close personal business associate **and the Subscriber shall sign and retain a second copy of such Risk Acknowledgement Form for the Subscriber's records;**
- 5. **if the Subscriber is a resident of a jurisdiction outside of both Canada and the United States**, a copy of the Representation Letter in the form attached to this Subscription Agreement as Schedule "E";
- 6. **all Subscribers must provide a properly completed and duly executed copy of the Private Placement Questionnaire in the form attached as Schedule "F" to this Subscription Agreement;** and
- 7. **if the Subscriber is not an individual**, one manually signed and duly completed Corporate Placee Registration Form in the form required by the TSX Venture Exchange and as attached as Schedule "G" to this Subscription Agreement, provided that such form is not required if the Subscriber has previously filed a Corporate Placee Registration Form with the TSX Venture Exchange and the information contained in such form has not changed since the last filing;
- 8. **if the Subscriber is a U.S. Purchaser**, a copy of the Certification of U.S. Purchaser in the form attached to this Agreement as Schedule "I".

PLEASE DELIVER THE AFOREMENTIONED DOCUMENTS AND PAYMENT TO:

Chimata Gold Corp.
202 – 905 West Broadway
Vancouver, BC V5Z 4M3 Canada

Attention: Robert Rosner, Chief Financial Officer
T: 310-435-0435
F: 310-734-1502
E: Robert@chimatagoldcorp.com

TERM SHEET

CHIMATA GOLD CORP.

NON-BROKERED PRIVATE PLACEMENT OFFERING OF COMMON SHARES OF THE CORPORATION

Issuer:	CHIMATA GOLD CORP. (“CAT” or the “Corporation”)
Issue Size:	Up to a maximum of \$825,000 by the issuance of 15,000,000 Unit, as this term is defined below.
Offering:	Comprised of units of the Corporation (each a “Unit”), each Unit being comprised of one common share in the share capital of the Corporation issued at a price of \$0.055 per common share and one common share purchase warrant entitling its holder to purchase one additional common share at a price of \$0.075 for a period of 36 months following the closing.
Offering Price:	\$0.055 per Unit.
Offering Basis:	Non-Brokered private placement on a commercially reasonable efforts agency basis without underwriting liability.
Capital Structure:	Prior to the Offering, the share capital of the Corporation consists of 10,329,800 issued and outstanding common shares.
Offering Jurisdictions:	Ontario, Quebec, Alberta and British Columbia and such other jurisdictions as the Corporation may deem advisable, subject to regulatory requirements (the “Offering Jurisdictions”).
Qualification for Subscription:	The Offering is made to accredited investors within the meaning of <i>National Instrument 45-106</i> in the Offering Jurisdictions and existing security holders as provided by <i>BC Instrument 45-534</i> and by <i>Regulation 45-513</i> in and or pursuant to other applicable registration and prospectus exemptions in identified jurisdictions.
Hold Period:	Units issued are subject to a hold period ending four months and a day after the Closing Date.
Expenses	The parties shall pay their own expenses and legal fees in connection with this Offering.
Governing Law	This Offering shall be governed by the laws of the Province of British Columbia and the federal laws applicable therein.
Use of Proceeds:	The proceeds of the sale of this Offering, will be used for exploration expenditures on existing mining properties, for due diligence on potential acquisition targets, reserve for potential asset acquisition investigations and for general working capital purposes.
Confidentiality	Except as required by law, neither the Corporation nor a Subscriber shall disclose the terms of the contemplated Offering described herein.
Closing Date:	The Corporation reserves the right to proceed with multiple closings of the Offering, without any restrictions as to minimum amounts subscribed.

**TERMS AND CONDITIONS OF SUBSCRIPTION FOR
UNITS OF CHIMATA GOLD CORP.**

1. **Definitions.** In this Subscription Agreement:
 - (a) "Aggregate Subscription Amount" has the meaning set forth on the face page hereof;
 - (b) "Closing Date" means such date(s) as the Corporation may determine;
 - (c) "Common Shares" means common shares in the capital of the Corporation;
 - (d) "Corporation" means Chimata Gold Corp., a corporation organized under the laws of British Columbia;
 - (e) "Existing Security Holders" means a person who, as of the record date, which is the date that is at least one day prior to the announcement date, held a listed security to be distributed by the Corporation under this Offering;
 - (f) "Offering" shall have the meaning ascribed thereto in paragraph 2(b) hereof;
 - (g) "Underlying Securities" means the Common Shares and Warrants comprising the Units and the Common Shares issuable upon exercise of the Warrants;
 - (h) "Units" has the meaning set forth on the face page hereof; and
 - (i) "Warrants" has the meaning set forth on the face page hereof.
2. **Acknowledgements of the Subscriber.** The Subscriber acknowledges (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting) that:
 - (a) this subscription is subject to rejection or acceptance by the Corporation in whole or in part, and is effective only upon acceptance by the Corporation;
 - (b) the Units subscribed for by the Subscriber hereunder form part of a larger issue and sale by the Corporation of Units at a subscription price of \$0.055 per Unit (the "**Offering**");
 - (c) **the Subscriber is responsible for obtaining such legal and tax advice as it considers appropriate in connection with the execution, delivery and performance by it of this Subscription Agreement and the Subscriber further acknowledges that the Corporation's counsel is acting as counsel to the Corporation and not as counsel to the Subscriber; and**
 - (d) **there are risks associated with an investment in the Units and, as a result, the Subscriber may lose its entire investment.**
3. **Representations, Warranties and Covenants of the Subscriber.** By executing this Subscription Agreement, the Subscriber (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting) represents, warrants and covenants to the Corporation and its counsel (and acknowledges that the Corporation and its counsel are relying thereon) that:
 - (a) if the Subscriber is an individual, the Subscriber is of the full age of majority in the jurisdiction in which this Subscription Agreement is executed and is legally competent to execute and deliver this Subscription Agreement, to perform all of its obligations hereunder, and to undertake all actions required of the Subscriber hereunder;
 - (b) if the Subscriber is not an individual, the Subscriber has the requisite power, authority, legal capacity and competence to execute and deliver and be bound by this Subscription Agreement, to perform all of its obligations hereunder, and to undertake all actions required of the Subscriber hereunder, and all necessary approvals of its directors, partners, shareholders, trustees or otherwise with respect to such matters have been given or obtained;
 - (c) if the Subscriber is a body corporate, partnership, unincorporated association or other entity, the Subscriber has been duly incorporated or created and is validly subsisting under the laws of its jurisdiction of incorporation or creation;
 - (d) this Subscription Agreement has been duly and validly authorized, executed and delivered by, and constitutes a legal, valid, binding and enforceable obligation of, the Subscriber;
 - (e) the execution, delivery and performance by the Subscriber of this Subscription Agreement and the completion of the transactions contemplated hereby do not and will not result in a violation of any

law, regulation, order or ruling applicable to the Subscriber, and do not and will not constitute a breach of or default under any of the Subscriber's constating documents (if the Subscriber is not an individual) or any agreement or covenant to which the Subscriber is a party or by which it is bound;

- (f) the Subscriber confirms that the Subscriber (and, if the Subscriber is not purchasing as principal, each beneficial purchaser for whom the Subscriber is acting):
 - (i) has such knowledge in financial and business affairs as to be capable of evaluating the merits and risks of its investment in the Units;
 - (ii) is capable of assessing the proposed investment in the Units as a result of the Subscriber's own experience or as a result of advice received from a person registered under applicable securities legislation;
 - (iii) is aware of the characteristics of the Underlying Securities and the risks relating to an investment therein; and
 - (iv) is able to bear the economic risk of loss of its entire investment in the Units;
- (g) the Subscriber understands that no securities commission, stock exchange, governmental agency, regulatory body or similar authority has made any finding or determination or expressed any opinion with respect to the merits of investing in the Units;
- (h) the Subscriber understands and acknowledges that no prospectus has been filed by the Corporation with any securities commission or similar regulatory authority in any jurisdiction in connection with the issuance of the Underlying Securities and that the Units are being offered for sale only on a "private placement" basis and that the sale of the Units is conditional upon such sale being exempt from the requirements to file and obtain a receipt for a prospectus, and the requirement to sell securities through a registered dealer, or upon the issuance of such orders, consents or approvals as may be required to enable such sale to be made without complying with such requirements, and that as a consequence of acquiring the Units pursuant to such exemptions:
 - (i) the Subscriber is restricted from using some of the civil remedies otherwise available under applicable securities laws;
 - (ii) the Subscriber will not receive information that would otherwise be required to be provided to it under applicable securities laws; and
 - (iii) the Corporation is relieved from certain obligations that would otherwise apply under applicable securities laws;
- (i) the Subscriber confirms that neither the Corporation nor any of its directors, employees, officers or affiliates, have made any representations (written or oral) to the Subscriber:
 - (i) regarding the future value of the Underlying Securities;
 - (ii) that any person will resell or repurchase the Underlying Securities; or
 - (iii) that any person will refund the purchase price of the Units;
- (j) the Subscriber confirms that it has been advised to consult its own legal and financial advisors with respect to the suitability of the Units as an investment for the Subscriber, the tax consequences of purchasing and dealing with the Underlying Securities, and the resale restrictions and "hold periods" to which the Underlying Securities are or may be subject under applicable securities legislation or stock exchange rules, and has not relied upon any statements made by or purporting to have been made on behalf of the Corporation with respect to such suitability, tax consequences, resale restrictions and "hold periods";
- (k) except for the Subscriber's knowledge regarding its subscription for Units hereunder, the Subscriber has no knowledge of a "material fact" or a "material change" (as those terms are defined in the *Securities Act* (British Columbia)) in the affairs of the Corporation that has not been generally disclosed;
- (l) the Subscriber is resident in the jurisdiction indicated on the face page of this Subscription Agreement as the "Subscriber's Residential Address" and the purchase by and sale to the Subscriber of the Units, and any act, solicitation, conduct or negotiation directly or indirectly in

furtherance of such purchase and sale (whether with or with respect to the Subscriber or any beneficial purchaser) has occurred only in such jurisdiction;

