

**NRG METALS INC.  
(THE “ISSUER”)**

**UNIT SUBSCRIPTION AGREEMENT**

**RE: Purchase of Units of the Issuer (each consisting of one Share and one transferable Warrant) of the Issuer at CAD\$0.10 Per Unit.**

**INSTRUCTIONS**

**THIS DOCUMENT CONTAINS A NUMBER OF FORMS REQUIRED BY SECURITIES LEGISLATION AND POLICY, SOME OF WHICH YOU MUST COMPLETE AND OTHERS NOT DEPENDING ON SEVERAL FACTORS. PLEASE READ THE FOLLOWING GUIDE CAREFULLY AS IT WILL ASSIST YOU IN COMPLETING THIS SUBSCRIPTION AGREEMENT CORRECTLY.**

**STEP 1      All Subscribers – must complete pages 1 and 2 in its entirety.**

**STEP 2      Corporate Subscribers - All Subscribers who are not individuals must complete Schedule A “Corporate Placee Registration Form” for filing with the TSX Venture Exchange, unless this form is already on file with the TSX Venture Exchange and there is no change in the information already filed.**

Please email completed pages of your subscription agreement to Lindsay Hamelin at [lindsay@takeitpublicservices.com](mailto:lindsay@takeitpublicservices.com). Originals are not required. Subscription funds may be paid by certified cheque or bank draft payable to “NRG Metals Inc.” and delivered to the Issuer’s registered office at Suite 804, 750 West Pender Street, Vancouver, BC V6C 2T7, Attention: Lindsay Hamelin, or sent by wire transfer as detailed below. All monetary amounts herein are in Canadian dollars.

**WIRE TRANSFER INSTRUCTIONS:**

Beneficiary Name:	NRG Metals Inc.
Beneficiary Address:	804-750 West Pender Street, Vancouver, BC V6C 2T7
Beneficiary Bank:	Bank of Montreal 595 Burrard Street, Vancouver BC V7X 1L7
Beneficiary Account #:	1846-301
Financial Institution #:	001
Branch Transit #:	00040
SWIFT Code:	BOFMCAM2
<b>Intermediary Bank:</b>	Wells Fargo Bank (FKA Wachovia)
Fedwire ABA	026005092
Swift Code:	PNBPUS3NNYC
Chips UID:	143906

## UNIT SUBSCRIPTION

**TO: NRG METALS INC. (THE "ISSUER")**

The undersigned (hereinafter referred to as the "**Subscriber**") hereby irrevocably subscribes for and agrees to purchase the number of units (the "**Units**") of the Issuer for the aggregate subscription price set forth below, representing a subscription price of CAD\$0.10 per Unit (such subscription and offer to purchase being the "**Subscription**"), upon and subject to the terms and conditions attached hereto. Each Unit is comprised of one common share (a "**Share**") in the capital of the Issuer and one transferable common share purchase warrant (a "**Warrant**"), with each Warrant entitling the holder to purchase one additional common share (a "**Warrant Share**") at an exercise price of CAD\$0.20 per Warrant Share until 4:00 p.m. (Pacific time) on the date that is three years from the date the Warrant was issued.

**Latam Resources Pty Limited**

Name of Subscriber (please print)

By: /s/ Yi Hua Dai

Authorized Signature (sign here)

Director

Official Capacity or Title (please print)

Yi Hua Dai

(Please print name of individual whose signature appears above if different than the name of the subscriber printed above.)

Tower 3-1101 Yintai Center, 1199 North Tianfu Ave, Hi-Tech Zone, Chengdu, Sichuan, China 610041

Subscriber's Address, including postal code

[Telephone Number redacted]

Telephone Number

[Email Address redacted]

Email Address

**Number of Units: 16,000,000**

**Total Subscription Amount: CAD\$1,600,000**

**If the Subscriber is signing as agent for a principal and is not a trust company or a portfolio manager, in either case, purchasing as trustee or agent for accounts fully managed by it, complete the following:**

Name of Principal

Principal's Address

**Register the Common Shares, Warrants and Warrant Shares as set forth below:**

Latham Resources Pty Ltd

Name and Address (as it should appear on certificates)

Tower 3-1101 Yintai Center, 1199 North Tianfu Ave, Hi-Tech Zone, Chengdu, Sichuan, China 610041

Account reference, if applicable

**Deliver the certificates for the Common Shares, Warrants and Warrant Shares as set forth below:**

Chengdu Chemphys Chemical Industry Co Ltd.

Name

Account reference, if applicable

Alison Dai

Contact Name

Tower 3-1101 Yintai Center, 1199 North Tianfu Ave, Hi-Tech Zone, Chengdu, Sichuan, China 610041

Address, including postal code

[Telephone Number redacted]

Telephone Number

[Email Address redacted]

Email Address

Number of Shares of the Issuer currently held by the Subscriber:

0

Dated this 14th day of November, 2017.  
(Please date this the day you sign this agreement)

## INFORMATION REGARDING THE SUBSCRIBER

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

1. **Security Holdings.** Prior to giving effect to the securities being subscribed for under this Subscription Agreement, the Subscriber and all persons acting jointly and in concert with the Subscriber currently own, directly or indirectly, or exercise control or direction over (provide additional detail as applicable):
  - \_\_\_\_\_ Shares and/or the following other kinds of shares and convertible securities (including but not limited to convertible debt, warrants and options) entitling the Subscriber to acquire additional Shares or other kinds of shares of the Issuer:  
\_\_\_\_\_  
\_\_\_\_\_
  - No Shares or securities convertible into Shares.
  
2. **Insider Status.** The Subscriber either:
  - Is an "Insider" of the Issuer as defined in the Policies of the TSX-V by virtue of being:
    - (a) a director or senior officer of the Issuer;
    - (b) a director or senior officer of a company that is an Insider or subsidiary of the Issuer;
    - (c) a person that beneficially owns or controls, directly or indirectly, voting shares of the Issuer carrying more than 10% of the voting rights attached to all the Issuer's outstanding voting shares; or
    - (d) the Issuer itself if it holds any of its own securities.
  - Is not an Insider of the Issuer.
  
3. **Pro Group Status.** The Subscriber either:
  - Is a Member of the "Pro Group", which is defined in the Rules of the TSX-V as either individually or as a group:
    1. the member (i.e. a member of the TSX-V under the TSX-V requirements);
    2. employees of the member;
    3. partners, officers and directors of the member;
    4. affiliates of the member;
    5. such other persons as the TSX-V may determine; and
    6. associates of any parties referred to in paragraphs 1 through 5 above.
  - Is not a member of the Pro Group.
  
4. **Corporate Placee Registration Form.** If the Subscriber is not an individual, the Subscriber acknowledges that:
  - a Corporate Placee Registration Form is already on file with the TSX Venture Exchange and there is no change in the information already filed;
  - the Subscriber will complete Schedule A – "Corporate Placee Registration Form" for filing with the TSX Venture Exchange.
  
5. **Registrant status.** The Subscriber either:
  - is a person registered or required to be registered under the *Securities Act* (British Columbia);
  - is not a person registered or required to be registered under the *Securities Act* (British Columbia).

