

CAMROVA RESOURCES INC.

PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT

INSTRUCTIONS TO PURCHASER

1. All purchasers must complete all the information in the boxes on page 2 and sign where indicated with an "X".
2. All purchasers must complete and sign Exhibit A "Investor Questionnaire". The purpose of the form is to determine whether you meet the standards for participation in a private placement under applicable Canadian securities law (National Instrument 45-106).
3. If you are subscribing as an "accredited investor" and are an individual, you must complete and sign Exhibit B "Form 45-106F9 - Risk Acknowledgement Form".
4. If you are subscribing relying on the Friends, Family and Business Associates exemption and are resident in Ontario, you must complete and sign Exhibit C – "Form 45-106F12 – Risk Acknowledgement Form for Friends, Family and Business Associates Investors Resident in Ontario".
5. If you are subscribing relying on the Friends, Family and Business Associates – Saskatchewan Exemption and are resident in Saskatchewan, you must complete and sign Exhibit D - Form 45-106F5 – Saskatchewan Risk Acknowledgement Form for Close Personal Friends and Close Business Associates".
6. If you are subscribing relying on the Existing Shareholder exemption, you must complete by initialing beside the applicable provision in Part V of the Investor Questionnaire, at page 20.
7. If you are paying for your subscription with funds drawn from a Canadian bank, you may pay by certified cheque or bank draft drawn on a Canadian chartered bank or by wire transfer to the Issuer pursuant to the wiring instructions set out in Exhibit G. **If you are paying for your subscription with funds drawn on any source other than a Canadian chartered bank, you may only pay by wire transfer to the Issuer pursuant to the wiring instructions set out in Exhibit G.**

CAMROVA RESOURCES INC.

PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT

The undersigned (the "**Subscriber**") hereby irrevocably subscribes for and agrees to purchase from Camrova Resources Inc. (the "**Issuer**") that number of units of the Issuer (the "**Units**") set out below at a price of **\$0.08 per Unit**. Each Unit is comprised of one common share in the capital of the Issuer (each, a "**Share**") and one common share purchase warrant (a "**Warrant**"). Each Warrant is exercisable into one Share (each, a "**Warrant Share**") at an exercise price of **\$0.15** on or before the date which is 24 months after the first closing of the Offering, subject to early expiry as set out in Section 1.2 hereof. The Subscriber agrees to be bound by the terms and conditions set forth in the attached "Terms and Conditions of Subscription for Units".

<u>Subscriber Information</u>
(Name of Subscriber)
Account Reference (if applicable): _____
X
(Signature of Subscriber – if the Subscriber is an Individual)
X
(Signature of Authorized Signatory – if the Subscriber is not an Individual)
(Name and Title of Authorized Signatory – if the Subscriber is not an Individual)
(SIN, SSN, or other Tax Identification Number of the Subscriber)
(Subscriber's Address, including city and Postal Code)
(Telephone Number) _____ (Email Address) _____
<u>Register the Shares and Warrants as set forth below:</u>
(Name to Appear on Share and Warrant Certificate)
(Account Reference, if applicable)
(Address, including Postal Code)

<u>Units to be Purchased</u>
Number of Units: _____ X\$0.08
Aggregate Subscription Price: _____ (the " Subscription Amount ", plus wire fees if applicable)

Please complete if purchasing as agent or trustee for a principal (beneficial purchaser) (a "Disclosed Principal") and not purchasing as trustee or agent for accounts fully managed by it.
(Name of Disclosed Principal)
(Address of Disclosed Principal)
(Account Reference, if applicable)
(SIN, SSN, or other Tax Identification Number of Disclosed Principal)
<u>Deliver the Shares and Warrants as set forth below:</u>
(Attention - Name)
(Account Reference, if applicable)
(Street Address, including Postal Code) (No PO Box)
(Telephone Number)

Number and kind of securities of the Issuer held, directly or indirectly, or over which control or direction is exercised by the Subscriber, if any:

1. State whether the Subscriber is an Insider of the Issuer: Yes <input type="checkbox"/> No <input type="checkbox"/>
2. State whether Subscriber is a member of the Pro Group: Yes <input type="checkbox"/> No <input type="checkbox"/>
3. State whether the Subscriber is a registrant: Yes <input type="checkbox"/> No <input type="checkbox"/>

ACCEPTANCE

The Issuer hereby accepts the subscription as set forth above on the terms and conditions contained in this Private Placement Subscription Agreement (including the Terms and Conditions and Exhibits attached hereto) as of the ____ day of _____, 2018.

CAMROVA RESOURCES INC.

Per: _____
Authorized Signatory

Address: 55 York Street, Suite 401
Toronto, ON M5J 1R7

Email: kris.misir@camrovarresources.com

TERMS AND CONDITIONS OF SUBSCRIPTION FOR UNITS

1. Subscription

1.1 On the basis of the representations and warranties and subject to the terms and conditions set forth herein, the Subscriber hereby irrevocably subscribes for and agrees to purchase Units of the Issuer at a price of \$0.08 per Unit (such subscription and agreement to purchase being the "**Subscription**"), for the Subscription Amount shown on page 2 of this subscription agreement (the "**Agreement**"), which is tendered herewith, on the basis of the representations and warranties and subject to the terms and conditions set forth in this Agreement.

1.2 Each Unit will consist of one Share and one Warrant. Subject to any relevant resale restrictions, the Warrants shall be transferable. Each Warrant shall entitle the holder thereof to purchase one Warrant Share, as presently constituted, at an exercise price of \$0.15 per Warrant Shares for a period of two years commencing from the first closing of the Offering; provided, however, that in the event the volume-weighted average price of the Shares on the TSX Venture Exchange (the "**TSXV**") for any 20 consecutive trading days equals or exceeds \$0.30, the Issuer may, upon providing written notice to the holders of Warrants, accelerate the expiry date of the Warrants to the date that is 30 days following the date of such written notice. The Units, Shares, Warrants and Warrant Shares are referred to herein as the "**Securities**".

1.3 The Issuer hereby agrees to sell the Units to the Subscriber on the basis of the representations and warranties and subject to the terms and conditions set forth in this Agreement. Subject to the terms of this Agreement, the Agreement will be effective upon its acceptance by the Issuer.

1.4 The Subscriber acknowledges that the Units have been offered as part of an offer by the Issuer of up to **6,250,000** Units, or such other number of securities as may be determined by the board of directors of the Issuer in its sole discretion (the "**Offering**").

1.5 The Subscriber acknowledges that a finder's fee of up to 7% cash and 7% broker warrants (having the same characteristics as the Units) may be paid to eligible finders with respect to any portion of the Offering that is not subscribed for by existing shareholders.

1.6 Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.

2. Payment

2.1 The Subscription Amount must accompany this Subscription and shall be paid by: (i) if the Subscriber is drawing funds from a Canadian bank to pay for this Subscription, a certified cheque or bank draft drawn on a Canadian chartered bank or by wire to the Issuer pursuant to the wiring instructions set out in Exhibit G; or (ii) if the Subscriber is drawing funds from any source other than a Canadian chartered bank to pay for this Subscription, then only by wire transfer to the Issuer pursuant to the wiring instructions set out in Exhibit G. The Subscriber authorizes the Issuer to treat the Subscription Amount as an interest free loan until the closing of the Offering (the "**Closing**").

