

The securities referred to in this offering document 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) absent such registration or an applicable exemption from the registration requirements of the U.S. Securities Act. This offering document release does not constitute an offer for sale of securities for sale, nor a solicitation for offers to buy any securities. Any public offering of securities in the United States must be made by means of a prospectus containing detailed information about the company and management, as well as financial statements.

AMENDED AND RESTATED OFFERING DOCUMENT UNDER THE LISTED ISSUER FINANCING EXEMPTION

(Amending and Restating Offering Documents Dated May 20, 2025 and May 30, 2025)

New Issue

July 11, 2025

SUPERNOVA METALS CORP.



**Up to \$4,000,000 (or \$4,600,000 Assuming Exercise of the Agents' Option)
Up to 11,111,111 Units (or 12,777,777 Assuming Exercise of the Agents' Option)**

SUMMARY OF OFFERING

What are we offering?

- Offering:** Units (“Units”) of Supernova Metals Corp. (the “Company”, “we” or “our”), with each Unit being comprised of one common share in the capital of the Company (a “Share”) and one Share purchase warrant (a “Warrant”) (the “Offering”).
- Offering Price:** \$0.36 per Unit.
- Offering Amount:** There is no minimum amount. Up to 11,111,111 Units for gross proceeds of up to \$4,000,000, or up to 12,777,777 Units for gross proceeds of up to \$4,600,000 assuming exercise of the Agents' Option.
- Agents:** The Company has engaged Research Capital Corporation to act as the lead agent and sole bookrunner, on behalf of a syndicate of agents (collectively, the “Agents”) in connection with the Offering. The Company has granted the Agents an option (the “Agents' Option”) to increase the size of the Offering by up to an additional 15.0% by giving written notice at least two business days prior to closing of the Offering.
- Warrant:** Each Warrant will entitle the holder thereof to purchase one Share at an exercise price of \$0.54 per Share for twenty-four months following the completion of the Offering, subject to accelerated expiry in certain circumstances. In the event that the volume weighted average trading price of the Common Shares on the Canadian Securities Exchange (“Exchange”), or other principal exchange on which the Common Shares are listed, is equal to or greater than \$0.72 for any 20 consecutive trading days, the Company may, within 10 business days of the occurrence of such event, deliver a notice to the holders of Warrants accelerating the expiry date of the Warrants to the date that

is 30 days following the date of such notice (the “**Accelerated Exercise Period**”). Any unexercised Warrants shall automatically expire at the end of the Accelerated Exercise Period. The Warrants shall become exercisable on the day commencing 60 days following the Closing Date.

In addition, the Company will use commercial reasonable efforts to obtain the necessary approvals to list the Warrants on the Exchange.

Exchange:	The common shares of the Company (“ Common Shares ”) are listed and posted for trading on the Canadian Securities Exchange (“ CSE ”) under the symbol “SUPR” and the Frankfurt Stock Exchange (the “ FSE ”) under the symbol “A1S”
Last Closing Price:	On July 10, 2025, the closing price of the Company’s Common Shares on the CSE and the FSE were C\$0.48 and €0.28 respectively.
Concurrent Placement:	The Offering is being conducted concurrently with an offering of Units by a wholly-owned subsidiary of the Company to be issued by way of private placement to “accredited investors” for gross proceeds of up to \$3,000,000 (“ Concurrent Offering ”).
Closing:	The closing of the Offering is anticipated to close on or about the week of July 14, 2025 (“ Closing Date ”).

ADDITIONAL FINANCING DETAILS

No securities regulatory authority or regulator has assessed the merits of these securities or reviewed this document. Any representation to the contrary is an offence. This offering may not be suitable for you and you should only invest in it if you are willing to risk the loss of your entire investment. In making this investment decision, you should seek the advice of a registered dealer.