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

**DATED** as of the 15th day of November, 2017.  
**NRG METALS INC.**

Per: /s/ Adrian Hobkirk  
Authorized Signatory

## TERMS AND CONDITIONS

The terms and conditions of the Offering are as follows:

### 1. Definitions

- 1.1 (a) “**Applicable Securities Laws**” means the securities legislation having application and the rules, policies, notices and orders issued by applicable securities regulatory authorities, including the TSX-V, having application over this Offering and the Issuer in the Qualifying Jurisdictions;
- (b) “**Bonus Shares**” means those Common Shares which are issued by the Issuer from time to time to key persons;
- (c) “**Closing**” means a completion of an issue and sale by the Issuer and the purchase by the Subscriber of the Units pursuant to this Subscription Agreement on the First Tranche Closing Date or the Second Tranche Closing Date, as the case may be. Closing will occur in two tranches;
- (d) “**Exemptions**” means the exemptions from the registration and prospectus or equivalent requirements under Applicable Securities Laws;
- (e) “**First Tranche Closing Date**” means a day as soon as possible following TSX-V acceptance of the subscription for the First Tranche Units as the Issuer may determine within the requirements of the TSX-V. On the First Tranche Closing Date, the Shares and Warrants comprising the First Tranche Units will be issued and delivered to the Subscriber;
- (f) “**First Tranche Units**” means an aggregate of 9,800,000 Units;
- (g) “**Fully Diluted Basis**” means the number of Common Shares that would be issued and outstanding if, in addition to all Common Shares issued and outstanding at the time the calculation is made: (i) all outstanding options and warrants, whether conditional or not, to acquire shares were, at the time the calculation is being made, exercised and the shares issued pursuant thereto; (ii) all outstanding notes, debentures or other instruments of any nature or kind whatsoever of the Issuer which are convertible at any time into shares were, at the time the calculation is being made, fully converted into shares at the most favourable conversion rate to the holder thereof as is stipulated therein; (iii) all obligations and covenants, whether conditional or not, to subscribe to shares and/or to any units, options, warrants, shares, notes, debentures or other instruments of any nature or kind of the Issuer which are convertible at any time into, or give right to, shares, had been performed and the shares had been issued pursuant thereto and pursuant to said units, options, warrants, shares, notes, debentures or other instruments being converted at the most favourable conversion rate to the holder thereof as is stipulated therein; and (iv) all such shares then issued were converted on the most favourable terms to Common Shares;
- (h) “**International Jurisdiction**” means a country other than Canada or the United States, to the extent the Subscriber is resident in that country;
- (i) “**Issuer’s knowledge**” means the actual knowledge of the Issuer, and the knowledge that the Issuer would have reasonably obtained after making due and appropriate inquiry with respect to the particular matter in question;
- (j) “**Lien**” means, with respect to any asset, any mortgage, lien, pledge, charge, security interest, claim or other encumbrance of any kind in respect of such asset;
- (k) “**material**” means material in relation to the Issuer and any subsidiary considered on a consolidated basis;
- (l) “**material change**” means any change in the business, operations, assets, liabilities, ownership or capital of the Issuer and any subsidiary considered on a consolidated basis that would reasonably be expected to have a significant effect on the market price or value of the Issuer’s securities;

- (m) “**NI 45-106**” means National Instrument 45-106 – *Prospectus and Registration Exemptions* in the form adopted by the securities commissions in all provinces and territories of Canada (a copy is available online at [www.bccsc.bc.ca](http://www.bccsc.bc.ca));
- (n) “**Offering**” means the sale by the Issuer of the Units on the terms set forth in this Subscription Agreement.
- (o) “**person**” means and includes any individual, corporation, partnership, firm, joint venture, syndicate, association, trust, government, governmental agency or board or commission or authority, and any other form of entity or organization;
- (p) “**Public Record**” means information which has been publicly filed at [www.sedar.com](http://www.sedar.com) by the Issuer under Applicable Securities Laws;
- (q) “**Qualifying Jurisdictions**” means British Columbia and jurisdictions outside of Canada and the United States to the extent that the Subscriber is resident in one of those jurisdictions;
- (r) “**Regulation D**” means Regulation D under the U.S. Securities Act;
- (s) “**Regulation S**” means Regulation S under the U.S. Securities Act;
- (t) “**Schedules**” means the schedules attached hereto and forming part hereof, being:
- (i) Schedule A - Corporate Placee Registration Form; and
  - (ii) Schedule B - Warrant Exercise Agreement;
  - (iii) Schedule C - Argentine Matters
- (u) “**Second Tranche Closing Date**” means a day as soon as possible following TSX-V acceptance of the subscription for the Second Tranche Units as the Issuer may determine within the requirements of the TSX-V. On the Second Tranche Closing Date, the Shares and Warrants comprising the Second Tranche Units will be issued and delivered to the Subscriber;
- (v) “**Second Tranche Units**” means an aggregate of 6,200,000 Units;
- (w) “**Securities**” means, collectively, the Shares, Warrants and Warrant Shares;
- (x) “**Share**” means a common share without par value in the capital of the Issuer;
- (y) “**Subscribed Units**” means the number of subscribed for Units set forth on the face page hereof which, for the avoidance of doubt, comprises the First Tranche Units and the Second Tranche Units;
- (z) “**Subscriber**” means the person or persons named as a Subscriber on page 1 of this Subscription Agreement and if more than one person is so named, means all of them jointly and severally;
- (aa) “**Subscription Agreement**” or “**Agreement**” means this subscription agreement between the Subscriber and the Issuer, including all Schedules incorporated by reference, as it may be amended or supplemented from time to time;
- (a) “**Subsidiary**” or “**Subsidiaries**” means collectively, NRG Metals Argentina S.A. and 1140177 B.C. Ltd., or either NRG Metals Argentina S.A. or 1140177 B.C. Ltd., as applicable;
- (b) “**TSX-V**” means the TSX Venture Exchange;
- (c) “**Unit**” means one Share and one Warrant sold together hereunder;

(d) “**U.S. Person**” means a U.S. Person as defined in Regulation S (the definition of which includes, but is not limited to, (i) any natural person resident in the United States, (ii) any partnership or corporation organized or incorporated under the laws of the United States, (iii) any partnership or corporation organized outside of the United States by a U.S. Person principally for the purpose of investing in securities not registered under the U.S. Securities Act, unless it is organized, or incorporated, and owned, by accredited investors who are not natural persons, estates or trusts, and (iv) any estate or trust of which any executor or administrator or trustee is a U.S. Person;

(e) “**U.S. Purchaser**” is (a) any “U.S. Person” as defined in Regulation S, (b) any person purchasing the Units on behalf of any “U.S. Person” or any person in the United States, (c) any person who receives or received an offer of the Units while in the United States, or (d) any person who is or was in the United States at the time the Subscriber’s buy order was made or this Agreement was executed or delivered;

(f) “**U.S. Securities Act**” means the *Securities Act of 1933*, as amended, of the United States;

(g) “**United States**” means the United States of America, its territories, any State of the United States and the District of Columbia;

(h) “**Warrant**” means a common share purchase warrant, to be issued by the Issuer as part of each Unit, incorporating the terms described in Section 3; and

(i) “**Warrant Share**” means a Share to be issued upon exercise of a Warrant.

1.2 Words and phrases which are used in this Subscription Agreement and all Schedules thereto and which are defined in NI 45-106 will have the meaning ascribed thereto in NI 45-106, unless otherwise specifically defined in Section 1.1 of this Subscription Agreement.

