Execution Version

UNDERWRITING AGREEMENT

October 25, 2022

Frontier Lithium Inc.
2736 Belisle Drive
Val Caron, Ontario
P3N 1B3

Attention: Trevor R. Walker, President and CEO

Dear Sir:

The undersigned, RBC Dominion Securities Inc. and Goldman Sachs Canada Inc., as co-lead underwriters and joint bookrunners (together, the "**Co-Lead Underwriters**"), and BMO Nesbitt Burns Inc., Canaccord Genuity Corp., Cormark Securities Inc., and Stifel Nicolaus Canada Inc. (together with the Co-Lead Underwriters, the "**Underwriters**") understand that Frontier Lithium Inc. (the "**Company**") proposes to create, issue and sell to the Underwriters 9,100,000 units of the Company (the "**Units**"). Each Unit will consist of one Common Share (as hereinafter defined) (each, a "**Unit Share**" and collectively, the "**Unit Shares**") and one-half of one Common Share purchase warrant (each whole Common Share purchase warrant, a "**Warrant**" and collectively, the "**Warrants**"). Each Warrant will entitle the holder thereof to purchase one additional Common Share (each, a "**Warrant Share**" and collectively, the "**Warrant Shares**") at a price of $2.75 per Warrant Share at any time prior to the Expiry Date (as hereinafter defined). The Warrants shall be created and issued pursuant to the Warrant Indenture (as hereinafter defined). The Units, Unit Shares and Warrants, as the context requires, are collectively referred to herein as the "**Offered Securities**".

Upon and subject to the terms and conditions set forth herein, the Underwriters hereby agree to act as underwriters and purchase severally, and not jointly nor jointly and severally, in the respective percentages set out in Section 15, from the Company, and by its acceptance hereof, the Company agrees to sell to the Underwriters, 9,100,000 Units (the "**Firm Offered Securities")** on the Closing Date (as hereinafter defined) at a price of $2.20 per Unit (the "**Offering Price**"), for aggregate gross proceeds to the Company of $20,020,000.

The Company also hereby grants to the Underwriters an option (the "**Over-Allotment Option**"), which may be exercised by the Underwriters in whole or in part at any time up to 30 days following the Closing Date in the Underwriters' sole discretion and without obligation, to purchase severally, and not jointly, nor jointly and severally, from the Company up to an additional 1,365,000 Units (the "**Additional Units**") at the Offering Price, for the purposes of covering the Underwriters' over-allocation position, if any, and for market stabilization purposes. The Over-Allotment Option may be exercised by the Underwriters: (i) to acquire Additional Units at the Offering Price; (ii) to acquire additional Unit Shares (the "**Additional Unit Shares**") at a price of $1.98 per Additional Unit Share; (iii) to acquire additional whole Warrants (the "**Additional Warrants**") at a price of $0.44 per Additional Warrant (and which may only be acquired as whole Warrants), or (iv) to acquire any combination of Additional Units, Additional Unit Shares, and whole Additional Warrants, so long as the aggregate number of Additional Unit Shares and Additional Warrants that may be issued under such Over-Allotment Option does not exceed 1,365,000 Additional Unit Shares and 682,500 Additional Warrants. The Additional Units, Additional Unit Shares, and Additional Warrants are collectively referred to herein as the "**Additional Offered Securities**". If the Underwriters elect to exercise such Over-Allotment Option, the Underwriters shall notify the Company in writing not later than the date that is 30 days following the Closing Date, which notice shall specify the number and type of Additional Offered Securities to be purchased by the Underwriters severally, and not jointly, nor jointly and severally, in their respective percentages set out in Section 15, and the date (the "**Option Closing Date**") on which such Additional Offered Securities are to be purchased. Such Option Closing Date may

be the same as the Closing Date but not earlier than the later of (i) the Closing Date, and (ii) two Business Days (as hereinafter defined) after the date of such notice, nor later than seven Business Days after the date of such notice. The Underwriters' obligation to purchase any Additional Offered Securities on any Option Closing Date shall additionally be subject to the conditions set forth in Section 10. In the event that the Company shall subdivide, consolidate, reclassify or otherwise change its Common Shares during the period in which the Over-Allotment Option is exercisable, appropriate adjustments will be made to the exercise price of the Over-Allotment Option and to the number of Additional Offered Securities issuable on exercise thereof such that the Underwriters is entitled to receive the same number and type of securities that the Underwriters would have otherwise received had it exercised such Over-Allotment Option immediately prior to such subdivision, consolidation, reclassification or other change.

Unless the context otherwise requires, all references to the "**Offered Securities**", "**Units**", "**Unit Shares**" and "**Warrants**" shall include the "**Additional Offered Securities**", as applicable, and assume the full exercise of the Over-Allotment Option, all references to "**Warrant Shares**" shall include the additional Warrant Shares issuable upon exercise of the Additional Warrants and assume the full exercise of the Over-Allotment Option, and the offering of the Offered Securities by the Company is hereinafter referred to as the "**Offering**".

The Offering shall take place in the Qualifying Jurisdictions (as hereinafter defined) and the Offered Securities will be distributed in the Qualifying Jurisdictions pursuant to the Final Prospectus (as hereinafter defined) in the manner contemplated by this Agreement. The Offering shall also take place in the United States (as hereinafter defined) and any other jurisdiction outside of Canada and the United States as mutually agreed to by the Company and the Underwriters where the Offered Securities may be lawfully offered and sold, provided that any Offered Securities offered or sold in any jurisdictions outside of Canada are lawfully offered and sold on a basis exempt from the prospectus, registration or similar requirements of any such jurisdictions, including continuous disclosure obligations.

The parties acknowledge that the Offered Securities and the Warrant Shares have not been and will not be registered under the U.S. Securities Act (as hereinafter defined) or the securities laws of any state of the United States and may not be offered or sold in the United States, or to or for the account or benefit of, U.S. Persons (as hereinafter defined), except pursuant to exemptions from the registration requirements of the U.S. Securities Act and the applicable laws of any state of the United States in the manner specified in this Agreement and pursuant to the representations, warranties, acknowledgments, agreements and covenants of the Company, the Underwriters and the U.S. Affiliates (as hereinafter defined) contained in Schedule "A" hereto. All actions to be undertaken by the Underwriters in the United States or to, or for the account or benefit of, U.S. Persons in connection with the matters contemplated herein shall be undertaken through the U.S. Affiliates.

The Company agrees that the Underwriters will be permitted to appoint as the Selling Group (as hereinafter defined) other registered dealers (or other dealers duly licensed or registered in their respective jurisdictions) as their agents to assist in the Offering and that the Underwriters may determine the remuneration payable to such other dealers appointed by them. Such remuneration shall be payable by the Underwriters.

In consideration of the services to be rendered by the Underwriters pursuant to this Agreement and in connection with all other matters relating to the issue and sale of the Offered Securities, the Company shall pay to the Underwriters a cash commission equal to 5.5% of the gross proceeds realized by the Company in respect of the sale of the Offered Securities (including in each case, for certainty, any Additional Offered Securities issued and sold by the Company on exercise of the Over-Allotment Option) (the "**Commission**").

The obligation of the Company to pay the Commission shall arise at the Closing Time (as hereinafter defined) against payment for the Offered Securities, and the Commission shall be fully earned by the Underwriters at that time; provided that in respect of Commission payable and issuable in respect of

Additional Offered Securities sold upon exercise of the Over-Allotment Option subsequent to the Closing Date, the Commission shall be fully earned by the Underwriters at the Option Closing Time.

DEFINITIONS

In this Agreement, in addition to the terms defined above, the following terms shall have the following meanings:

"**Act**" means the *Business Corporations Act* (Alberta);

"**Additional Offered Securities**" has the meaning ascribed to it on the face page of this Agreement;

"**Additional Unit Shares**" has the meaning ascribed to it on the face page of this Agreement;

"**Additional Units**" has the meaning ascribed to it on the face page of this Agreement;

"**Additional Warrants**" has the meaning ascribed to it on the face page of this Agreement;

"**affiliate**", "**associate**", "**distribution**", "**material change**", "**material fact**", "**misrepresentation**", and **"subsidiary"** have the respective meanings ascribed thereto in the *Securities Act* (Ontario);

"**Affiliates**" means the affiliates of the Underwriters;

"**Agreement**" means the agreement resulting from the acceptance by the Company of the offer made hereby;

"**Business Day**" means a day which is not a Saturday, Sunday or statutory or civic holiday in the City of Toronto, Ontario;

"**Canadian Securities Laws**" means all applicable securities laws in each of the Qualifying Jurisdictions and the respective regulations made thereunder, together with applicable published fee schedules, prescribed forms, policy statements, notices, orders, blanket rulings and other regulatory instruments of the Securities Regulators in the Qualifying Jurisdictions, and all applicable rules and policies of the TSXV;

"**Claims**" has the meaning ascribed to it in Section 14;

"**Closing**" means the completion of the purchase and sale of the Offered Securities pursuant to the Offering in accordance with the provisions of this Agreement;

"**Closing Date**" means the day on which Closing shall occur, being November 8, 2022, or such other date(s) as may be permitted under applicable Securities Laws and as the Company and the Underwriters may determine;

"**Closing Time**" means 8:00 a.m. (Toronto time) on the Closing Date or such other time on the Closing Date as the Company and the Underwriters may determine;

"**Commission**" has the meaning ascribed to it on the face page of this Agreement;

"**Common Share**" means a common share in the capital of the Company;

"**Company**" has the meaning ascribed to it on the face page of this Agreement;

"**Company's Auditors**" means Grant Thornton LLP, or such other firm of chartered accountants as the Company may have appointed or may from time to time appoint as auditors of the Company;

"**Company's Former Auditors**" means S&W LLP;

"**comparables**" has the meaning ascribed thereto in NI 41-101;

"**COVID-19 Outbreak**" has the meaning ascribed to it in Section 7(a)(lv);

"**Debt Instrument**" means any note, loan, bond, debenture, indenture, promissory note or other instrument evidencing indebtedness (demand or otherwise) for borrowed money or other liability to which the Company is a party or otherwise bound and which is material to the Company;

"**Employee Plans**" has the meaning ascribed to it in Section 7(a)(lix);

"**Engagement Letter**" means the letter agreement between the Company and the Underwriters dated October 19, 2022 in respect of the Offering;

"**Environmental Laws**" means 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, including laws, statutes, ordinances, by-laws and regulations or orders, relating to the protection of the environment, occupational and human health and safety or the treatment, use, processing, storage, disposal, discharge, transport or handling of any pollutants, contaminants, chemicals or industrial, toxic or hazardous wastes or substances;

"**Expiry Date**" means 5:00 p.m. (Toronto time) on the date that is 36 months following the Closing Date;

"**Final Prospectus**" means the (final) short form prospectus of the Company prepared in connection with the qualification for distribution of the Offered Securities and the Over-Allotment Option, including the documents incorporated therein by reference, and including any Supplementary Material thereto;

"**Financial Statements**" has the meaning ascribed to it in Section 7(a)(xxiv);

"**Firm Offered Securities**" has the meaning ascribed to it on the face page of this Agreement;

"**Government Official**" means: (i) any official, officer, employee, or representative of, or any person acting in an official capacity for or on behalf of, any Governmental Entity; (ii) any salaried political party official, elected member of political office or candidate for political office; or (iii) any company, business, enterprise or other entity owned or controlled by any person described in the foregoing clauses;

"**Governmental Entity**" means any: (i) multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign; (ii) subdivision, agent, commission, board, or authority of any of the foregoing; or (iii) quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under, or for the account of, any of the foregoing;

"**including**" means including without limitation;

"**Indemnified Parties**" and "**Indemnified Party**" has the meaning ascribed to it in Section 14;

"**Laws**" means all applicable laws, statutes, by-laws, rules, regulations, orders, decrees, ordinances, protocols, codes, guidelines, policies, notices, directions and judgments or other requirements of any Governmental Entities;

"**Losses**" has the meaning ascribed to it in Section 14;

"**Marketing Document**" means the term sheet for the Offering dated October 19, 2022, the template version of which was agreed to between the Company and the Underwriters;

"**marketing materials**" has the meaning ascribed thereto in NI 41-101 and, for certainty, includes the Marketing Document;

"**Material Adverse Effect**" means any change, effect, event or occurrence, that (i) is, or would be reasonably expected to be, materially adverse with respect to the condition (financial or otherwise), properties, assets, liabilities (contingent or otherwise), obligations (whether absolute, accrued, conditional or otherwise), business, affairs, capital, ownership, control, management, operations, results of operations or prospects of the Company, or (ii) would result in any of the Offering Documents containing a misrepresentation;

"**Material Agreement**" means any material contract, commitment, agreement (written or oral), instrument (including Debt Instruments), lease or other document (including joint venture agreements), to which the Company is a party or otherwise bound and which is material to the Company;

"**Money Laundering Laws**" has the meaning ascribed to it in Section 7(a)(xxxix);

"**NI 41-101**" means National Instrument 41-101 – *General Prospectus Requirements*;

"**NI 43-101**" means National Instrument 43-101 – *Standards of Disclosure for Mineral Projects*;

"**NI 44-101**" means National Instrument 44-101 – *Short Form Prospectus Distributions*;

"**NP 11-202**" means National Policy 11-202 – *Process for Prospectus Reviews in Multiple Jurisdictions*;

"**Offered Securities**" has the meaning ascribed to it on the face page of this Agreement and shall, unless the context otherwise requires, include all Additional Offered Securities assuming the full exercise of the Over-Allotment Option;

"**Offering**" has the meaning ascribed to it on the second page of this Agreement;

"**Offering Documents**" means, collectively, the Preliminary Prospectus, the Final Prospectus, the U.S. Private Placement Memorandum, any Supplementary Material and any amendment thereto;

"**Offering Price**" has the meaning ascribed to it on the face page of this Agreement;

"**Option Closing Date**" has the meaning ascribed to it on the face page of this Agreement;

"**Option Closing Time**" means 8:00 a.m. (Toronto time) on the Option Closing Date or such other time on the Option Closing Date as the Company and the Underwriters may determine;

"**Over-Allotment Option**" has the meaning ascribed to it on the face page of this Agreement;

"**PAK Lithium Project**" means, collectively, the mineral interests and infrastructure in respect of the PAK lithium project located in the Red Lake mining district in northwestern Ontario, as held by the Company;

"**Permit**" means any material regulatory approval, licence, permit, approval, consent, certificate, registration, filing or other authorization of or issued by any Governmental Entity under applicable laws, including Environmental Laws;

"**person**" includes any individual (whether acting as an executor, trustee administrator, legal representative or otherwise), corporation, firm, partnership, sole proprietorship, syndicate, joint venture, trustee, trust, unincorporated organization or association, and pronouns have a similar extended meaning;

"**Preliminary Prospectus**" means the preliminary short form prospectus of the Company dated October 25, 2022 prepared in connection with the qualification for distribution of the Offered Securities and the Over-Allotment Option, including the documents incorporated therein by reference, and including any Supplementary Material thereto;

"**Prospectus**" means, collectively, the Preliminary Prospectus and the Final Prospectus;

"**provide**" in the context of sending or making available marketing materials to a potential Purchaser of Offered Securities, whether in the context of a "road show" (as defined in NI 41-101) or otherwise, has the meaning ascribed thereto in Canadian Securities Laws;