- (m) the Subscriber acknowledges that it and/or the Corporation may be required to provide applicable securities regulatory authorities or stock exchanges with information concerning the identities of the beneficial purchasers of the Units and the Subscriber agrees that, notwithstanding that the Subscriber may be purchasing the Units as agent for an undisclosed principal, the Subscriber will provide to the Corporation, on request, particulars as to the identity of such undisclosed principal as may be required by the Corporation in order to comply with the foregoing;
- (n) unless the Subscriber satisfies subsection 3(o), the Subscriber satisfies one of subsections (i), (ii), (iii) or (iv) below:
 - (i) **if the Subscriber is resident in or otherwise subject to the applicable securities laws of any province of Canada**, the Subscriber is purchasing the Units as principal (or is deemed to be purchasing as principal) for its own account, not for the benefit of any other person, the Subscriber is an "accredited investor" as defined in National Instrument 45-106 entitled *Prospectus Exemptions* ("NI 45-106") (or, if applicable for Subscribers in Ontario, the corresponding categories for the definition of an "accredited investor" as defined in Section 73.3 of the *Securities Act* (Ontario)), which definitions are reproduced in Exhibit A to Schedule "A" attached hereto, the Subscriber was not created or used solely to purchase or hold securities as an accredited investor as described in paragraph (m) of the definition of "accredited investor" in NI 45-106 and reproduced in Exhibit A to Schedule "A" hereto, the Subscriber is not a trust company or trust corporation registered under the laws of Prince Edward Island that is not registered or authorized under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in another jurisdiction of Canada **and the Subscriber has executed and delivered to the Corporation a Representation Letter in the form attached hereto as Schedule "A" indicating that the Subscriber fits within one of the categories of "accredited investor" set forth in such definitions (including a duly completed and initialed copy of Exhibit A to Schedule "A") and, if the Subscriber is an individual described in paragraphs (j), (k), or (l) of the definition of "accredited investor" in Section 1.1 of NI 45-106, a duly completed and signed copy of Exhibit B to Schedule "A";**OR
 - (ii) **if the Subscriber is resident in or otherwise subject to the applicable securities laws of any province of Canada except Ontario and is not an "accredited investor" as defined in NI 45-106**, it is purchasing the Units as principal for its own account and not for the benefit of any other person, and the Subscriber is a "family member, close personal friend or close personal business associate" of the Corporation or an affiliate of the Corporation, as defined in NI 45-106 (which definition is reproduced in the Exhibit to Schedule "B" attached hereto) **and the Subscriber has executed and delivered to the Corporation a Representation Letter in the form attached hereto as Schedule "B" (and, if resident in Saskatchewan, has executed and delivered to the Corporation a Risk Acknowledgement Form in the form attached as Schedule "C" hereto and has retained one signed copy for the Subscriber's records) and no commission or finder's fee will be paid to any director, officer, founder or control person of the Corporation or an affiliate, and to the best of the Subscriber's knowledge, no director, officer, founder or control person of the Corporation or an affiliate is entitled to a finder's fee or commission, in each case in connection with the purchase of Units pursuant to this section 3(n)(ii);** OR
 - (iii) **if the Subscriber is resident in or otherwise subject to the applicable securities laws of Ontario and is not an "accredited investor" as defined in NI 45-106**, it is purchasing the Units as principal for its own account and not for the benefit of any other person, and the Subscriber is a "family member, close personal friend or close personal business associate" of the Corporation or an affiliate of the Corporation, as defined in NI 45-106 (which definition is reproduced in the Exhibit to Schedule "B" attached hereto) **and the Subscriber has delivered to the Corporation a Risk Acknowledgement Form in the form attached as Schedule "D" hereto duly signed by the Subscriber AND by the applicable family member, close personal friend or close personal business associate (as directed in the Risk Acknowledgement Form in the form attached as**

Schedule "D" hereto) and has retained one signed copy for the Subscriber's records and no commission or finder's fee will be paid to any director, officer, founder or control person of the Corporation or an affiliate, and to the best of the Subscriber's knowledge, no director, officer, founder or control person of the Corporation or an affiliate is entitled to a finder's fee or commission, in each case in connection with the Offering pursuant to this section 3(n)(iii); OR

- (iv) **if the Subscriber is not purchasing the Units as principal or pursuant to section 3(n)(i), 3(n)(ii) or 3(n)(iii), it is duly authorized to enter into this Subscription Agreement and to execute and deliver all documentation in connection with the purchase on behalf of each beneficial purchaser, each of whom is purchasing as principal for its own account, not for the benefit of any other person, and not with a view to the resale or distribution of all or any of the Underlying Securities, it acknowledges that the Corporation may be required by law to disclose to certain regulatory authorities the identity of each beneficial purchaser of Units for whom it may be acting, and it and each beneficial purchaser is resident in the jurisdiction set out as the "Subscriber's Residential Address" and the purchase by and sale of the Units, and any act, solicitation, conduct or negotiation directly or indirectly in furtherance of such purchase and sale (whether with or with respect to the Subscriber or any beneficial purchaser) has occurred only in such jurisdiction, and:**
- (A) it is acting as agent for a beneficial purchaser, who is disclosed on the face page of this Subscription Agreement, who is resident in the jurisdiction set out in the "Disclosed Beneficial Purchaser Information" and who complies with section 3(p)(i) hereof as if all references therein were to the beneficial purchaser rather than to the Subscriber and the Subscriber has concurrently **executed and delivered to the Corporation a Representation Letter in the form attached hereto as Schedule "A" indicating that the Subscriber fits within the category of "accredited investor" set forth in such definitions (including a duly completed and initialed copy of Exhibit A to Schedule "A")** and, if the Subscriber is an individual described in paragraphs (j), (k), or (l) of the definition of "accredited investor" in Section 1.1 of NI 45-106, a duly completed and signed copy of Exhibit B to Schedule "A"; or
- (B) it is deemed to be purchasing as principal under NI 45-106 because it is an "accredited investor" as such term is defined in paragraphs (p) or (q) of the definition of "accredited investor" in NI 45-106 and reproduced in Exhibit A to Schedule "A" of this Subscription Agreement (provided, however, that it is not a trust company or trust corporation registered under the laws of Prince Edward Island that is not registered or authorized under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in another jurisdiction of Canada) and has concurrently **executed and delivered a Representation Letter in the form attached hereto as Schedule "A" and has initialed in the Exhibit thereto indicating that the Subscriber satisfies one of the categories of "accredited investor" set out in paragraphs (p) or (q) of the definition of "accredited investor" in NI 45-106 and reproduced in Exhibit A to Schedule "A" hereto;**
- (o) **if it is not purchasing the Units pursuant to section 3(n), it and each person on whose behalf the Subscriber is contracting is a resident of a jurisdiction outside of both Canada and the United States, it has concurrently executed and delivered the Representation Letter in the form attached to this Subscription Agreement as Schedule "E" and will provide such evidence of compliance with all matters described in such Representation Letter as the Corporation and its counsel may request including that: (a) the purchase of the Units does not contravene any of the applicable securities laws in the Subscriber's jurisdiction of residence and does not trigger (i) any obligation to prepare and file a prospectus, an offering memorandum or similar document, or any other ongoing reporting requirements with respect to such purchase or otherwise, or (ii) any registration or other obligation on the part of the Corporation; and (b) the sale of the Units as contemplated in this Subscription Agreement would, if completed, be made pursuant to an**

- exemption from the prospectus and registration requirements under applicable securities legislation of the Subscriber's jurisdiction of residence;
- (p) the Subscriber understands that it may not be able to resell the Underlying Securities except in accordance with limited exemptions available under applicable securities legislation, regulatory policy and stock exchange rules, and that the Subscriber is solely responsible for (and the Corporation is not in any way responsible for) the Subscriber's compliance with applicable resale restrictions;
- (q) the Subscriber acknowledges that:
- (i) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Underlying Securities;
 - (ii) there is no government or other insurance covering the Underlying Securities;
 - (iii) there are risks associated with the purchase of the Underlying Securities;
 - (iv) there are restrictions on the Subscriber's ability to resell the Underlying Securities and it is the responsibility of the Subscriber to find out what those restrictions are and to comply with them before selling the Underlying Securities; and
 - (v) the Corporation has advised the Subscriber that the Corporation is relying on an exemption from the requirements to provide the Subscriber with a prospectus and to sell securities through a person or company registered to sell securities under the *Securities Act* (British Columbia) and other applicable securities laws and, as a consequence of acquiring Underlying Securities pursuant to this exemption, certain protections, rights and remedies provided by the *Securities Act* (British Columbia) and other applicable securities laws, including statutory rights of rescission or damages, will not be available to the Subscriber, save and except for an Existing Security Holder as provided in Schedule H of this Subscription Agreement;
- (r) the Subscriber understands that, in addition to any further legend which may be required by the TSX Venture Exchange, any certificates representing the Common Shares and Warrants comprising the Units and any certificates representing any of the Common Shares issued upon exercise of the Warrants which are issued within four months after the Closing Date are to bear a legend substantially in the following form indicating that the resale of such securities is restricted:
- "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 Closing Date]"**
- and the Subscriber further acknowledges that it has been advised to consult its own legal counsel in its jurisdiction of residence for full particulars of the resale restrictions applicable to it;
- (s) the Subscriber has not received or been provided with, nor has it requested, nor does it have any need to receive, any offering memorandum, or any other document (other than the annual financial statements, interim financial statements or any other document (excluding offering memoranda, prospectuses or other offering documents) the content of which is prescribed by statute or regulation) describing the business and affairs of the Corporation, which has been prepared for delivery to and review by prospective purchasers in order to assist them in making an investment decision in respect of the purchase of Units pursuant to the Offering;
- (t) the Subscriber has not become aware of any advertisement in printed media of general and regular paid circulation or on radio, television or other form of telecommunication or any other form of advertisement (including electronic display or the Internet) or sales literature with respect to the distribution of the Underlying Securities;
- (u) the Subscriber is aware that the Underlying Securities have not been and will not be registered under the United States *Securities Act of 1933*, as amended (the "U.S. Securities Act") or the securities laws of any state and that the Underlying Securities may not be offered or sold, directly or indirectly, in the United States without registration under the U.S. Securities Act or applicable state laws or compliance with requirements of an exemption from registration and it acknowledges that the Corporation has no present intention of filing a registration statement under the *U.S. Securities Act* or applicable state laws in respect of the Underlying Securities;