## 2. Prospectus Exempt Subscription Commitment

2.1 The Subscriber (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting) hereby irrevocably subscribes for and agrees to purchase from the Issuer, subject to the terms and conditions set forth herein, that number of Units set out above the Subscriber’s name on page 1 of this Subscription Agreement at the price of CAD\$0.10 per Unit. Subject to the terms hereof, this Subscription Agreement will be deemed to have been made and be effective only upon its acceptance by the Issuer.

2.2 Upon the Issuer’s acceptance of this subscription, this Subscription Agreement will constitute an agreement for the purchase by the Subscriber from the Issuer, and for the Issuer to issue and sell to the Subscriber, the number of Units set out on page 1 hereof and on the terms and conditions set out herein.

## 3. Description of Securities – Shares and Warrants

3.1 The Subscriber acknowledges (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting) that there is no minimum number of Units that must be subscribed for under the Offering for the Offering to close and therefore the subscription amount tendered herewith may be releasable to the Issuer on the First Tranche Closing Date or the Second Tranche Closing Date, as the case may be, notwithstanding the number of Units issued pursuant to the Offering.

3.2 Each Warrant will entitle the Subscriber to purchase one Warrant Share at a price of CAD\$0.20 for a period of three years following the date such Warrant was issued.

3.3 The Warrants will be governed by the terms and conditions set out in the certificate representing the Warrants (the “**Warrant Certificates**”) delivered to the Subscriber at Closing. The Warrant Certificate will contain, among other things, provision for the appropriate adjustment in a class, number and exercise price of the Warrant Shares upon the occurrence of certain events, including any subdivision, consolidation or re-classification of the Shares or payments of stock dividends or upon the merger, re-organization, acquisition or other similar events of the Issuer.

#### 4. Closing

4.1 Prior to Closing, the Subscriber will deliver, or cause to be delivered, to the offices of the Issuer aggregate subscription funds and subscription documents completed in accordance with the instructions on the face page of this Agreement, or arrange for electronic transfer of certified funds. Alternatively, the Subscriber will deliver certified funds to the Issuer against concurrent delivery by the Issuer of direct registration system (“DRS”) statements and certificates representing the Shares and Warrants, as applicable. On request by the Issuer, the Subscriber agrees to complete and deliver any other documents, questionnaires, notices and undertakings as may possibly be required by regulatory authorities, stock exchanges and Applicable Securities Laws to complete the transactions contemplated by this Agreement. Closing will occur on the First Tranche Closing Date and the Second Tranche Closing Date at which time DRS statements and certificates representing the Shares and Warrants will be available against payment of funds for delivery to the Subscriber as the Subscriber will instruct.

4.2 Closing is subject to certain conditions including TSX-V approval being obtained.

4.3 It is a condition of Closing of the Subscription for the First Tranche Units that:

- (a) the Subscriber and the Issuer shall have entered into an ancillary rights agreement on terms satisfactory to both Parties providing for certain rights of the Subscriber or its affiliates in respect of the ongoing governance of the Issuer and the use of the proceeds of the Offering;
- (b) the Subscriber shall have entered into a warrant exercise agreement with the Issuer in the form attached to this Subscription Agreement as Schedule B, if required by the TSXV; and
- (c) each individual who owns or controls, beneficially or as nominee, directly or indirectly, the voting rights attached to the outstanding voting securities of the Subscriber, shall have completed and filed with the TSX-V a Form 2A Personal Information Form.

4.4 It is a condition of Closing of the Subscription for the Second Tranche Units that:

- (a) The TSX-V shall have advised the Issuer that the Personal Information Form(s) referred to in Section 4.3(c) are acceptable to it;
- (b) Either:
  - (i) the disinterested shareholders of the Issuer (being shareholders other than the Subscriber and its affiliates) shall have approved the issuance to the Subscriber of the Warrant Shares where to do so would result in the Subscriber holding more than 20% of the issued and outstanding Shares (calculated on a non-diluted basis), or
  - (ii) the Subscriber shall have entered into a warrant exercise agreement with the Issuer substantially in the form attached to this Subscription Agreement as Schedule B, which agreement shall restrict the exercise of any Warrants by the Subscriber if to do so would result in the Subscriber owing or controlling 20% or more of the then issued and outstanding Shares (calculated on a non-diluted basis);

all as required by the TSX-V; and
- (c) the Parties shall terminate the warrant exercise agreement referred to in Section 4.3(b).

The Issuer shall seek the shareholder approval referred to in Section 4.4(b)(i) at its next meeting of shareholders and the Board of Directors of the Issuer shall unanimously recommend that shareholders vote in favour of such approval; and

#### 5. Privacy Legislation

5.1 The Subscriber acknowledges and consents to the fact that the Issuer is collecting the Subscriber’s (and any beneficial purchaser for which the Subscriber is contracting hereunder) personal information (as that term

is defined under applicable privacy legislation, including, without limitation, the *Personal Information Protection and Electronic Documents Act* (Canada) and any other applicable similar replacement or supplemental provincial or federal legislation or laws in effect from time to time) for the purpose of completing the Subscriber's subscription. The Subscriber acknowledges and consents to the Issuer retaining the personal information for so long as permitted or required by applicable law or business practices. The Subscriber further acknowledges and consents to the fact that the Issuer may be required by Applicable Securities Laws, stock exchange rules and/or Investment Industry Regulatory Organization of Canada rules to provide regulatory authorities any personal information provided by the Subscriber respecting itself (and any beneficial purchaser for which the Subscriber is contracting hereunder). The Subscriber represents and warrants that it has the authority to provide the consents and acknowledgements set out in this paragraph on behalf of all beneficial purchasers for which the Subscriber is contracting. In addition to the foregoing, the Subscriber agrees and acknowledges that the Issuer may use and disclose the Subscriber's personal information, or that of each beneficial purchaser for whom the Subscriber are contracting hereunder, as follows:

- (a) stock exchanges or securities regulatory authorities;
- (b) the Issuer's registrar and transfer agent;
- (c) any of the other parties involved in the Offering, including legal counsel, and may be included in record books in connection with the Offering;
- (d) disclosure to a governmental or other authority (including the TSX-V) to which the disclosure is required by court order or subpoena compelling such disclosure and where there is no reasonable alternative to such disclosure;
- (e) disclosure to any person where such disclosure is necessary for legitimate business reasons and is made with the Subscriber's prior written consent; and
- (f) for use and disclosure as otherwise required by law.

The Subscriber further acknowledges and agrees that the TSX-V collects personal information in forms submitted by the Issuer, which will include personal information regarding the Subscriber. The Subscriber agrees that the TSX-V may use this information in the manner provided for in Appendix 6A to the TSX-V Corporate Finance Policy Manual or in Appendix 1 to the NEX policy, copies of which may be viewed at the TSX-V website, [www.tsx.com](http://www.tsx.com) and is incorporated herein by reference.