"**Public Disclosure Documents**" means, collectively, all of the documents which have been filed by or on behalf of the Company prior to the Closing Date with the relevant Securities Regulators pursuant to the requirements of Securities Laws, including all documents filed by the Company on SEDAR at www.sedar.com;

"**Purchasers**" means, collectively, each of the purchasers of Offered Securities arranged by the Underwriters pursuant to the Offering, including any substituted purchasers of Offered Securities arranged by the Underwriters pursuant to the Offering;

"**Qualified Institutional Buyer**" means a "qualified institutional buyer" as that term is defined in Rule 144A under the U.S. Securities Act;

"**Qualifying Jurisdictions**" means all of the provinces of Canada, excluding Québec;

"**Regulation S**" means Regulation S adopted by the SEC under the U.S. Securities Act;

"**SEC**" means the United States Securities and Exchange Commission;

"**Securities Laws**" means all applicable securities laws, rules, regulations, policies and other instruments promulgated by the securities regulators or other securities regulatory authorities in each of the Qualifying Jurisdictions, the United States and the other jurisdictions in which the Offered Securities are offered or sold, including Canadian Securities Laws and U.S. Securities Laws;

"**Securities Regulators**" means, collectively, the securities regulators or other securities regulatory authorities in each of the Qualifying Jurisdictions;

"**SEDAR**" means the System for Electronic Document Analysis and Retrieval;

"**Selling Group**" means, collectively, those registered dealers (or other dealers duly licensed or registered in their respective jurisdictions) appointed by the Underwriters as their agents to assist in the Offering as contemplated in this Agreement, and each member of the Selling Group being a "**Selling Firm**";

"**standard term sheet**" has the meaning ascribed thereto in NI 41-101;

"**Subsequent Disclosure Documents**" means any financial statements, management's discussion and analysis, management information circulars, annual information forms, material change reports, marketing materials or other documents issued or approved by the Company after the date of this Agreement that are required to be incorporated by reference in any Offering Document;

"**Supplementary Material"** means, collectively, any amendment to or amendment and restatement of any of the Preliminary Prospectus or the Final Prospectus, any supplement to the U.S. Private Placement Memorandum, and any amended or supplemental prospectus or ancillary material required to be prepared and filed with any of the Securities Regulators under Canadian Securities Laws, in connection with the distribution of the Offered Securities and the Over-Allotment Option, including any documents incorporated therein by reference;

"**Survival Limitation Date**" means the later of: (i) the third anniversary of the Closing Date; and (ii) the latest date under Canadian Securities Laws relevant to a purchaser of any Offered Securities (non-residents of Canada being deemed to be resident in the Province of Ontario for such purposes) that a purchaser of Offered Securities may be entitled to commence an action or exercise a right of rescission, with respect to a misrepresentation contained in the Prospectus or, if applicable, any Supplementary Material;

"**Taxes**" has the meaning ascribed to it in Section 7(a)(xxxvi);

"**Technical Report**" means the technical report titled "NI 43-101 Technical Report, PAK Property, PAK, Red Lake Mining District, Ontario, Canada" with an effective date of April 5, 2021 with an issue date of April 9, 2021;

"**template version**" has the meaning ascribed thereto in NI 41-101;

"**Transaction Documents**" means, collectively, this Agreement and the Warrant Indenture;

"**Transfer Agent**" means Odyssey Trust Company in its capacity as transfer agent and registrar of the Company;

"**TSXV**" means the TSX Venture Exchange;

"**Underwriters**" has the meaning ascribed to it on the face page of this Agreement;

"**Underwriters Information**" has the meaning ascribed to it in Section 4(c)(i);

"**Unit Shares**" has the meaning ascribed to it on the face page of this Agreement;

"**United States**" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

"**Units**" has the meaning ascribed to it on the face page of this Agreement;

"**U.S. Affiliates**" means the U.S. registered broker-dealer Affiliates of the Underwriters;

"**U.S. Exchange Act**" means the United States Securities Exchange Act of 1934, as amended;

"**U.S. Person**" means a "U.S. person" as that term is defined in Rule 902(k) of Regulation S;

"**U.S. Private Placement Memorandum**" means the U.S. private placement memorandum delivered together with the applicable Prospectus to prospective Purchasers and Purchasers of the Offered Securities that are in the United States or that are purchasing for the account or benefit of U.S. Persons or persons in the United States, the preliminary version of which will include the Preliminary Prospectus and the final version of which will include the Final Prospectus, including any Supplementary Material thereto;

"**U.S. Securities Act**" means the United States Securities Act of 1933, as amended;

"**U.S. Securities Laws**" means all applicable securities laws in the United States, including without limitation, the U.S. Securities Act, the U.S. Exchange Act and the rules and regulations promulgated thereunder, including the rules and policies of the SEC, and any applicable state securities laws;

"**Warrant Indenture**" means the warrant indenture to be entered into on the Closing Date between Odyssey Trust Company, as warrant agent, and the Company, in relation to the Warrants, as may be amended, restated or supplemented from time to time;

"**Warrant Shares**" has the meaning ascribed to it on the face page of this Agreement; and

"**Warrants**" has the meaning ascribed to it on the face page of this Agreement.

TERMS AND CONDITIONS

1. Compliance with Canadian Securities Laws and Certain Obligations of the Company.

(a) The Company represents and warrants to, and covenants and agrees with, the Underwriters that the Company has prepared and will promptly, and in any event no later than 5:00 p.m. (Toronto time) on the day of the execution and delivery of this Agreement, file the Preliminary Prospectus and will obtain pursuant to NP 11-202, a decision document evidencing the issuance by the Securities Regulators of receipts for the Preliminary Prospectus. The Company covenants to prepare and file the Final Prospectus and will obtain, pursuant to NP 11-202, a decision document evidencing the issuance by the Securities Regulators of receipts for the Final Prospectus, as soon as possible and not later than 5:00 p.m. (Toronto time) on November 1, 2022, or such later date upon which the Company and the Underwriters may agree in writing.

(b) Any offer for sale or sale of the Offered Securities in the United States or to or for the account or benefit of a U.S. Person or a person in the United States will be made solely pursuant to the U.S. Private Placement Memorandum and in accordance with Schedule "A" attached hereto and the Company shall comply in respect of any such offer for sale or sale with the U.S. Private Placement Memorandum and Schedule "A" attached hereto, which terms and conditions are hereby incorporated by reference in and form a part of this Agreement.

(c) The Company shall comply with all Securities Laws, including as to the filing of any notices or forms, on a timely basis in connection with the distribution of the Offered Securities so that the distribution of the Offered Securities in the selling jurisdictions outside of Canada and the United States may lawfully occur so as not to require the Company to comply with the registration, prospectus, continuous disclosure or other similar requirements under the applicable Securities Laws of such other selling jurisdictions outside of Canada and the United States or subject the Company (or any of its directors, officers or employees) to any inquiry, investigation or proceeding of any securities regulatory authority, stock exchange or other authority under the applicable Securities Laws of such other selling jurisdictions outside of Canada and the United States.

2. Due Diligence. Prior to the filing or delivery, as applicable, of any Offering Document, the Company shall permit the Underwriters to review such Offering Document and shall allow the Underwriters to conduct any due diligence investigations which they reasonably require in order to fulfil their obligations as underwriters under Canadian Securities Laws and in order to enable them to responsibly execute the certificate in such Offering Document required to be executed by them, as applicable. Without limiting the generality of the foregoing, the Company will make available its directors, senior management, advisors, auditors, technical consultants and legal counsel to answer any questions which the Underwriters may have and to participate in one or more due diligence sessions to be held prior to filing the Preliminary Prospectus, Final Prospectus or any Supplementary Material thereto.

3. Distribution and Certain Obligations of the Underwriters. The Underwriters hereby severally, and not jointly, nor jointly and severally, covenant and agree with the Company, the following:

(a) The Underwriters shall, and shall require any Selling Firm to, comply with Canadian Securities Laws in connection with the distribution of the Offered Securities and shall offer the Offered Securities for sale to the public directly in the Qualifying Jurisdictions and through Selling Firms upon the terms and conditions set out in the Prospectus and this Agreement. The Underwriters shall: (i) use all reasonable efforts to complete and to cause each Selling Firm to complete the distribution of the Offered Securities as soon as reasonably practicable; and (ii) promptly notify the Company when, in their opinion, the Underwriters and the Selling Firms have ceased distribution of the Offered Securities and provide a breakdown of the number of Offered Securities distributed in each of the Qualifying Jurisdictions where such breakdown is required for the purpose of calculating fees payable to the Securities Regulators.

(b) The Underwriters shall, and shall require any Selling Firm to, offer for sale and sell the Offered Securities in the United States or to, or for the account or benefit of, a U.S. Person or a person in the United States through their duly-registered U.S. Affiliates, pursuant to applicable exemptions from the registration requirements of and in accordance with the registration and qualification requirements of applicable U.S. Securities Laws. Any offer for sale or sale of the Offered Securities in the United States or to, or for the account or benefit of, a U.S. Person or a person in the United States will be made solely pursuant to the U.S. Private Placement Memorandum and in accordance with Schedule "A" attached hereto, and the Underwriters shall, and shall require any Selling Firm to, comply in respect of any such offer for sale or sale with the U.S. Private Placement Memorandum and Schedule "A" attached hereto, which terms and conditions are hereby incorporated by reference in and form a part of this Agreement.

(c) The Underwriters shall, and shall require any Selling Firm to, offer for sale to the public and sell the Offered Securities only in those jurisdictions where they may be lawfully offered for sale or sold. The Underwriters shall, and shall require any Selling Firm to, distribute the Offered Securities in a manner which complies, in all material respects, with and observes all applicable laws and regulations in each jurisdiction into and from which they may offer to sell the Offered Securities or distribute the Offering Documents in connection with the distribution of the Offered Securities and will not, directly or indirectly, offer, sell or deliver any Offered Securities or deliver the Offering Documents to any person in any jurisdiction other than in the Qualifying Jurisdictions or the United States except in a manner which will not require the Company to comply with the registration, prospectus, continuous disclosure or other similar requirements under the applicable securities laws of such other jurisdictions, in all material respects.

(d) For the purposes of this Section 3, the Underwriters shall be entitled to assume the accuracy of the Company's representations and warranties hereunder and compliance by the Company with its obligations hereunder and that the Offered Securities and the Over-Allotment Option are qualified for distribution in any Qualifying Jurisdiction where a receipt or similar document for the Preliminary Prospectus and the Final Prospectus shall have been obtained from the applicable Securities Regulators (including a decision document for the Preliminary Prospectus and the Final Prospectus issued under NP 11-202) following the filing of the Preliminary Prospectus and the Final Prospectus unless otherwise notified in writing.

(e) No Underwriter shall be liable to the Company under this Section 3 with respect to a breach or default by any of the other Underwriters or any Selling Firm appointed by such other Underwriters.

4. Deliveries on Filing and Related Matters.

(a) The Company shall deliver to the Underwriters:

(i) concurrently with the filing thereof, a copy of the Preliminary Prospectus and the Final Prospectus in the English language signed and certified by the Company as required by Canadian Securities Laws;

(ii) concurrently with the filing thereof, a copy of any Supplementary Material required to be filed by the Company in compliance with Canadian Securities Laws;

(iii) concurrently with the filing of the Preliminary Prospectus and the Final Prospectus with the Securities Regulators, a copy of the preliminary U.S. Private Placement Memorandum and the final U.S. Private Placement Memorandum, respectively;

(iv) concurrently with the filing of the Final Prospectus with the Securities Regulators, a long form comfort letter dated the date of the Final Prospectus, in form and substance satisfactory to the Underwriters, acting reasonably, addressed to the Underwriters and the directors of the Company from each of the Company's Auditors and the Company's Former Auditors with respect to financial and accounting information relating to the Company contained in the Final Prospectus, which letter shall be based on a review by the Company's Auditors and the Company's Former Auditors within a cut-off date of not more than two Business Days prior to the date of the letter and which letter shall be in addition to the auditors' consent letter addressed to the Securities Regulators; and

(v) prior to the filing of the Final Prospectus with the Securities Regulators, copies of correspondence indicating that the application for the listing and posting for trading on the TSXV of the Unit Shares and the Warrant Shares has been approved subject only to satisfaction by the Company of certain standard post-closing conditions imposed by the TSXV.

(b) **Supplementary Material.** The Company shall also prepare and deliver promptly to the Underwriters copies of all Supplementary Material and of all Subsequent Disclosure Documents, signed and certified as applicable. Concurrently with the delivery of any Supplementary Material or filing by the Company of any Subsequent Disclosure Document, the Company shall deliver to the Underwriters, with respect to such Supplementary Material or Subsequent Disclosure Document, documents substantially similar to those referred to in Sections 4(a)(iii) and (iv).

(c) **Representations as to Marketing Document and Offering Documents.** Delivery of the Marketing Document and any Offering Documents by the Company shall constitute the representation and warranty of the Company to the Underwriters that, as at their respective dates of filing:

(i) all information and statements (except information and statements relating solely to the Underwriters and provided by the Underwriters in writing expressly for inclusion therein (the "**Underwriters Information**")) contained and incorporated by reference in the Marketing Document and the Offering Documents, as the case may be, are true and correct, in all material respects, and contain no misrepresentation and in the case of any Offering Document, constitute full, true and plain disclosure of all material facts relating to the Company and the Offering, the Offered Securities, and the Over-Allotment Option, as required by Canadian Securities Laws;

(ii) in the case of the Offering Documents, no material fact or information has been omitted therefrom (except the Underwriters Information) which is required to be stated in such disclosure or is necessary to make the statements or information contained in such disclosure not misleading in light of the circumstances under which they were made; and

(iii) except with respect to the Underwriters Information, such document complies with the requirements of applicable Securities Laws.

Such deliveries of any Offering Documents shall also constitute the Company's consent to the Underwriters' use of such Offering Documents in connection with the distribution of the Offered Securities and the Over-Allotment Option in compliance with this Agreement and the applicable Securities Laws unless otherwise advised in writing.

(d) Commercial Copies. The Company shall:

(i) cause commercial copies of the Preliminary Prospectus, the Final Prospectus, the preliminary U.S. Private Placement Memorandum, the final U.S. Private Placement Memorandum and any Supplementary Material to be delivered to the Underwriters without charge, in such numbers and in such cities in the Qualifying Jurisdictions as the Underwriters may reasonably request by instructions to the Company's commercial printer of the Preliminary Prospectus, the Final Prospectus, the preliminary U.S. Private Placement Memorandum, the final U.S. Private Placement Memorandum and any Supplementary Material given forthwith after the Underwriters has been advised that the Company has complied with applicable Canadian Securities Laws in the Qualifying Jurisdictions. Such delivery shall be effected as soon as possible and, in any event, on or before a date which is one Business Day after compliance with applicable Canadian Securities Laws in the Qualifying Jurisdictions with respect to the Preliminary Prospectus, the Final Prospectus, the preliminary U.S. Private Placement Memorandum and the final U.S. Private Placement Memorandum, and on or before a date which is two Business Days after the Securities Regulators issue receipts for or accept for filing, as the case may be, any Supplementary Material; and

(ii) cause to be provided to the Underwriters, without charge, such number of copies of any documents incorporated by reference in the Preliminary Prospectus, the Final Prospectus or any Supplementary Material the Underwriters may reasonably request for use in connection with the distribution of the Offered Securities.