The Company is conducting a listed issuer financing under section 5A.2 of National Instrument 45-106 – *Prospectus Exemptions*. In connection with this Offering, the Company represents the following is true:

- The Company has active operations and its principal asset is not cash, cash equivalents or its exchange listing.
- The Company has filed all periodic and timely disclosure documents that it is required to have filed.
- The Company is relying on the exemptions in Coordinated Blanket Order 45-935 Exemptions from Certain Conditions of the Listed Issuer Financing Exemption (the “Order”) and is qualified to distribute securities in reliance on the exemptions included in the Order.
- The total dollar amount of this Offering, in combination with the dollar amount of all other offerings made under the listed issuer financing exemption and under the Order in the 12 months immediately preceding the date of the news release announcing this Offering, will not exceed \$25,000,000.
- The Company will not close this Offering unless the issuer reasonably believes it has raised sufficient funds to meet its business objectives and liquidity requirements for a period of 12 months following the distribution.
- The Company will not allocate the available funds from this Offering to an acquisition that is a significant acquisition or restructuring transaction under securities law or to any other transaction for which the issuer seeks security holder approval.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Offering Document contains certain forward-looking information and forward-looking statements, as defined in applicable securities laws (collectively referred to herein as “forward-looking statements”). These statements relate to future events or the Company’s future performance. All statements other than statements of historical fact are forward-looking statements. Often, but not always, forward-looking statements can be identified by the use of words such as “plans”, “expects”, “anticipates”, “believes”, “estimates”, “expects” and similar expressions, or the negatives of such words and phrases, or state that certain actions, events or results “may”, “could”, “would”, “should”, “might”, or “will” be taken, occur or be achieved. Forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause actual results to differ materially from those anticipated in such forward-looking statements. The forward-looking statements in this offering document speak only as of the date of this offering document or as of the date specified in such statement. Specifically, this offering document includes, but is not limited to, forward-looking statements regarding: the Company’s expectations with respect to the use of proceeds and the use of the available funds following completion of the Offering, the completion of the Offering, if it is to be completed at all; the expected Closing Date; completion of the Concurrent Offering, the Transaction and the PEL 96 Transaction, and completion of the Company’s business objectives, and the timing, costs, and benefits thereof.

Inherent in forward-looking statements are risks, uncertainties and other factors beyond the Company’s ability to predict or control. These risks, uncertainties and other factors include, but are not limited to, uncertainties relating to receiving exploration, environmental and other permits approvals; unpredictable changes to the market for oil and gas; changes in debt and equity markets; timing and availability of external financing on acceptable terms; the uncertainties involved in interpreting geological data and confirming title to the Company’s properties; the possibility that future exploration results will not be consistent with the Company’s expectations, increases in costs; environmental compliance; changes in environmental and other local legislation and regulation; interest rate and exchange rate fluctuations; changes in economic and political conditions and other risks involved in the exploration and development resource industry. Readers are cautioned that the foregoing list of factors is not exhaustive of the factors that may affect the forward-looking statements. Actual results and developments are likely to differ, and may differ materially from those expressed or implied by the forward-looking statements contained in the offering document. Such statements are based on a number of assumptions about the following: the availability of financing for the Company’s exploration and development activities; operating and exploration costs; the Company’s ability to retain and attract skilled staff; timing of the receipt of regulatory and governmental approvals for exploration projects and other operations; market competition; and general business and economic conditions.

Forward-looking statements may be affected by known and unknown risks, uncertainties and other factors including without limitation, those referred to in this Offering Document that may cause the Company’s actual results, performance or achievements to be materially different from any of its future results, performance or achievements expressed or implied by forward-looking statements. All forward-looking statements herein are qualified by this cautionary statement. Accordingly, readers should not place undue reliance on forward-looking statements. The Company undertakes no obligation to update publicly or otherwise any forward-looking statements, whether as a result of new information or future events or otherwise, except as may be required by law. If the Company does update one or more forward-looking statements, no inference should be drawn that it will make additional updates with respect to those or other forward-looking statements, unless required by law.

SUMMARY DESCRIPTION OF BUSINESS

What is our business?

The Company is engaged in the business of investing in oil and gas assets in Africa. The Company’s principal oil and gas investment is an 8.75% working interest in the petroleum exploration license Block 2712A located in the Orange Basin, offshore Namibia (“**Block 2712A**”). The Company controls the working

interest through ownership of a 12.5% equity interest in Westoil Limited (“**Westoil**”), a privately held company established under the laws of Seychelles, which itself controls a 70% interest in Block 2712A.