## **6. Subscriber's Acknowledgements – Regarding Risk, Restrictions, Independent Advice and Advancement of Subscription Proceeds to the Issuer**

6.1 The Subscriber represents and warrants and acknowledges and agrees with (on its own behalf and, if applicable, on behalf of each beneficial purchaser for whom the Subscriber is contracting hereunder) the Issuer that:

- (a) no prospectus has been filed by the Issuer with any securities commission or similar authority, in connection with the issuance of the Securities, and the issuance and the sale of the Securities is subject to such sale being exempt from the prospectus/registration requirements under Applicable Securities Laws and accordingly:
  - (i) the Subscriber is restricted from using certain of the civil remedies available under such legislation;
  - (ii) the Subscriber may not receive information that might otherwise be required to be provided to it under such legislation; and
  - (iii) the Issuer is relieved from certain obligations that would otherwise apply under such legislation;
- (b) the Subscriber (or others for whom the Subscriber is contracting hereunder) has been advised to consult its own legal advisors with respect to the merits and risks of an investment in the Securities and

with respect to applicable resale restrictions and it (or others for whom it is contracting hereunder) is solely responsible (and the Issuer is in no way responsible) for compliance with applicable resale restrictions;

- (c) to the knowledge of the Subscriber, the sale of the Securities was not accompanied by any advertisement;
- (d) the offer made by this Subscription Agreement is irrevocable (subject to the right of the Issuer to terminate this Subscription Agreement) and requires acceptance by the Issuer;
- (e) this Subscription Agreement is not enforceable by the Subscriber unless it has been accepted by the Issuer;
- (f) the Securities are speculative investments which involve a substantial degree of risk and the Subscriber may lose its entire investment in the Securities;
- (g) the Subscriber is sophisticated in financial investments, has had access to and has received all such information concerning the Issuer that the Subscriber has considered necessary in connection with the Subscriber's investment decision and the Subscriber will not receive an offering memorandum or similar disclosure document;
- (h) the subscription proceeds will be available to the Issuer on Closing and this subscription is not conditional on any other subscription completing;
- (i) no agency, governmental authority, regulatory body, stock exchange or other entity has made any finding or determination as to the merit for investment of, nor have any such agencies or governmental authorities made any recommendation or endorsement with respect to, the Securities;
- (j) the Subscriber acknowledges that the Issuer may complete additional financings in the future which may have a dilutive effect on existing shareholders at such time, including the Subscriber; and
- (k) the Issuer will rely on the representations and warranties made herein or otherwise provided by the Subscriber to the Issuer in completing the sale and issue of the Units to the Subscriber.

6.2 The Subscriber hereby acknowledges and agrees that the portion of the subscription proceeds attributable to the First Tranche Units, together with the subscription documents relevant to closing on the First Tranche Units, completed in the manner described herein, subject to any statutory rights of the Subscriber, will be provided to the Issuer on or prior to the First Tranche Closing Date and that the portion of the subscription proceeds attributable to the Second Tranche Units, together with the subscription documents relevant to closing on the Second Tranche Units, completed in the manner described herein, subject to any statutory rights of the Subscriber, will be provided to the Issuer on or prior to the Second Tranche Closing Date.

## 7. **Subscriber's Exemption Status**

7.1 The Subscriber, by its execution of this Subscription Agreement, hereby further represents, warrants to, and covenants with, the Issuer (which representations, warranties and covenants will survive the Closing of the Offering) that the Subscriber is purchasing the Units as principal for its own account, it is purchasing such Units not for the benefit of any other person, and not with a view to the resale or distribution of the Units and the following Exemptions applies to the Subscriber:

- (a) *Minimum Amount Exemption*

**You are not an individual** and the aggregate acquisition cost of purchasing the Units will not be less than CAD\$150,000 paid in cash at the time of purchase, and the Subscriber has not been created or used solely to purchase or hold the Units in reliance on this Exemption.

## 7.2 **Subscriber Outside of Canada**

The Subscriber certifies that it is not resident in British Columbia and further acknowledges and certifies that:

- (a) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Units or the Securities;
- (b) there is no government or other insurance covering the Units or the Securities;
- (c) there are risks associated with the purchase of the Units;
- (d) there are restrictions on the Subscriber's ability to resell the Securities and it is the responsibility of the Subscriber to determine what those restrictions are and to comply with them before selling the Securities;
- (e) 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 the Securities under Applicable Securities Laws and, as a consequence of acquiring securities pursuant to this exemption, certain protections, rights and remedies provided by Applicable Securities Laws, including statutory rights of rescission or damages, will not be available to the Subscriber;
- (f) the Subscriber is knowledgeable of securities legislation of its International Jurisdiction having application or jurisdiction over the Subscriber and the Offering which would apply to this Subscription Agreement;
- (g) no laws in the International Jurisdiction require the Issuer to make any filings or seek any approvals of any kind whatsoever from any regulatory authority of any kind whatsoever in the International Jurisdiction; and
- (h) the Units are being acquired for investment only and not with a view to resale and distribution within the International Jurisdiction.

## 7.3

**Other General Representations Applicable to All Subscribers**

- (a) the Subscriber (and, if applicable, any beneficial purchaser for whom it is acting) is resident in the jurisdiction set out under the heading "Name and Address of Subscriber" on page 1 of this Subscription Agreement;
- (b) the Subscriber has the legal capacity and competence to enter into and execute this Subscription Agreement and to take all actions required pursuant hereto and 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 of this Subscription Agreement on behalf of the Subscriber;
- (c) the entering into of this Subscription 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 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;
- (d) the Subscriber has duly and validly authorized, executed and delivered this Subscription Agreement and understands it is intended to constitute a valid and binding agreement of the Subscriber enforceable against the Subscriber;
- (e) in connection with the Subscriber's investment in the Units, the Subscriber has not relied upon the Issuer for investment, legal or tax advice, and has, in all cases sought the advice of the Subscriber's own personal investment advisor, legal counsel and tax advisers or has waived its rights thereto;
- (f) no person has made to the Subscriber any written or oral representations:
  - (i) that any person will resell or repurchase the Units;
  - (ii) that any person will refund the purchase price for the Units;

- (iii) as to the future price or value of the Units; or
- (iv) that the Units will be listed and posted for trading on a stock exchange or that application has been made to list and post the Units for trading on a stock exchange, other than the TSX-V;

**Not a person in the United States or a U.S. Person**

- (g) The Subscriber represents and warrants that:
  - (i) the Securities are not being acquired, directly or indirectly, for the account or benefit of a U.S. Person or a person in the United States and the Subscriber does not have any agreement or understanding (either written or oral) with any U.S. Person or a person in the United States respecting:
    - (A) the transfer or assignment of any rights or interests in any of the Securities;
    - (B) the division of profits, losses, fees, commissions, or any financial stake in connection with this Subscription Agreement; or
    - (C) the voting of the Securities; and
  - (ii) the Subscriber has no intention to distribute either directly or indirectly any of the Securities in the United States or to U.S. Persons;
  - (iii) the Subscriber represents that the current structure of this transaction and all transactions and activities contemplated hereunder is not a scheme to avoid the registration requirements of the U.S. Securities Act;
  - (iv) the Subscriber is not a “U.S. Person” and is not purchasing the Securities for the account or benefit of any U.S. Person or a person in the United States or for offering, resale or delivery for the account or benefit of any U.S. Person or a person in the United States;
  - (v) the Subscriber was outside the United States at the time of execution and delivery of this Subscription Agreement;
  - (vi) no offers to sell the Securities were made by any person to the Subscriber while the Subscriber was in the United States;
  - (vii) the Subscriber acknowledges that the Securities have not been registered under the U.S. Securities Act, and may not be offered or sold in the United States or to a U.S. Person unless an exemption from such registration requirements is available. The Subscriber understands that the Issuer has no obligation or present intention of filing a registration statement under the U.S. Securities Act in respect of the Securities;
  - (viii) unless otherwise permitted by applicable securities laws, the Subscriber will not engage in any directed selling efforts (as defined by Regulation S under the U.S. Securities Act) in the United States in respect of the Securities, which would include any activities undertaken for the purpose of, or that could reasonably be expected to have the effect of conditioning the market in the United States for the resale of the Securities; and
  - (ix) the Subscriber acknowledges that any person who exercises a Warrant will be required to provide to the Issuer either:
    - (A) written certification that it is not a U.S. Person and that such Warrant is not being exercised within the United States or on behalf of, or for the account or benefit of, a U.S. Person; or