2.2 The Subscriber acknowledges and agrees that this Agreement, the Subscription Amount and any other documents delivered in connection herewith will be held by or on behalf of the Issuer. In the event that this Agreement is not accepted by the Issuer for whatever reason, which the Issuer expressly reserves the right to do, the Subscription Amount (without interest thereon) and any other documents delivered in connection herewith will be returned to the Subscriber at the address of the Subscriber as set forth on page 2 of this Agreement.

3. Documents Required from Subscriber

3.1 The Subscriber must complete, sign and return to the Issuer the following documents:

- (a) an executed copy of this Agreement;
- (b) the Investor Questionnaire (the "**Questionnaire**") attached as Exhibit A;
- (c) If you are subscribing as an "accredited investor" and are an individual, you must complete and sign Exhibit B "Form 45-106F9 - Risk Acknowledgement Form".
- (d) If you are subscribing relying on the Friends, Family and Business Associates exemption and are resident in Ontario, you must complete and sign Exhibit C – "Form 45-106F12 – Risk Acknowledgement Form for Friends, Family and Business Associates Investors Resident in Ontario".
- (e) If you are subscribing relying on the Friends, Family and Business Associates – Saskatchewan Exemption and are resident in Saskatchewan, you must complete and sign Exhibit D - Form 45-106F5 – Saskatchewan Risk Acknowledgement Form for Close Personal Friends and Close Business Associates".
- (f) if the Subscriber is not an individual and does not have a current Corporate Placee Registration Form on file with the TSXV, the Corporate Placee Registration Form attached as Exhibit H; and
- (g) such other supporting documentation that the Issuer or its legal counsel may request to establish the Subscriber's qualification as a qualified investor.

3.2 The Subscriber shall complete, sign and return to the Issuer as soon as possible, on request by the Issuer, any additional documents, questionnaires, notices and undertakings as may be required by any regulatory authorities and applicable law.

3.3 Both parties to this Agreement acknowledge and agree that Fogler, Rubinoff LLP has acted as counsel only to the Issuer and is not protecting the rights and interests of the Subscriber. The Subscriber acknowledges and agrees that the Issuer and Fogler, Rubinoff LLP have given the Subscriber the opportunity to seek, and are hereby recommending that the Subscriber obtain, independent legal advice with respect to the subject matter of this Agreement and, further, the Subscriber hereby represents and warrants to the Issuer and Fogler, Rubinoff LLP that the Subscriber has sought independent legal advice or waives such advice.

4. Conditions and Closing

4.1 The Closing shall occur on or before **April 30, 2018**, or on such other date as may be determined by the Issuer in its sole discretion (the "**Closing Date**"). The Issuer may, at its discretion, elect to close the Offering in one or more closings, in which event the Issuer may agree with one or more purchasers (including the Subscriber to this Agreement) to complete delivery of the Shares and the Warrants to such purchaser(s) against payment therefor at any time on or prior to the Closing Date.

4.2 The Closing (including the closing of this Subscription) is conditional upon and subject to:

- (a) the Issuer having obtained all necessary approvals and consents, including regulatory approvals for the Offering;
- (b) the issue and sale of the Units being exempt from the requirement to file a prospectus and the requirement to deliver an offering memorandum under applicable securities legislation relating to the sale of the Units, or the Issuer having received such orders, consents or approvals as may be required to permit such sale without the requirement to file a prospectus or deliver an offering memorandum; and
- (c) the Issuer having obtained approval of the Exchange for the Offering.

4.3 The Subscriber acknowledges that the certificates representing the Shares and the Warrants will be available for delivery, provided that the Subscriber has satisfied the requirements of Section 3 hereof and the Issuer has accepted this Agreement.

5. Acknowledgements and Agreements of Subscriber

5.1 The Subscriber acknowledges and agrees that:

- (a) none of the Securities have been or will be registered under the United States *Securities Act of 1933*, as amended, (the "**1933 Act**"), or under any securities or "blue sky" laws of any state of the United States, and, unless so registered, may not be offered or sold in the United States or, directly or indirectly, to U.S. Persons, as that term is defined in Regulation S under the 1933 Act ("**Regulation S**"), except in accordance with the provisions of Regulation S, pursuant to an effective registration statement under the 1933 Act, or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the 1933 Act and in each case only in accordance with applicable state, provincial and foreign securities laws;
- (b) the Issuer has not undertaken, and will have no obligation, to register any of the Securities under the 1933 Act or any other securities legislation;
- (c) the decision to execute this Agreement and acquire the Securities agreed to be purchased hereunder has not been based upon any oral or written representation as to fact or otherwise made by or on behalf of the Issuer and such decision is based entirely upon a review of any public information which has been filed by the Issuer with any Canadian provincial securities commissions (collectively, the "**Public Record**");
- (d) the Subscriber understands and agrees that the Issuer and others will rely upon the truth and accuracy of the acknowledgements, representations, warranties, covenants and agreements contained in this Agreement and the Questionnaire, as applicable, and agrees that if any of such acknowledgements, representations and agreements are no longer accurate or have been breached, the Subscriber shall promptly notify the Issuer;
- (e) there are risks associated with the purchase of the Securities, as more fully described in the Issuer's periodic disclosure forming part of the Public Record;
- (f) the Subscriber and the Subscriber's advisor(s) have had a reasonable opportunity to ask questions of and receive answers from the Issuer in connection with the distribution of the Securities hereunder, and to obtain additional information, to the extent possessed or obtainable without unreasonable effort or expense, necessary to verify the accuracy of the information about the Issuer;
- (g) a portion of this Offering may be sold pursuant to an agreement between the Issuer and one or more agents registered in accordance with applicable securities laws, in which case the Issuer will pay a fee and/or compensation securities on terms as set out in such agency agreement;
- (h) finder's fees may be payable by the Issuer to finders who introduce purchasers to the Issuer;
- (i) the books and records of the Issuer were available upon reasonable notice for inspection, subject to certain confidentiality restrictions, by the Subscriber during reasonable business hours at its principal place of business, and all documents, records and books in connection with the distribution of the Securities hereunder have been made available for inspection by the Subscriber, the Subscriber's lawyer and/or advisor(s);

- (j) all of the information which the Subscriber has provided to the Issuer is correct and complete as of the date this Agreement is signed, and if there should be any change in such information prior to the Closing, the Subscriber will immediately provide the Issuer with such information;
- (k) the Issuer is entitled to rely on the representations and warranties of the Subscriber contained in this Agreement and the Questionnaire, as applicable, and the Subscriber will hold harmless the Issuer from any loss or damage it or they may suffer as a result of the Subscriber's failure to correctly complete this Agreement or the Questionnaire, as applicable;
- (l) the Subscriber has been advised to consult the Subscriber's own legal, tax and other advisors with respect to the merits and risks of an investment in the Securities and with respect to applicable resale restrictions, and it is solely responsible (and the Issuer is not in any way responsible) for compliance with:
 - (i) any applicable laws of the jurisdiction in which the Subscriber is resident in connection with the distribution of the Securities hereunder, and
 - (ii) applicable resale restrictions;
- (m) the Subscriber understands and agrees that there may be material tax consequences to the Subscriber of an acquisition or disposition of the Securities. The Issuer gives no opinion and makes no representation with respect to the tax consequences to the Subscriber under federal, state, provincial, local or foreign tax law of the Subscriber's acquisition or disposition of the Securities;
- (n) the Subscriber consents to the placement of a legend or legends on any certificate or other document evidencing any of the Securities setting forth or referring to the restrictions on transferability and sale thereof contained in this Agreement, with such legend(s) to be substantially as follows:

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THE SECURITIES SHALL NOT TRADE THE SECURITIES BEFORE **[four months and one day from the Closing Date.]**

and, if applicable:

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

- (o) the Issuer has advised the Subscriber that the Issuer is relying on an exemption from the requirements to provide the Subscriber with a prospectus and to sell the Securities through a person registered to sell securities under provincial securities legislation and other applicable securities laws, as a consequence of acquiring the Securities pursuant to such exemption, certain protections, rights and remedies provided by the applicable securities legislation including the various provincial securities acts, including statutory rights of rescission or damages, will not be available to the Subscriber;
- (p) no securities commission or similar regulatory authority has reviewed or passed on the merits of any of the Securities;

- (q) there is no government or other insurance covering any of the Securities;
- (r) there are restrictions on the Subscriber's ability to resell the Securities and it is the responsibility of the Subscriber to find out what those restrictions are and to comply with such restrictions before selling any of the Securities;
- (s) the Issuer will refuse to register the transfer of any of the Securities to a U.S. Person not made pursuant to an effective registration statement under the 1933 Act or pursuant to an available exemption from the registration requirements of the 1933 Act and in each case in accordance with applicable laws; and
- (t) this Agreement is not enforceable by the Subscriber unless it has been accepted by the Issuer, and the Subscriber acknowledges and agrees that the Issuer reserves the right to reject any Subscription for any reason whatsoever.

6. Representations, Warranties and Covenants of the Subscriber

6.1 The Subscriber hereby represents and warrants to and covenants with the Issuer (which representations, warranties and covenants shall survive the Closing) that:

- (a) the Subscriber is not a U.S. Person;
- (b) if the Subscriber is resident outside of Canada:
 - (i) the Subscriber is knowledgeable of, or has been independently advised as to, the applicable laws of the securities regulators having application in the jurisdiction in which the Subscriber is resident (the "**International Jurisdiction**") which would apply to the offer and sale of the Securities,
 - (ii) the Subscriber is purchasing the Securities pursuant to exemptions from prospectus or equivalent requirements under applicable laws or, if such is not applicable, the Subscriber is permitted to purchase the Securities under the applicable laws of the securities regulators in the International Jurisdiction without the need to rely on any exemptions,
 - (iii) the applicable laws of the authorities in the International Jurisdiction do not require the Issuer to make any filings or seek any approvals of any kind whatsoever from any securities regulator of any kind whatsoever in the International Jurisdiction in connection with the offer, issue, sale or resale of any of the Securities,
 - (iv) the purchase of the Securities by the Subscriber does not trigger:
 - A. any obligation to prepare and file a prospectus or similar document, or any other report with respect to such purchase in the International Jurisdiction, or
 - B. any continuous disclosure reporting obligation of the Issuer in the International Jurisdiction, and
 - (v) the Subscriber will, if requested by the Issuer, deliver to the Issuer a certificate or opinion of local counsel from the International Jurisdiction which will confirm the matters referred to in subparagraphs (ii), (iii) and (iv) above to the satisfaction of the Issuer, acting reasonably;
- (c) the Subscriber has the legal capacity and competence to enter into and execute this Agreement and to take all actions required pursuant hereto and, if the Subscriber is a corporate entity, it is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation and all

necessary approvals by its directors, shareholders and others have been obtained to authorize execution and performance of this Agreement on behalf of the Subscriber;

- (d) the entering into of this Agreement and the transactions contemplated hereby do not result in the violation of any of the terms and provisions of any law applicable to, or, if applicable, the constating documents of, the Subscriber or of any agreement, written or oral, to which the Subscriber may be a party or by which the Subscriber is or may be bound;
- (e) the Subscriber has duly executed and delivered this Agreement and it constitutes a valid and binding agreement of the Subscriber enforceable against the Subscriber;
- (f) the Subscriber has received and carefully read this Agreement;
- (g) the Subscriber is aware that an investment in the Issuer is speculative and involves certain risks (including those risks disclosed in the Public Record), including the possible loss of the entire investment;
- (h) the Subscriber has made an independent examination and investigation of an investment in the Securities and the Issuer and agrees that the Issuer will not be responsible in any way whatsoever for the Subscriber's decision to invest in the Securities and the Issuer;
- (i) the Subscriber is not an underwriter of, or dealer in, any of the Securities, nor is the Subscriber participating, pursuant to a contractual agreement or otherwise, in the distribution of the Securities or any of them;
- (j) the Subscriber is not aware of any advertisement of any of the Securities and is not acquiring the Securities as a result of any form of general solicitation or general advertising, including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media, or broadcast over radio or television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;
- (k) no person has made to the Subscriber any written or oral representations:
 - (i) that any person will resell or repurchase any of the Securities,
 - (ii) that any person will refund the purchase price of any of the Securities, or
 - (iii) as to the future price or value of any of the Securities; and
- (l) the Subscriber acknowledges and agrees that the Issuer shall not consider the Subscriber's Subscription for acceptance unless the undersigned provides to the Issuer, along with an executed copy of this Agreement:
 - (i) a fully completed and executed Questionnaire in the form attached hereto as Exhibit A,
 - (ii) by completing the Questionnaire, the Subscriber is representing and warranting that the Subscriber satisfies one of the categories of registration and prospectus exemptions provided in National Instrument 45-106 – *Prospectus Exemptions* ("NI 45-106") adopted by the Canadian Securities Administrators or pursuant to local exemptions pursuant to Multilateral CSA Notice 45-313 *Prospectus Exemption for Distributions to Existing Security Holders* or OSC Rule 45-501 – *Ontario Prospectus and Registration Exemptions*;
 - (iii) the other supporting documents set out in Section 3 of this Agreement; and

- (iv) such other supporting documentation that the Issuer or its legal counsel may request to establish the Subscriber's qualification as a qualified investor.

6.2 In this Agreement, the term "**U.S. Person**" shall have the meaning ascribed thereto in Regulation S promulgated under the 1933 Act and for the purpose of the Agreement includes, but is not limited to: (a) any person in the United States; (b) any natural person resident in the United States; (c) any partnership or corporation organized or incorporated under the laws of the United States; (d) any partnership or corporation organized outside the United States by a U.S. Person principally for the purpose of investing in securities not registered under the 1933 Act, unless it is organized or incorporated, and owned, by accredited investors who are not natural persons, estates or trusts; or (e) any estate or trust of which any executor or administrator or trustee is a U.S. Person.

7. Representations, Warranties and Covenants of the Issuer

7.1 The Subscriber acknowledges that the representations and warranties contained herein are made by it with the intention that such representations and warranties may be relied upon by the Issuer and its legal counsel in determining the Subscriber's eligibility to purchase the Securities under applicable legislation, or (if applicable) the eligibility of others on whose behalf it is contracting hereunder to purchase the Securities under applicable legislation. The Subscriber further agrees that by accepting delivery of the certificates representing the Shares and the Warrants on the Closing Date, it will be representing and warranting that the representations and warranties contained herein are true and correct as at the Closing Date with the same force and effect as if they had been made by the Subscriber on the Closing Date and that they will survive the purchase by the Subscriber of the Securities and will continue in full force and effect notwithstanding any subsequent disposition by the Subscriber of such Securities.