(e) Press Releases. During the period commencing on the date hereof and until completion of the distribution of the Offered Securities, the Company will promptly provide to the Underwriters drafts of any press releases of the Company for review by the Underwriters and the Underwriters' counsel prior to issuance and the Company agrees that it shall obtain prior approval of the Underwriters, acting reasonably, as to the content and form of any press release to be issued in connection with the Offering. In addition, in order to comply with applicable U.S. Securities Laws, any press release announcing or otherwise concerning the Offering shall (i) only be released outside the United States; and (ii) include an appropriate notation on each page substantially as follows: "**Not for distribution to United States newswire services or for dissemination in the United States.** The securities have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**") or any state securities laws and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. Persons (as such term is defined in Regulation S under the U.S. Securities Act) unless registered under the U.S. Securities Act and applicable state securities laws or an exemption from such registration is available. This news release does not constitute an offer to sell or a solicitation of an offer to buy any of the securities in the United States or to, or for the account or benefit of, U.S. Persons."

(f) Marketing Materials. The Company and the Underwriters severally, and not jointly, nor jointly and severally, hereby covenant and agree:

(i) that during the period of distribution of the Offered Securities, the Company and the Underwriters shall approve in writing, prior to such time marketing materials are provided

to potential Purchasers, the template version of any marketing materials reasonably requested to be provided by the Underwriters to any potential Purchaser of Offered Securities, such marketing materials to comply with Canadian Securities Laws and such approval by the Company constituting the Underwriters' authority to use such marketing materials in connection with the Offering and to provide them to potential Purchasers of Offered Securities. The Company shall file a template version of such marketing materials with the Securities Regulators as soon as reasonably practicable after the template version of such marketing materials are so approved in writing by the Company and the Underwriters, and in any event on or before the day the marketing materials are first provided to any potential Purchaser of Offered Securities. If applicable, the Company and the Underwriters may agree that any comparables shall be redacted from the template version in accordance with NI 44-101 and NI 41-101 prior to filing such template version with the Securities Regulators and a complete template version containing such comparables and any disclosure relating to the comparables, if any, shall be delivered to the Securities Regulators by the Company;

(ii) not to provide any potential Purchaser of Offered Securities with any marketing materials unless a template version of such marketing materials has been filed by the Company with the Securities Regulators on or before the day such marketing materials are first provided to any potential Purchaser of Offered Securities; and

(iii) not to provide any potential Purchaser of Offered Securities with any materials or information in relation to the distribution of the Offered Securities or the Company other than: (a) such marketing materials that have been approved and filed in accordance with this Section; (b) any standard term sheets (provided they are in compliance with Canadian Securities Laws); and (c) the Offering Documents.

5. Material Changes.

(a) During the period commencing on the date hereof and until completion of the distribution of the Offered Securities, the Company shall promptly inform the Underwriters (and if requested by the Underwriters, confirm such notification in writing) of the full particulars of:

(i) any material change (actual, anticipated, contemplated, threatened, financial or otherwise) in the condition (financial or otherwise), properties, assets, liabilities (contingent or otherwise), obligations (whether absolute, accrued, conditional or otherwise), business, affairs, capital, ownership, control, management, operations, results of operations or prospects of the Company;

(ii) any material fact which has arisen or has been discovered (other than any Underwriters Information) and would have been required to have been stated in any Offering Document had the fact arisen or been discovered on, or prior to, the date of such document; and

(iii) any change in any material fact contained in the Offering Documents (other than any Underwriters Information) or any event or state of facts that has occurred after the date hereof, which, in any case, is, or may be, of such a nature as to render any of the Offering Documents untrue or misleading in any material respect or result in any misrepresentation in any of the Offering Documents, or which would result in any Offering Document not complying (to the extent that such compliance is required) with applicable Securities Laws.

(b) The Company will comply with Section 57 of the *Securities Act* (Ontario) and with the comparable provisions of the other Canadian Securities Laws, and the Company will prepare and file promptly any Supplementary Material which may be necessary and will otherwise comply with all legal

requirements necessary to continue to qualify the Offered Securities and the Over-Allotment Option for distribution in each of the Qualifying Jurisdictions.

(c) In addition to the provisions of Sections 5(a) and 5(b), the Company shall in good faith discuss with the Underwriters any change, event or fact contemplated in Section 5(a) and 5(b) which is of such a nature that there is or could be reasonable doubt as to whether notice should be given to the Underwriters under Section 5(a) and shall consult with the Underwriters with respect to the form and content of any amendment or other Supplementary Material proposed to be filed by the Company, it being understood and agreed that no such amendment or other Supplementary Material shall be filed with any Securities Regulator prior to the review thereof by the Underwriters and their counsel, acting reasonably.

(d) If during the period of distribution of the Offered Securities there shall be any change in Canadian Securities Laws which, in the opinion of the Underwriters, acting reasonably, requires the filing of any Supplementary Material, upon written notice from the Underwriters, the Company shall, to the satisfaction of the Underwriters and their counsel, acting reasonably, promptly prepare and file any such Supplementary Material with the appropriate Securities Regulators where such filing is required.

(e) During the period commencing on the date hereof and until completion of the distribution of the Offered Securities, the Company shall promptly inform the Underwriters (and if requested by the Underwriters, confirm such notification in writing) if any of the representations or warranties made by the Company in this Agreement shall no longer be true and correct in all material respects at any particular time (after giving effect to the transactions contemplated by this Agreement).

6. Covenants of the Company. The Company hereby covenants to the Underwriters that:

(a) the Company will advise the Underwriters, promptly after receiving notice thereof, of the time when the Preliminary Prospectus, the Final Prospectus and any Supplementary Material has been filed and receipts therefor have been obtained pursuant to NP 11-202 and will provide evidence reasonably satisfactory to the Underwriters of each such filing and copies of such receipts;

(b) the Company will advise the Underwriters, promptly after receiving notice or obtaining knowledge thereof, of:

(i) the issuance by any applicable securities regulatory authority of any order suspending or preventing the use of any Offering Document;

(ii) the issuance by any applicable securities regulatory authority of any order suspending the qualification of the Offered Securities or the Over-Allotment Option in any of the Qualifying Jurisdictions, suspending the distribution of the Offered Securities or the Over-Allotment Option or suspending the trading of any securities of the Company;

(iii) the institution, threatening or contemplation of any proceeding for any such purposes; or

(iv) any requests made by any applicable securities regulatory authority for amending or supplementing any Offering Document or for additional information,

and will use its best efforts to prevent the issuance of any order referred to in (i) or (ii) above and, if any such order is issued, to obtain the withdrawal thereof as quickly as possible;

(c) until completion of the distribution of the Offered Securities, the Company will promptly take, or cause to be taken, all commercially reasonable additional steps and proceedings that may from time to time be required under Canadian Securities Laws to continue to qualify the distribution of the

Offered Securities and the Over-Allotment Option in the Qualifying Jurisdictions or, in the event that the Offered Securities or the Over-Allotment Option have, for any reason, ceased so to qualify, to so qualify again for distribution in the Qualifying Jurisdictions;

(d) the Company will ensure that the necessary regulatory and third party consents, approvals, permits and authorizations, including under applicable Securities Laws, and legal requirements in connection with the transactions contemplated by this Agreement are obtained or fulfilled on or prior to the Closing Time and will make all necessary filings (including post-closing filings pursuant to applicable Securities Laws, including the "blue sky laws" in the United States and the rules and policies of the TSXV), take or cause to be taken all action required to be taken by the Company and pay all filing fees required to be paid in connection with the transactions contemplated by this Agreement;

(e) The Company will use its reasonable commercial efforts to maintain its status as a "reporting issuer" (or the equivalent thereof) not in default of the requirements of the Securities Laws in each of the Qualifying Jurisdictions, until the date that is two years following the Closing Date, provided that this covenant shall not prevent the Company from completing any transaction which would result in the Company ceasing to be a "reporting issuer" so long as the holders of Common Shares receive securities of an entity which is listed on a stock exchange in Canada, or cash, or the holders of the Common Shares have approved the transaction in accordance with the requirements of applicable corporate laws and the policies of the TSXV;

(f) The Company will use its reasonable commercial efforts to maintain the listing of the Common Shares for trading on the TSXV for a period of two years following the Closing Date, provided that this covenant shall not prevent the Company from (i) completing any transaction which would result in the Common Shares ceasing to be listed so long as the holders of Common Shares receive securities of an entity which is listed on a stock exchange in Canada, or cash, or the holders of the Common Shares have approved the transaction in accordance with the requirements of applicable corporate laws and the policies of the TSXV or (ii) graduating to the Toronto Stock Exchange. The Company will ensure that the Unit Shares, and the Warrant Shares are conditionally approved for listing and trading on the TSXV on or prior to the Closing Date.

(g) the Company will duly execute and deliver each of the Transaction Documents at the Closing Time (other than this Agreement, which shall be executed prior to the Closing Time) and any certificates evidencing Warrants, if applicable, at the Closing Time and the Option Closing Time, as applicable, and comply with and satisfy all terms, conditions and covenants herein and therein contained to be complied with or satisfied by the Company, respectively;

(h) the Company will ensure that the Unit Shares upon issuance shall be duly and validly authorized and issued as fully paid and non-assessable Common Shares;

(i) the Company will ensure that the Warrants upon issuance shall be duly and validly created, authorized and issued and shall have the attributes corresponding to the description thereof set forth in this Agreement and the Warrant Indenture;

(j) the Company will ensure, at all times until the Expiry Date, that sufficient Warrant Shares are authorized and allotted for issuance upon due and proper exercise of the Warrants. The Warrant Shares, upon issuance in accordance with the terms of the Warrant Indenture, shall be duly and validly issued as fully paid and non-assessable Common Shares;

(k) The Company will not, without the prior written consent of the Co-Lead Underwriters, on behalf of the Underwriters, such consent not to be unreasonably withheld, directly or indirectly, during the period ending 90 days after the Closing Date: (A) create, allot, authorize, offer, issue, secure, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract

to sell, grant any option, right or warrant to purchase, or otherwise lend, transfer or dispose of, directly or indirectly, any Common Shares, rights to purchase such Common Shares or any securities convertible into or exercisable or exchangeable for such Common Shares; or (B) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities, whether any such transaction described in clause (A) or (B) above is to be settled by delivery of such Common Shares or such other securities or interests, in cash or otherwise, or agree to do any of the foregoing, except in conjunction with (i) the grant or exercise or vesting of stock options, restricted share units, deferred share units and other similar issuances pursuant to the equity incentive plans of the Company and other securities-based compensation arrangements; (ii) the exercise or conversion of outstanding convertible securities as at the date of the Engagement Letter; and (iii) any obligations in respect of existing agreements as at the date of the Engagement Letter (including for greater certainty, the obligations in respect of the Offering);

(l) the Company will apply the net proceeds of the Offering substantially in the manner specified in the Final Prospectus under the heading "Use of Proceeds";

(m) the Company will fulfil or cause to be fulfilled to the extent within its power to fulfil, at or prior to the Closing Time or the Option Closing Time, as applicable, each of the conditions set out in Sections 9 and 10; and

(n) the Company will ensure that the Offered Securities and the Over-Allotment Option have the attributes corresponding in all material respects to the description thereof set forth in the Prospectus.

7. (a) Representations and Warranties of the Company. The Company hereby represents and warrants to the Underwriters and acknowledges that the Underwriters are relying upon such representations and warranties in connection with the Offering, that:

General Matters

(i) *Good Standing of the Company*. The Company: (i) has been continued under the Act and is up-to-date in all material corporate filings and in good standing under the Act; (ii) has all requisite corporate power and capacity to carry on its business as now conducted and to own, lease and operate its properties and assets; (iii) has all requisite corporate power and capacity to create, issue and sell, as applicable, the Offered Securities and to enter into and carry out its obligations under the Transaction Documents.

(ii) *No Subsidiaries.* The Corporation has no subsidiaries and holds no marketable securities.

(iii) *Carrying on Business.* The Company is, in all material respects, conducting its business in compliance with all applicable laws, rules and regulations (including all material applicable federal, provincial, municipal, and local environmental anti-pollution and licensing laws, regulations and other lawful requirements of any governmental or regulatory body, including but not limited to relevant exploration, concessions and permits) of each jurisdiction in which its business is carried on and is licensed, registered or qualified in all jurisdictions in which it owns, leases or operates its properties or carries on business to enable its business to be carried on as now conducted and proposed to be conducted and its properties and assets to be owned, leased and operated and all such licences, registrations and qualifications are valid, subsisting and in good standing and it has not received a notice of non-compliance, nor knows of, nor has reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such laws, regulations or permits.

(iv) *No Proceedings for Dissolution.* No proceedings have been taken, instituted or, are pending for the dissolution, liquidation or winding up of the Company.

(v) *Freedom to Compete.* The Company is not a party to or bound or affected by any commitment, agreement or document containing any covenant which expressly limits the freedom of the Company to compete in any line of business, transfer or move any of its assets or operations or which would have a Material Adverse Effect.

(vi) *Share Capital of the Company.* The Company is authorized to issue an unlimited number of first preferred shares, second preferred shares, and Common Shares without par value, of which, as of the close of business on October 24, 2022, nil first preferred shares, nil second preferred shares, and 213,072,990 Common Shares were outstanding as fully paid and non-assessable shares of the Company.

(vii) *Absence of Rights*. Except in respect of 14,793,717 stock options and 4,052,374 common share purchase warrants of the Company issued and outstanding on the date hereof, no person now has any agreement or option or right or privilege (whether at law, pre-emptive or contractual) capable of becoming an agreement for the purchase, subscription or issuance of, or conversion into, any unissued shares, securities, warrants or convertible obligations of any nature of the Company and the Offered Securities upon issuance, will not be issued in violation of or subject to any pre-emptive rights or contractual rights to purchase securities issued by the Company.

(viii) *Common Shares are Listed.* The currently issued and outstanding Common Shares are listed and posted for trading on the TSXV in Canada, the OTCQX in the United States, and the Borst Frankfurt in Germany, and no order ceasing or suspending trading in the Common Shares or prohibiting the sale of the Offered Securities has been issued, and to the best knowledge of the Company, no proceedings for such purpose have been threatened or are pending.

(ix) *TSXV Compliance.* The Company has not taken any action which would be reasonably expected to result in the delisting or suspension of the Common Shares on or from the TSXV and the Company is currently in compliance, in all material respects, with the rules and regulations of the TSXV.

(x) *Reporting Issuer Status.* The Company is a "reporting issuer", not included in a list of defaulting reporting issuers maintained by the Securities Regulators in each of the provinces of British Columbia, Alberta and Ontario, and in particular, without limiting the foregoing, the Company has at all times complied, in all material respects, with its obligations to make timely disclosure of all material changes and material facts relating to it and there is no material change or material fact relating to the Company which has occurred and with respect to which the requisite news release has not been disseminated or material change report, as applicable, has not been filed with the Securities Regulators in each of the provinces of British Columbia, Alberta and Ontario.