(B) a written opinion of counsel or other evidence satisfactory to the Issuer, acting reasonably, to the effect that the Warrant Shares have been registered under the U.S. Securities Act and applicable state securities laws or are exempt from registration thereunder;

#### **Compliance with Resale Laws**

(h) the Subscriber will comply with Applicable Securities Laws and, if applicable, Rule 904 of Regulation S concerning the resale of the Securities and all related restrictions (and the Issuer is not in any way responsible for such compliance) and will speak and consult with its own legal advisors with respect to such compliance;

#### **Own Expense**

(i) the Subscriber acknowledges and agrees that all costs and expenses incurred by the Subscriber (including any fees and disbursements of any special counsel or other advisors retained by the Subscriber) relating to the purchase of the Units will be borne by the Subscriber;

#### **Indemnity**

(j) The foregoing acknowledgements are made by the Subscriber with the intent that they be relied upon by the Issuer in determining its suitability as a purchaser of the Units, and the Subscriber hereby agrees to indemnify the Issuer against all losses, claims, costs, expenses and damages or liabilities which the Issuer may suffer or incur as a result of any such acknowledgement being untrue in any material respect.

### **8. The Issuer's Representations**

8.1 The Issuer represents and warrants to the Subscriber that, as of the date of this Subscription Agreement and at Closing hereunder:

(a) the Issuer and the Subsidiaries are valid and subsisting corporations duly incorporated and in good standing under the laws of the jurisdictions in which they are incorporated, continued or amalgamated, the Issuer and the Subsidiaries have the full corporate power and capacity to own and lease their property and to carry on their business as currently conducted, the Issuer and the Subsidiaries are duly qualified, licensed and registered, to the extent applicable, to carry on business in the jurisdictions in which they carry on business or own property in such jurisdictions and are not otherwise precluded from carrying on business or owning property in such jurisdictions, and the Issuer has all requisite corporate power and capacity to enter into and carry out its obligation under this Subscription Agreement;

(b) the authorized capital of the Issuer consists of an unlimited number of Shares;

(c) the below table is a true and accurate description of all the securities of the Issuer which are outstanding as of the close of business November 8, 2017 and, other than: (i) the securities issuable upon conversion of the below listed securities; and (ii) the Subscribed Units and any other Units agreed to be issued to the Subscriber, there are no other securities of the Issuer issued, outstanding or authorized for issue:

Description of Securities	Number Issued and Outstanding
Common Shares	89,279,135
Options to purchase Common Shares	8,525,000
Common Share purchase Warrants	29,954,250
Bonus Shares authorized for issuance	3,375,000
Other Common Shares authorized for issuance - property	9,000,000
<b>Common Shares on a Fully Diluted Basis</b>	<b>140,133,385</b>

(d) the minute books and corporate records of the Issuer are true and correct in all material respects and contain all minutes of meetings and resolutions of the Issuer's board of directors (and any committees thereto) and of the Issuer's shareholders;

(e) the minute books and corporate records of the Subsidiaries are true and correct in all material respects and contain all minutes of meetings and resolutions of the Subsidiaries' board of directors (and any committees thereto) and of the Subsidiaries' shareholders;

(f) NRG Metals Argentina S.A. is, or pursuant to binding agreements that are in effect as of the date of this Subscription Agreement will become, a direct or indirect wholly owned subsidiary of the Issuer and all securities of NRG Metals Argentina S.A. are controlled, directly or indirectly, by the Issuer and such securities are free of any and all liens, mortgages, charges, security interests and encumbrances of whatsoever nature and kind and Issuer has the full right, power and authority to all the securities of NRG Metals Argentina S.A. and no other person has any option or right to acquire securities of NRG Metals Argentina S.A.;

(g) the Issuer has no subsidiaries other than the Subsidiaries, does not beneficially own any securities of any person other than the Subsidiaries and has no agreements of any nature to acquire any securities of any person or acquire or lease any other business operations and the Issuer has not carried on any business in any entity other than the Issuer, the Subsidiaries or its predecessors;

(h) the Issuer has complied, and will comply, with all applicable corporate and securities laws and regulations in connection with the offer, sale and issuance of the Securities;

(i) the Issuer has full corporate power and authority to undertake the Offering and to issue the Securities;

(j) the creation, issuance and sale of the Securities by the Issuer does not and will not conflict with and does not and will not result in a breach of any of the terms, conditions or provisions of its constituting documents or any agreement or instrument to which the Issuer is a party;

(k) the Securities 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;

(l) on the First Tranche Closing Date, this Subscription Agreement will have been duly authorized by all necessary corporate action on the part of the Issuer and, subject to acceptance by the Issuer, will constitute a valid obligation of the Issuer legally binding upon it and enforceable in accordance with its terms;

- (m) the outstanding Shares are listed and posted for trading on the TSX-V;
- (n) prior to the First Tranche Closing Date, the Issuer will have obtained all required conditional approvals from the TSX-V in order to permit the completion of the transactions contemplated hereby;
- (o) the Issuer is a reporting issuer in good standing under the securities laws of British Columbia, Alberta and Ontario, and no material change relating to the Issuer has occurred with respect to which the requisite material change report has not been publicly disclosed under the Applicable Securities Laws in such jurisdictions and no such disclosure has been made on a confidential basis;
- (p) the Issuer has taken or will take all steps as may be necessary for it to comply with the requirements of Applicable Securities Laws and the Issuer is entitled to avail itself of the applicable prospectus and registration exemptions available under the Applicable Securities Laws in respect of the sale of Shares;
- (q) the Issuer or NRG Metals Argentina S.A. is the beneficial owner of or has the right to acquire the properties, business and assets or the interests in the properties, business or assets referred to in its Public Record and except as disclosed therein, all agreements by which the Issuer or NRG Metals Argentina S.A. holds an interest in a property, business or asset are in good standing according to their terms, and to the Issuer's knowledge the properties are in good standing under the applicable laws of the jurisdictions in which they are situated;
- (r) no offering memorandum has been or will be provided to the Subscriber;
- (s) the Public Record is in all material respects accurate and omits no material facts, the omission of which makes the Public Record or any particulars therein, misleading or incorrect at the time such statements were made;
- (t) the Issuer has filed all documents that it is required to file under the continuous disclosure provisions of the Applicable Securities Laws, including annual and interim financial information and annual reports, press releases disclosing material changes, material change reports and technical reports;
- (u) the financial statements comprised in the Public Record accurately reflect the financial position of the Issuer and the Subsidiaries as at the date thereof, and no adverse material changes in the financial position of the Issuer or the Subsidiaries have taken place since the date of the latest financial statements of the Issuer or the Subsidiaries, as applicable, except as filed in the Public Record;
- (v) the Issuer and the Subsidiaries have filed all federal, provincial, local and foreign tax returns which are required to be filed, or have requested extensions thereof, and have paid all taxes required to be paid by them and any other assessment, fine or penalty levied against them, to the extent that any of the foregoing is due and payable;
- (w) the Issuer and the Subsidiaries have established on their books and records reserves which are adequate for the payment of all taxes not yet due and payable and there are no liens for taxes on the assets of the Issuer or the Subsidiaries except for taxes not yet due, and there are no audits of any of the tax returns of the Issuer or the Subsidiaries which are known by the Issuer's management to be pending, and there are no claims which have been or may be asserted relating to any such tax returns which, if determined adversely, would result in the assertion by any governmental agency of any deficiency which would have a material adverse effect on the properties, business or assets of the Issuer or the Subsidiaries;
- (x) neither the Issuer nor the Subsidiaries is a party to any actions, suits or proceedings which could materially affect its business or financial condition, and to the best of the Issuer's knowledge no such actions, suits or proceedings have been threatened as at the date hereof;
- (y) no order ceasing or suspending trading in the securities of the Issuer, or the Subsidiaries, nor prohibiting sale of such securities has been issued to the Issuer, the Subsidiaries, or its directors, officers or promoters, as applicable, and to the best of the Issuer's knowledge no investigations or proceedings for such purposes are pending or threatened;