7.2 The Issuer warrants and represents to, and covenants with the Subscriber that, except as set out expressly in any specific subsection below, as of the date of this Agreement:

- (a) the Issuer is a valid and subsisting corporation duly organized and in good standing under the laws of the Province of British Columbia;
- (b) the Issuer has full power and authority to enter into and perform this Agreement and to do all other acts which are necessary to consummate the transactions contemplated in the Agreement;
- (c) the Issuer is a "reporting issuer" in British Columbia, Alberta and Ontario and the Common Shares are listed and posted for trading on the TSXV;
- (d) no order ceasing or suspending trading in the securities of the Issuer nor prohibiting sale of such securities has been issued to the Issuer or its directors, officers or promoters and, to the knowledge of the Issuer, no investigations or proceedings for such purposes are pending or threatened;
- (e) the Issuer has complied and will fully comply with the requirements of applicable securities and corporate legislation in respect of the Offering;
- (f) the issuance and sale of the Offered Securities does not and will not conflict with and does not and will not result in a breach of any of the terms, conditions, or provisions of the constating documents of the Issuer or any agreement or instrument to which the Issuer is a party or by which its assets are affected;
- (g) this Agreement has been or will be at the Closing, duly authorized by all necessary corporate action on the part of the Issuer, and constitutes a valid obligation of the Issuer legally binding upon it and enforceable against the Issuer in accordance with its terms subject to applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting the enforcement of creditors' rights generally and as limited by laws relating to the availability of equitable remedies;

- (h) the Common Shares and Warrant Shares, upon payment in full therefor, will, at the time of issue, be duly allotted, validly issued, fully paid and non-assessable and will be free of all liens, charges and encumbrances; and
- (i) on the Closing, the approvals from the Exchange that are required for the transactions herein contemplated to occur at Closing will have been obtained other than any post-Closing filings referred to in the conditional acceptance letter from the Exchange and filings required under applicable securities laws.

8. Resale Restrictions

8.1 The Subscriber acknowledges that any resale of the Securities will be subject to resale restrictions contained in the securities legislation applicable to the Issuer, the Subscriber and any proposed transferee.

9. Acknowledgement and Waiver

9.1 The Subscriber has acknowledged that the decision to acquire the Securities was solely made on the basis of publicly available information. Other than for the rights in Exhibit F the Subscriber hereby waives, to the fullest extent permitted by law, any rights of withdrawal, rescission or compensation for damages to which the Subscriber might be entitled in connection with the distribution of any of the Securities.

10. Legending and Registration of Subject Securities

10.1 The Subscriber hereby acknowledges that a legend may be placed on the certificates representing the Shares and the Warrants to the effect that the securities represented by such certificates are subject to a hold period and may not be traded until the expiry of such hold period except as permitted by applicable securities legislation.

10.2 The Subscriber hereby acknowledges and agrees to the Issuer making a notation on its records or giving instructions to the registrar and transfer agent of the Issuer in order to implement the restrictions on transfer set forth and described in this Agreement.

11. Collection of Personal Information

11.1 The Subscriber acknowledges and consents to the fact that the Issuer is collecting the Subscriber's personal information for the purpose of fulfilling this Agreement and completing the Offering. The Subscriber's personal information (and, if applicable, the personal information of those on whose behalf the Subscriber is contracting hereunder) may be disclosed by the Issuer to (a) stock exchanges or securities regulatory authorities, (b) the Issuer's registrar and transfer agent, (c) Canadian tax authorities, (d) authorities pursuant to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and (e) any of the other parties involved in the Offering, including legal counsel, and may be included in record books in connection with the Offering. By executing this Agreement, the Subscriber is deemed to be consenting to the foregoing collection, use and disclosure of the Subscriber's personal information (and, if applicable, the personal information of those on whose behalf the Subscriber is contracting hereunder) for the foregoing purposes and to the retention of such personal information for as long as permitted or required by law or business practice. Notwithstanding that the Subscriber may be purchasing Units as agent on behalf of an undisclosed principal, the Subscriber agrees to provide, on request, particulars as to the nature and identity of such undisclosed principal, and any interest that such undisclosed principal has in the Issuer, all as may be required by the Issuer in order to comply with the foregoing.

Furthermore, the Subscriber is hereby notified that:

- (a) the Issuer may deliver to any securities commission having jurisdiction over the Issuer, the Subscriber or this subscription, including any Canadian provincial securities commissions and/or the SEC (collectively, the "**Commissions**") certain personal information pertaining to the Subscriber, including such Subscriber's full name, residential address and telephone number, the

number of shares or other securities of the Issuer owned by the Subscriber, the number of Units purchased by the Subscriber and the total purchase price paid for such Units, the prospectus exemption relied on by the Issuer and the date of distribution of the Units,

- (b) such information is being collected indirectly by the Commissions under the authority granted to them in securities legislation,
- (c) such information is being collected for the purposes of the administration and enforcement of the securities laws, and
- (d) the Subscriber may contact the following public official in Ontario with respect to questions about the Ontario Securities Commission's indirect collection of such information at the following address and telephone number:

Ontario Securities Commission
20 Queen Street West
20th Floor
Toronto, ON M5H 3S8
Telephone: 416-593-8314 or 1-877-785-1555 (toll free across Canada)

12. Costs

12.1 The Subscriber acknowledges and agrees that all costs and expenses incurred by the Subscriber (including any fees and disbursements of any special counsel retained by the Subscriber) relating to the purchase of the Units shall be borne by the Subscriber.

13. Governing Law

13.1 This Agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Subscriber, in its personal or corporate capacity and, if applicable, on behalf of each beneficial purchaser for whom it is acting, irrevocably attorns to the jurisdiction of the courts of the Province of Ontario.

14. Currency

14.1 Any reference to currency in this Agreement is to the currency of Canada unless otherwise indicated.

15. Survival

15.1 This Agreement, including, without limitation, the representations, warranties and covenants contained herein, shall survive and continue in full force and effect and be binding upon the parties hereto notwithstanding the completion of the purchase of the Securities by the Subscriber pursuant hereto.

16. Assignment

16.1 This Agreement is not transferable or assignable.

17. Severability

17.1 The invalidity or unenforceability of any particular provision of this Agreement shall not affect or limit the validity or enforceability of the remaining provisions of this Agreement.

18. Entire Agreement

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

19. Notices

19.1 All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted by any standard form of telecommunication, including facsimile, electronic mail or other means of electronic communication capable of producing a printed copy. Notices to the Subscriber shall be directed to the address of the Subscriber set forth on page 2 of this Agreement and notices to the Issuer shall be directed to it at the address of the Issuer set forth on page 3 of this Agreement.

20. Counterparts and Electronic Means

20.1 This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall constitute an original and all of which together shall constitute one instrument. Delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the date hereinafter set forth.

21. Exhibits

21.1 The exhibits attached hereto form part of this Agreement.

22. Indemnity

22.1 The Subscriber will indemnify and hold harmless the Issuer and, where applicable, its directors, officers, employees, agents, advisors and shareholders, from and against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all fees, costs and expenses whatsoever reasonably incurred in investigating, preparing or defending against any claim, lawsuit, administrative proceeding or investigation whether commenced or threatened) arising out of or based upon any representation or warranty of the Subscriber contained in this Agreement, the Questionnaire, as applicable, or in any document furnished by the Subscriber to the Issuer in connection herewith being untrue in any material respect or any breach or failure by the Subscriber to comply with any covenant or agreement made by the Subscriber to the Issuer in connection therewith.

EXHIBIT A

INVESTOR QUESTIONNAIRE

(RESIDENTS OF CANADA AND OFFSHORE)

TO: CAMROVA RESOURCES INC. (the "Issuer")

RE: Purchase of Units (the "Units") of the Issuer

Capitalized terms used in this Questionnaire and not specifically defined have the meaning ascribed to them in the Private Placement Subscription Agreement between the Subscriber and the Issuer to which this Exhibit A is attached.