(xi) *Short Form Prospectus Eligibility.* The Company is eligible to file a short form prospectus in each of the Qualifying Jurisdictions pursuant to Canadian Securities Laws.

(xii) *No Voting Control*. The Company is not a party to any agreement, nor is the Company aware of any agreement, which in any manner affects the voting control of any of the securities of the Company.

(xiii) *Transfer Agent and Warrant Agent*. Odyssey Trust Company has been duly appointed as the registrar and transfer agent in respect of the Common Shares and has been duly appointed as the warrant agent in respect of the Warrants.

(xiv) *Corporate Actions.* All necessary corporate action has been taken or will have been taken prior to the Closing Time by the Company so as to: (i) validly issue the Unit Shares as fully paid and non-assessable Common Shares; (ii) validly create, authorize and issue the Warrants on Closing; and (iii) allot and authorize the issuance of the Warrant Shares as fully paid and non-assessable

Common Shares upon the due exercise of the Warrants in accordance with the terms of the Warrant Indenture.

(xv) *Valid and Binding Documents*. Each of the execution and delivery of each of the Transaction Documents and the performance of the transactions contemplated hereby and thereby have been authorized by all necessary corporate action of the Company and upon the execution and delivery thereof shall constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms, provided that enforcement thereof may be limited by bankruptcy, insolvency and other laws affecting creditors' rights generally, that specific performance and other equitable remedies may only be granted in the discretion of a court of competent jurisdiction, and that the provisions relating to indemnity, contribution and waiver of contribution may be unenforceable.

(xvi) *All Consents and Approvals.* All consents, approvals, permits, authorizations or filings as may be required under Securities Laws necessary for: (i) the execution and delivery of the Transaction Documents; (ii) the issuance, creation, sale and delivery, as applicable, of the Unit Shares, the Warrants, the Warrant Shares; and (iii) the consummation of the transactions contemplated hereby and thereby, have been made or obtained, as applicable, other than filings required to be submitted within the applicable time frame pursuant to applicable Securities Laws.

(xvii) *Offering Documents*. Each of the Preliminary Prospectus, the Final Prospectus, the U.S. Private Placement Memorandum and the Marketing Document, the execution and filing of each of the Preliminary Prospectus and the Final Prospectus and the filing of the Marketing Document with the Securities Regulators and the delivery of the U.S. Private Placement Memorandum have been or will be prior to the filing or use thereof duly approved and authorized by all necessary corporate action of the Company, and the Preliminary Prospectus and the Final Prospectus will be duly executed by and filed on behalf of the Company.

(xviii) *Validly Issued Unit Shares*. The Unit Shares have been duly and validly authorized for issuance and sale and when issued and delivered by the Company pursuant to this Agreement, against payment of the consideration set forth herein, the Unit Shares will be validly issued as fully paid and non-assessable Common Shares.

(xix) *Validly Issued Warrants*. The Warrants have been duly and validly created and authorized for issuance and sale and when issued and delivered by the Company pursuant to this Agreement and the Warrant Indenture, against payment of the consideration set forth herein, the Warrants will be validly issued.

(xx) *Validly Authorized Warrant Shares*. The Warrant Shares to be issued and sold have been duly and validly authorized and reserved for issuance and, upon exercise of the Warrants in accordance with their terms and when issued and delivered by the Company, the Warrant Shares will be validly issued as fully paid and non-assessable Common Shares.

(xxi) *Material Agreements.* All of the Material Agreements of the Company required to be disclosed under Securities Laws have been disclosed in the Public Disclosure Documents and the Prospectus and each is valid, subsisting, in good standing and in full force and effect, enforceable in accordance with the terms thereof. The Company has performed all obligations (including payment obligations) in a timely manner under, and is in compliance with all material terms and conditions contained in each Material Agreement. The Company is not in violation, breach or default nor has it received any notification from any party claiming that the Company is in violation, breach or default under any Material Agreement (save and except for any minor violations, breaches or defaults which, individually or in the aggregate, would not give rise to a Material Adverse Effect) and no other party, to the knowledge of the Company, is in breach, violation or default of any material term under any Material Agreement.

(xxii) *Absence of Breach or Default.* The Company is not in breach or default of, and the execution and delivery of the Transaction Documents, and the performance by the Company of its obligations hereunder or thereunder, the issue and sale of the Unit Shares, the Warrants, and the Warrant Shares, and the consummation of the transactions contemplated hereby and thereby do not and will not conflict with or result in a breach or violation of any of the terms of or provisions of, or constitute a default under, (whether after notice or lapse of time or both), (i) any statute, rule or regulation applicable to the Company, including Securities Laws; (ii) the constating documents, articles or resolutions of the Company which are in effect at the date of hereof; (iii) any Material Agreement; or (iv) any judgment, decree or order binding the Company or the properties or assets of the Company.

(xxiii) *No Actions or Proceedings.* There are no material actions, proceedings or investigations (whether or not purportedly by or on behalf of the Company) currently outstanding, or to the best knowledge of the Company, threatened or pending, against the Company at law or in equity (whether in any court, arbitration or similar tribunal) or before or by any Governmental Entity. There are no judgments or orders against the Company which are unsatisfied, nor are there any consent decrees or injunctions to which the Company or its properties or assets, including but not limited to the PAK Lithium Project, are subject.

(xxiv) *Financial Statements.* The audited annual financial statements of the Company for the fiscal years ended March 31, 2022 and 2021, together with the notes thereto and the report of the Company's Auditors and the report of the Company's Former Auditors, as applicable, thereon, and the unaudited consolidated financial statements as at and for the three month period ended June 30, 2022, together with the notes thereto (collectively, the "**Financial Statements**"), contain no misrepresentations, present fairly, in all material respects, the financial position of the Company (on a consolidated basis) for the periods then ended and have been prepared in accordance with International Financial Reporting Standards, applied on a consistent basis throughout the periods involved.

(xxv) *No Material Changes*. Since March 31, 2022:

A. there has not been any material change in the assets, liabilities, obligations (absolute, accrued, contingent or otherwise), business, condition (financial or otherwise) or results of operations of the Company;

B. there has not been any material change in the capital stock or long-term debt of the Company; and

C. the Company has carried on its business in the ordinary course.

(xxvi) *No Off-Balance Sheet Arrangements*. There are no material off-balance sheet transactions, arrangements, obligations (including contingent obligations) or liabilities of the Company which are required to be disclosed and are not disclosed or reflected in the Financial Statements.

(xxvii) *Internal Accounting Controls.* The Company is in compliance, in all material respects, with National Instrument 52-109 – *Certification of Disclosure in Issuers' Annual and Interim Filings* of the Canadian Securities Administrators, as applicable to the Company.

(xxviii) *Accounting Policies.* There has been no change in accounting policies or practices of the Company since June 30, 2022.

(xxix) *Purchases and Sales.* The Company has not approved or has entered into any agreement in respect of, and does not have any knowledge of:

A. the purchase of any material property or any interest therein, or the sale, transfer or other disposition of any material property or any interest therein currently owned, directly or indirectly, by the Company whether by asset sale, transfer of shares, or otherwise;

B. the change of control (by sale or transfer of Common Shares or sale of all or substantially all of the assets of the Company or otherwise) of the Company; or

C. a proposed or planned disposition of Common Shares by any shareholder who owns, directly or indirectly, 10% or more of the outstanding Common Shares.

(xxx) *No Loans or Non-Arm's Length Transactions*. The Company is not a party to any Debt Instrument or has any material loans or other material indebtedness outstanding which has been made to any of its shareholders, officers, directors or employees, past or present, or any person not dealing at arm's length with the Company.

(xxxi) *Dividends.* Other than as disclosed in the Prospectus, there is not, in the constating documents of the Company or in any Material Agreement, or other instrument or document to which the Company is a party, any restriction upon or impediment to, the declaration of dividends by the directors of the Company or the payment of dividends by the Company to the holders of the Common Shares.

(xxxii) *Independent Auditors*. The Company's Auditors are independent public accountants as required by the Securities Laws and no "reportable event" (within the meaning of National Instrument 51-102 – *Continuous Disclosure Obligations* of the Canadian Securities Administrators) has occurred.

(xxxiii) *Former Auditors*. The Company's Former Auditors were, at the time of their engagement, independent public accountants as required by the Canadian Securities Laws and there were no material disagreements, no outstanding issues and no "reportable events" (within the meaning of NI 51-102) with respect to the Company's Former Auditors and all forms, notices, letters and other necessary disclosure required to be filed and made, as applicable, in connection with the Company's change of auditors from the Company's Former Auditors to the Company's Auditors have been filed and made, as applicable, as required under NI 51-102.

(xxxiv) *Insurance.* The Company maintains insurance against such losses, risks and damages to its properties and assets in such amounts that are customary for the business in which it is engaged and on a basis consistent with reasonably prudent persons in comparable businesses, and all of the policies in respect of such insurance coverage are in good standing, in full force and effect in all respects and not in default. The Company is in compliance with the terms of such policies and instruments in all material respects and there are no material claims by the Company under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights clause.

(xxxv) *Leased Premises.* There are no premises which are material to the Company and which the Company occupies as a tenant.

(xxxvi) *Taxes.* All taxes (including income tax, capital tax, payroll taxes, employer health tax, workers' compensation payments, property taxes, custom and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto (collectively, "**Taxes**") due and payable by the Company have been paid, except where the failure to do so would not give rise to a Material Adverse Effect. All tax returns, declarations, remittances and filings required to be filed by the Company have been filed with all appropriate governmental authorities and all such

returns, declarations, remittances and filings are complete and accurate in all material respects and no material fact or facts have been omitted therefrom which would make any of them misleading. To the best of the knowledge of the Company, no examination of any tax return of the Company is currently in progress and there are no issues or disputes outstanding with any governmental authority respecting any taxes that have been paid, or may be payable, by the Company, except where such examinations, issues or disputes, individually or collectively, would not have a Material Adverse Effect.

(xxxvii) *Compliance with Laws, Filings and Fees.* The Company has complied in all material respects with all relevant statutory and regulatory requirements required to be complied with prior to the Closing Time in connection with the Offering. All material filings and fees required to be made and paid by the Company pursuant to Securities Laws and general corporate law have been made and paid. The Company is not aware of any legislation, or proposed legislation published by a legislative body, which it anticipates will have a Material Adverse Effect.

(xxxviii) *Anti-Bribery Laws.* Neither the Company nor, to the knowledge of the Company, any director, officer, employee, consultant, representative or agent of the foregoing, has (i) violated any anti-bribery or anti-corruption laws applicable to the Company, including *Canada's Corruption of Foreign Public Officials Act*; or (ii) offered, paid, promised to pay, or authorized the payment of any money, or offered, given, promised to give, or authorized the giving of anything of value, that goes beyond what is reasonable and customary and/or of modest value: (X) to any Government Official, whether directly or through any other person, for the purpose of influencing any act or decision of a Government Official in his or her official capacity; inducing a Government Official to do or omit to do any act in violation of his or her lawful duties; securing any improper advantage; inducing a Government Official to influence or affect any act or decision of any Governmental Entity; or assisting any representative of the Company in obtaining or retaining business for or with, or directing business to, any person; or (Y) to any person in a manner which would constitute or have the purpose or effect of public or commercial bribery, or the acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage. Neither the Company nor, to the knowledge of the Company, any director, officer, employee, consultant, representative or agent of the foregoing, has (i) conducted or initiated any review, audit, or internal investigation that concluded the Company, or any director, officer, employee, consultant, representative or agent of the foregoing violated such laws or committed any material wrongdoing; or (ii) made a voluntary, directed, or involuntary disclosure to any Governmental Entity responsible for enforcing anti-bribery or anti-corruption laws, in each case with respect to any alleged act or omission arising under or relating to non-compliance with any such laws, or received any notice, request, or citation from any person alleging non-compliance with any such laws.

(xxxix) *Anti-Money Laundering.* The operations of the Company are and have been conducted at all times in compliance with applicable financial record-keeping and reporting requirements of the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) and the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any Governmental Entity (collectively, the "**Money Laundering Laws**") and no action, suit or proceeding by or before any Governmental Entity or any arbitrator involving the Company with respect to the Money Laundering Laws is pending or, to the best knowledge of the Company, threatened.

(xl) *Directors and Officers.* To the best of the Company's knowledge, none of the directors or officers of the Company are now, or within the ten years before the date of this Agreement, have been: (i) subject to an order or ruling of any securities regulatory authority or stock exchange prohibiting such individual from acting as a director or officer of a public company or of a company listed on

a particular stock exchange; or (ii) subject to an order preventing, ceasing or suspending trading in any securities of the Company or other public company.

(xli) *Related Parties*. To the knowledge of the Company, none of the directors, officers or employees of the Company, any known holder of more than 10% of any class of shares of the Company, or any known associate or affiliate of any of the foregoing persons or companies, has had any material interest, direct or indirect, in any material transaction within the previous two years or any proposed material transaction with the Company which, as the case may be, materially affected, is material to or will materially affect the Company.

(xlii) *Fees and Commissions*. Other than the Underwriters (or any members of their Selling Group) pursuant to this Agreement, there is no person acting or purporting to act at the request of the Company who is entitled to any brokerage, finder, agency or other fiscal advisory or similar fee in connection with the Offering or transactions contemplated herein.

(xliii) *Entitlement to Proceeds*. Other than the Company, there is no person that is or will be entitled to the proceeds of the Offering, including under the terms of any Debt Instrument, Material Agreement, or other instrument or document (written or unwritten);

(xliv) *Continuous Disclosure.* The Company is in compliance in all material respects with its continuous disclosure obligations under Securities Laws and, without limiting the generality of the foregoing, there has not occurred an adverse material change, financial or otherwise, in the assets, liabilities (contingent or otherwise), business, financial condition or capital of the Company which has not been publicly disclosed and the information and statements in the Public Disclosure Documents were true and, except for refiled or subsequently filed disclosure documents, correct as of the respective dates of such information and statements and at the time such documents were filed on SEDAR, did not contain any misrepresentations and no material facts have been omitted therefrom which would make such information materially misleading as of the respective dates of such information and statements, and the Company has not filed any confidential material change reports which remain confidential as at the date hereof. The Company is not aware of any circumstances presently existing under which liability is or would reasonably be expected to be incurred under Part XXIII.1 – *Civil Liability for Secondary Market Disclosure* of the *Securities Act* (Ontario) and analogous provisions under Canadian Securities Laws.

(xlv) *Forward-Looking Information*. With respect to forward-looking information contained in the Company's Public Disclosure Documents and the Offering Documents:

A. the Company had a reasonable basis for the forward-looking information at the time the disclosure was made;

B. all forward-looking information is identified as such, and all such documents caution users of forward-looking information that actual results may vary from the forward-looking information, identify material risk factors that could cause actual results to differ materially from the forward-looking information, and state the material factors or assumptions used to develop the forward-looking information;

C. the future-oriented financial information or financial outlook contained therein is limited to a period for which the information can be reasonably estimated; and

D. the Company has updated such forward-looking information as required by and in compliance with applicable Canadian Securities Laws.