On May 12, 2025, the Company entered into a definitive share exchange agreement (the “**Oranam Agreement**”) with Oranam Energy Limited (“**Oranam**”), a privately held arms-length company established under the laws of Seychelles, and each of the shareholders of Oranam. Pursuant to the Oranam Agreement, the Company proposes to acquire (the “**Transaction**”) all of the outstanding share capital of Oranam, which itself controls the rights to a 36.0% equity interest in WestOil, in consideration of a one-time cash payment of USD\$1,800,000 and the issuance of 22,000,000 common shares to the existing shareholders of Oranam.

Recent developments

On January 3, 2025, the Company entered into a definitive share exchange agreement (the “**NamLith Agreement**”) with NamLith Resources Corp. (“**NamLith**”), a privately held arms-length company established under the laws of Seychelles, and each of the shareholders of NamLith. Pursuant to the terms of the NamLith Agreement, the Company acquired all of the outstanding share capital of NamLith. NamLith controls a 12.5% equity interest in Westoil.

On February 6, 2025, the Company announced the engagement of 05 Management Ltd. U.K. and Pioneer Oil and Gas Consulting Ltd. to prepare a technical report in respect of Block 2712A.

On February 7, 2025, the Company announced the engagement of Dahrouge Geological Consulting Ltd. to conduct an initial exploration program on a series of mineral claims controlled by the Company and located in central Labrador.

On April 16, 2025, the Company announced the appointment of Mason Granger as its Chief Executive Officer.

On May 12, 2025, the Company entered into the Oranam Agreement, pursuant to which it proposes to acquire all of the outstanding share capital of Oranam.

On May 26, 2025, the Company entered into a letter of intent with Oregon Corp., an arm’s length party, pursuant to which it is contemplated that the Company will acquire an initial 4.9% indirect carried interest in Blocks 1910A, 1911 and 1912B, which make up Petroleum Exploration License 96 (“**PEL 96**”), offshore Walvis Basin, Namibia, with a right to increase its indirect carried interest up to 7.0%, and with full carry through exploration, appraisal, development, and into production (the “**PEL 96 Transaction**”). The letter of intent in respect of the PEL 96 Transaction is non-binding and does not obligate the Company to complete the PEL 96 Transaction, nor does it set out the consideration for the PEL 96 Transaction. Final terms for the PEL 96 Transaction have not yet been determined and remain subject to ongoing due diligence, negotiation of definitive agreements, and receipt of any required regulatory or third-party approvals. There can be no assurance that the PEL 96 Transaction will be completed on the terms outlined, or at all.

Material facts

There are no material facts about the securities being distributed that have not been disclosed in this Offering Document or in any other document filed by the Company in the 12 months preceding the date of this Offering Document.

What are the business objectives that we expect to accomplish using the available funds?

The business objective that the Company expects to accomplish using the net proceeds of the Offering, together with existing cash and cash equivalents and a portion of the proceeds from the Concurrent Offering, is to fund the operational expenses of the Company and for general corporate purposes.

The Offering is being conducted concurrently with the Concurrent Offering and the Transaction. The Company anticipates the Offering being closed concurrently with both the Concurrent Offering and the Transaction. While the Company does not anticipate any of the proceeds of the Offering being utilized to complete the Transaction, in the event the Company elects not to proceed with the Concurrent Offering and the Transaction then it will not proceed with the Offering.

The Company cautions that completion of the Transaction remains subject to a number of conditions, including the approval of the CSE. There can be no guarantee that the Transaction will be completed in a timely fashion, or at all.

USE OF AVAILABLE FUNDS

What will our available funds be upon the closing of the Offering?

The expected total available funds to the Company following completion of the Offering, and immediately prior to completion of the Transaction, is estimated to be approximately \$6,338,224. This amount assumes the Agents' Option is not exercised and the Concurrent Offering is completed for gross proceeds of \$3,000,000.

		Assuming 100% of Offering
A	Amount to be raised by this Offering	\$4,000,000
B	Selling commissions and fees	\$320,000
C	Estimated offering costs (e.g., legal, accounting, audit) ⁽¹⁾	\$75,000
D	Net proceeds of Offering: $D = A - (B+C)$	\$3,605,000
E	Working capital as at most recent month end (deficiency)	\$43,224
F	Additional sources of funding ⁽²⁾	\$2,690,000
G	Total available funds: $G = D+E+F$	\$6,338,224

Notes:

(1) Not including costs associated with the Concurrent Offering and the Transaction.