In connection with the purchase by the Subscriber (being the undersigned, or if the undersigned is purchasing the Units as agent on behalf of a disclosed beneficial Subscriber, such beneficial Subscriber, shall be referred herein as the "**Subscriber**") of the Units, the Subscriber hereby represents, warrants and certifies to the Issuer that the Subscriber:

- (i) is purchasing the Units as principal (or deemed principal under the terms of National Instrument 45-106 - *Prospectus Exemptions* adopted by the Canadian Securities Administrators ("**NI 45-106**"));
- (ii) (A) is resident in or is subject to the laws of one of a province of Canada, please indicate _____ (INSERT NAME OF PROVINCE OF RESIDENCE);
or
(B) is resident in a country other than Canada or the United States; and
- (iii) has not been provided with any offering memorandum in connection with the purchase of the Units.

In connection with the purchase of the Units of the Issuer, the Subscriber hereby represents, warrants, covenants and certifies that the Subscriber meets one or more of the following criteria:

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

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

- _____ (a) except in Ontario, a Canadian financial institution, or a Schedule III bank,
 - _____ (a.1) in Ontario, a financial institution described in paragraph 1, 2 or 3 of subsection 73.1 (1) of the *Securities Act* (Ontario),
- _____ (b) except in Ontario, the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada),
 - _____ (b.1) in Ontario, the Business Development Bank of Canada,
- _____ (c) except in Ontario, a subsidiary of any person referred to in paragraphs (a) or (b), if the person owns all of

the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary,

_____ (c.1) in Ontario, a subsidiary of any person or company referred to in clause (a.1) or (b.1), if the person or company owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary,

_____ (d) except in Ontario, a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer,

_____ (d.1) in Ontario, a person or company registered under the securities legislation of a province or territory of Canada as an adviser or dealer, except as otherwise prescribed by the regulations,

Jurisdiction(s) registered: _____ **Categories of registration:** _____

_____ (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),

Name of person with whom Subscriber is or was registered: _____

Jurisdiction(s) registered: _____ **Categories of registration:** _____

_____ (f) except in Ontario, the Government of Canada or a jurisdiction of Canada, or any crown corporation, agency or wholly owned entity of the Government of Canada or a jurisdiction of Canada,

_____ (f.1) in Ontario, the Government of Canada, the government of a province or territory of Canada, or any Crown corporation, agency or wholly owned entity of the Government of Canada or of the government of a province or territory of Canada,

_____ (g) a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l'île de Montréal or an intermunicipal management board in Québec,

_____ (h) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government,

_____ (i) except in Ontario, a pension fund that is regulated by the Office of the Superintendent of Financial Institutions (Canada), a pension commission or similar regulatory authority of a jurisdiction of Canada,

_____ (i.1) in Ontario, a pension fund that is regulated by either the Office of the Superintendent of Financial Institutions (Canada) or a pension commission or similar regulatory authority of a province or territory of Canada,

Jurisdiction(s) registered: _____ **Registration number(s):** _____

_____ (j) an individual who, either alone or with a spouse, beneficially owns financial assets having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds \$1,000,000, **[If this is your applicable category, you must also complete Form 45-106F9 attached as Exhibit B and if requested by the Company a separate Accredited Investor Questionnaire to verify your status as an accredited investor.**

_____ (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, **[If this is your applicable category, if requested you must also complete the Accredited Investor Questionnaire to verify your status as an accredited investor.**

_____ (k) an individual whose net income before taxes exceeded \$200,000 in each of the 2 most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the 2 most recent

calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year, **[If this is your applicable category, you must also complete Form 45-106F9 attached as Exhibit B to this Agreement and if requested by the Company a separate Accredited Investor Questionnaire to verify your status as an accredited investor]**

_____ (l) an individual who, either alone or with a spouse, has net assets of at least \$5,000,000, **[If this is your applicable category, you must also complete Form 45-106F9 attached as Exhibit B to this Agreement and if requested by the Company a separate Accredited Investor Questionnaire to verify your status as an accredited investor.**

_____ (m) a person, other than an individual or investment fund, that has net assets of at least \$5,000,000 as shown on its most recently prepared financial statements,

Type of entity: _____ **Jurisdiction and date of formation:** _____

_____ (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 sections 2.10 [Minimum amount investment], or 2.19 [Additional investment in investment funds], or

(iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 [Investment fund reinvestment],

_____ (o) an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Québec, the securities regulatory authority, has issued a receipt,

_____ (p) 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,

Jurisdiction(s) registered: _____ **Registration number(s):** _____

_____ (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,

Jurisdiction(s) registered or authorized: _____

Categories of registration: _____

_____ (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,

Registration number(s) assigned to subscriber: _____

Name of eligibility advisor or registered advisor: _____

Jurisdiction(s) registered: _____ **Categories of registration:** _____

_____ (s) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (d) paragraph (i) [and in Ontario, paragraphs (a.1) to (d.1) or paragraph (i.1)] in form and function,

Jurisdiction organized: _____ **Type of entity:** _____

_____ (t) a person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors [If this is your applicable category, each owner of interest must individually complete and submit to the Company its own copy of this Certificate of Accredited Investor],

Name(s) of owners of interest: _____

Type of entity (if applicable): _____

Categories 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,

Name of advisor: _____ Jurisdiction(s) registered: _____

Categories of registration: _____ Basis of exemption: _____

_____ (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,

_____ (v.1) in Ontario, a person or company that is recognized or designated by the Commission as an accredited investor,

Jurisdiction(s) recognized or designated: _____

_____ (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.

Name(s) of settlor: _____

Name(s) of trustees: _____

Categories of accredited investor: _____

Categories of beneficiaries: _____

-OR-

II. SUBSCRIBERS PURCHASING UNDER THE "FAMILY, FRIENDS AND BUSINESS ASSOCIATES" EXEMPTION OTHER THAN SASKATCHEWAN SUBSCRIBERS

(a) the Subscriber is (please initial or place a check-mark on the appropriate line below):

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

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

(iii) _____ a parent, grandparent, brother, sister, child or grandchild of the spouse of _____ (name of person) a director, executive officer or control

person of the Issuer, or of an affiliate of the Issuer;

(iv) _____ a close personal friend (see guidance on making this determination that starts on page 25 below) of _____ (print name of person), who is a director, executive officer, founder or control person of the Issuer, or of an affiliate of the Issuer, and has been for _____ years based on the following factors:

_____ (explain the nature of the close personal friendship);

(v) _____ a close business associate (see guidance on making this determination that starts on page 25 below) of _____ (print name of person), who is a director, executive officer, founder or control person of the Issuer, or of an affiliate of the Issuer, and has been for _____ years based on the following factors:

_____ (explain the nature of the close business association);

(vi) _____ a founder of the Issuer or a spouse, parent, grandparent, brother, sister, child, grandchild, close personal friend or close business associate (see guidance on making these determinations that starts on page 25 below) of _____ (print name of person), who is a founder of the Issuer, and, if a close personal friend or close business associate of such person, has been for _____ years based on the following factors:

_____ (explain the nature of the close personal friendship or business association);

(vii) _____ a parent, grandparent, brother, sister, child or grandchild of the spouse of _____ (name of person), a founder of the Issuer;

(viii) _____ a person or company of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, persons or companies described in subsections II(a)(i) to II(a)(vii) above; or

(ix) _____ a trust or estate of which all of the beneficiaries or a majority of the trustees or executors are persons or companies described in subsections II(a)(i) to II(a)(viii) above.