(z) the Issuer has not received notice from any applicable regulatory authority that it is in default of any Applicable Securities Laws and to the best of the Issuer's knowledge, the Subsidiaries has not received notice from any applicable regulatory authority that it is in default of any Applicable Securities Laws;

(aa) except as set out in the Public Record or herein, no person has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming a right, agreement or option for the issue or allotment of any unissued Shares or any other security convertible or exchangeable for any such Shares or to require the Issuer to purchase, redeem or otherwise acquire any of the issued or outstanding Shares;

(bb) the assets of the Issuer and the Subsidiaries and their respective businesses and operations are insured against loss or damage with responsible insurers to the extent and in the amounts consistent with insurance obtained by reasonably prudent participants in comparable businesses and such coverage is in full force and effect, and the Issuer and the Subsidiaries have not breached the terms of any policies in respect thereof nor failed to promptly give any notice or present any material claim thereunder;

(cc) neither the Issuer nor the Subsidiaries, nor, any of their directors, officers, employees or agents, has made any bribe, payoff, influence payment, kickback or unlawful contribution or other payment to any official of, or candidate for, any federal, state, provincial or foreign office, or failed to disclose fully any contribution, in violation of any law, or made any payment to any foreign, Canadian, Argentine or provincial or state governmental officer or official or other person charged with similar public or quasi-public duties, violated or is in violation of any provision of the *Corruption of Foreign Public Officials Act* (Canada) or the United States' *Foreign Corrupt Practices Act* of 1977, as amended, or any similar law, regulation or statute in any applicable jurisdictions;

(dd) no part of the properties or assets of the Issuer or the Subsidiaries has been taken, condemned or expropriated by any Governmental Entity nor has any notice or proceeding in respect thereof been given or commenced nor is the Issuer or the Subsidiaries aware of any intent or proposal to give such notice or commence any such proceedings;

(ee) there has been no act or omission by either the Issuer or the Subsidiaries, or any of their predecessors in interest or title to the concessions comprising their assets, which could by notice, or lapse of time, or by both notice and lapse of time, result in a breach, termination, abandonment, forfeiture, relinquishment or other premature termination of the Issuer or the Subsidiaries' rights or title to their assets;

(ff) except as disclosed in the Public Record, to the Issuer's knowledge each of the Issuer and the Subsidiaries is in compliance with all applicable federal, provincial, state, municipal and local laws, statutes, ordinances, by-laws and regulations and orders, directives and decisions rendered by any ministry, department or administrative or regulatory agency, domestic or foreign (the "**Environmental Laws**") relating to the protection of the environment, occupational health and safety or the processing, use, treatment, storage, disposal, discharge, transport or handling of any pollutants, contaminants, chemicals or industrial, toxic or hazardous wastes or substance (the "**Hazardous Substances**") except where such non-compliance would not constitute an adverse material fact in respect of the Issuer or the Subsidiaries or result in a material adverse change to the Issuer or the Subsidiaries;

(gg) except as disclosed in the Public Record, to the Issuer's knowledge each of the Issuer and the Subsidiaries is not subject to any contingent or other liability relating to the restoration or rehabilitation of land, water, or any other part of the environment (except for those derived from normal exploration activities) or non-compliance with Environmental Laws which could reasonably be expected to have a material adverse effect;

(hh) to the Issuer's knowledge each of the Issuer and the Subsidiaries have obtained all material licences, permits, approvals, consents, certificates, registrations and other authorizations under all applicable Environmental Laws (the "**Environmental Permits**") necessary as at the date hereof for the operation of the businesses currently carried on by Issuer and the Subsidiaries and to the Issuer's knowledge each Environmental Permit is valid, subsisting and in good standing and the Issuer and the Subsidiaries are not in material default or breach of any Environmental Permit and, to the knowledge of the

Issuer and the Subsidiaries, no proceeding is pending or threatened to revoke or limit any Environmental Permit;

(ii) to the Issuer's knowledge, the Issuer and the Subsidiaries have not used, except in compliance with all Environmental Laws and Environmental Permits, any property or facility which it owns or leases or previously owned or leased, to generate, manufacture, process, distribute, use, treat, store, dispose of, transport or handle any Hazardous Substance;

(jj) the Issuer and the Subsidiaries have not received any notice wherein it is alleged or stated that it is potentially responsible for a federal, provincial, state, municipal or local clean-up site or corrective action under any Environmental Laws. The Issuer and the Subsidiaries have not received any request for information in connection with any federal, state, municipal or local inquiries as to disposal sites;

(kk) the Issuer and the Subsidiaries have not received any notice of, or been prosecuted for an offence alleging, non-compliance with any Environmental Law, and the Issuer and the Subsidiaries (including, if applicable, any predecessor companies) have not settled any allegation of non-compliance short of prosecution. There are no orders or directions relating to environmental matters requiring any material work, repairs, construction or capital expenditures to be made with respect to any of the assets of the Issuer or the Subsidiaries, nor has the Issuer or the Subsidiaries received notice of any of the same;

(ll) except as disclosed in the Public Record, to the Issuer's knowledge, the Issuer and the Subsidiaries are not subject to any contingent or other liability relating to the restoration or rehabilitation of land, water, or any other part of the environment (except for those derived from normal exploration activities) or non-compliance with Environmental Laws which could reasonably be expected to have a material adverse effect;

(mm) NRG Metals Argentina S.A. has an option to acquire the material mining permits, claims, options, concessions, exploration, exploitation, extractions and other mineral property rights known as the Hombre Muerto Project and located in Salta and Catamarca Provinces, Argentina comprised of the Alba Sabrina, Tramo, Natalia Maria, Gaston Enrique, Viamonte and Norma Edit concessions, all located in the Salar del Hombre Muerto in northwestern Argentina (the "**Mining Claims**");