- (v) the Subscriber is not a "U.S. Person" (as that term is defined by Regulation S under the U.S. Securities Act, which definition includes, but is not limited to, an individual resident in the United States, an estate or trust of which any executor or administrator or trustee, respectively, is a U.S. Person and any partnership or corporation organized or incorporated under the laws of the United States) and is not acquiring the Underlying Securities for the account or benefit of a U.S. Person or a person in the United States;
 - (w) the Subscriber undertakes and agrees that it will not offer or sell any of the Underlying Securities in the United States unless such securities are registered under the U.S. Securities Act and the securities laws of all applicable states of the United States, or an exemption from such registration requirements is available;
 - (x) if required by applicable securities legislation, regulations, rules, policies or orders or by any securities commission, stock exchange or other regulatory authority, the Subscriber will execute, deliver, file and otherwise assist the Corporation in filing, such reports, undertakings and other documents with respect to the issue of the Units;
 - (y) except as disclosed in writing to the Corporation, the Subscriber does not act jointly or in concert with any other person or company for the purposes of acquiring securities of the Corporation;
 - (z) the Subscriber has relied solely upon publicly available information relating to the Corporation and not upon any verbal or written representation as to fact or otherwise made by or on behalf of the Corporation;
 - (aa) the Subscriber has reviewed the "Privacy Notice" attached to this Subscription Agreement, and agrees to and accepts all covenants, representations and consents as set out therein;
 - (bb) the funds representing the Aggregate Subscription Amount which will be advanced by the Subscriber to the Corporation hereunder will not represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)* (the "PCMLTFA") or the *Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* of the United States (the "Patriot Act") and the Subscriber acknowledges that the Corporation may in the future be required by law to disclose the Subscriber's name and other information relating to this Subscription Agreement and the Subscriber's subscription hereunder, on a confidential basis, pursuant to the PCMLTFA and/or the Patriot Act. To the best of its knowledge: (i) none of the subscription funds to be provided by the Subscriber: (A) have been or will be derived from or related to any activity that is deemed criminal under the law of Canada, the United States of America, or any other jurisdiction; or (B) are being tendered on behalf of a person or entity who has not been identified to the Subscriber; and (ii) it shall promptly notify the Corporation if the Subscriber discovers that any of such representations ceases to be true, and to provide the Corporation with appropriate information in connection therewith;
 - (cc) the Subscriber acknowledges that the Corporation may complete additional financings in the future in order to develop the business of the Corporation and to fund ongoing development. There is no assurance that such financing will be available and if available, on reasonable terms. Any such financings may have a dilutive effect on current shareholders, including the Subscriber;
 - (dd) if the Subscriber is contracting under this Subscription Agreement on behalf of another person or persons, the representations, warranties, covenants, acknowledgements, confirmations and statements made by the Subscriber in this Subscription Agreement are true and correct with respect to such person or persons on whose behalf the Subscriber is so contracting, as if such representations, warranties, covenants, acknowledgements, confirmations and statements were made directly by such person or persons; and
 - (ee) **the Subscriber acknowledges that an investment in the Units is subject to a number of risk factors and the Subscriber covenants and agrees to comply with applicable securities legislation, orders or policies concerning the purchase, holding of, and resale of the Underlying Securities.**
4. **Timeliness of Representations, etc.** The Subscriber agrees (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting) that the representations, warranties and covenants of the Subscriber herein will be true and correct both as of the execution of this

Subscription Agreement and as of the Closing Time (as defined herein), and will survive the completion of the distribution of the Units.

5. **Indemnity.** The Subscriber acknowledges that the Corporation and its counsel are relying upon the representations, warranties and covenants of the Subscriber set forth herein in determining the eligibility (from a securities law perspective) of the Subscriber (or, if applicable, the eligibility of another on whose behalf the Subscriber is contracting hereunder to subscribe for Units) to purchase Units under the Offering, and hereby agrees to indemnify the Corporation and its directors, officers, employees, advisers, affiliates, shareholders and agents (including their respective legal counsel) against all losses, claims, costs, expenses, damages or liabilities that they may suffer or incur as a result of or in connection with their reliance on such representations, warranties and covenants. The Subscriber undertakes to immediately notify the Corporation's counsel at Dunton Rainville LLP, 800 Square Victoria Street, 43rd Floor, C.P 303, Montreal, QC H4Z 1H1, Attention: Michel Lebeuf (fax: (514) 866-6743), of any change in any statement or other information relating to the Subscriber set forth herein that occurs prior to the Closing Time.
6. **Deliveries by Subscriber prior to Closing.** The Subscriber agrees to deliver to the Corporation, or as the Corporation may direct, not later than 5:00 p.m. (Calgary time) on such date of which the Subscriber receives notice:
 - (a) this duly completed and executed Subscription Agreement;
 - (b) a certified cheque, bank draft or wire transfer made payable to "Chimata Gold Corp." in an amount equal to the Aggregate Subscription Amount, or payment of the same amount in such other manner as is acceptable to the Corporation;
 - (c) a properly completed and duly executed copy of the appropriate investor qualification form(s) as described on page 2 of this Subscription Agreement;
 - (d) one manually signed and duly completed Private Placement Questionnaire in the form attached as Schedule "F";
 - (e) if the Subscriber is not an individual, one manually signed and duly completed Corporate Placee Registration Form in the form required by the TSX Venture Exchange and as attached as Schedule "G", provided that such form is not required if the Subscriber has previously filed a Corporate Placee Registration Form with the TSX Venture Exchange and the information contained in such form has not changed since the last filing; and
 - (f) such other documents as may be requested by the Corporation as contemplated by this Subscription Agreement.
7. **Partial Acceptance or Rejection of Subscription.** The Corporation may, in its absolute discretion, accept or reject the Subscriber's subscription for Units as set forth in this Subscription Agreement, in whole or in part, and the Corporation reserves the right to allot to the Subscriber less than the amount of Units subscribed for under this Subscription Agreement. Notwithstanding the foregoing, the Subscriber acknowledges and agrees that the acceptance of this Subscription Agreement will be conditional upon among other things, the sale of the Units to the Subscriber being exempt from any prospectus and offering memorandum requirements of applicable securities laws. The Corporation will be deemed to have accepted this Subscription Agreement upon the delivery at Closing of the certificates representing the Underlying Securities to the Subscriber or upon the direction of the Subscriber in accordance with the provisions hereof. If this Subscription Agreement is rejected in whole, any certified cheque(s) or bank draft(s) delivered by the Subscriber on account of the Aggregate Subscription Amount for the Units subscribed for will be promptly returned to the Subscriber without interest. If this Subscription Agreement is accepted only in part, a cheque representing the amount by which the payment delivered by the Subscriber exceeds the subscription price of the number of Units sold to the Subscriber pursuant to a partial acceptance of this Subscription Agreement will be promptly delivered to the Subscriber without interest.
8. **Time and Place of Closing.** The sale of the Units will be completed at the offices of Dunton Rainville LLP, counsel to the Corporation, in Montreal, Quebec at 10:00 a.m. (Quebec time) or such other time as the Corporation may determine (the "**Closing Time**") on the Closing Date. The Corporation reserves the right to close the Offering in multiple tranches, so that one or more closings may occur after the initial closing.

9. **Subject to Regulatory Approval.** The obligations of the parties hereunder are subject to all required regulatory approvals being obtained.
10. **Representations and Warranties of the Corporation.** The Corporation hereby represents and warrants to the Subscriber (and acknowledges that the Subscriber is relying thereon) that:
 - (a) the Corporation has the full corporate right, power and authority to execute and deliver this Subscription Agreement and to issue the Units to the Subscriber;
 - (b) the Corporation is duly incorporated and validly subsisting, and is qualified to carry on business in each jurisdiction in respect of which the carrying out of the activities contemplated hereby make such qualification necessary;
 - (c) the Corporation has complied or will comply with all applicable corporate and securities laws in connection with the offer and sale of the Units;
 - (d) upon acceptance by the Corporation, this Subscription Agreement shall constitute a binding obligation of the Corporation enforceable in accordance with its terms subject to applicable bankruptcy, insolvency, reorganization and other laws of general application limiting the enforcement of creditors' rights generally and to the general principles of equity including the fact that specific performance is available only in the discretion of the court; and
 - (e) the execution, delivery and performance of this Subscription Agreement by the Corporation and the issue of the Units to the Subscriber pursuant hereto does not and will not constitute a breach of or default under the constating documents of the Corporation, or any law, regulation, order or ruling applicable to the Corporation, or any agreement to which the Corporation is a party or by which it is bound.
11. **No Partnership.** Nothing herein shall constitute or be construed to constitute a partnership of any kind whatsoever between the Subscriber and the Corporation.
12. **Governing Law.** The contract arising out of acceptance of this Subscription Agreement by the Corporation shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of British Columbia.
13. **Time of Essence.** Time shall be of the essence of this Subscription Agreement.
14. **Entire Agreement.** This Subscription Agreement represents the entire agreement of the parties hereto relating to the subject matter hereof, and there are no representations, covenants or other agreements relating to the subject matter hereof except as stated or referred to herein.
15. **Electronic Copies.** The Corporation shall be entitled to rely on delivery of a facsimile or other electronic copy of executed subscriptions, and acceptance by the Corporation of such facsimile or electronic copies shall be legally effective to create a valid and binding agreement between the Subscriber and the Corporation in accordance with the terms hereof.
16. **Counterpart.** This Subscription Agreement may be executed in one or more counterparts each of which so executed shall constitute an original and all of which together shall constitute one and the same agreement.
17. **Severability.** The invalidity, illegality or unenforceability of any provision of this Subscription Agreement shall not affect the validity, legality or enforceability of any other provision hereof.
18. **Survival.** The covenants, representations and warranties contained in this Subscription Agreement shall survive the closing of the transactions contemplated hereby, and shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
19. **Interpretation.** The headings used in this Subscription Agreement have been inserted for convenience of reference only and shall not affect the meaning or interpretation of this Subscription Agreement or any provision hereof. In this Subscription Agreement, unless otherwise indicated, all references to money amounts are to Canadian dollars.
20. **Amendment.** Except as otherwise provided herein, this Subscription Agreement may only be amended by the parties hereto in writing.