(b) in addition to satisfying the above criteria under (a), if the Subscriber is resident in Ontario:

(i) the Subscriber has provided the Issuer with a signed risk acknowledgment form (to be provided by the Issuer on request) in the form attached as Exhibit "C"

(ii) the Subscriber is not an investment fund (as defined in NI 45-106)

III. SASKATCHEWAN SUBSCRIBERS PURCHASING UNDER THE "FAMILY, FRIENDS AND BUSINESS ASSOCIATES - SASKATCHEWAN" EXEMPTION

- (a) the Subscriber is resident in the Province of Saskatchewan or is subject to the securities laws of the Province of Saskatchewan;
- (b) the Subscriber has provided the Issuer with a signed risk acknowledgment form (to be provided by the Issuer on request); and
- (c) the Subscriber is (please initial or place a check-mark on the appropriate line below):

(i) _____ a close personal friend (*see guidance on making this determination that starts on page 25 below*) (as described in subsection II(a)(iv) above) of _____ (name of person), who is a director, executive officer, founder or control person of the Issuer, or of an affiliate of the Issuer, and has been for _____ years based on the following factors:

_____ (*explain the nature of the close personal friendship*);

(ii) _____ a close business associate (*see guidance on making this determination that starts on page 25 below*) (as described in subsection II(a)(v) above) of _____ (name of person), who is a director, executive officer, founder or control person of the Issuer, or of an affiliate of the Issuer, and has been for _____ years based on the following factors

_____ (*explain the nature of the close business association*);

(iii) _____ a close personal friend (*see guidance on making this determination that starts on page 25 below*) (as described in subsection II(a)(iv) above) or close business associate d (*see guidance on making this determination that starts on page 25 below*) (as described in subsection II(a)(v) above) of _____ (name of person), a founder of the Issuer and, if a close personal friend or close business associate of such person, has been for _____ years based on the following factors:

_____ (*explain the nature of the close personal friendship or business association*);

(iv) _____ a person or company of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, persons or companies described in subsections II(a)(i) to II(a)(vii)

above, if the distribution is based in whole or in part on a close personal friendship (as described in subsection II(a)(iv) above) or a close business association (as described in subsection II(a)(v) above); or

- (v) _____ a trust or estate of which all of the beneficiaries or a majority of the trustees or executors are persons or companies described in subsections II(a)(i) to II(a)(vii) above, if the distribution is based in whole or in part on a close personal friendship (as described in subsection II(a)(iv) above) or a close business association (as described in subsection II(a)(v) above).

-OR-

IV. MINIMUM AMOUNT INVESTMENT

- (a) the Subscriber is not an individual as that term is defined in applicable Canadian securities laws,
- (b) the Subscriber is purchasing the Units as principal for its own account and not for the benefit of any other person,
- (c) the Units have an acquisition cost to the Subscriber of not less than \$150,000, payable in cash at the Closing, and
- (d) the Subscriber was not created and is not being used solely to purchase or hold securities in reliance on the prospectus exemption provided under Section 2.10 of NI 45-106, it pre-existed the Offering and has a bona fide purpose other than investment in the Units.

-OR-

V. SUBSCRIBERS PURCHASING UNDER THE EXISTING SECURITY HOLDER EXEMPTION

- (a) the Subscriber is purchasing the Units as principal for its own account and not for the benefit of any other person;
- (b) the Subscriber represents that, on or before April 2, 2018, the Subscriber acquired and continues to hold Shares;
- (c) (please initial or place a check-mark on the appropriate line below):
_____ the aggregate subscription cost of the Units purchased, when combined with the acquisition cost to the Subscriber for the purchase of any other security from the Issuer in the last 12 months under the prospectus exemption available to existing security holders of the Issuer, does not exceed \$15,000, or

_____ the Subscriber has obtained advice regarding the suitability of this investment and, if the Subscriber is resident in a jurisdiction of Canada, that advice has been obtained from a person that is registered as an investment dealer in that jurisdiction. The Subscriber obtained advice from _____
(name of person); and

- (d) the Subscriber is entitled to the rights and representations set out in Exhibit F.

Guidance on Terms Used in this Questionnaire

For the purposes of the Investor Questionnaire:

- (a) an issuer is "**affiliated**" with another issuer if
- (i) one of them is the subsidiary of the other, or
- (ii) each of them is controlled by the same person;

- (b) **"control person"** means
- (i) a person who holds a sufficient number of the voting rights attached to all outstanding voting securities of an issuer to affect materially the control of the issuer, or
 - (ii) each person in a combination of persons, acting in concert by virtue of an agreement, arrangement, commitment or understanding, which holds in total a sufficient number of the voting rights attached to all outstanding voting securities of an issuer to affect materially the control of the issuer,
- and, if a person or combination of persons holds more than 20% of the voting rights attached to all outstanding voting securities of an issuer, the person or combination of persons is deemed, in the absence of evidence to the contrary, to hold a sufficient number of the voting rights to affect materially the control of the issuer;
- (c) **"director"** means
- (i) a member of the board of directors of a company or an individual who performs similar functions for a company, and
 - (ii) with respect to a person that is not a company, an individual who performs functions similar to those of a director of a company;
- (d) **"eligibility adviser"** means
- (i) a person that is registered as an investment dealer and authorized to give advice with respect to the type of security being distributed; and
 - (ii) in Saskatchewan or Manitoba, also means a lawyer who is a practicing member in good standing with a law society of a jurisdiction of Canada or a public accountant who is a member in good standing of an institute or association of chartered accountants, certified general accountants or certified management accountants in a jurisdiction of Canada provided that the lawyer or public accountant must not:
 - (A) have a professional, business or personal relationship with the issuer, or any of its directors, executive officers, founders or control persons, and
 - (B) have acted for or been retained personally or otherwise as an employee, executive officer, director, associate or partner of a person that has acted for or been retained by the issuer or any of its directors, executive officers, founders or control persons within the previous 12 months;
- (e) **"executive officer"** means, for an issuer, an individual who is
- (i) a chair, vice-chair or president,
 - (ii) a vice-president in charge of a principal business unit, division or function including sales, finance or production, or
 - (iii) performing a policy-making function in respect of the issuer;
- (f) **"financial assets"** means
- (i) cash,
 - (ii) securities, or
 - (iii) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation;
- (g) **"foreign jurisdiction"** means a country other than Canada or a political subdivision of a country other than Canada;
- (h) **"founder"** means, in respect of an issuer, a person who,

- (i) acting alone, in conjunction, or in concert with one or more persons, directly or indirectly, takes the initiative in founding, organizing or substantially reorganizing the business of the issuer, and
- (ii) at the time of the distribution or trade is actively involved in the business of the issuer;
- (i) "**fully managed account**" means an account of a client for which a person makes the investment decisions if that person has full discretion to trade in securities for the account without requiring the client's express consent to a transaction;
- (j) "**individual**" means a natural person, but does not include
 - (i) a partnership, unincorporated association, unincorporated syndicate, unincorporated organization or trust, or
 - (ii) a natural person in the person's capacity as a trustee, executor, administrator or personal or other legal representative;
- (k) "**investment fund**" means a mutual fund or a non-redeemable investment fund, and, for great certainty in British Columbia, includes an employee venture capital corporation and a venture capital corporation as such terms are defined in National Instrument 81-106 *Investment Fund Continuous Disclosure*;
- (l) "**jurisdiction**" or "jurisdiction of Canada" means a province or territory of Canada except when used in the term foreign jurisdiction;
- (m) "**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;
- (n) "**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;
- (o) "**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; and
- (p) "**spouse**" means, an individual who,
 - (i) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada), from the other individual,
 - (ii) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or

- (iii) in Alberta, is an individual referred to in paragraph (i) or (ii), or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta).