(xlvi) *Corporate Disclosure.* All information which has been prepared by the Company relating to the Company and its business, properties and liabilities, including the minute books and records, and

provided to the Underwriters and their counsel, Cassels Brock & Blackwell LLP, for the purposes of their due diligence review including all financial, marketing, sales and operational information provided by the Company are, as of the date of such information, true and correct in all material respects, and no material facts or documents have been omitted therefrom which would make such information incomplete or materially misleading.

Mining and Environmental Matters

(xlvii) *Accurately Described Mining Interests.* All of the mineral interests, assets, and infrastructure that comprise the PAK Lithium Project held by the Company are accurately and fully described in the Prospectus.

(xlviii) *Properties and Assets.* The Company is the registered owner of, and has good and marketable title to, the mining claims and mining leases in respect of the PAK Lithium Project as described in the Public Disclosure Documents and the Prospectus and such mineral interests are free of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands whatsoever, and no other property rights (including surface or access rights) are necessary for the conduct of the business of the Company as currently conducted; the Company does not know of any claim or basis for any claim that might or could adversely affect the right of the Company to use, transfer, access or otherwise exploit such mineral interests; and, except for certain royalty obligations disclosed in the Technical Report, the Company has not and will not have any responsibility or obligation to pay any commission, royalty, licence fee or similar payment to any person with respect to the property rights thereof.

(xlix) *Mineral Title Documents.* The Company holds mining leases, claims, licenses and permits recognized in Ontario in respect of the specified minerals (as described in the Public Disclosure Documents and the Prospectus) located on the PAK Lithium Project in which the Company has an interest under valid, subsisting and enforceable title documents sufficient to permit the Company to access the PAK Lithium Project and explore minerals relating thereto, as it is currently conducted, except where the failure to have such title documents evidencing such rights or interests would not have a Material Adverse Effect; all such mining leases, claims, licenses and permits in which the Company has any interests or rights have been validly located and recorded in accordance with all applicable laws and are valid, subsisting and in good standing.

(l) *Possession of Permits and Authorizations*. The Company has obtained all Permits necessary to carry on the business of the Company as it is currently conducted. The Company is in compliance with the terms and conditions of all such Permits except where such non-compliance would not reasonably be expected to have a Material Adverse Effect. All of such Permits issued to date are valid, subsisting, in good standing and in full force and effect and the Company has not received any notice of proceedings relating to the revocation or modification of any such Permits or any notice advising of the refusal to grant or as to the adverse modification of any Permit that has been applied for or is in process of being granted and the Company anticipates receiving any such Permit that has been applied for or is in the process of being granted in the ordinary course of business.

(li) *Required Payments.* All payment obligations (including but not limited to maintain the Permits and mining claims and mining leases in the PAK Lithium Project) due or payable on or prior to the date hereof with respect to the PAK Lithium Project have been properly and timely paid.

(lii) *No Expropriation*. No part of the properties, mining claims, mining leases, or Permits of the Company have been taken, revoked, condemned or expropriated by any Governmental Entity nor has any written notice or proceedings in respect thereof been given or commenced, or to the knowledge of the Company, been threatened or is pending, nor does the Company have any knowledge of the intent or proposal to give such notice or commence any such proceedings.

(liii) *Community Relationships.* The Company maintains open lines of communications with the communities and persons (including, but not limited to, any indigenous or native communities and persons) affected by or located on the PAK Lithium Project in all material respects, and the Company is not aware of any material complaints, issues, or proceedings, which are ongoing or anticipated which could have the effect of interfering, delaying or impairing the ability to explore, develop and operate the PAK Lithium Project, and the Company does not anticipate any material issues or liabilities to arise that would adversely affect the ability to explore, develop and operate the PAK Lithium Project;

(liv) *Government Relationships.* The Company maintains a good working relationship with all Governmental Entities in the jurisdiction in which the PAK Lithium Project is located. All such government relationships are intact and mutually cooperative and, to the knowledge of the Company, there exists no condition or state of fact or circumstances in respect thereof, that would prevent the Company from conducting its business and all activities in connection with the PAK Lithium Project as currently conducted or proposed to be conducted and there exists no actual or, to the knowledge of the Company, threatened termination, limitation, modification or material change in the working relationship with any Governmental Entities.

(lv) *COVID-19.* Except as mandated by or in conformity with the recommendations of a Governmental Entity, which government mandates have not materially affected the Company, there has been no closure or suspension of the operations or workforce productivity of the Company as a result of the novel coronavirus disease outbreak (the "**COVID-19 Outbreak**"). The Company has been monitoring the COVID-19 Outbreak and the potential impact at all of its operations and has put appropriate control measures in place to ensure the wellness of all of its employees and surrounding communities where the Company operates while continuing to operate.

(lvi) *Environmental Matters*.

A. The Company is in material compliance with all Environmental Laws and all operations on the properties of the Company, carried on by or on behalf of the Company, have been conducted in all material respects in accordance with good mining and engineering practices;

B. The Company has not used, except in material compliance with all Environmental Laws and Permits, any properties or facilities 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;

C. The Company nor, to the knowledge of the Company, any predecessor companies, have received any notice of, or been prosecuted for an offence alleging, non-compliance with any laws, ordinances, regulations and orders, including Environmental Laws, and neither the Company, nor to the knowledge of the Company, any predecessor companies, have 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 Company and the Company has not received notice of any of the same;

D. There have been no past unresolved claims, complaints, notices or requests for information received by the Company with respect to any alleged material violation of any Environmental Laws, and to the best knowledge of the Company, none that are threatened or pending; and no conditions exist at, on or under any properties now or previously owned, operated or leased by the Company which, with the passage of time, or the giving of notice

or both, would give rise to liability under any law, statute, order, regulation, ordinance or decree that, individually or in the aggregate, has or would have a Material Adverse Effect;

E. The Company has 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 law including any Environmental Laws. The Company has not received any request for information in connection with any federal, state, municipal or local inquiries as to disposal sites; and

F. There are no environmental audits, evaluations, assessments, studies or tests relating to the Company except for ongoing assessments conducted by or on behalf of the Company in the ordinary course.

(lvii) *Scientific and Technical Information*. The Company is in compliance, in all material respects, with the provisions of NI 43-101 and has filed all technical reports in respect of its material properties required to be filed under NI 43-101. The Technical Report complied in all material respects with the requirements of NI 43-101 as of the date of its filing and there is no new material scientific or technical information concerning the PAK Lithium Project since the date of the Technical Report that in and of itself requires the Company to file a new technical report in respect of the PAK Lithium Project under NI 43-101. The information set forth in the Public Disclosure Documents and the Prospectus relating to scientific and technical information concerning the PAK Lithium Project, including but not limited to in respect of mineral resource estimates, has been prepared, in all material respects, in accordance with NI 43-101 and in compliance with Securities Laws and has been reviewed and approved by individuals who are "qualified persons" (within the meaning of NI 43-101) and there have been no material changes to such information since the date of delivery or preparation thereof. All assumptions underlying the mineral resource estimates are reasonable and appropriate and disclosed in compliance with NI 43-101, and the information upon which the estimates of mineral resources were based, was, at the time of delivery thereof, complete and accurate in all material respects and there have been no material changes to such information since the date of delivery or preparation thereof.

Employment Matters

(lviii) *Employment Laws*. The Company is in material compliance with all federal, national, regional, state, provincial and local laws and regulations respecting employment and employment practices, terms and conditions of employment, workers' compensation, occupational health and safety and pay equity and wages. The Company is not subject to any claims, complaints, outstanding decisions, orders or settlements or, to the knowledge of the Company, pending claims, complaints, decisions, orders or settlements under any human rights legislation, employment standards legislation, workers' compensation legislation, occupational health and safety legislation or similar legislation nor has any event occurred which may give rise to any of the foregoing.

(lix) *Employee Plans.* Each plan for retirement, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, incentive or otherwise contributed to or required to be contributed to, by the Company for the benefit of any current or former director, officer, employee or consultant of the Company (the "**Employee Plans**") has been maintained in compliance with its terms and with the requirements prescribed by any and all statutes, orders, rules and regulations that are applicable to such Employee Plans, in each case in all material respects.

(lx) *Labour Matters*. There is not currently any labour disruption, dispute, slowdown, stoppage, complaint or grievance outstanding, or to the knowledge of the Company, threatened or pending, against the Company which is adversely affecting or could adversely affect, in a material manner,

the carrying on of the business of the Company and no union representation question exists respecting the employees of the Company and no collective bargaining agreement is in place or being negotiated by the Company. The Company has sufficient personnel with the requisite skills to effectively conduct its business as currently conducted.

(b) Representations and Warranties of the Underwriters. Each of the Underwriters hereby severally, and not jointly, nor jointly and severally, represent and warrant to the Company and acknowledge that the Company is relying upon such representations and warranties in connection with the Offering, that:

(i) in respect of the offer and sale of the Offered Securities, the Underwriters will comply with all Canadian Securities Laws, all applicable U.S. Securities Laws and all applicable laws of the jurisdictions outside Canada and the United States in which it offered the Offered Securities; and

(ii) upon the Company obtaining the necessary receipts therefor from each of the Securities Regulators, the Underwriters will deliver one copy of the Preliminary Prospectus, the Final Prospectus and any Supplementary Material thereto to each of the Purchasers in the Qualifying Jurisdictions.

8. Closing Deliveries. The purchase and sale of the Offered Securities (and Additional Offered Securities, if applicable) shall be completed at the Closing Time (and the Option Closing Time, if applicable) electronically or in such other manner as the Underwriters and the Company may agree upon. At the Closing Time or the Option Closing Time, as applicable, the Company shall, subject to the terms and conditions of this Agreement, duly and validly deliver to the Underwriters by way of electronic deposit or certificates in definitive form, registered as directed by the Underwriters, the Offered Securities or the Additional Offered Securities, as the case may be, against payment at the direction of the Company of the aggregate subscription price for the Offered Securities or Additional Offered Securities, as the case may be, in lawful money of Canada. The Underwriters may discharge their payment obligations under this Section 8 by the transfer of funds by electronic wire transfer from the Underwriters to the Company's designated bank account, which shall be a bank account in Canada, equal to the aggregate subscription price for the Offered Securities or the Additional Offered Securities, as the case may be, less: (i) the Commission; and (ii) the costs and expenses of the Underwriters, including the fees and disbursements of counsel to the Underwriters, as set out in Section 12. Any Offered Securities (and Additional Offered Securities, if applicable) sold to Purchasers in the United States shall be in certificated, physical form, if required, and such certificates shall include the legends required by the U.S. Private Placement Memorandum.

9. Closing Conditions. The Underwriters' obligations to purchase any Offered Securities at the Closing Time shall be conditional upon the fulfilment at or before the Closing Time of the following conditions:

(a) the Underwriters shall have received at the Closing Time a certificate, dated as of the Closing Date, signed by the Chief Executive Officer and Chief Financial Officer of the Company, certifying for and on behalf of the Company that:

(i) no order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of the Company (including the Common Shares) has been issued by any Governmental Entity and is continuing in effect and no proceedings for that purpose have been instituted or are pending or are contemplated or threatened by any Governmental Entity;

(ii) to the knowledge of such officers, after due enquiry, there has been no adverse material change (actual, proposed or prospective, whether financial or otherwise) in the condition (financial or otherwise), properties, assets, liabilities (contingent or otherwise), obligations (whether absolute, accrued, conditional or otherwise), business, affairs, capital, ownership,

control, management, operations, results of operations or prospects of the Company, since the date hereof;

(iii) the Final Prospectus (except the Underwriters Information) complies with Canadian Securities Laws, does not contain a misrepresentation and contains full, true and plain disclosure of all material facts as required by Canadian Securities Laws;

(iv) the Company has duly complied with all the terms, covenants and conditions of this Agreement on its part to be complied with up to the Closing Time; and

(v) the representations and warranties of the Company contained in this Agreement are true and correct in all material respects as of the Closing Time with the same force and effect as if made at and as of the Closing Time after giving effect to the transactions contemplated by this Agreement, except in respect of any representations and warranties that are to be true and correct as of a specified date, in which case they were true and correct as of that date;

(b) the Underwriters shall have received at the Closing Time a certificate, dated as of the Closing Date, signed by the Corporate Secretary of the Company addressed to the Underwriters with respect to the constating documents of Company, all resolutions of the Company's board of directors relating to the Transaction Documents and the transactions contemplated hereby and thereby, and the incumbency and specimen signatures of signing officers of the Company;

(c) the Company shall have made and/or obtained all necessary filings, approvals, permits, consents and authorizations to or from, as the case may be, the board of directors and shareholders of the Company, the Securities Regulators, the TSXV, and any other applicable person required to be made or obtained by the Company in connection with the transactions contemplated by this Agreement, on terms which are acceptable to the Underwriters, acting reasonably;

(d) the Unit Shares and the Warrant Shares shall have been conditionally approved for listing and posting for trading on the TSXV, subject only to satisfaction by the Company of certain standard post-closing conditions imposed by the TSXV;

(e) the Underwriters shall have received favourable legal opinions addressed to the Underwriters, dated the Closing Date, from Bennett Jones LLP, counsel to the Company, and, where appropriate, local counsel to the Company (it being understood that such counsel may rely to the extent appropriate in the circumstances (i) as to matters of fact, on certificates of the Company executed on its behalf by a senior officer of the Company and on certificates of the transfer agent and registrar of the Company, as to the issued capital of the Company; and (ii) as to matters of fact not independently established, on certificates of the Company's Auditors and the Company's Former Auditors or a public official) with respect to the following matters:

(i) as to the incorporation of the Company under the laws of Alberta and as to the Company having the requisite corporate power and capacity under the laws of Alberta to carry on its business as currently carried on and to own its properties and assets to enter into and carry out its obligations under the Transaction Documents and to issue and sell the Offered Securities and grant the Over-Allotment Option;

(ii) the Company being a "reporting issuer", or its equivalent, in each of the Qualifying Jurisdictions and not being on the list of defaulting reporting issuers maintained by each of the Securities Regulators;

(iii) as to the authorized and issued capital of the Company;

(iv) the execution and delivery of the Transaction Documents, the performance by the Company of its obligations hereunder and thereunder, the sale and issuance of the Offered Securities and the grant of the Over-Allotment Option, do not and will not conflict with or result in any breach of the constating documents of the Company, any applicable corporate laws or any Canadian Securities Laws;

(v) the Transaction Documents having been duly authorized and executed and delivered by the Company, and constituting valid and legally binding obligations of the Company enforceable against it in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, liquidation, reorganization, moratorium or similar laws affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and the qualification that the enforceability of rights of indemnity and contribution may be limited by applicable law;

(vi) all necessary corporate action having been taken by the Company to authorize the certification and filing of each of the Preliminary Prospectus and the Final Prospectus and the filing thereof with the Securities Regulators, the filing of the Marketing Document with the Securities Regulators and the delivery of each of the preliminary and final U.S. Private Placement Memorandum;

(vii) the Unit Shares having been duly and validly issued as fully paid and non-assessable Common Shares;

(viii) the Warrants having been duly and validly created and issued and the Warrant Shares have been reserved and authorized and allotted for issuance and upon the receipt of payment therefor by the Company and the issue thereof upon exercise of the Warrants in accordance with the provisions of the Warrant Indenture, the Warrant Shares will be duly and validly issued as fully paid and non-assessable Common Shares;

(ix) the Over-Allotment Option having been duly and validly granted to the Underwriters;

(x) the rights, privileges, restrictions and conditions attaching to the Offered Securities and the Over-Allotment Option conforming in all material respects with the description thereof set forth in the Final Prospectus;

(xi) all necessary documents having been filed, all requisite proceedings have been taken and all approvals, permits, consents and authorizations of the Securities Regulators in each of the Qualifying Jurisdictions have been obtained by the Company to qualify the distribution to the public of the Offered Securities in each of the Qualifying Jurisdictions through persons who are registered under Canadian Securities Laws and to qualify the grant of the Over-Allotment Option;

(xii) the issuance by the Company of the Warrant Shares upon the due exercise of the Warrants being exempt from, or not subject to, the prospectus requirements of Canadian Securities Laws in the Qualifying Jurisdictions and no prospectus or other documents are required to be filed, proceedings taken, or approvals, permits, consents or authorizations obtained under Canadian Securities Laws of the Qualifying Jurisdictions in connection therewith;

(xiii) the first trade in, or resale of, the Warrant Shares is exempt from, or is not subject to, the prospectus requirements of Canadian Securities Laws in the Qualifying Jurisdictions and no filing, proceeding or approval will need to be made, taken or obtained under such laws in connection with any such trade or resale, provided that the trade or resale is not a "control distribution" (as defined in National Instrument 45-102 – *Resale of Securities*);

(xiv) the statements and opinions concerning tax matters set forth in the Final Prospectus under the headings (including for certainty, all subheadings under such headings) "Certain Canadian Federal Income Tax Considerations" and "Eligibility for Investment" insofar as they purport to describe the provisions of the laws referred to therein are fair summaries of the matters discussed therein subject to the qualifications, assumptions and limitations set out under such headings;

(xv) the Unit Shares and the Warrant Shares having been conditionally approved for listing and posting for trading on the TSXV, subject only to satisfaction by the Company of certain standard post-closing conditions imposed by the TSXV; and

(xvi) Odyssey Trust Company having been duly appointed as the warrant agent for the Warrants.