21. **Costs.** The Subscriber acknowledges and agrees that all costs incurred by the Subscriber (including any fees and disbursements of any special counsel retained by the Subscriber) relating to the sale of the Units to the Subscriber shall be borne by the Subscriber.
22. **Withdrawal.** The Subscriber, on its own behalf and, if applicable, on behalf of others for whom it is contracting hereunder, agrees that this subscription is made for valuable consideration and may not be withdrawn, cancelled, terminated or revoked by the Subscriber, on its own behalf and, if applicable, on behalf of others for whom it is contracting hereunder.
23. **Assignment.** Neither party may assign all or part of its interest in or to this Subscription Agreement without the consent of the other party in writing.
24. **Language.** The Subscriber acknowledges that it has consented to and requested that all documents evidencing or relating in any way to the sale of the securities be drawn up in the English language only. *Nous reconnaissons par les présentes avoir consenti et demandé que tous les documents faisant foi ou se rapportant de quelque manière à l'achat des titres soient rédigés en anglais seulement.*

PRIVACY NOTICE

The Subscriber acknowledges that this Subscription Agreement and the Exhibits hereto require the Subscriber to provide certain personal information to the Corporation. Such information is being collected by the Corporation for the purposes of completing the Offering, which includes, without limitation, determining the Subscriber's eligibility (or that of any Disclosed Beneficial Purchaser) to purchase the Units under applicable securities laws, preparing and registering certificates representing the Common Shares and Warrants to be issued to the Subscriber and completing filings required by any stock exchange or securities regulatory authority. In addition, such personal information may be used or disclosed by the Corporation for the purpose of administering the Corporation's relationship with the Subscriber or, if applicable, the beneficial purchaser for whom the Subscriber is contracting. For example, such personal information may be used by the Corporation to communicate with the Subscriber or, if applicable, the beneficial purchaser for whom the Subscriber is contracting (such as by providing annual or quarterly reports), to prepare tax filings and forms or to comply with its obligations under taxation, securities and other laws (such as maintaining a list of holders of shares). The Subscriber's personal information (and that of any Disclosed Beneficial Purchaser) may also be disclosed by the Corporation to (a) stock exchanges or securities regulatory authorities (including the Ontario Securities Commission (the "**OSC**") and the British Columbia Securities Commission (the "**BCSC**"), the TSX Venture Exchange and l'*Autorité des marchés financiers*), (b) the Corporation's registrar and transfer agent, (c) Canadian tax authorities, and (d) any of the other parties involved in the Offering, including legal counsel, and may be included in closing books in connection with the Offering.

By executing this Subscription Agreement, the Subscriber (on its own behalf and on behalf of any Disclosed Beneficial Purchaser for whom it is contracting hereunder) consents to the foregoing collection, use and disclosure of the Subscriber's (and any Disclosed Beneficial Purchaser's) personal information. The Subscriber (on its own behalf and on behalf of any Disclosed Beneficial Purchaser for whom it is contracting hereunder) also consents to the filing of copies or originals of any of the Subscriber's documents delivered in connection with this Subscription Agreement as may be required to be filed with any stock exchange or securities regulatory authority in connection with the transactions contemplated hereby and expressly consents to the collection, use and disclosure of the Subscriber's (and any Disclosed Beneficial Purchaser's) personal information by the TSX Venture Exchange or the Toronto Stock Exchange for the purposes identified by such exchange, from time to time. The Subscriber (on its own behalf and on behalf of any Disclosed Beneficial Purchaser for whom it is contracting hereunder) further acknowledges that it has been notified by the Corporation: (a) of the requirement to deliver to the OSC, the BCSC and l'*Autorité des marchés financiers* the full name, residential address and telephone number of the purchaser of the securities, the number and type of securities purchased, the total purchase price, the exemption relied upon and the date of distribution; (b) that this information is being collected indirectly by the OSC, BCSC and l'*Autorité des marchés financiers* under the authority granted to it in securities legislation; (c) that this information is being collected for the purposes of the administration and enforcement of the securities legislation of Ontario, British Columbia and Quebec; (d) that the Administrative Support Clerk can be contacted at Ontario Securities Commission, Suite 1903, Box 55, 20 Queen Street West, Toronto, Ontario, M5H 3S8, or at (416) 593-3684, and can answer any questions about the OSC's indirect collection of this information; and (e) that the BCSC can be contacted at British Columbia Securities Commission, P.O. Box 10142, Pacific Centre, 701 West Georgia Street, Vancouver,

British Columbia, V7Y 1L2, Telephone: (604) 899-6500, Toll free across Canada: 1-800-373-6393, Facsimile: (604) 899-658, and can answer any questions about the BCSC's indirect collection of this information.

TSX VENTURE EXCHANGE APPENDIX 6A
ACKNOWLEDGEMENT – PERSONAL INFORMATION

The Subscriber acknowledges as follows:

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, regulations 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

SCHEDULE "A"

REPRESENTATION LETTER

TO BE COMPLETED BY ACCREDITED INVESTORS

TO: Chimata Gold Corp. (the "Corporation")

(Capitalized terms not specifically defined in this Schedule have the meaning ascribed to them in the Subscription Agreement to which this Schedule is attached)

In connection with the execution by the undersigned Subscriber of the Subscription Agreement which this Representation Letter forms a part of, the undersigned Subscriber hereby represents, warrants, covenants and certifies to the Corporation and its counsel that:

1. the undersigned Subscriber is resident in the jurisdiction set out as the "Subscriber's Residential Address" on the face page of the Subscription Agreement and, if the undersigned Subscriber is purchasing as agent for a disclosed beneficial purchaser, the disclosed beneficial purchaser is resident in the jurisdiction set out as the "Disclosed Beneficial Purchaser Information" on the face page of the Subscription Agreement;
2. the undersigned Subscriber is either (a) purchasing the Units as principal for its own account, (b) deemed to be purchasing the Units as principal in accordance with section 2.3(2) or (4) of NI 45-106, or (c) acting as agent for a disclosed beneficial purchaser who is purchasing the Units as principal for its own account;
3. the undersigned Subscriber (or if the undersigned Subscriber is purchasing as agent for a disclosed beneficial purchaser, the disclosed beneficial purchaser) is an "accredited investor" within the meaning of NI 45-106 and Section 73.3(1) of the *Securities Act* (Ontario), as applicable, by virtue of satisfying the indicated criterion as set out in Exhibit A to this Representation Letter;
4. the Subscriber (or if the undersigned Subscriber is purchasing as agent for a disclosed beneficial purchaser, the disclosed beneficial purchaser) fully understands the meaning of the terms and conditions of the category of "accredited investor" applicable to it and confirms that it has reviewed and understands the definitions in Exhibit A to this Representation Letter in respect of the category of "accredited investor" applicable to it and, in particular, if the Subscriber is an "accredited investor" by virtue of satisfying paragraph (j), (j.1), (k) or (l) of Exhibit A to this Representation Letter, it has reviewed and understands the definitions of "financial assets", "related liabilities" and "financial assets", as applicable, contained in Exhibit A hereto;
5. the undersigned Subscriber (or if the undersigned Subscriber is purchasing as agent for a disclosed beneficial purchaser, the disclosed beneficial purchaser) was not created, and is not used, solely to purchase or hold securities as an accredited investor as described in paragraph (m) of the definition of "accredited investor" in NI 45-106;
6. if the Subscriber (or if the undersigned Subscriber is purchasing as agent for a disclosed beneficial purchaser, the disclosed beneficial purchaser) is an "accredited investor" by virtue of satisfying paragraph (j), (k) or (l) on Exhibit A to this Representation Letter, it acknowledges that it needs to complete Exhibit B to this Representation Letter and upon execution of Exhibit B by the Subscriber, Exhibit B shall be incorporated into and form a part of this Representation Letter and the Corporation and its counsel shall be entitled to rely thereon; and

7. upon execution of this Representation Letter by the undersigned Subscriber, this Representation Letter, including the Exhibits hereto, shall be incorporated into and form a part of the Subscription Agreement.

Name of Subscriber (please print)

By: _____
Authorized Signature

Official Title or Capacity (please print)

Name of Signatory (please print name of individual whose signature appears above if different than name of Subscriber)

DATED at _____ this ____ day of _____, 2017.