Guidance On Accredited Investor Exemptions for Individuals

An individual accredited investor is an individual:

- (a) who, either alone or with a spouse, beneficially owns financial assets (please see the guidance below regarding what financial assets are) having an aggregate realizable value that, before taxes but net of any related liabilities (please see the guidance below regarding what related liabilities are), exceeds \$1,000,000;
- (b) whose net income before taxes exceeded \$200,000 in each of the 2 most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the 2 most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year;
- (c) who, either alone or with a spouse, has net assets (please see the guidance below regarding calculating net assets) of at least \$5,000,000; and
- (d) who beneficially owns financial assets (please see the guidance below regarding what financial assets are) having an aggregate realizable value that, before taxes but net of any related liabilities (please see the guidance below regarding what related liabilities are), exceeds \$5,000,000.

The monetary thresholds above are intended to create bright-line standards. Subscribers who do not satisfy these monetary thresholds **do not** qualify as accredited investors.

Spouses

Sections (a), (b) and (c) above are designed to treat spouses as a single investing unit, so that either spouse qualifies as an accredited investor if the combined financial assets of both spouses exceed \$1,000,000, the combined net income of both spouses exceeds \$300,000, or the combined net assets of both spouses exceed \$5,000,000. Section (d) above does not treat spouses as a single investing unit.

If the combined net income of both spouses does not exceed \$300,000, but the net income of one of the spouses exceeds \$200,000, only the spouse whose net income exceeds \$200,000 qualifies as an accredited investor.

Financial Assets and Related Liabilities

For the purposes of Sections (a) and (d) above, "**financial assets**" means: (1) cash, (2) securities, or (3) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation. These financial assets are generally liquid or relatively easy to liquidate. The value of a subscriber's personal residence is not included in a calculation of financial assets.

The calculation of financial assets must exclude "**related liabilities**", meaning: (1) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or (2) liabilities that are secured by financial assets.

As a general matter, it should not be difficult to determine whether financial assets are beneficially owned by an individual, an individual's spouse, or both, in any particular instance. However, in the case where financial assets are held in a trust or in another type of investment vehicle for the benefit of an individual, there may be questions as to whether the individual beneficially owns the financial assets. The following factors are indicative of beneficial ownership of financial assets:

- physical or constructive possession of evidence of ownership of the financial asset;
- entitlement to receipt of any income generated by the financial asset;
- risk of loss of the value of the financial asset; and
- the ability to dispose of the financial asset or otherwise deal with it as the individual sees fit.

For example, securities held in a self-directed RRSP for the sole benefit of an individual are beneficially owned by that individual.

In general, financial assets in a spousal RRSP can be included for the purposes of the \$1,000,000 financial asset test in Section (a) above because Section (a) takes into account financial assets owned beneficially by a spouse. However, financial assets in a spousal RRSP cannot be included for purposes of the \$5,000,000 financial asset test in Section (d) above.

Financial assets held in a group RRSP under which the individual does not have the ability to acquire the financial assets and deal with them directly do not meet the beneficial ownership requirements in either Sections (a) or (d) above.

Net Assets

For the purposes of Section (c) above, "**net assets**" means all of a subscriber's total assets minus all of the subscriber's total liabilities. Accordingly, for the purposes of the net asset test, the calculation of total assets includes the value of a subscriber's personal residence, and the calculation of total liabilities includes the amount of any liability (such as a mortgage) in respect of the subscriber's personal residence.

To calculate a subscriber's net assets under the net asset test, subtract the subscriber's total liabilities from the subscriber's total assets. The value attributed to assets should reasonably reflect their estimated fair value. Income tax is considered a liability if the obligation to pay it is outstanding at the time of the distribution of the security to the subscriber by the Company.

Guidance On Accredited Investor Exemptions for Corporations, Trusts and Other Entities

Accredited investors that are corporations, trusts or other entities include:

- (a) a corporation, trust or other entity, other than an investment fund, that has net assets (please see the guidance below regarding calculating net assets) of at least \$5,000,000 as shown on its most recently prepared financial statements in accordance with applicable generally accepted accounting principles and that has not been created or used solely to purchase or hold securities as an accredited investor;
- (b) a corporation, trust or other entity 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; and
- (c) 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.

Net Assets

For the purposes of Section (a) above, "**net assets**" means all of the subscriber's total assets minus all of the subscriber's total liabilities. The minimum net asset threshold of \$5,000,000 specified in Section (a) above must be

shown on the entity's most recently prepared financial statements. The financial statements must be prepared in accordance with applicable generally accepted accounting principles.

Guidance on Close Personal Friend and Close Business Associate Determination

A "**close personal friend**" of a director, executive officer, founder or control person of an issuer is an individual who knows the director, executive officer, founder or control person well enough and has known them for a sufficient period of time to be in a position to assess their capabilities and trustworthiness and to obtain information from them with respect to the investment.

The following factors are relevant to this determination:

- (a) the length of time the individual has known the director, executive officer, founder or control person, (b) the nature of the relationship between the individual and the director, executive officer, founder or control person including such matters as the frequency of contacts between them and the level of trust and reliance in the other circumstances, and
- (c) the number of "close personal friends" of the director, executive officer, founder or control person to whom securities have been distributed in reliance on the private issuer exemption or the family, friends and business associates exemption.

An individual is not a close personal friend solely because the individual is:

- (a) a relative,
- (b) a member of the same club, organization, association or religious group,
- (c) a co-worker, colleague or associate at the same workplace,
- (d) a client, customer, former client or former customer,
- (e) a mere acquaintance, or
- (f) connected through some form of social media, such as Facebook, Twitter or LinkedIn.

The relationship between the individual and the director, executive officer, founder or control person must be direct. For example, the exemption is not available to a close personal friend of a close personal friend of a director of the issuer. Further, a relationship that is primarily founded on participation in an internet forum is not considered to be that of a close personal friend.

A "**close business associate**" is an individual who has had sufficient prior business dealings with a director, executive officer, founder or control person of the issuer to be in a position to assess their capabilities and trustworthiness and to obtain information from them with respect to the investment.

The following factors are relevant to this determination:

- (a) the length of time the individual has known the director, executive officer, founder or control person, (b) the nature of any specific business relationships between the individual and the director, executive officer, founder or control person, including, for each relationship, when it began, the frequency of contact between them and when it terminated if it is not ongoing, and the level of trust and reliance in the other circumstances,

- (c) the nature and number of any business dealings between the individual and the director, executive officer, founder or control person, the length of the period during which they occurred, and the nature and date of the most recent business dealing, and
- (d) the number of "close business associates" of the director, executive officer, founder or control person to whom securities have been distributed in reliance on the private issuer exemption or the family, friends and business associates exemption.

An individual is not a close business associate solely because the individual is:

- (a) a member of the same club, organization, association or religious group,
- (b) a co-worker, colleague or associate at the same workplace,
- (c) a client, customer, former client or former customer,
- (d) a mere acquaintance, or
- (e) connected through some form of social media, such as Facebook, Twitter or LinkedIn.

The relationship between the individual and the director, executive officer, founder or control person must be direct. For example, the exemptions are not available for a close business associate of a close business associate of a director of the issuer. Further, a relationship that is primarily founded on participation in an internet forum is not considered to be that of a close business associate.