(2) Net proceeds of the Concurrent Offering, representing gross proceeds of \$3,000,000 and deducting selling commissions of \$240,000 and estimated offering costs of \$70,000.

How will we use the available funds?

Description of intended use of available funds listed in order of priority	Assuming 100% of Offering
Transaction Closing ⁽¹⁾	\$2,500,000
Advancement of existing development operations related to Block 2712A:	
Data Acquisition and Evaluation	\$1,600,000
Training and License Renewal Fees	\$590,000
General and Administrative Expenses ⁽²⁾	\$1,017,000
Unallocated Working Capital	\$631,224
Total: Equal to G in the available funds in item 8	\$6,338,224

Note:

- (1) Representing a US\$1,800,000 payment owing in connection with the acquisition of an additional 36.0% equity interest in Westoil.
- (2) Comprised of regulatory filing fees, audit engagement, legal fees, transfer agent, shareholder meeting costs, advertising and investor relations, technical and consulting fees and other office expenses for a twelve month period.

The above noted allocation of capital and anticipated timing represents the Company's current intentions based upon its present plans and business condition, which could change in the future as its plans and business conditions evolve. Although the Company intends to spend the proceeds from the Offering as set forth above, there may be circumstances where, for sound business reasons, a reallocation of funds may be deemed prudent or necessary and may vary materially from that set forth above, as the amounts actually allocated and spent will depend on a number of factors, including the Company's ability to execute on its business plan. See the "*Cautionary Statement Regarding Forward-Looking Information*" section above.

The most recent audited annual financial statements and interim financial report of the Company included a going concern note. The Company is still focusing on maintaining its investment in Westoil and Block 2712A and has not yet generated positive cash flows from its operating activities, which may cast doubt on the Company's ability to continue as a going concern. The Offering is intended to permit the Company to continue to achieve its business objectives and is not expected to affect the decision to include a going concern note in the next annual financial statements of the Company.

How have we used the other funds we have raised in the past 12 months?

The Company has not raised other funds in the past 12 months.

FEES AND COMMISSIONS

Who are the dealers or finders that we have engaged in connection with this Offering, if any, and what are their fees?

Agents:	Research Capital Corporation, as lead agent and sole bookrunner, on behalf of a syndicate of agents (collectively, the " Agents ")
Compensation Type:	Cash fee and broker warrants
Cash Commission:	Cash commission equal to 8.0% of the gross proceeds of the Offering, subject to reduction on orders from purchasers on a president's list.
Broker Warrants:	Such number share purchase warrants (" Broker Warrants ") equal to 8.0% of the number of Units sold pursuant to the Offering, subject to reduction for orders from purchasers on a president's list, with each Broker Warrant exercisable into one Unit at the Offering Price for a period of twenty-four (24) months following the completion of the Offering, subject to accelerated expiry in certain circumstances.

Do the Agents have a conflict of interest?

To the knowledge of the Company, it is not a "related issuer" or "connected issuer" of or to the Agents, as such terms are defined in National Instrument 33-105 – *Underwriting Conflicts*.

PURCHASERS' RIGHTS

Rights of Action in the Event of a Misrepresentation

If there is a misrepresentation in this Offering Document, you have a right

- (a) to rescind your purchase of these securities with the Company, or
- (b) to damages against the Company and may, in certain jurisdictions, have a statutory right to damages from other persons.

These rights are available to you whether or not you relied on the misrepresentation. However, there are various circumstances that limit your rights. In particular, your rights might be limited if you knew of the misrepresentation when you purchased the securities.

If you intend to rely on the rights described in paragraph (a) or (b) above, you must do so within strict time limitations.

You should refer to any applicable provisions of the securities legislation of your province or territory for the particulars of these rights or consult with a legal adviser.

ADDITIONAL INFORMATION

Where you can find more information about us

Security holders can access the Company's continuous disclosure filings on SEDAR+ at www.sedarplus.ca and may find additional information on our website at www.supernovametals.com.

Purchasers should read this Offering Document and consult their own professional advisors to assess the income tax, legal, risk factors and other aspects of their investment of the Units.