<p style="text-align: center;"><u>IMPORTANT</u> PLEASE COMPLETE THE EXHIBITS TO THIS REPRESENTATION LETTER</p>
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EXHIBIT A TO SCHEDULE "A"
TO BE COMPLETED BY ACCREDITED INVESTORS

PLEASE MARK YOUR INITIALS BESIDE THE CATEGORY BELOW TO WHICH YOU BELONG
--

Please complete the Representation Letter to the Corporation by marking your initials beside the category of "accredited investor" to which you belong within the meaning of Section 1.1 of NI 45-106 and Section 73.3(1) of the *Securities Act* (Ontario), as applicable:

Meaning of "Accredited Investor"

"Accredited investor" is defined in Section 1.1 of NI 45-106 to mean any person who fits within any of the following categories at the time of the sale of securities to that person:

- _____ (a) (i) except in Ontario, a Canadian financial institution, or a bank listed in Schedule III of the *Bank Act* (Canada),
(ii) in Ontario, (A) a bank listed in Schedule I, II or III to the *Bank Act* (Canada); (B) an association to which the *Cooperative Credit Associations Act* (Canada) applies or a central cooperative credit society for which an order has been made under subsection 473 (1) of that Act; or (C) a loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative or credit union league or federation that is authorized by a statute of Canada or Ontario to carry on business in Canada or Ontario, as the case may be,
- _____ (b) (i) except in Ontario, the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada),
(ii) in Ontario, the Business Development Bank of Canada,
- _____ (c) (i) 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,
(ii) in Ontario, a subsidiary of any person referred to in paragraphs (a) through (e) above, 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,
- _____ (d) (i) except in Ontario, a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer,
(ii) 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 under the *Securities Act* (Ontario),
- _____ (e) an individual registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (d),
- _____ (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 *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador),
- _____ (f) (i) 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,
(ii) 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 the government of a province or territory of Canada,
- _____ (g) (i) except in Ontario, a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l'île de Montréal or an intermunicipal management board in Québec,

- (ii) in Ontario, a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l'île de Montréal or an intermunicipal management board in Québec,
- _____ (h)
 - (i) except in Ontario, any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government,
 - (ii) in Ontario, any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government,
- _____ (i)
 - (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,
 - (ii) in Ontario, a pension fund that is regulated by the Office of the Superintendent of Financial Institutions (Canada) or a pension commission or similar regulatory authority of a province or territory of Canada,
- _____ (j) an individual who, either alone or with a spouse, beneficially owns, directly or indirectly, financial assets having an aggregate realizable value that, before taxes, but net of any related liabilities, exceeds \$1,000,000,

[Note: Financial assets include cash and securities, but do not include a personal residence – see the definition of "financial assets" later in this certificate. Financial assets are generally liquid or relatively easy to liquidate. You must subtract any liabilities related to your financial assets to calculate your net financial assets—see the definition of "related liabilities". Financial assets held in a group RRSP under which you do not have the ability to acquire the financial assets and deal with them directly are not considered to be beneficially owned by you. If you meet the higher financial asset threshold set out in paragraph (j.1), then initial paragraph (j.1) instead of this paragraph (j).]

[Note: If you are an accredited investor described in this paragraph (j), and do not meet the higher financial asset threshold set out in paragraph (j.1), you must deliver a completed Form 45-106F9 – Form for Individual Accredited Investors (See Exhibit B hereto).]

- _____ (j.1) an individual who beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$5,000,000,

[Note: The financial assets of your spouse (including financial assets in a spousal RRSP) cannot be included in the calculation of net financial assets under this paragraph (j.1). See definition of "financial assets" below. If you meet the financial asset threshold set out in this paragraph (j.1), you are not required to complete Exhibit B.]

- _____ (k) an individual whose net income before taxes exceeded \$200,000 in each of the two most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the two most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year, ***[Note: You are required to complete Exhibit B]***

[Note: If individual accredited investors wish to purchase through wholly-owned holding companies or similar entities, such purchasing entities must qualify under section (t) below, which must be initialed and complete. If you are an accredited investor described in this paragraph (k), you must deliver a completed Form 45-106F9 – Form for Individual Accredited Investors (See Exhibit B hereto).]

- _____ (l) an individual who, either alone or with a spouse, has net assets of at least \$5,000,000,

[Note: To calculate net assets, take the value of your total assets (which may include a personal residence) and subtract your total liabilities (which may include a mortgage). The value attributed to assets should reasonably reflect their estimated fair value. Income tax should be considered a liability if the obligation to pay it is outstanding at the time of the subscription.]

[Note: If you are an accredited investor described in this paragraph (l), you must deliver a completed Form 45-106F9 – Form for Individual Accredited Investors (See Exhibit B hereto).]

- _____ (m) a person, other than an individual or an investment fund, that has net assets of at least \$5,000,000, as shown on its most recently prepared financial statements,
- _____ (n) an investment fund that distributes or has distributed its securities only to:
 - (i) a person that is or was an accredited investor at the time of the distribution,
 - (ii) a person that acquires or acquired securities in the circumstances referred to in section 2.10 of National Instrument 45-106 (where the person subscribes for a minimum amount investment) and Section 2.19 of National Instrument 45-106 (where the person makes an additional investment in investment funds), or
 - (iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 of National Instrument 45-106 (investment fund reinvestment),
- _____ (o) an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Quebec, the securities regulatory authority, has issued a receipt,
- _____ (p) a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be,
- _____ (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,
- _____ (r) a registered charity under the *Income Tax Act* (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded,
- _____ (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) in form and function,
- _____ (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,

Note: If you initialled (t), then indicate the name and category of accredited investor (by reference to the applicable letter of this Exhibit A) of each of the owners of interests (attach additional pages if more than three):

Name	Category of Accredited Investor
_____	_____
_____	_____
_____	_____

- _____ (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,
- _____ (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, or
- _____ (w) a trust established by an accredited investor for the benefit of the accredited investor's family members of which a majority of the trustees are accredited investors and all of the beneficiaries are the accredited investor's spouse, a former spouse of the accredited investor or a parent, grandparent, brother, sister, child or grandchild of that accredited investor, of that accredited investor's spouse or of that accredited investor's former spouse.

Note: If you initialed (w), then indicate the name and category of accredited investor (by reference to the applicable letter of this Exhibit A) of each of the following (attach additional pages if more than three trustees):

	Name	Category of Accredited Investor
Individual who established trust:	_____	_____
Trustee	_____	_____
Trustee	_____	_____
Trustee	_____	_____

PLEASE MARK YOUR INITIALS BESIDE THE CATEGORY ABOVE TO WHICH YOU BELONG

Interpretative Aids

The following definitions relate to certain of the categories set forth above:

- (a) "Canadian financial institution" means:
 - (i) an association governed by the *Cooperative Credit Associations Act* (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of that Act, or
 - (ii) a bank, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative, or league that, in each case, is authorized by an enactment of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction of Canada;
- (b) "Canadian securities regulatory authorities" means the securities commissions and similar regulatory authorities of each of the provinces or territories of Canada;
- (c) "eligibility adviser" means:
 - (i) a person that is registered as an investment dealer or in an equivalent category of registration under the securities legislation of the jurisdiction of a purchaser and authorized to give advice with respect to the type of security being distributed; and
 - (ii) in Saskatchewan or Manitoba, also means a lawyer who is a practicing member in good standing with a law society of a jurisdiction of Canada or a public accountant who is a member in good standing of an institute or association of chartered accountants, certified general accountants or certified management accountants in a jurisdiction of Canada provided that the lawyer or public accountant must not:
 - (A) have a professional, business or personal relationship with the issuer, or any of its directors, executive officers, founders, or control persons; and
 - (B) have acted for or been retained personally or otherwise as an employee, executive officer, director, associate or partner of a person that has acted for or been retained by the issuer or any of its directors, executive officers, founders or control persons within the previous 12 months;
- (d) "EVCC" means an employee venture capital corporation that does not have a restricted constitution, and is registered under Part 2 of the *Employee Investment Act* (British Columbia), R.S.B.C. 1996 c. 112, and whose business objective is making multiple investments;
- (e) "financial assets" means:
 - (i) cash;
 - (ii) securities; or
 - (iii) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation;
- (f) "foreign jurisdiction" means a country other than Canada or a political subdivision of a country other than Canada;
- (g) "fully managed account" means an account for which a person or company makes the investment decisions if that person or company has full discretion to trade in securities for the account without requiring the client's express consent to a transaction;

- (h) "investment fund" means a mutual fund or a non-redeemable investment fund, and, for greater certainty in British Columbia, includes an EVCC and a VCC;
- (i) "jurisdiction" means a province or territory of Canada;
- (j) "non-redeemable investment fund" means an issuer, (i) whose primary purpose is to invest money provided by its securityholders; (ii) that does not invest (A) for the purpose of exercising or seeking to exercise control of an issuer, other than an issuer that is a mutual fund or a non-redeemable investment fund, or (B) for the purpose of being actively involved in the management of any issuer in which it invests, other than an issuer that is a mutual fund or a non-redeemable investment fund; and (iii) that is not a mutual fund;
- (k) "person" includes:
 - (i) an individual,
 - (ii) a corporation,
 - (iii) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not, and
 - (iv) an individual or other person in that person's capacity as a trustee, executor, administrator or personal or other legal representative;
- (l) "related liabilities" means:
 - (i) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or
 - (ii) liabilities that are secured by financial assets;
- (m) "securities legislation" means, for the local jurisdiction, the statute and other instruments issued by the securities regulator authority of the local jurisdiction;
- (n) "subsidiary" means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary; and
- (o) "VCC" means a venture capital corporation registered under Part 1 of the *Small Business Venture Capital Act* (British Columbia), R.S.B.C. 1996 c. 429 whose business objective is making multiple investments.