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

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

The Subscriber undertakes to immediately notify the Issuer of any change in any statement or other information relating to the Subscriber set forth in the Agreement or in this Questionnaire which takes place prior to the Closing.

By completing this certificate, the Subscriber authorizes the indirect collection of this information by each applicable regulatory authority or regulator and acknowledges that such information is made available to the public under applicable legislation.

DATED as of _____ day of _____, 2018.

Print Name of Subscriber (or person signing as agent)

By: _____
Signature

Title

**EXHIBIT B
TO INVESTOR QUESTIONNAIRE**

Form 45-106F9

Risk Acknowledgement Form of Individual Accredited Investors

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

SECTION 1 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER	
1. About your investment	
Type of securities: Units of the Issuer at a price of \$0.08 per Unit. Each Unit will consist of one common share in the capital of the Issuer and one common share purchase warrant.	Issuer: CAMROVA RESOURCES INC. (the "Issuer")
Purchased from: The Issuer.	
SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER	
2. Risk acknowledgement	
This investment is risky. Initial that you understand that:	Your initials
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		
For investment in a non-investment fund Camrova Resources Inc. 55 York Street Suite 401 Toronto, ON M5J 1R7 Telephone: (647) 632-3444 Email: kris.misir@camrovaresources.com		
For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca.		

EXHIBIT C

Form 45-106F12

Risk Acknowledgement Form for Family, Friend and Business Associate Investors Resident in Ontario

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 ISSUER

1. About your investment

Type of securities: Units of the Issuer at a price of \$0.08 per Unit. Each Unit will consist of one common share in the capital of the Issuer and one common share purchase warrant.

Issuer: **CAMROVA RESOURCES INC.**

SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER

2. Risk acknowledgement

This investment is risky. Initial that you understand that:

Your initials

Risk of loss – You could lose your entire investment of \$_____.

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

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

3. Family, friend or business associate status

You must meet 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

<p>OR</p> <p>2. [check all applicable boxes]</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 _____, who holds the following position at the issuer or an affiliate of the issue: _____.</p> <p>You are the _____ of that person or that person's spouse.</p>	
<p>C) You are a close personal friend of _____, 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 _____, who holds the following position at the issuer or an affiliate of the issuer: _____.</p> <p>You have known that person for _____ years.</p>	
4. Your name and signature	
<p>By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form. You also confirm that you are eligible to make this investment because you are a family member, close personal friend or close business associate of that person identified in section 5 of this form.</p>	
First and last name (please print):	
Signature:	Date:
SECTION 5 TO BE COMPLETED BY PERSON WHO CLAIMS THE PERSONAL RELATIONSHIP, IF APPLICABLE	
5. Contact person at the issuer or an affiliate of the issuer	
<p>[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.]</p> <p>By signing this for, you confirm that you have, or your spouse has, the following relationship with the purchaser: [check the box that applies]</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>	

[] close business associate relationship as set out in section 3D of this form	
First and last name of contact person (please print):	
Position with the issuer or affiliate of the issuer (director, executive officer, control person or founder):	
Telephone:	Email:
Signature:	Date:
SECTION 6 TO BE COMPLETED BY THE ISSUER	
6. For more information about this investment	
55 York Street Suite 401 Toronto, ON M5J 1R7 Telephone: (647) 632-3444	
Email: kris.misir@camrovarresources.com	Date:

EXHIBIT D

FORM 45-106F5

Saskatchewan Risk Acknowledgment Form For Close Personal Friends And Close Business Associates

[This Exhibit must be completed by ALL SUBSCRIBERS resident in Saskatchewan relying on the Family, Friends and Business Associates Exemption]

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

I acknowledge that this is a risky investment:

- I am investing entirely at my own risk.
- No securities regulatory authority or regulator has evaluated or endorsed the merits of these securities.
- The person selling me these securities is not registered with a securities regulatory authority or regulator and has no duty to tell me whether this investment is suitable for me.
- I will not be able to sell these securities except in very limited circumstances. I may never be able to sell these securities.
- The securities are redeemable, but I may only be able to redeem them in limited circumstances.
- I could lose all the money I invest.
- I do not have a 2-day right to cancel my purchase of these securities or the statutory rights of action for misrepresentation I would have if I were purchasing the securities under a prospectus. I do have a 2-day right to cancel my purchase of these securities if I receive an amended offering document.

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

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

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

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

Date

Signature of Purchaser

Print name of Purchaser

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

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You are buying Exempt Market Securities

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

- the issuer does not have to give you a prospectus (a document that describes the investment in detail and gives you some legal protections), and

the securities do not have to be sold by an investment dealer registered with a securities regulatory authority or regulator.

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

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

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

You will not receive advice

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

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

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

EXHIBIT E

ACKNOWLEDGEMENT-PERSONAL INFORMATION

1. 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:
 - (a) to conduct background checks;
 - (b) to verify the Personal Information that has been provided about each individual;
 - (c) 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;
 - (d) to consider the eligibility of the Issuer or Applicant to list on the Exchange;
 - (e) 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;
 - (f) to conduct enforcement proceedings; and
 - (g) 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 service 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.

2. The Commissions may indirectly collect the Personal Information under the authority granted to them by securities legislation. The Personal Information is being collected for the purposes of the administration and enforcement of the securities legislation of the jurisdiction of each such Commission.

For questions about the collection of Personal Information by the Ontario Securities Commission, please contact the Administrative Assistant to the Director of Corporate Finance, 20 Queen Street West, 20th Floor, Toronto, ON M5H 3S8, phone: (416) 593-8314.

EXHIBIT F
RIGHTS OF PURCHASERS UNDER
EXISTING SECURITYHOLDER EXEMPTION

The following rights and representations are applicable only to investors purchasing under the existing security holder exemption.

In connection with the purchase of the Units by the Subscriber, the Issuer hereby grants the Subscriber a contractual right of action against the Issuer for rescission or damages that:

- (a) is available to the Subscriber if a "document" or "core document", each as defined in section 140.1 of the British Columbia *Securities Act*, contains a misrepresentation which was not corrected before the Subscriber acquired the Shares, without regard to whether the Subscriber relied on the misrepresentation;
- (b) is 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 agreement to purchase the Units, or
 - (ii) in the case of an action for damages, before the earlier of:
 - A. 180 days after the purchaser first has knowledge of the facts giving rise to the cause of action, or
 - B. 3 years after the date the purchaser signs the agreement to purchase the Units;
- (c) is subject to the defence that the Subscriber had knowledge of the misrepresentation;
- (d) in the case of an action for damages, provides that the amount recoverable:
 - (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 Issuer 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.

The Issuer represents and warrants to the Purchaser that:

- (a) the Issuer's "documents" and "core documents", each as defined in section 140.1 of the British Columbia *Securities Act*, do not contain a misrepresentation; and
- (b) there is no material fact or material change related to the issuer which has not been generally disclosed.

EXHIBIT G

Wiring Instructions

WIRE INSTRUCTIONS FOR INCOMING TRANSFER FROM A CANADIAN BANK

Bank Branch: Bank of Nova Scotia
Address: 44 King Street West, Toronto, Ontario, Canada M5H 1H1
Telephone No. (604) 685-2323
Institution No. 002
Branch No. 80002
Account No. 03020 13772 13
SWIFT Code: NOSCCATT
Beneficiary: CAMROVA RESOURCES INC.
Beneficiary's Address: #600 - 890 WEST PENDER ST VANCOUVER BC V6C 1J9

EXHIBIT H



**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, acknowledged and agreed, at _____ on _____, 2018.

(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