CERTIFICATE OF THE COMPANY

July 11, 2025

This amended and restated Offering Document, together with any document filed under Canadian securities legislation on or after July 11, 2024, contains disclosure of all material facts about the securities being distributed and does not contain a misrepresentation.

/signed/ "Mason Granger"

Mason Granger
Chief Executive Officer

/signed/ "Tyler Dilney"

Tyler Dilney
Chief Financial Officer

APPENDIX A
ACKNOWLEDGEMENTS, COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE
PURCHASER

1. Each purchaser of the Units (the **"Purchaser"**) makes, and is deemed to make, the following acknowledgements, covenants, representations and warranties to the Company and the Agents, as at the date hereof, and as of the Closing Date which will take place on or about the week of July 14, 2025 or such other date or dates as the Company and the Agents may agree:
 - (a) the Purchaser is resident in the jurisdiction disclosed to the Company and the Purchaser was solicited to purchase in such jurisdiction;
 - (b) the subscription for the Units by the Purchaser does not contravene any of the applicable securities legislation in the jurisdiction in which the Purchaser resides and does not give rise to any obligation of the Company to: (i) prepare and file a prospectus or similar document or to register the Units (or underlying securities) or to be registered with or to file any report or notice with any governmental or regulatory authority; or (ii) be subject to any ongoing disclosure requirements under the securities legislation of such jurisdiction;
 - (c) the Purchaser has relied only upon publicly available information relating to the Company and not upon any verbal or written representation as to fact, and the Purchaser acknowledges that the Company has not made any written representations, warranties or covenants in respect of such publicly available information except as set forth in this Offering Document and the Agency Agreement. Without limiting the generality of the foregoing, except as may be provided herein, no person has made any written or oral representation to the Purchaser that any person will re-sell or re-purchase the Units or refund any of the purchase price of the Units, and no person has given any undertaking to the Purchaser relating to the future value or price of the Units;
 - (d) legal counsel retained by the Company or the Agents is acting as counsel to the Company or the Agents, respectively, and not as counsel to the Purchaser and the Purchaser may not rely upon such counsel. The Purchaser should obtain independent legal and tax advice as it considers appropriate in connection with the performance of this Offering Document and the transactions contemplated under this Offering Document, and that the Purchaser is not relying on legal or tax advice provided by the Company, the Agents or their respective counsel;
 - (e) the Purchaser acknowledges that:
 - (i) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Offering;
 - (ii) there is no government or other insurance covering the Offering; and
 - (iii) there are risks associated with the purchase of the Offering;
 - (f) the Company is relying on an exemption from the requirement to provide the Purchaser with a prospectus under applicable securities laws and, as a consequence of acquiring the Units pursuant to this exemption, the Purchaser may not receive information that would otherwise be required to be given under applicable securities laws;
 - (g) the Purchaser either (A) is not an "insider" of the Company or a "registrant" (each as defined under applicable securities laws of British Columbia) or (B) has identified itself to the Company as either an "insider" or a "registrant" (each as defined under applicable securities laws of British Columbia);