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

EXHIBIT B TO SCHEDULE "A"
FORM 45-106F9
FORM FOR INDIVIDUAL ACCREDITED INVESTORS

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

SECTION 1 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITYHOLDER:	
1. About your investment	
Type of securities: Common Shares and Warrants	Issuer: Chimata Gold Corp.
Purchased from: Chimata Gold Corp. (the Issuer of the Common Shares and Warrants)	
SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER	
2. Risk acknowledgement	
This investment is risky. Initial that you understand that:	Your initials
Risk of loss – You could lose your entire investment of \$ _____. <i>[Instruction: Insert the total dollar amount of the investment.]</i>	
Liquidity risk – You may not be able to sell your investment quickly – or at all.	
Lack of information – You may receive little or no information about your investment.	
Lack of advice – You will not receive advice from the salesperson about whether this investment is suitable for you unless the salesperson is registered. The salesperson is the person who meets with, or provides information to, you about making this investment. To check whether the salesperson is registered, go to www.aretheyregistered.ca .	
3. Accredited investor status	
You must meet at least one of the following criteria to be able to make this investment. Initial the statement that applies to you. (You may initial more than one statement.) The person identified in section 6 is responsible for ensuring that you meet the definition of accredited investor. That person, or the salesperson identified in section 5, can help you if you have questions about whether you meet these criteria.	Your initials
• Your net income before taxes was more than \$200,000 in each of the 2 most recent calendar years, and you expect it to be more than \$200,000 in the current calendar year. (You can find your net income before taxes on your personal income tax return.)	
• Your net income before taxes combined with your spouse's was more than \$300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than \$300,000 in the current calendar year.	
• Either alone or with your spouse, you own more than \$1 million in cash and securities, after subtracting any debt related to the cash and securities.	
• Either alone or with your spouse, you have net assets worth more than \$5 million. (Your net assets are your total assets (including real estate) minus your total debt.)	
4. Your name and signature	
By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form.	
First and last name (please print):	
Signature:	Date:

SECTION 5 TO BE COMPLETED BY THE SALESPERSON	
5. Salesperson information	
<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	
<p>For investment in a non-investment fund</p> <p>Chimata Gold Corp. 905 West Broadway, Suite 202, Vancouver, BC V5Z 4M3 Robert Rosner, CFO and Secretary +1 (866) 924-6484 Robert@panocean.ca</p> <p>For investment in an investment fund</p> <p><i>[Insert name of investment fund]</i></p> <p><i>[Insert name of investment fund manager]</i></p> <p><i>[Insert address of investment fund manager]</i></p> <p><i>[Insert telephone number of investment fund manager]</i></p> <p><i>[Insert email address of investment fund manager]</i></p> <p><i>[If investment is purchased from a selling security holder, also insert name, address, telephone number and email address of selling security holder here]</i></p> <p>For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca.</p>	

Form instructions:

1. This form does not mandate the use of a specific font size or style but the font must be legible.
2. The information in sections 1, 5 and 6 must be completed before the purchaser completes and signs the form.
3. **The purchaser must sign this form. Each of the purchaser and the issuer or selling security holder must receive a copy of this form signed by the purchaser. The issuer or selling security holder is required to keep a copy of this form for 8 years after the distribution.**

SCHEDULE "B"

REPRESENTATION LETTER

TO BE COMPLETED BY SUBSCRIBERS WHO ARE FAMILY MEMBERS, CLOSE PERSONAL FRIENDS OR CLOSE PERSONAL BUSINESS ASSOCIATES (EXCEPT FOR RESIDENTS OF ONTARIO)

TO: Chimata Gold Corp. (the "Corporation")

(Capitalized terms not specifically defined in this Schedule have the meaning ascribed to them in the Subscription Agreement to which this Schedule is attached)

In connection with the execution by the undersigned Subscriber of the Subscription Agreement which this Representation Letter forms a part of, the undersigned Subscriber hereby represents, warrants, covenants and certifies to the Corporation that:

1. The Subscriber is resident in the jurisdiction described on the face page of this Subscription Agreement, other than Ontario;
2. The Subscriber is purchasing the Units as principal for its own account;
3. In connection with the purchase of Units of the Corporation by the Subscriber, the Subscriber hereby represents and warrants that the Subscriber is:
 - ☐ (a) a director, executive officer or control person of the Corporation or an affiliate of the Corporation;
 - ☐ (b) a spouse, parent, grandparent, brother, sister, child or grandchild of a director, executive officer or control person of the Corporation, or affiliate of the Corporation;
 - ☐ (c) a parent, grandparent, brother, sister, child or grandchild of the spouse of a director, executive officer or control person of the Corporation, or affiliate of the Corporation;
 - ☐ (d) a close personal friend of director, executive officer or control person of the Corporation, or affiliate of the Corporation;
 - ☐ (e) a close business associate of director, executive officer or control person of the Corporation, or affiliate of the Corporation;
 - ☐ (f) a founder of the Corporation or a spouse, parent, grandparent, brother, sister, child, grandchild, close personal friend or close business associate of a founder of the Corporation;
 - ☐ (g) a parent, grandparent, brother, sister, child or grandchild of the spouse of a founder of the Corporation;
 - ☐ (h) a person of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, persons described in paragraphs (a) to (g); or
 - ☐ (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).

PLEASE MARK YOUR INITIALS BESIDE THE CATEGORY TO WHICH YOU BELONG

Please briefly describe the nature of the relationship and name of the person to whom you are related:

Interpretive Aids

"Close Personal Friend" is an individual who has known the director, executive officer, founder or control person well enough and for a sufficient period of time to be in a position to assess their capabilities and trustworthiness. The term "close personal friend" can include family members not already specifically identified in the exemption if the family member satisfies the criteria described above. An individual is not a close personal friend solely because the individual is a relative; a member of the same club, organization, association or religious group; a co-worker, colleague or associate at the same workplace; a client, customer or former client or customer; a mere acquaintance; or connected through some form of social media such as Facebook, Twitter or LinkedIn. The relationship between the purchaser and director, executive officer, founder or control person must be direct. For example, the exemption is not available for a close personal friend of a close personal friend of the director, executive officer, founder or control person.

"Close Business Associate" is an individual who has had sufficient prior business dealings with the director, executive officer, founder or control person to be in a position to assess their capabilities and trustworthiness. An individual is not a close business associate solely because the individual is a member of the same club, organization, association or religious group; a co-worker, colleague or associate at the same workplace; a client, customer or former client or customer; a mere acquaintance; or connected through some form of social media such as Facebook, Twitter or LinkedIn. The relationship between the purchaser and director, executive officer, founder or control person must be direct. For example, the exemption is not available for a close business associate of a close business associate of a director, executive officer, founder or control person.

"Control Person" means any person that holds or is one of a combination of persons that holds: (a) a sufficient number of any of the securities of the Corporation so as to affect materially the control of the Corporation; or (b) more than 20% of the voting shares of the Corporation except where there is evidence showing the holding of the shares does not affect materially the control of the Corporation.

"Executive Officer" means, for the Corporation, 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,
- (c) an officer of the Corporation or any of its subsidiaries and who performs a policy-making function in respect of the Corporation, or
- (d) performing a policy-making function in respect of the Corporation.

"Founder" means a person or company who,

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

"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.

Name of Subscriber (please print)

By: _____

Authorized Signature

Official Title or Capacity (please print)

Name of Signatory (please print name of individual whose signature appears above different than name of Subscriber)

DATED at _____ this _____ day of _____, 2017.

SCHEDULE "C"

RISK ACKNOWLEDGEMENT FORM

**TO BE COMPLETED BY SUBSCRIBERS RESIDENT IN SASKATCHEWAN
WHO ARE FAMILY MEMBERS, CLOSE PERSONAL FRIENDS OR CLOSE PERSONAL BUSINESS
ASSOCIATES BUT ARE NOT ACCREDITED INVESTORS AS PER SCHEDULE "A"**

**Risk Acknowledgement Form
Saskatchewan Close Personal Friends and Close Business Associates**

I acknowledge 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.
- I will not be able to sell these securities for 4 months.
- I could lose all the money I invest.
- I do not have a 2-day right to cancel my purchase of these securities or the statutory rights of action for misrepresentation I would have if I were purchasing the securities under a prospectus. I do have a 2-day right to cancel my purchase of these securities if I receive an amended offering document.

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

I am a **close** personal friend or **close** business associate of _____ [state name], who is a _____ [state title – founder, director, senior officer or control person] of **Chimata Gold Corp.** or its affiliate _____.

I acknowledge that I am purchasing based on my close relationship with _____ [state name of founder, director, senior 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.

WARNING

You are buying Exempt Market Securities

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

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

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

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

The Warrants you are buying are not listed

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

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

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

SCHEDULE "D"

Ontario Investors Only

FORM 45-106F12

RISK ACKNOWLEDGEMENT FORM FOR ONTARIO FAMILY, FRIENDS AND BUSINESS ASSOCIATES

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: **Common Shares and Warrants**

Issuer: **Chimata Gold Corp.**

Purchased from: **Chimata Gold Corp. (the Issuer of the Common Shares and Warrants)**

SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER

2. Risk acknowledgement [Instruction: initial all boxes in Section 2]

This investment is risky. *Initial that you understand that:*

**Your
initials**

Risk of loss – You could lose your entire investment of \$ _____. [Instruction: Insert the total dollar amount of the investment.]

Liquidity risk – You may not be able to sell your investment quickly – or at all.

Lack of information – You may receive little or no information about your investment. The information you receive may be limited to the information provided to you by the family member, friend or close business associate specified in section 3 of this form.

3. Family, friend or business associate status [Instruction: initial one or more boxes that apply]

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

**Your
initials**

A) You are:

1. [check all applicable boxes]

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

OR

<p>2. <i>[check all applicable boxes]</i></p> <p><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</p> <p><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>	
<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, the person listed above must be (a) your spouse or (b) your or your spouse's parent, grandparent, brother, sister, child or grandchild.]</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>	
<p>4. Your name and signature</p>	
<p><i>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.</i></p>	
<p>First and last name (please print):</p>	
<p>Signature:</p>	<p>Date:</p>
<p>SECTION 5 TO BE COMPLETED BY PERSON WHO CLAIMS THE CLOSE PERSONAL RELATIONSHIP, IF APPLICABLE</p>	
<p>5. Contact person at the issuer or an affiliate of the issuer</p>	
<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><i>By signing this form, you confirm that you have, or your spouse has, the following relationship with the purchaser: [check the box that applies]</i></p> <p><input type="checkbox"/> family relationship as set out in section 3B of this form</p> <p><input type="checkbox"/> close personal friendship as set out in section 3C of this form</p> <p><input type="checkbox"/> close business associate relationship as set out in section 3D of this form</p>	

First and last name of contact person (please print):	
Position with the issuer or affiliate of the issuer (director, executive officer, control person or founder):	
Telephone:	Email:
Signature:	Date:
SECTION 6 TO BE COMPLETED BY THE ISSUER	
6. For more information about this investment	
<p>Chimata Gold Corp. 905 West Broadway, Suite 202, Vancouver, BC V5Z 4M3 Robert Rosner, CFO and Secretary +1 (866) 924-6484 Robert@panocean.ca</p>	
<p>For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca.</p>	
Signature of executive officer of the issuer (other than the purchaser):	Date:

Form instructions:

- The information in sections 1, 5 and 6 must be completed before the purchaser completes and signs the form.*
- 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.**
- The detailed relationships required to purchase securities under this exemption are set out in section 2.5 of National Instrument 45-106 Prospectus Exemptions. For guidance on the meaning of “close personal friend” and “close business associate”, please refer to sections 2.7 and 2.8, respectively, of Companion Policy 45-106CP Prospectus Exemptions.*

SCHEDULE "E"

REPRESENTATION LETTER (FOR NON-CANADIAN RESIDENT INVESTORS ONLY, EXCLUDING U.S. PURCHASERS)

TO: Chimata Gold Corp. (the "Corporation")

(Capitalized terms not specifically defined in this Schedule have the meaning ascribed to them in the Subscription Agreement to which this Schedule is attached)

In connection with the execution by the undersigned Subscriber of the Subscription Agreement which this Representation Letter forms a part of, the undersigned Subscriber hereby represents, warrants, covenants and certifies to the Corporation that:

1. The undersigned Subscriber and (if applicable) any other purchaser for whom it is acting hereunder, is resident in the jurisdiction set out as the "Subscriber's Residential Address" on the face page of the Subscription Agreement (the "Foreign Jurisdiction") and the undersigned Subscriber certifies that it and (if applicable) any other purchaser for whom it is acting hereunder is not resident in or otherwise subject to applicable securities laws of any province or territory of Canada.
2. The undersigned Subscriber and (if applicable) any other purchaser for whom it is acting hereunder, is a purchaser which is purchasing the Units pursuant to an exemption from any prospectus or securities registration or similar requirements under the applicable securities laws of the Foreign Jurisdiction or any other securities laws to which the Subscriber and (if applicable) any other purchaser for whom the Subscriber is acting hereunder are otherwise subject.
3. The purchase of Units by the Subscriber, and any other purchaser for whom it is acting hereunder, does not contravene any of the applicable securities laws in the Foreign Jurisdiction or any other securities laws to which the Subscriber and (if applicable) any other purchaser for whom the Subscriber is acting hereunder are otherwise subject and does not result in: (i) any obligation of the Corporation to prepare and file a prospectus, an offering memorandum or similar document; or (ii) any obligation of the Corporation to make any filings with or seek any approvals of any kind from any regulatory body in such jurisdiction or any other ongoing reporting requirements with respect to such purchase or otherwise; or (iii) any registration or other obligation on the part of the Corporation under the applicable securities laws in the Foreign Jurisdiction or any other securities laws to which the Subscriber and (if applicable) any other purchaser for whom the Subscriber is acting hereunder are otherwise subject.
4. The Units are being acquired for investment purposes only and not with a view to the resale or distribution of all or any of the Underlying Securities.
5. The undersigned Subscriber and (if applicable) any other purchaser for whom it is acting hereunder, are knowledgeable of, and have been independently advised as to, the securities laws of the Foreign Jurisdiction or any other securities laws to which the Subscriber and (if applicable) any other purchaser for whom the Subscriber is acting hereunder are otherwise subject.
6. The undersigned Subscriber and (if applicable) any other purchaser for whom it is acting hereunder, is aware that its ability to enforce civil liabilities under applicable securities laws may be affected adversely by, among other things: (A) the fact that the Corporation is organized under the laws of a province of Canada; (B) some or all of the directors and officers may be residents of Canada; and (C) all or a substantial portion of the assets of the Corporation and said persons may be located outside the Foreign Jurisdiction.

7. Upon execution of this Schedule by the undersigned Subscriber, this Representation Letter shall be incorporated into and form a part of the Subscription Agreement.

Dated: _____, 2017.

Print name of Subscriber

By: _____
Signature

Print name of Signatory (if different from the
Subscriber)

Title

SCHEDULE "F"

FOR COMPLETION BY ALL SUBSCRIBERS INFORMATION REGARDING THE SUBSCRIBER

Please check the appropriate box (and complete the required information, if applicable) in each section:

1. **Security Holdings.** The Subscriber and all persons acting jointly and in concert with the Subscriber own, directly or indirectly, or exercises control or direction over (provide additional detail as applicable):

☐ _____ common shares of Chimata Gold Corp. (the "Corporation") and/or the following other kinds of shares and convertible securities (including but not limited to convertible debt, warrants and options) entitling the Subscriber to acquire additional common shares or other kinds of shares of the Corporation:

☐ No shares of the Corporation or securities convertible into shares of the Corporation.

2. **Insider Status.** The Subscriber either:

☐ Is an "Insider" of the Corporation as defined in the Policies of the TSX Venture Exchange (the "Exchange"), by virtue of being:

- (a) a director or senior officer of the Corporation;
- (b) a director or senior officer of a company that is an Insider or subsidiary of the Corporation;
- (c) a person that beneficially owns or controls, directly or indirectly, voting shares of the Corporation carrying more than 10% of the voting rights attached to all the Issuer's outstanding voting shares;
- (d) the Corporation itself if it holds any of its own securities.

☐ Is not an Insider of the Corporation.

3. **Pro Group Status.** The Subscriber either:

☐ Is a Member of the "Pro Group", which is defined in the Rules of the Exchange as either individually or as a group:

- 1. the member (i.e. a member of the Exchange under the Exchange requirements);
- 2. employees of the member;
- 3. partners, officers and directors of the member;
- 4. affiliates of the member; and
- 5. associates of any parties referred to in subparagraphs 1 through 5;

☐ Is not a member of the Pro Group.

4. **Corporate Status.** If the Subscriber is not an individual (mark one)

- (a) ☐ the Subscriber confirms that the Subscriber has filed a Form 4C Corporate Placee Registration Form with the Exchange and the information contained in such form is accurate as at the date hereof; or
- (b) ☐ the Subscriber has read and duly completed the Form 4C Corporate Placee Registration Form, a copy of which follows this form and is marked as Schedule "G", required by the Exchange and authorizes the Corporation to file the certification with Exchange.

Dated at _____, this ____ day of _____, 2017.

(Name of Subscriber – please print)

(Telephone Number of Subscriber)

(e-mail address)

(Signature of Subscriber or Authorized Signatory, as applicable)

(If applicable, print name of Authorized Signatory and Office)



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 _____, 2017.

(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

SCHEDULE "H"

EXEMPTION FROM PROSPECTUS REQUIREMENT FOR CERTAIN TRADES TO EXISTING SECURITY HOLDERS

In accordance with Regulation 45-513 - *Respecting Prospectus Exemption For Distribution To Existing Security Holders* or British Columbia Instrument 45-534 *Exemption From Prospectus Requirement For Certain Trades To Existing Security Holders* and in connection with the proposed purchase of Units of the Corporation by the undersigned Existing Security Holder (the “**Subscriber**” for the purposes of this Schedule “H”), the Subscriber hereby represents, warrants, covenants and certifies to the Corporation that:

1. The Subscriber is purchasing the Units as principal (in accordance with all applicable Securities Laws) for its own account and not for the benefit of any other person; and
2. The Subscriber hereby represents that, on or before the record date, which is the date that is at least one day prior to the day that the Corporation issued the news release announcing this Offering, the Subscriber acquired and continues to hold, a listed security of the Corporation of the same class and series as the Units and Underlying Securities to be distributed under this Offering;
3. One of the following applies:

(PLEASE CHECK THE BOX OF THE APPLICABLE CATEGORY)

- ☐ The Subscriber is a person that has obtained advice regarding the suitability of the investment and, if the person is resident in a jurisdiction of Canada, that advice has been obtained from a person that is registered as an investment dealer in the jurisdiction;
 - ☐ The aggregate subscription price to the Subscriber for the Units purchased under this Exemption, when combined with the acquisition cost to the purchaser for the purchase of any other security from the Issuer under this Exemption in the last 12 months, does not exceed \$15,000.
4. Representations by the Corporation. The Corporation hereby represents the following to the Subscriber:
 - (i) the Issuer’s documents and core documents, each as defined in section 225.3 of the *Securities Act (Quebec)* (chapter V-1.1) and Section 140.1 of the *Securities Act (British Columbia)*, do not contain a misrepresentation;
 - (ii) there is no material fact or material change related to the Issuer which has not been generally disclosed.
 5. Contractual Right of Action against the Corporation. A contractual right of action is hereby granted to the Subscriber, who is purchasing Units under the prospectus exemption provided by BC Instrument 45-534, against the Corporation for rescission or damages, such right of action being:
 - (a) available to the Subscriber if a document or core document, each as defined in section 140.1 of the *Securities Act (British Columbia)*, contains a misrepresentation which was not corrected before the Subscriber acquires a security under this exemption, without regard to whether the Subscriber relied on the misrepresentation;
 - (b) enforceable by the Subscriber delivering a notice to the issuer;
 - (i) in the case of an action for rescission, within 180 days after the Subscriber signs the Subscription Agreement to purchase the Units, or
 - (ii) in the case of an action for damages, before the earlier of:

(A) 180 days after the Subscriber first has knowledge of the facts giving rise to the cause of action, or

(B) 3 years after the date the Subscriber signs the Subscription Agreement to purchase the Units;

(c) subject to the defence that the Subscriber had knowledge of the misrepresentation;

(d) in the case of an action for damages, provides that the amount recoverable;

(i) must not exceed the price at which the Units was offered, and

(ii) does not include all or any part of the damages that the Corporation proves does not represent the depreciation in value of the Units resulting from the misrepresentation; and

(e) is in addition to, and does not detract from, any other right of the Subscriber.

DATED at _____ this ____ day of _____, 2017.

Print name of Subscriber

By: _____

Signature

Per: _____

Print name of Signatory (if different from
Subscriber

SCHEDULE "I"

PROVISIONS APPLICABLE TO A UNITED STATES PURCHASER CERTIFICATION OF U.S. PURCHASER

NOTE: the provisions on this page are applicable ONLY if the Purchaser is in the United States or is a "U.S. person" as defined in Regulation S under the United States Securities Act of 1933, as amended.