(nn) to the Issuer's knowledge, there are no claims with respect to aboriginal rights or title currently pending or threatened with respect to the Mining Claims or properties of the Issuer or the Subsidiaries;

(oo) to the Issuer's knowledge, all exploration and mining operations on the properties of the Issuer and the Subsidiaries, carried on by or on behalf of the Issuer and the Subsidiaries, have been conducted in all respects in accordance with good mining and engineering practices;

(pp) the Issuer has duly filed with the applicable regulatory authorities all reports required by National Instrument 43-101 *Standards of Disclosure for Mineral Projects* ("**NI 43-101**"). The technical report on: (i) the Hombre Muerto North Project entitled "Technical Report for the Hombre Muerto North Project, Salta and Catamarca Provinces, Argentina" dated October 9, 2017 (the "**Hombre Muerto Technical Report**"); and (ii) the Carachi Pampa Lithium Project entitled "Technical Report on the Carachi Pampa Lithium Project" effective November 30, 2016 (the "**Carachi Technical Report**"), complies with the requirements of NI 43-101 including the form requirements, and remains current as at the date hereof. For the purposes of preparing the Technical Report, the Issuer made available to the authors of such report, all information requested by them, and none of such information contained any misrepresentation at the time such information was provided;

(qq) all technical information set forth in the Public Record relating to the Mining Claims, has been reviewed by the Issuer and a "qualified person" as required under NI 43-101, and all such information has been prepared in accordance with Canadian industry standards set forth in NI 43-101 and, to the knowledge of the Issuer, there have been no material changes to such information since the date of delivery or preparation thereof, except as disclosed in the Public Record;

(rr) to the Issuer's knowledge the authors thereof had made available to them prior to the issuance of the Hombre Muerto Technical Report and the Carachi Technical Report, for the purpose of preparing such

report, all information requested, and no such information contained any misrepresentation as at the relevant time the relevant information was made available; the Issuer does not have any knowledge of a material adverse change in any production, cost, price, reserves or other relevant information provided since the dates that such information was so provided;

(ss) the mining concessions or equivalent thereof described in the Hombre Muerto Technical Report and the Public Record constitute all of the mining concessions comprising the Hombre Muerto North Project and, to the knowledge of the Issuer, the description of such mining concessions held as of the date thereof in the Hombre Muerto Technical Report is correct and complete in all material respects;

(tt) the mining concessions or equivalent thereof described in the Carachi Technical Report constitute all of the mining concessions comprising the Carachi Pampa Lithium Project and, to the knowledge of the Issuer, the description of such mining concessions held as of the date thereof in the Carachi Technical Report is correct and complete in all material respects;

(uu) to the Issuer's knowledge, the Issuer and the Subsidiaries are in compliance with all laws respecting employment and employment practices, terms and conditions of employment, occupational health and safety, pay equity and wages, in each case in all material respects, and all material accruals for unpaid vacation pay, premiums for unemployment insurance, health premiums, federal or state pension plan premiums, accrued wages, salaries and commissions and employee benefit plan payments have been reflected in the books and records of the Issuer and the Subsidiaries, as applicable;

(vv) to the Issuer's knowledge, there is not currently any labour disruption, conflict, slowdown, stoppage, complaint or grievance threatened or pending against the Issuer and the Subsidiaries which is adversely affecting or could adversely affect, in a material manner, the carrying on of the business of the Issuer and the Subsidiaries, on a consolidated basis and no union representation question exists respecting the employees of the Issuer or the Subsidiaries and no collective bargaining agreement is in place or currently being negotiated by the Issuer or the Subsidiaries; and

(ww) the Issuer has not employed any broker or finder or incurred any liability for any brokerage fees, commissions or finder's fees in connection with the transactions contemplated by this Agreement.

## **9. Covenants of the Issuer**

9.1 The Issuer hereby covenants with the Subscriber that it will:

(a) offer, sell, issue and deliver the Securities pursuant to exemptions from the prospectus filing, registration or qualification requirements of Applicable Securities Laws and otherwise fulfil all legal requirements required to be fulfilled by the Issuer (including without limitation, compliance with all Applicable Securities Laws in connection with the Offering;

(b) within the required time, file with the TSX-V any documents, reports and information, in the required form, required to be filed by Applicable Securities Laws in connection with the Offering, together with any applicable filing fees and other materials;

(c) the Issuer will use best efforts to satisfy as expeditiously as possible any conditions of the TSX-V required to be satisfied prior to the TSX-V's acceptance of the Issuer's notice of the Offering;

(d) use commercially reasonable efforts to obtain all necessary approvals for this Offering;

(e) upon the issuance of the First Tranche Units, the Common Shares forming part of the First Tranche Units will represent 9.89% of the issued and outstanding Common Shares on an undiluted basis calculated as of November 8, 2017;

(f) the proceeds of the Offering will be used for and allocated to the Hombre Muerto North Project, as approved by the Project Advisory Board, as such term is defined in the ancillary rights agreement referred to in Section 4.3(a);

(g) prior to Closing, the Issuer will provide the Subscriber and its counsel with all other documents, agreements, certificates, consents, comfort letters or opinions in connection with the Issuer, Subsidiaries or any other affiliate of the Issuer, which are reasonably requested by the Subscriber or its legal counsel;

(h) at the next annual general and special meeting of shareholders of the Issuer scheduled for December 22, 2017, the Issuer shall:

(i) increase the number of board of director members of the Issuer by two (2) directors; and

(ii) request the shareholders of the Issuer approve the issuance of Warrant Shares referred to in Section 4.4(b)(i);

(i) [reference to certain title matters redacted]; and

(j) the Issuer will terminate the Warrant Exercise Agreement immediately upon the receipt of the shareholder approval referred to in Section 4.4(b)(i).

## **10. No Contractual Right of Action for Rescission**

10.1 The Subscriber acknowledges that it is purchasing the Securities issued hereunder pursuant to an exemption which does not require delivery to the Subscriber of an offering memorandum, that it will not receive any offering memorandum in connection with this Subscription Agreement and therefore is not entitled to contractual rights of action or rescission.

## **11. Resale Restrictions and Legending of Securities**

11.1 The Subscriber acknowledges that any resale of the Securities will be subject to resale restrictions contained in the Applicable Securities Laws applicable to the Issuer, the Subscriber or any proposed transferee. The Subscriber will receive DRS statements and certificates representing the Shares and the Warrants bearing the following legends imprinted thereon:

“Unless permitted under securities legislation, the holder of this security must not trade the security before [four months plus one day from the First Tranche Closing Date or the Second Tranche Closing Date, as the case may be]”.

“Without prior written approval of 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 TSX Venture Exchange or otherwise in Canada or to or for the benefit of a Canadian resident until [four months plus one day from the First Tranche Closing Date or the Second Tranche Closing Date, as the case may be]”.

11.2 Certificate representing the Warrants will bear the following legends imprinted thereon:

“Unless permitted under securities legislation, the holder of this security must not trade the security before [4 months and a day from the First Tranche Closing Date or the Second Tranche Closing Date, as the case may be]”.

11.3 The Subscriber is aware that the Securities have not been and will not be registered under the U.S. Securities Act or the securities laws of any state and that the Securities may not be offered or sold in the United States without registration under the U.S. Securities Act or compliance with requirements of an exemption from registration and the applicable laws of all applicable states and acknowledges that the Issuer has no present intention of filing a registration statement under the U.S. Securities Act in respect of the Securities.