(f) if any Offered Securities are offered and sold in the United States or to, or for the account or benefit of, U.S. Persons pursuant to Schedule "A" attached hereto, the Underwriters shall have received a legal opinion addressed to the Underwriters, dated the Closing Date, from Katten Muchin Rosenman LLP, special United States securities counsel to the Company, such opinion to be subject to such qualifications and assumptions, and in form, satisfactory to the Underwriters and their counsel, acting reasonably, to the effect that no registration of the Offered Securities offered and sold in the United States or to, or for the account or benefit of, U.S. Persons will be required under the U.S. Securities Act in connection with such offer and sale, provided that the offer and sale of the Offered Securities in the United States or to, or for the account or benefit of, U.S. Persons is made in accordance with Schedule "A" attached hereto, and it being understood that no opinion is expressed as to any subsequent resale of the Offered Securities;

(g) the Underwriters shall have received an opinion addressed to the Underwriters, in form and substance satisfactory to the Underwriters' counsel, dated as of the Closing Date as to the Company's title and ownership interests in the PAK Lithium Project;

(h) the Underwriters shall have received from each of the Company's Auditors and the Company's Former Auditors a letter, dated as of the Closing Date, in form and substance satisfactory to the Underwriters, acting reasonably, bringing forward to a date not more than two Business Days prior to the Closing Date the information contained in the comfort letter referred to in Section 4(a)(iv);

(i) the Underwriters shall have received a certificate of status with respect to the Company from the Ontario Ministry of Government and Consumer Services;

(j) the Underwriters shall have received a certificate from the Transfer Agent as to the issued and outstanding Common Shares as at the close of business on the day prior to the Closing Date; and

(k) the Underwriters shall have received an executed copy of the Warrant Indenture in form and substance satisfactory to the Underwriters, acting reasonably.

10. Purchase of Additional Offered Securities. The Underwriters' obligation to purchase any Additional Offered Securities on the Option Closing Date (in the event that the Over-Allotment Option to purchase Additional Offered Securities is exercised by the Underwriters) shall be subject to the accuracy of the representations and warranties of the Company contained in this Agreement as of the Option Closing Date and the performance by the Company of its obligations under this Agreement. The Company agrees to fulfil or cause to be fulfilled the following conditions:

(a) the Underwriters shall have received a favourable legal opinion dated the Option Closing Date, in form and substance satisfactory to counsel to the Underwriters, acting reasonably, addressed to the Underwriters from Bennett Jones LLP, counsel to the Company, in respect of the matters in Section 9(e)(i), (ii), (iv), (vii), (viii) and (ix);

(b) the Underwriters shall have received a letter dated as of the Option Closing Date, in form and substance satisfactory to the Underwriters, addressed to the Underwriters and the directors of the Company from the Company's Auditors and the Company's Former Auditors confirming the continued accuracy of the comfort letter to be delivered to the Underwriters pursuant to Section 4(a)(iv) with such changes as may be necessary to bring the information in such letter forward to a date not more than two Business Days prior to the Option Closing Date, which changes shall be acceptable to the Underwriters, acting reasonably;

(c) the Underwriters shall have received a certificate dated as of the Option Closing Date, addressed to the Underwriters and signed by the Corporate Secretary of the Company, with respect to the constating documents of the Company, all resolutions of the board of directors of the Company relating to the Transaction Documents and the transactions contemplated hereby and thereby, the incumbency and specimen signatures of signing officers of the Company and such other matters as the Underwriters may reasonably request;

(d) the Underwriters shall have received a certificate dated as of the Option Closing Date, addressed to the Underwriters and signed on behalf of the Company by the Chief Executive Officer and the Chief Financial Officer of the Company or such other officers of the Company acceptable to the Underwriters, substantially in the form set out in Section 9(a); and

(e) the Underwriters shall have received such other certificates, agreements, materials or documents as they may reasonably request with respect to the good standing of the Company, the due authorization and issuance of the Additional Offered Securities issuable on the Option Closing Date and other matters related to the issuance of the Additional Offered Securities.

11. Rights of Termination.

The Underwriters (or any of them) shall be entitled to terminate and cancel their obligations hereunder by written notice to that effect given to the Company on or before Closing in the following circumstances. If at any time prior to the Closing:

(a) any order to cease or suspend trading in any securities of the Company, or prohibiting or restricting the distribution of the Offered Securities is made, or any proceeding is announced or commenced for the making of any such order, by any securities regulatory authority, any stock exchange or by any other competent authority, and has not been rescinded, revoked or withdrawn;

(b) any inquiry, action, suit, investigation or other proceeding (whether formal or informal) is commenced, threatened or announced or any order or ruling is issued under or pursuant to any statute of Canada or any province thereof, or of the United States or any state thereof or by any official of any stock exchange or by any other regulatory authority having jurisdiction over a material portion of the business and affairs of the Company, or there is any change of law, or the interpretation, pronouncement or administration thereof or in respect thereof which in the opinion of the Underwriters (or any of them), acting reasonably, may prevent or operates to prevent or restrict the distribution of, trading in, or marketability of the Offered Securities or the trading in any other securities of the Company;

(c) there should develop, occur or come into effect or existence any event, action, state, condition (including without limitation, terrorism, pandemic, plague or accident) or occurrence of national or international consequence, acts of hostilities or escalation, including by way of any material adverse developments or escalation in the severity of the COVID-19 pandemic after October 19, 2022, thereof or other calamity or crisis or any change or development involving a prospective change in national or international political, financial or economic conditions or any action, law, regulation, inquiry or other occurrence of any nature which, in the opinion of the Underwriters (or any of

them), materially adversely affects or may materially adversely affect the Canadian financial markets generally or the business, operations or affairs of the Company, or the market price or value of the Offered Securities or any other securities of the Company;

(d) there shall occur any material change (actual, imminent or reasonably expected), or change in material fact which in the reasonable opinion of the Underwriters (or any of them), acting reasonably, could be expected to have a material adverse effect on the market price or value of the Offered Securities or any other securities of the Company, or the Underwriters (or any of them) shall become aware of any material information with respect to the Company which had not been publicly disclosed or disclosed in writing to the Underwriters at or prior to the date of this Agreement and which in the sole opinion of the Underwriters (or any of them), acting reasonably, could be expected to have a material adverse effect on the market price or value of the Offered Securities or any other securities of the Company; or

(e) the Company shall be in breach of or default under or in non-compliance with any material representation, warranty, term, condition or covenant of this Agreement.

The rights of termination contained in Section 11 may be exercised by the Underwriters and are in addition to any other rights or remedies the Underwriters may have in respect of any default, act or failure to act or non-compliance by the Company in respect of any of the matters contemplated by this Agreement or otherwise. In the event of any such termination by the Underwriters, there shall be no further liability on the part of the Underwriters to the Company or on the part of the Company to the Underwriters except in respect of any liability which may have arisen or may arise after such termination in respect of acts or omissions prior to such termination or under Sections 12 and 14 of this Agreement. A notice of termination given by one Underwriter under this Section 11 shall not be binding upon the other Underwriters.

12. Expenses. Whether or not the Offering is completed, the Company shall pay all costs, expenses and fees in connection with the Offering, including all expenses of or incidental to the creation, issue, sale, qualification or distribution of the Offered Securities, road shows, printing costs, the fees and disbursements and taxes thereon of the Company's counsel, all costs incurred in connection with the preparation of documents relating to the Offering, and all costs, expenses and fees incurred by the Underwriters, which shall include the fees and disbursements and applicable taxes thereon of the Underwriters' counsel and all out-of-pocket costs, fees and expenses of the Underwriters in connection with the Offering. All costs, expenses and fees incurred by the Underwriters or on their behalf shall be payable by the Company immediately upon receiving an invoice therefor from the Underwriters or at the option of the Underwriters may be deducted from the gross proceeds of the Offering at the Closing Time.

13. Survival of Representations and Warranties. The covenants of the Company herein shall not merge on and shall survive the Closing, and all representations and warranties of the Company herein contained or contained in any documents submitted pursuant to this Agreement and in connection with the transactions herein contemplated shall survive the Closing until the Survival Limitation Date and, notwithstanding such Closing or any investigation made by or on behalf of the Underwriters, shall continue in full force and effect notwithstanding any subsequent disposition by the Underwriters of the Offered Securities and the Underwriters shall be entitled to rely on the representations and warranties of the Company contained in or delivered pursuant to this Agreement notwithstanding any investigation which the Underwriters may undertake or have undertaken or which may be undertaken or has been undertaken on the Underwriters' behalf. For certainty, the provisions contained in this Agreement in any way related to the indemnification of the Underwriters by the Company or the contribution obligations of the Underwriters or those of the Company shall survive and continue in full force and effect, indefinitely, subject only to the applicable limitation period prescribed by law.

14. Indemnity.

The Company agrees to indemnify and hold harmless the Underwriters, each of their subsidiaries and affiliates and each of their respective directors, officers, employees, partners, agents, each other person, if any, controlling the Underwriters or any of their subsidiaries, affiliates and each shareholder of the Underwriters and the successors and assigns of all the foregoing persons (collectively, the "**Indemnified Parties**" and individually, an "**Indemnified Party**"), from and against any and all losses, expenses, claims (including, without limitation, securityholder or derivative actions, arbitration proceedings or otherwise), actions, suits, proceedings, investigations, damages and liabilities, joint or several, including, without limitation, the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations, inquiries or claims and the reasonable fees and expenses of their counsel and other expenses incurred in connection with any claim, action, suit, proceeding or investigation or in enforcing this indemnity, but excluding loss of profits (collectively, the "**Losses**") that may be suffered by, imposed upon or asserted against an Indemnified Party as a result of, in respect of, connected with or arising out of any action, suit, proceeding, investigation, inquiry or claim that may be made or threatened by any person or in enforcing this indemnity whether or not resulting in liability (collectively the "**Claims**") insofar as the Claims relate to, are caused by, result from, arise out of or are based upon, directly or indirectly, (i) any untrue statement or alleged untrue statement of material fact contained in the information (whether written or oral) supplied to any prospective investor by or on behalf of the Company or any omission or alleged omission to state therein a material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading, or (ii) the professional services provided by the Underwriters pursuant to this Agreement. The Company agrees to waive any right the Company may have of first requiring an Indemnified Party to proceed against or enforce any other right, power, remedy or security or claim payment from any other person before claiming under this indemnity. The Company also agrees that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company or any person asserting Claims on behalf of or in right of the Company for or in connection with either (i) or (ii) above, except, in the case of (ii) above only, to the extent any Losses suffered by the Company are determined by a court of competent jurisdiction in a final judgment that has become non-appealable to have resulted from the gross negligence or fraudulent act or wilful misconduct of such Indemnified Party. The Company will not, without the Co-Lead Underwriters' prior written consent, make any admission of liability, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any Claim in respect of which indemnification may be sought hereunder (whether or not any Indemnified Party is a party thereto) unless the Company has acknowledged in writing that the Indemnified Parties are entitled to be indemnified in respect of such Claim and such settlement, compromise, consent or termination includes an unconditional release of each Indemnified Party from any liabilities arising out of such Claim without any admission of negligence, misconduct, liability or responsibility by or on behalf of any Indemnified Party.

Promptly after receiving notice of a Claim against any Indemnified Party or receipt of notice of the commencement of any investigation which is based, directly or indirectly, upon any matter in respect of which indemnification may be sought from the Company, any such Indemnified Party will notify the Company in writing of the particulars thereof, provided that the failure or delay in so notifying the Company shall not relieve the Company of any liability which the Company may have to any Indemnified Party except and only to the extent that any such delay in or failure to give notice as herein required materially prejudices the defense of such Claim or results in any material increase in the liability which the Company has under this indemnity. The Company shall have 14 days after receipt of the notice to undertake, at its own expense, the settlement or defense of the Claim, including prompt employment of counsel acceptable to the Indemnified Parties and payment of all expenses. The relevant Indemnified Parties shall have the right to participate in the settlement or defense of the Claim.

If for any reason the foregoing indemnity is found to be unavailable or unenforceable (other than in accordance with the terms hereof) to any Indemnified Party or insufficient to hold any Indemnified Party harmless in respect of a Claim, the Company shall contribute to the amount paid or payable by the Indemnified Party as a result of such Claim in such proportion as is appropriate to reflect not only the relative benefits received by the Company on the one hand and the Indemnified Party on the other hand but also the relative fault of the Company or any Indemnified Party as well as any relevant equitable considerations;

provided that the Company shall in any event contribute to the amount paid or payable by the Indemnified Party as a result of such Claim any excess of such amount over the amount of the fees received by the Underwriters under this Agreement. The rights of contribution herein provided shall be in addition to, and not in derogation of, any other right to contribution which the Indemnified Parties may have by statute or otherwise.

The Company agrees that if any legal proceeding shall be brought against the Company and/or the Indemnified Parties by any governmental commission or regulatory authority or any other party or in case any stock exchange or other entity having regulatory authority, either domestic or foreign, shall investigate the Company and/or any Indemnified Party in connection with the professional services provided by the Underwriters pursuant to this Agreement, and the Indemnified Party shall be required to testify in connection therewith or shall be required to respond to procedures designed to discover information regarding, in connection with, or by reason of the professional services provided by the Underwriters under this Agreement, the Indemnified Parties shall have the right to employ their own separate counsel in connection therewith, and the reasonable fees and expenses of such counsel as well as the reasonable costs (including, without limitation, an amount to reimburse the Indemnified Parties for time spent in connection therewith) and reasonable expenses incurred by the Indemnified Parties in connection therewith shall be paid by the Company as they occur.