TO: Chimata Gold Corp. (the "Corporation")

(Capitalized terms not specifically defined in this Certification have the meaning ascribed to them in the Subscription Agreement to which this Schedule is attached.)

In connection with the execution of the Subscription Agreement to which this Schedule is attached, the undersigned (the "Purchaser") represents, warrants and covenants (which representations, warranties and covenants shall survive the Closing) to the Corporation (and acknowledges that the Corporation is relying thereon) that:

- (a) it has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of the investment and it is able to bear the economic risk of loss of the investment in the Units;
- (b) the Corporation has provided to it the opportunity to ask questions and receive answers concerning the terms and conditions of the offering and it has had access to such information concerning the Corporation as it has considered necessary or appropriate in connection with its investment decision to acquire the Units, including access to the Corporation's public filings available on the Internet at www.sedar.com, and that any answers to questions and any request for information have been complied with to the Purchaser's satisfaction;
- (c) it is purchasing the Units for its own account or for the account of one or more persons for whom it is exercising sole investment discretion, (a "Beneficial Purchaser"), for investment purposes only and not with a view to resale or distribution in violation of applicable securities laws and, in particular, neither it nor any Beneficial Purchaser for whose account it is purchasing the Units has any intention to distribute either directly or indirectly any of the Units in the United States; provided, however, that this paragraph shall not restrict the Purchaser from selling or otherwise disposing of any of the Units pursuant to registration thereof pursuant to the United States Securities Act of 1933, as amended (the "1933 Act") and any applicable state securities laws or under an exemption from such registration requirements;
- (d) it, and if applicable, each Beneficial Purchaser for whose account it is purchasing the Units is a U.S. Accredited Investor that satisfies one or more of the categories of U.S. Accredited Investor indicated below **(the Purchaser must initial "SUB" for the Purchaser, and "BP" for each Beneficial Purchaser, if any, on the appropriate line(s))**:

_____	Category 1	A bank, as defined in Section 3(a)(2) of the 1933 Act, whether acting in its individual or fiduciary capacity; or
_____	Category 2	A savings and loan association or other institution as defined in Section 3(a)(5)(A) of the 1933 Act, whether acting in its individual or fiduciary capacity; or
_____	Category 3	A broker or dealer registered pursuant to Section 15 of the United States Securities Exchange Act of 1934, as amended; or

_____	Category 4	An insurance company as defined in Section 2(13) of the 1933 Act; or
_____	Category 5	An investment company registered under the United States Investment Corporation Act of 1940; or
_____	Category 6	A business development company as defined in Section 2(a)(48) of the United States Investment Corporation Act of 1940; or
_____	Category 7	A small business investment company licensed by the U.S. Small Business Administration under Section 301 (c) or (d) of the United States Small Business Investment Act of 1958; or
_____	Category 8	A plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, with total assets in excess of U.S. \$5,000,000; or
_____	Category 9	An employee benefit plan within the meaning of the United States Employee Retirement Income Security Act of 1974 in which the investment decision 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 an employee benefit plan with total assets in excess of U.S. \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons who are accredited investors; or
_____	Category 10	A private business development company as defined in Section 202(a)(22) of the United States Investment Advisers Act of 1940; or
_____	Category 11	An organization described in Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, a corporation, a Massachusetts or similar business trust, or a partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of U.S. \$5,000,000; or
_____	Category 12	Any director or executive officer of the Corporation; or
_____	Category 13	A natural person whose individual net worth, or joint net worth with his or her spouse, excluding the value of his or her primary residence net of any mortgage obligation secured by the property, exceeds US\$1,000,000. For purposes of this calculation, if the mortgage or other indebtedness secured by the Purchaser's primary residence exceeds its value and the mortgagee or other lender has recourse to the Purchaser personally for any deficiency, the amount of any excess must be considered a liability and deducted from the Purchaser's net worth; or
_____	Category 14	A natural person who had an individual income in excess of U.S. \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of U.S. \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year; or

_____	Category 15	A trust, with total assets in excess of U.S. \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the 1933 Act; or
_____	Category 16	Any entity in which all of the equity owners meet the requirements of at least one of the above categories;

- (e) it understands 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 U.S. state laws and regulations, the certificates representing the Units, and all securities issued in exchange therefor or in substitution thereof, will bear a legend in substantially the following form:

THIS INSTRUMENT AND ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

provided that, if any Units are being sold in accordance with Rule 904 of Regulation S, and if the Corporation is a "foreign issuer" within the meaning of Regulation S at the time of sale, the legend may be removed by providing to Computershare Investor Services Inc. (i) a declaration in the form attached hereto as Appendix A (or as the Corporation may prescribe from time to time) and (ii) if required by Computershare Investor Services Inc., an opinion of counsel, of recognized standing reasonably satisfactory to the Corporation, or other evidence reasonably satisfactory to the Corporation, that the proposed transfer may be effected without registration under the 1933 Act;

and provided, further, that, if any Units are being sold under Rule 144, the legend may be removed by delivering to Computershare Investor Services Inc. an opinion of counsel of recognized standing reasonably satisfactory to the Corporation, that the legend is no longer required under applicable requirements of the 1933 Act or state securities laws;

- (f) it acknowledges and agrees that upon the original issuance of the Warrants, and until such time as it is no longer required under applicable requirements of the 1933 Act or applicable state securities laws, all certificates representing the Warrants and all certificates issued in exchange thereof or in substitution thereof, shall bear the following legend:

"THE SHARES ISSUABLE UPON EXERCISE THEREOF HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THIS WARRANT MAY NOT BE EXERCISED IN THE UNITED STATES OR BY OR FOR THE ACCOUNT OR BENEFIT OF A U.S. PERSON OR PERSON IN THE UNITED STATES AND THE UNDERLYING SHARES MAY NOT BE DELIVERED WITHIN THE UNITED STATES UNLESS THE WARRANT AND THE UNDERLYING SHARES HAVE BEEN REGISTERED UNDER THE U.S. SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS IS AVAILABLE, AND THE HOLDER HAS DELIVERED AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE CORPORATION TO SUCH EFFECT. "UNITED STATES" AND "U.S. PERSON" ARE USED HEREIN AS SUCH TERMS ARE DEFINED BY REGULATION S UNDER THE U.S. SECURITIES ACT."

- (g) it acknowledges that the Units are "restricted securities", as such term is defined under Rule 144 under the 1933 Act, and may not be offered, sold, pledged, or otherwise transferred, directly or indirectly, without prior registration under the 1933 Act and applicable state securities laws, and it agrees that if it decides to offer, sell, pledge or otherwise transfer, directly or indirectly, any of the Units absent such registration, it will not offer, sell, pledge or otherwise transfer, directly or indirectly, any of the Units, directly or indirectly, except as permitted by paragraph (e) above and the legend included therein;

- (h) it understands and acknowledges that (i) if the Corporation is deemed to have been at any time previously an issuer with no or nominal operations and no or nominal assets other than cash and cash equivalents, Rule 144 under the 1933 Act may not be available for resales of the Units and (ii) the Corporation is not obligated to make Rule 144 under the 1933 Act available for resales of such Units;
- (i) it understands and acknowledges that the Corporation has no obligation or present intention of filing with the United States Securities and Exchange Commission or with any state securities administrator any registration statement in respect of resales of the Units in the United States;
- (j) the office or other address of the Purchaser at which the Purchaser received and accepted the offer to purchase the Units is the address listed on this Agreement on the first page of this Agreement;
- (k) it understands and agrees that there may be material tax consequences to the Purchaser of an acquisition, disposition or exercise of any of the Units; the Corporation gives no opinion and makes no representation with respect to the tax consequences to the Purchaser under United States, state, local or foreign tax law of the Purchaser's acquisition or disposition of such Units;
- (l) it understands and acknowledges that the Corporation (i) is not obligated to remain a "foreign issuer" within the meaning of Regulation S, (ii) may not, at the time the Units are resold by it or at any other time, be a foreign issuer, and (iii) may engage in one or more transactions which could cause the Corporation not to be a foreign issuer, and if the Corporation is not a foreign issuer at the time of sale or transfer of the Units pursuant to Rule 904 of Regulation S, the certificates representing the Units may continue to bear the legend described above by paragraph (e);
- (m) The understands and agrees that the Units have not been and will not be registered under the 1933 Act, or applicable state securities laws, and the Units are being offered and sold to the Purchaser in reliance upon exemptions available under Rule 506 of Regulation D under the 1933 Act and/or Section 4(2) of the 1933 Act;
- (n) it understands and agrees that the financial statements of the Corporation have been prepared in accordance with Canadian generally accepted accounting principles, which differ in some respects from United States generally accepted accounting principles, and thus may not be comparable to financial statements of United States companies;
- (o) it has not purchased the Units as a result of any form of "general solicitation" or "general advertising" (as defined under Regulation D of the 1933 Act), including any advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio, television or internet or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;
- (p) it understands and acknowledges that the Corporation is incorporated outside the United States and its properties are located outside the United States. Consequently, it may be difficult to provide service of process on the Corporation for court proceedings in the United States and it may be difficult to enforce any judgment against the Corporation in the United States; and
- (q) it acknowledges that the representations, warranties and covenants hereto are made by it with the intent that they may be relied upon by the Corporation in determining its eligibility or the eligibility of others on whose behalf it is contracting thereunder to purchase the Units. It agrees that by accepting Units it shall be representing and warranting that the representations and warranties above are true as at the Closing with the same force and effect as if they had been made by it at the Closing and that they shall survive the purchase by it of Units and shall continue in full force and effect notwithstanding any subsequent disposition by it of such securities.

The Purchaser undertakes to notify the Corporation immediately of any change in any representation, warranty or other information relating to the Purchaser or any Beneficial Purchaser set forth herein which takes place prior to the Closing.

Dated: _____, 2017.

If a Corporation, Partnership or Other Entity:

Name of Entity

Type of Entity

Signature of Person Signing

Print or Type Name and Title of Person Signing

If an Individual:

Name of Individual

Signature Print