## **12. General**

12.1 Time is of the essence hereof.

12.2 Neither this Subscription Agreement nor any provision hereof will be modified, changed, discharged or terminated except by an instrument in writing signed by the party against whom any waiver, change, discharge or termination is sought.

12.3 The parties hereto will execute and deliver all such further documents and instruments and do all such acts and things as may either before or after the execution of this Subscription Agreement be reasonably required to carry out the full intent and meaning of this Subscription Agreement.

12.4 This Subscription Agreement will be subject to, governed by and construed in accordance with the laws of British Columbia and the laws of Canada as applicable therein and the Subscriber hereby irrevocably attorns to the jurisdiction of the Courts situate therein.

12.5 This Subscription Agreement may not be assigned by any party hereto.

12.6 Without limitation, this Subscription Agreement and the transactions contemplated hereby are conditional upon and subject to the Issuer receiving the acceptance of the TSX-V for this Subscription Agreement and the transactions contemplated hereby.

12.7 The Issuer will be entitled to rely on delivery of a facsimile copy or other electronic version of this Subscription Agreement, and acceptance by the Issuer of a facsimile or electronic copy of this Subscription Agreement will create a legal, valid and binding agreement between the Subscriber and the Issuer in accordance with its terms.

12.8 This Subscription Agreement may be signed by the parties in as many counterparts as may be deemed necessary, each of which so signed will be deemed to be an original, and all such counterparts together will constitute one and the same instrument.

12.9 This Subscription Agreement is deemed to be entered into on the acceptance date by Issuer, notwithstanding its actual date of execution by the Subscriber.

12.10 This Subscription Agreement, including, without limitation, the representations, warranties, acknowledgements and covenants contained herein, will survive and continue in full force and effect and be binding upon the parties notwithstanding the completion of the purchase of the Units by the Subscriber pursuant hereto, the completion of the issue of Units of the Issuer and any subsequent disposition by the Subscriber of the Shares or Warrants.

12.11 The invalidity or unenforceability of any particular provision of this Subscription Agreement will not affect or limit the validity or enforceability of the remaining provisions of this Subscription Agreement.

12.12 Except as expressly provided in this Subscription Agreement and in the agreements, instruments and other documents contemplated or provided for herein, this Subscription Agreement contains the entire agreement between the parties with respect to the sale of the Securities and there are no other terms, conditions, representations or warranties, whether expressed, implied, oral or written, by statute, by common law, by the Issuer, by the Subscriber, or by anyone else. In the event that pages 1 and 2, and execution pages are delivered to the Issuer without this entire Agreement, the Issuer is entitled to assume that the Subscriber, and each beneficial purchaser for whom it is acting, has accepted all of the terms and conditions contained in the parts of this Subscription Agreement that are not returned, without amendment or modification.

12.13 All monetary amounts expressed herein are Canadian Dollars.

END OF TERMS AND CONDITIONS

**SCHEDULE A**  
**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: Latam Resources Pty Limited
- (b) Complete Address: Rooms 2103-04, 21/F., Wing On Centre, 111 Connaught Road Central, Hong Kong
- (c) Jurisdiction of Incorporation or Creation: Hong Kong

2. (a) Is the Placee purchasing securities as a portfolio manager: (Yes/No)? No
- (b) Is the Placee carrying on business as a portfolio manager outside of Canada: (Yes/No)? 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 CAD\$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
Yi Hua Dai	Chengdu	Sichuan	P.R. China

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

5. Acknowledgement - Personal Information and Securities Laws

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

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

- (i) the disclosure of Personal Information by the undersigned to the Exchange (as defined in Appendix 6B) pursuant to this Form; and
- (ii) the collection, use and disclosure of Personal Information by the Exchange for the purposes described in Appendix 6B or as otherwise identified by the Exchange, from time to time.

- (b) The undersigned acknowledges that it is bound by the provisions of applicable Securities Law, including provisions concerning the filing of insider reports and reports of acquisitions.

Dated and certified (if applicable), acknowledged and agreed, at Chengdu, China

on 10th day of November, 2017.

**Latham Resources Pty Limited**  
(Name of Purchaser - please print)

/s/ Yi Hua Dai  
(Authorized Signature)

Director  
(Official Capacity - please print)

Yi Hua Dai  
(Please print name of individual whose signature appears above)

**THIS IS NOT A PUBLIC DOCUMENT**

## SCHEDULE B

**THIS WARRANT EXERCISE AGREEMENT** made this \_\_\_\_ day of November, 2017, is between **NRG METALS INC.** (the “**Company**”) and **LATAM RESOURCES PTY LIMITED** (the “**Warrantholder**”).

### WHEREAS:

- A. the Company is conducting a private placement of units at a price of \$0.10 per unit (the “**Private Placement**”);
- B. the Warrantholder is participating in the Private Placement, and will acquire share purchase warrants entitling the Warrantholder to acquire common shares of the Company (the “**Warrants**”) upon completion of the Private Placement; and
- C. the parties acknowledge that the Warrantholder would hold more than ten (10%) percent of the outstanding common shares of the Company, assuming exercise of the Warrants;

**NOW THEREFORE** this Agreement witness that in consideration of the sum of \$1.00 given by the Warrantholder to the Company and by the Company to the Warrantholder (the receipt and sufficiency of which is acknowledged by the parties) the parties hereto agree as follows:

- 1. The Warrantholder will only be permitted to exercise that number of Warrants which will result, when such common shares are issued, in the Warrantholder's total shareholdings not exceeding ten (10%) percent of the Company's issued and outstanding shares as of the date of the Warrant exercise (the “**Threshold Number**”). The Warrantholder expressly authorizes the Company to issue only such number of common shares as will result in the Warrantholder holding less than the Threshold Number and agrees to provide the Company with a representation as to the Warrantholder's current shareholdings as at the date of any Warrant exercise. The Warrantholder may thereafter exercise additional Warrants, until the expiry of such Warrants, provided that at the time of such exercise, the Warrantholder's shareholdings do not exceed the Threshold Number.
- 2. The Agreement shall be governed, constructed and enforced according to the laws of the Province of British Columbia and is subject to the exclusive jurisdiction of the courts of the Province of British Columbia.
- 3. The parties agree to execute such further documents and assurances as may be required to effect the intent hereof.
- 4. The Agreement shall enure to the benefit of and be binding upon the parties hereto and upon the successors or assigns of the Company and upon the executors, administrators and legal personal representatives of the Warrantholder.
- 5. The Warrantholder agrees to abide by the provisions of applicable securities laws in the exercise and disposition of any common shares of the Company or other securities acquired pursuant to the exercise of the Warrants.
- 6. This agreement may be terminated by mutual agreement of the Parties.

7. The Warrantholder and the Company may execute this Agreement in two or more counterparts, each of which is deemed to be an original and all of which constitute one agreement, effective as of the date first above written.

**IN WITNESS WHEREOF** the parties hereto have hereunto executed these presents as of the day and year first above written.

**NRG METALS INC.**

**LATAM RESOURCES PTY LIMITED**

Per: /s/ Adrian Hobkirk  
Authorized Signatory

Per: /s/ Li Hua Dai  
Authorized Signatory

**SCHEDULE C**  
**ARGENTINE MATTERS**

[Details of certain title matters redacted]