The Company hereby constitutes the Co-Lead Underwriters, or any of them, as trustee for each of the other Indemnified Parties of the Company's covenants under this indemnity with respect to those persons and the Co-Lead Underwriters, or any of them, agree to accept that trust and to hold and enforce those covenants on behalf of those persons.

The Company also agrees to reimburse the Indemnified Parties for the time spent by their personnel in connection with any Claim at their normal *per diem* rates. Any Indemnified Party may retain counsel in each relevant jurisdiction to separately represent it in the defense or settlement of a Claim, which shall be at the Company's expense if (i) the Company does not promptly assume the defense of the Claim no later than 14 days after receiving actual notice of the Claim, (ii) the Company agrees to separate representation or (iii) the Indemnified Party is advised in writing by counsel that there is an actual or potential conflict in the Company's and the Indemnified Party's respective interests or additional defenses are available to the Indemnified Party that are not available to the Company, which makes representation by the same counsel inappropriate.

The obligations of the Company hereunder are in addition to any liabilities which the Company may otherwise have to any Indemnified Party and shall be binding upon and enure to the benefit of any successors, assigns, heirs and personal representatives of the Company and the Indemnified Parties.

15. Obligations of the Underwriters

(a) Subject to the terms and conditions hereof, the obligation of the Underwriters to purchase the Firm Offered Securities or the Additional Offered Securities, as the case may be, shall be several and not joint. The percentage of the Firm Offered Securities or the Additional Offered Securities, as the case may be, to be severally purchased and paid for by each of the Underwriters shall be as follows:

RBC Dominion Securities Inc.	50.0%
Goldman Sachs Canada Inc.	30.0%
BMO Nesbitt Burns Inc.	5.0%
Canaccord Genuity Corp.	5.0%
Cormark Securities Inc.	5.0%
Stifel Nicolaus Canada Inc.	5.0%
	100%

(b) If, on the Closing Date or the Option Closing Date, as the case may be, any one or more of the Underwriters fails or refuses to purchase the Offered Securities (other than as a result of validly exercising termination rights under Section 11) that it has or they have agreed to purchase hereunder on such date and the aggregate number of Offered Securities with respect to which such default occurs is not more than 5.0% of the aggregate number of the Offered Securities to be purchased on such date, the other Underwriters shall be obligated, severally and not jointly, on a pro rata basis according to the percentage set forth opposite their respective names in Section 15(a) or in such other proportion as agreed to by the Underwriters, to purchase such Offered Securities. If, on the Closing Date or the Option Closing Date, as the case may be, any one or more of the Underwriters fails or refuses to purchase the Offered Securities (other than as a result of validly exercising termination rights under Section 11) that it has or they have agreed to purchase hereunder on such date and the aggregate number of Offered Securities with respect to which such default occurs is more than 5.0% of the aggregate number of Offered Securities to be purchased on such date, each such non-defaulting Underwriter shall have the right to either (i) terminate its obligations under this Agreement, or (ii) proceed with the purchase of its percentage of Firm Offered Securities or the Additional Offered Securities, as the case may be, as provided in Section 15(a) or elect to purchase additional Offered Securities and, in such case, the Company shall (subject to the following sentence) sell such Firm Offered Securities or the Additional Offered Securities, as the case may be, to such Underwriter in accordance with the terms of this Agreement. In either case, if the amount of such Offered Securities that the non-defaulting Underwriters are willing to purchase exceeds the amount of such Offered Securities that are available for purchase, such Offered Securities shall be divided pro rata among the non-defaulting Underwriters willing to purchase such Offered Securities in proportion to the percentage of Offered Securities which such non-defaulting Underwriters have agreed to purchase as set out in Section 15(a). In the event of a default by any Underwriter as set forth in this Section 15, the Closing Date or the Option Closing Date, as the case may be, shall be postponed for such period, not exceeding ten Business Days, in order that the required changes, if any, in the Offering Documents or in any other documents or arrangements may be effected.

(c) Nothing in this Agreement shall oblige the U.S. Affiliates to purchase any Offered Securities. To the extent the U.S. Affiliates make any offers or sales of the Offered Securities in the United States, the U.S. Affiliates will do so solely as an agent for the Underwriters.

(d) Without affecting the agreement of the Underwriters to purchase from the Company in aggregate 9,100,000 Units at the Offering Price in accordance with this Agreement (assuming due satisfaction of the terms and conditions contained in this Agreement), after the Underwriters have made reasonable efforts to sell all of the Units at the Offering Price, the price payable by the Purchasers may be decreased by the Underwriters and further changed from time to time to an amount not greater than the Offering Price in compliance with applicable Canadian Securities Laws. In such case, the Commission realized by the Underwriters will be decreased by the amount that the aggregate price paid by the Purchasers for the Units is less than the gross proceeds to be paid by the Underwriters to the Company for the Units but such reduced-price sales will not affect the net proceeds to be received by the Company under the Offering.

16. Advertisements. The Company acknowledges that the Underwriters shall have the right, at their own expense, to place such advertisement or advertisements relating to the sale of the Offered Securities contemplated herein as the Underwriters may consider desirable or appropriate and as may be permitted by applicable law. The Company and the Underwriters agree that they will not make or publish any advertisement in any media whatsoever relating to, or otherwise publicize, the transaction provided for herein so as to result in any exemption from the prospectus and registration requirements of applicable Securities Laws in any jurisdiction (other than the Qualifying Jurisdictions) in which the Offered Securities shall be offered or sold being unavailable in respect of the sale of the Offered Securities to potential Purchasers.

17. Notices. Unless otherwise expressly provided in this Agreement, any notice or other communication to be given under this Agreement (a "**notice**") shall be in writing addressed as follows:

(a) If to the Company, to:

Frontier Lithium Inc.
2736 Belisle Drive
Val Caron, Ontario
P3N 1B3

Attention: Trevor R. Walker, Chief Executive Officer & Director
Email: twalker@frontierlithium.com

with a copy (for information purposes only and not constituting notice) to:

Bennett Jones LLP
100 King Street, Suite 3400
Toronto, ON M5X 1A4

Attention: James Clare / Steven D. Bennett
Email: clarej@bennettjones.com / bennetts@bennettjones.com

and a copy (for information purposes only and not constituting notice) to:

Katten Muchin Rosenman LLP
525 W. Monroe St.
Chicago, IL 60661

Attention: Mark Wood
Email: mark.wood@katten.com

(b) If to the Underwriters, to:

RBC Dominion Securities Inc.
200 Bay Street, South Tower, 4th Floor
Toronto, ON M5J 2W7

Attention: Hugh Samson, Director, Global Investment Banking, Mining & Metals
Email: hugh.samson@rbccm.com

Goldman Sachs Canada Inc.
77 King Street West, Suite 3400
Toronto, ON M5K 1B7

Attention: Jackie Nixon Gowdy, Managing Director
Email: jackie.nixon@gs.com

with a copy (for information purposes only and not constituting notice) to:

Cassels Brock & Blackwell LLP
Suite 2100, Scotia Plaza
40 King Street West
Toronto, Ontario M5H 3C2

Attention: Chad Accursi
Email: caccursi@cassels.com

or to such other address as any of the parties may designate by notice given to the others.

Each notice shall be personally delivered to the addressee or sent by electronic transmission to the addressee and (i) a notice which is personally delivered shall, if delivered on a Business Day, be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the first Business Day following the day on which it is delivered; and (ii) a notice which is sent by electronic transmission shall be deemed to be given and received on the first Business Day following the day on which it is sent.

18. Time of the Essence. Time shall, in all respects, be of the essence hereof.

19. Canadian Dollars. Except as otherwise noted, all references herein to dollar amounts are to lawful money of Canada.

20. Headings. The headings contained herein are for convenience only and shall not affect the meaning or interpretation hereof.

21. Singular and Plural, etc. Where the context so requires, words importing the singular number include the plural and vice versa, and words importing gender shall include the masculine, feminine and neuter genders.

22. Entire Agreement. This Agreement constitutes the only agreement between the parties with respect to the subject matter hereof and shall supersede any and all prior negotiations and understandings with respect to the subject matter hereof, including for greater certainty the Engagement Letter.

23. Amendments. This Agreement may be amended or modified in any respect by written instrument only executed by all parties hereto.

24. Severability. 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.

25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

26. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and enure to the benefit of the Company and the Underwriters and their respective successors and permitted assigns; provided that, except as provided herein, this Agreement shall not be assignable by any party without the written consent of the others.

27. Further Assurances. Each of the parties hereto shall do or cause to be done all such acts and things and shall execute or cause to be executed all such documents, agreements and other instruments as may reasonably be necessary or desirable for the purpose of carrying out the provisions and intent of this Agreement.

28. Market Stabilization Activities. In connection with the distribution of the Offered Securities, the Underwriters may over-allot or effect transactions which are intended to stabilize or maintain the market price of the Common Shares or Warrants at levels other than those which might otherwise prevail in the open market, but in each case as permitted by Canadian Securities Laws. Such stabilizing transactions, if any, may be discontinued by the Underwriters at any time.

29. No Fiduciary Duty. The Company acknowledges that in connection with the Offering: (i) the Underwriters has acted at arm's length, are not agents of, and owe no fiduciary duties to, the Company or any other person, (ii) the Underwriters owe the Company only those duties and obligations set forth in this Agreement, and (iii) the Underwriters may have interests that differ from those of the Company. The

Company waives to the fullest extent permitted by applicable Laws any claims it may have against the Underwriters arising from an alleged breach of fiduciary duty in connection with the Offering.

30. Other Underwriter Business. The Company acknowledges that the Underwriters and certain of their Affiliates: (i) act as traders of, and dealers in, securities both as principal and on behalf of their clients and, as such, may have had, and may in the future have, long or short positions in the securities of the Company or related entities and, from time to time, may have executed or may execute transactions on behalf of such persons; (ii) may provide research or investment advice or portfolio management services to clients on investment matters, including the Company; (iii) may participate in securities transactions on a proprietary basis, including transactions in the Offering or other securities of the Company or related entities; and (iv) nothing in this Agreement shall restrict their ability to conduct business in the ordinary course and in compliance with applicable laws.

31. Effective Date. This Agreement is intended to and shall take effect as of the date first set forth above, notwithstanding its actual date of execution or delivery.

32. Schedules. The following schedule is attached to this Agreement, which schedule is deemed to be incorporated into and form part of this Agreement:

Schedule "A" – "Compliance with United States Securities Laws"

33. Language. The parties hereby acknowledge that they have expressly required this Agreement and all notices, statements of account and other documents required or permitted to be given or entered into pursuant hereto to be drawn up in the English language only. *Les parties reconnaissent avoir expressment demandées que la présente Convention ainsi que tout avis, tout état de compte et tout autre document à être ou pouvant être donné ou conclu en vertu des dispositions des présentes, soient rédigés en langue anglaise seulement.*

34. Counterparts. This Agreement may be executed in any number of counterparts and by facsimile or PDF copy, each of which so executed shall constitute an original and all of which taken together shall form one and the same agreement.

35. Authorization. All steps which must or may be taken by the Underwriters in connection with the Closing, with the exception of the matters relating to: (i) termination of purchase obligations, (ii) waiver and extension, and (iii) indemnification, contribution and settlement, may be taken by the Co-Lead Underwriters, on behalf of the other Underwriters. The execution of this Agreement by the other Underwriters and by the Company shall constitute the Company's authority and obligation for accepting notification of any such steps from the Co-Lead Underwriters, and for delivering the Offered Securities in certificated or electronic form to or to the order of, RBC Dominion Securities Inc. The Co-Lead Underwriters shall fully consult with the other Underwriters with respect to all notices, waivers, extensions or other communications to or with the Company. The rights and obligations of the Underwriters under this Agreement shall be several and neither joint nor joint and several.

[Signature Page Follows]

If the Company is in agreement with the foregoing terms and conditions, please so indicate by executing a copy of this Agreement where indicated below and delivering the same to the Underwriters.

Yours very truly,

RBC DOMINION SECURITIES INC.

Per: *(signed) "Hugh Samson"*
Name: Hugh Samson
Title: Director

GOLDMAN SACHS CANADA INC.

Per *(signed) "Jacqueline Nixon Gowdy"*
Name: Jacqueline Nixon Gowdy
Title: Managing Director

BMO NESBITT BURNS INC.

Per *(signed) "Rahim Bapoo"*
Name: Rahim Bapoo
Title: Managing Director

CANACCORD GENUITY CORP.

Per *(signed) "Tom Jakubowski"*
Name: Tom Jakubowski
Title: Managing Director

CORMARK SECURITIES INC.

Per *(signed) "Darren Wallace"*
Name: Darren Wallace
Title: Managing Director

STIFEL NICOLAUS CANADA INC.

Per *(signed) "Michael Barman"*
Name: Michael Barman
Title: Managing Director

The foregoing is hereby accepted on the terms and conditions therein set forth.

DATED as of the 25th day of October, 2022.

FRONTIER LITHIUM INC.

Per: *(signed) "Trevor R. Walker"*
Name: Trevor R. Walker
Title: President and CEO

SCHEDULE "A"
COMPLIANCE WITH UNITED STATES SECURITIES LAWS

Capitalized terms used herein and not defined herein shall have the meanings ascribed thereto in the Underwriting Agreement to which this Schedule "A" is annexed.

The following terms shall have the meanings indicated:

(a) "**Affiliate**" has the meaning assigned to such term in Rule 501(b) under the U.S. Securities Act;

(b) "**Directed Selling Efforts**" means "directed selling efforts" as that term is defined in Rule 902(c) of Regulation S. Without limiting the foregoing, but for greater clarity in this Schedule "A", it means, subject to the exclusions from the definition of directed selling efforts contained in Regulation S, any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the Offered Securities and includes the placement of any advertisement in a publication with a general circulation in the United States that refers to the offering of the Offered Securities;

(c) "**Foreign Issuer**" means "foreign issuer" as defined in Rule 902(e) of Regulation S. Without limiting the foregoing, but for greater clarity in this Schedule, it means any issuer which is (i) the government of any country other than the United States or of any political subdivision of a country other than the United States; or (ii) a corporation or other organization incorporated under the laws of any country other than the United States, except an issuer meeting the following conditions as of the last business day of its most recently completed second fiscal quarter: (1) more than 50 percent of the outstanding voting securities of such issuer are directly or indirectly owned of record by residents of the United States; and (2) any of the following: (a) the majority of the executive officers or a majority of the directors are United States citizens or residents, (b) more than 50 percent of the assets of the issuer are located in the United States, or (c) the business of the issuer is administered principally in the United States;

(d) "**General Solicitation**" and "**General Advertising**" means "general solicitation" or "general advertising", as those terms are used under Rule 502(c) of Regulation D under the U.S. Securities Act. Without limiting the foregoing, but for greater clarity, general solicitation or general advertising includes, but is not limited to, any advertisements, articles, notices or other communications published in any newspaper, magazine or similar media, or on the internet, or broadcast over radio, television or the internet, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising;

(e) "**Offshore Transaction**" means an "offshore transaction" as that term is defined in Rule 902(h) of Regulation S;

(f) "**Qualified Institutional Buyer Letter**" means the Qualified Institutional Buyer Letter in the form attached as Exhibit A to the final U.S. Private Placement Memorandum;

(g) "**Rule 144A**" means Rule 144A under the U.S. Securities Act;

(h) "**Substantial U.S. Market Interest**" means "substantial U.S. market interest" as that term is defined in Rule 902(j) of Regulation S; and

(i) "**U.S. Purchaser**" means any offeree or Purchaser of Offered Securities that is, or is acting for the account or benefit of, a U.S. Person or a person in the United States, or any person

offered the Offered Securities in the United States (except persons excluded from the definition of U.S. Person pursuant to Rule 902(k)(2)(vi) of Regulation S or persons holding accounts excluded from the definition of U.S. Person pursuant to Rule 902(k)(2)(i) of Regulation S), or that was in the United States when the buy order was made or when the Qualified Institutional Buyer Letter pursuant to which it is acquiring Offered Securities was executed or delivered.

Representations, Warranties and Covenants of the Underwriters

The Underwriters acknowledge that the Offered Securities have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States, and the Offered Securities may not be offered or sold within the United States or to, or for the account or benefit of, a U.S. Person or a person in the United States, except in accordance with an applicable exemption from the registration requirements of the U.S. Securities Act and applicable state securities laws.

Each Underwriter on behalf of itself and its U.S. Affiliates, if applicable, represents, warrants, covenants and agrees to and with the Company as at the date hereof and as at the Closing Date and any Option Closing Date, that:

1. It has not offered or sold, and will not offer or sell, at any time any Offered Securities except (a) in Offshore Transactions to persons who are not acting for the account or benefit of a U.S. Person in compliance with Rule 903 of Regulation S or (b) to U.S. Purchasers that are Qualified Institutional Buyers pursuant to Rule 144A and similar exemptions under state securities laws and as provided in paragraphs 2 through 11 below. Accordingly, none of the Underwriters, their Affiliates (including the U.S. Affiliates) or any person acting on any of their behalf, has made or will make (except as permitted in this Schedule "A"): (i) any offer to sell, or any solicitation of an offer to buy, any Offered Securities to any person in the United States or to, or for the account of, a U.S. Person or a person in the United States, (ii) any sale of Offered Securities to any Purchaser unless, at the time the buy order was or will have been originated, the Purchaser was outside the United States and not acting for the account or benefit of a U.S. Person or a person in the United States, or the Underwriters, their Affiliates (including the U.S. Affiliates) or any person acting on any of their behalf, reasonably believed that such Purchaser was outside the United States and not acting for the account or benefit of a U.S. Person or a person in the United States, or (iii) any Directed Selling Efforts.

2. It has not entered and will not enter into any contractual arrangement with respect to the offer and sale of the Offered Securities in the United States except with the U.S. Affiliates, any Selling Firm or with the prior written consent of the Company. The Underwriter shall require the U.S. Affiliates to agree, and each Selling Firm to agree, for the benefit of the Company, to comply with, and shall use its best efforts to ensure that the U.S. Affiliates and each Selling Firm complies with, the same provisions of this Schedule "A" as apply to the Underwriters as if such provisions applied to the U.S. Affiliates and such Selling Firm, as applicable.

3. The Underwriter represents and warrants that all offers and sales of Offered Securities that have been or will be made by it in the United States or to or for the account or benefit of a U.S. Person, have or will be made through their U.S. Affiliates and in compliance with all applicable U.S. federal and state broker-dealer requirements. To the extent the U.S. Affiliates make offers and sales in the United States or to, or for the account or benefit of, a U.S. Person, each U.S. Affiliate is on the date hereof, and will be on the date of each such offer and sale, duly registered as a broker-dealer pursuant to Section 15(b) of the U.S. Exchange Act and under the securities laws of each state in which such offers and sales were or will be made (unless exempted from the respective state's broker-dealer registration requirements), and a member in good standing with the Financial Industry Regulatory Authority, Inc.

4. None of it, its Affiliates (including the U.S. Affiliates), or any person acting on any of their behalf has utilized, and none of such persons will utilize, any form of General Solicitation or General Advertising

in connection with the offer and sale of the Offered Securities, or has offered or will offer any Offered Securities in any manner involving a public offering in the United States within the meaning of Section 4(a)(2) of the U.S. Securities Act.

5. Immediately prior to soliciting U.S. Purchasers, the Underwriters, their Affiliates (including the U.S. Affiliates), and any person acting on its or their behalf had reasonable grounds to believe and did believe that each potential Purchaser was either a Qualified Institutional Buyer with respect to which the Underwriters or their Affiliates (including the U.S. Affiliates) had a pre-existing business relationship; and at the time of completion of each sale to a person in the United States or to, or for the account or benefit of, U.S. Persons, the Underwriters, their Affiliates (including the U.S. Affiliates), and any person acting on its or their behalf will have reasonable grounds to believe and will believe, that each such Purchaser that is purchasing Offered Securities from the Underwriters or U.S. Affiliates as principal is a Qualified Institutional Buyer.

6. All potential Purchasers of the Offered Securities in the United States or to, or for the account or benefit of, a U.S. Person, solicited by it shall be informed that the Offered Securities have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States and are "restricted securities" as defined in Rule 144(a)(3) under the U.S. Securities Act and that the Offered Securities are being offered and sold to such U.S. Purchasers pursuant to Rule 144A and similar exemptions under applicable state securities laws.

7. It agrees to deliver, through the U.S. Affiliates, to each person in the United States or to or for the account or benefit of a U.S. Person or a person in the United States to whom it offers to sell or from whom it solicits any offer to buy the Offered Securities the U.S. Private Placement Memorandum, including the Preliminary Prospectus and/or the Final Prospectus, as applicable. No other written material will be used in connection with the offer or sale of the Offered Securities in the United States or to or for the account or benefit of a U.S. Person or a person in the United States.

8. Prior to completion of any sale of Offered Securities in the United States or to, or for the account or benefit of, a U.S. Person or a person in the United States, each such Purchaser thereof that is purchasing Offered Securities will be required to provide to the Underwriters or the U.S. Affiliates a completed and executed Qualified Institutional Buyer Letter if it is purchasing the Offered Securities from the Underwriters or U.S. Affiliates as principal. The Underwriters shall provide the Company with copies of all such completed and executed Qualified Institutional Buyer Letters for acceptance by the Company.

9. At least two Business Days prior to the Closing Date and any Option Closing Date, it will provide the Company, the Company's counsel and the transfer agent with a list of all U.S. Purchasers.

10. At each Closing, each Underwriter will, together with its U.S. Affiliate(s), provide a certificate, substantially in the form of Annex I to this Schedule "A", relating to the manner of the offer and sale of the Offered Securities in the United States or to, or for the account or benefit of, a U.S. Person or a person in the United States. Failure to deliver such a certificate shall constitute a representation by the Underwriter that neither it nor its U.S. Affiliates nor anyone acting on their behalf has offered or sold Offered Securities to U.S. Purchasers.

11. None of it, any of its Affiliates (including, the U.S. Affiliates) or any person acting on any of their behalf has taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act in connection with the offer and sale of the Offered Securities.

Representations, Warranties and Covenants of the Company

The Company represents, warrants, covenants and agrees to the Underwriters as at the date hereof and as at the Closing Date and any Option Closing Date that:

1. The Company is, and at the Closing Date and any Option Closing Date will be, a Foreign Issuer and reasonably believes that there is no Substantial U.S. Market Interest in the Offered Securities.

2. The Company is not, and following the application of the proceeds from the sale of the Offered Securities will not be, registered or required to be registered as an "investment company" under the United States Investment Company Act of 1940, as amended.

3. The offering of the Offered Securities in the United States or to, or for the account or benefit of, a U.S. Person or a person in the United States by the U.S. Affiliates, if applicable, is not prohibited pursuant to an order issued pursuant to Section 12(j) of the U.S. Exchange Act and any rules or regulations promulgated thereunder.

4. Except with respect to offers and sales in accordance with this Agreement (including this Schedule "A") to, or for the account or benefit of, persons in the United States or U.S. Persons that are Qualified Institutional Buyers pursuant to Rule 144A under the U.S. Securities Act, none of the Company, its affiliates, or any person acting on any of their behalf (other than the Underwriters, the U.S. Affiliates, their respective affiliates or any person acting on any of their behalf, in respect of which no representation, warranty, covenant or agreement is made), has made or will make: (a) any offer to sell, or any solicitation of an offer to buy, any Offered Securities to a person in the United States or to, or for the account or benefit of, a U.S. Person or a person in the United States; or (b) any sale of Offered Securities unless, at the time the buy order was or will have been originated, (i) the Purchaser is outside the United States and not acting to or for the account or benefit of a U.S. Person or a person in the United States or (ii) the Company, its affiliates, and any person acting on any of their behalf reasonably believe that the Purchaser is outside the United States and not acting to or for the account or benefit of a U.S. Person or a person in the United States.

5. During the period in which Offered Securities are offered for sale, none of the Company, its affiliates, or any person acting on any of their behalf (other than the Underwriters, the U.S. Affiliates, their respective affiliates or any person acting on their behalf, in respect of which no representation, warranty, covenant or agreement is made) has engaged in or will engage in any Directed Selling Efforts in connection with offers and sales of Offered Securities outside the United States to non-U.S. Persons or has taken or will take any action that would cause the exemptions afforded by Rule 144A under the U.S. Securities Act to be unavailable for offers and sales of Offered Securities or the exclusion from registration afforded by Rule 903 of Regulation S to be unavailable for offers and sales of Offered Securities outside the United States to non-U.S. Persons in accordance with the Underwriting Agreement, including this Schedule "A".

6. None of the Company, its affiliates or any person acting on any of their behalf (other than the Underwriters, the U.S. Affiliates, their respective affiliates or any person acting on their behalf, in respect of which no representation, warranty, covenant or agreement is made) has offered or will offer to sell, or has solicited or will solicit offers to buy, Offered Securities in the United States or to or for the account or benefit of a U.S. Person or a person in the United States by means of any form of General Solicitation or General Advertising or has taken or will take any action that would constitute a public offering of the Offered Securities in the United States within the meaning of Section 4(a)(2) of the U.S. Securities Act.

7. None of the Company, any of its affiliates or any person acting on any of their behalf (other than the Underwriters, the U.S. Affiliates, their respective affiliates, or any person acting on their behalf, in respect of which no representation, warranty, covenant or agreement is made) has taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act in connection with the offer and sale of the Offered Securities.

8. The Offered Securities satisfy the requirements set forth in Rule 144A(d)(3) under the U.S. Securities Act.

9. So long as any Offered Securities which have been sold to, or for the account or benefit of, persons in the United States and U.S. Persons in reliance upon Rule 144A are outstanding and are "restricted securities" within the meaning of Rule 144(a)(3) under the U.S. Securities Act, and if the Company is neither exempt from reporting pursuant to Rule 12g3-2(b) of the U.S. Exchange Act nor subject to and in compliance with Section 13 or 15(d) of the U.S. Exchange Act, the Company will furnish to any holder of such Offered Securities and any prospective purchaser of the Offered Securities designated by such holder, upon request of such holder, the information required to be delivered pursuant to Rule 144A(d)(4) under the U.S. Securities Act (so long as such requirement is necessary in order to permit holders of such Offered Securities to effect resales under Rule 144A).

10. The Offered Securities are not and, as of the Closing Date and the Option Closing Date, as applicable, will not be, and no securities of the same class as the Offered Securities are or will be:

(a) listed on a national securities exchange registered under Section 6 of the U.S. Exchange Act;

(b) quoted in a "U.S. automated inter-dealer quotation system", as such term is used in Rule 144A; or

(c) convertible or exchangeable at an effective conversion premium or exercise premium (calculated as specified in paragraph (a)(6) and (a)(7) of Rule 144A) of less than 10% for securities so listed or quoted.

General

The Underwriters (and their U.S. Affiliates) on the one hand and the Company on the other hand understand and acknowledge that the other parties hereto will rely on the truth and accuracy of the representations, warranties, covenants and agreements contained herein.

ANNEX I TO SCHEDULE "A"

UNDERWRITER'S CERTIFICATE

In connection with the private placement in the United States or to or for the account or benefit of a U.S. Person or a person in the United States of Offered Securities of the Company pursuant to the Underwriting Agreement, the undersigned Underwriter and [●], its U.S. Affiliate, do hereby certify as follows:

(a) the Offered Securities have been offered and sold by us in the United States or to or for the account or benefit of a U.S. Person or a person in the United States only by the U.S. Affiliate which was on the dates of such offers and sales, and is on the date hereof, duly registered as a broker-dealer pursuant to Section 15(b) of the U.S. Exchange Act, and under the securities laws of each state in which such offers and sales were made (unless exempted from the respective state's broker-dealer registration requirements) and was and is a member in good standing with the Financial Industry Regulatory Authority, Inc.;

(b) immediately prior to transmitting the U.S. Private Placement Memorandum to offerees in the United States or to or for the account or benefit of a U.S. Person or a person in the United States, we had reasonable grounds to believe and did believe that each such person was a Qualified Institutional Buyer and we continue to believe that each U.S. Purchaser of Offered Securities that we have arranged to purchase Offered Securities from us as principal is a Qualified Institutional Buyer on the date hereof;

(c) all offers and sales of the Offered Securities by us in the United States or to or for the account or benefit of a U.S. Person or a person in the United States have been effected in accordance with all applicable U.S. federal and state broker-dealer requirements;

(d) no form of General Solicitation or General Advertising was used by us in connection with the offer and sale of the Offered Securities in the United States, nor have we engaged in any conduct involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act in connection with the offer and sale of the Offered Securities in the United States;

(e) neither we, nor our affiliates or any person acting on any of our behalf have taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act in connection with the offer and sale of the Offered Securities;

(f) prior to the purchase of any Offered Securities in the United States or to, or for the account or benefit of, U.S. Persons, each such offeree was provided with a copy of the U.S. Private Placement Memorandum, and no other written material, other than the U.S. Private Placement Memorandum and any Supplementary Material approved by the Company for use in presentations to prospective purchasers, was used by us in connection with the offering of the Offered Securities in the United States or to, or for the account or benefit of, U.S. Persons;

(g) all purchasers in the United States or who are, or purchased for the account or benefit of, U.S. Persons who were offered the Offered Securities have been informed that the Offered Securities have not been and will not be registered under the U.S. Securities Act, are "restricted securities" as defined in Rule 144(a)(3) under the U.S. Securities Act and are being offered and sold to such purchasers without registration in reliance on available exemptions from the registration requirements of the U.S. Securities Act and applicable state securities laws; and

(h) the offering of the Offered Securities has been conducted by us in accordance with the terms of the Underwriting Agreement, including Schedule "A" attached thereto.

Terms used in this certificate have the meanings given to them in the Underwriting Agreement (including Schedule "A" attached thereto) unless defined herein.

DATED as of this _____ day of _____, 2022.

[NAME OF UNDERWRITER]	**[NAME OF U.S. AFFILIATE]**
By: _____	By: _____
Authorized Signing Officer	Authorized Signing Officer