- (h) if the Purchaser is:
 - (i) a corporation, the Purchaser is duly incorporated and is validly subsisting under the laws of its jurisdiction of incorporation and has all requisite legal and corporate power and authority to subscribe for the Units pursuant to the terms set out in this Offering Document;
 - (ii) a partnership, syndicate or other form of unincorporated organization, the Purchaser has the necessary legal capacity and authority to subscribe for the Units pursuant to the terms set out in this Offering Document and has obtained all necessary approvals in respect thereof; or
 - (iii) an individual, the Purchaser is of the full age of majority and is legally competent to subscribe for the Units pursuant to the terms set out in this Offering Document;
- (i) the subscription for the Units and the completion of the transactions described herein by the Purchaser will not result in any material breach of, or be in conflict with or constitute a material default under, or create a state of facts which, after notice or lapse of time, or both, would constitute a material default under any term or provision of the constating documents, bylaws or resolutions of the Purchaser if the Purchaser is not an individual, the applicable securities laws or any other laws applicable to the Purchaser, any agreement to which the Purchaser is a party, or any judgment, decree, order, statute, rule or regulation applicable to the Purchaser;
- (j) the Purchaser is not purchasing the Units with knowledge of any material fact or material change about the Company that has not been generally disclosed and the decision of the Purchaser to acquire Units has not been made as a result of any oral or written representation as to fact or otherwise made by, or on behalf of, the Company, the Agents or any other person and is based entirely upon this Offering Document;
- (k) the Purchaser: (i) is not in the United States, its territories or possessions, any State of the United States or the District of Columbia (collectively, the “**United States**”); (ii) was outside of the United States at the time the buy order for the Units was originated; (iii) is not subscribing for the Units for the account of a person in the United States; (iv) is not subscribing for the Units for resale in the United States; and (v) was not offered the Units in the United States;
- (l) the Purchaser is aware that the Units have not been and will not be registered under the *United States Securities Act of 1933*, as amended (the “**U.S. Securities Act**”) or the securities laws of any state of the United States and that the Units may not be offered, sold or otherwise disposed of, directly or indirectly, in the United States, any state or territory of the United States or the District of Columbia, without registration under the U.S. Securities Act and all applicable state securities laws or compliance with the requirements of an exemption from such registration and it acknowledges that the Company has no obligation or present intention of filing a registration statement under the U.S. Securities Act in respect of the sale or resale of the Units;
- (m) the funds representing the aggregate subscription funds which will be advanced by the Purchaser to the Company hereunder, as applicable, will not represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (the “**PCMLTFA**”) or for the purposes of the *United States Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act*, as may be amended from time to time (the “**PATRIOT Act**”) and the Purchaser acknowledges that the Company may in the future be required by law to disclose the Purchaser’s name and other information relating to the Purchaser’s subscription of the Units, on a confidential basis, pursuant to the PCMLTFA and the PATRIOT Act, and that, to the best of its knowledge: (i) none of the subscription funds to be provided by the Purchaser (A) have been or will be derived from or related to any activity that is deemed criminal under the laws of Canada, the United States or any other jurisdiction; or (B) are being tendered on behalf of a person who has not been identified to the Purchaser; and (ii) it will

promptly notify the Company if the Purchaser discovers that any of such representations ceases to be true, and to provide the Company with appropriate information in connection therewith;

- (n) neither the Company nor the Agents, nor any of their respective directors, employees, officers, affiliates or agents has made any written or oral representations to the Purchaser: (i) that any person will resell or repurchase the Units; (ii) that any person will refund all or any part of the purchase price of the Units acquired by the Purchaser; or (iii) as to the future price or value of the Units;
 - (o) if required by applicable securities laws or the Company, the Purchaser will execute, deliver and file or assist the Company in filing such reports, undertakings and other documents with respect to the issue and/or sale of the Units as may be required by any securities commission, stock exchange or other regulatory authority;
 - (p) the Purchaser has obtained all necessary consents and authorities to enable it to agree to subscribe for the Units pursuant to the terms set out in this Offering Document and the Purchaser has otherwise observed all applicable laws, obtained any requisite governmental or other consents, complied with all requisite formalities and paid any issue, transfer or other taxes due in any territory in connection with the purchase of the Units and the Purchaser has not taken any action which will or may result in the Company acting in breach of any regulatory or legal requirements of any territory in connection with the Offering or the Purchaser's subscription;
 - (q) the Purchaser acknowledges it is not relying upon the Agents to conduct any due diligence investigation on behalf of the Purchaser regarding the Offering, the Units or the Company's business, management, financial position, condition or prospects;
 - (r) the Investor Questionnaire has been duly and validly authorized and delivered by, and constitutes a legal, valid, binding and enforceable obligation of, the Purchaser;
 - (s) the Purchaser is purchasing the Units for investment purposes only and not with a view to resale or distribution; and
 - (t) the Purchaser acknowledges that certain fees and commissions may be payable by the Company in connection with the Offering.
2. The Purchaser irrevocably authorizes the Lead Agent, in its discretion, to act as the Purchaser's representative at closing of the Offering, and hereby appoints the Lead Agent with full power of substitution, as its true and lawful attorney with full power and authority in the Purchaser's place and stead:
- (a) to authorize the electronic deposit of the Common Shares and Warrants comprising the Units, if or as applicable, with CDS Clearing and Depository Services Inc. or to receive certificates representing the Common Shares and Warrants comprising the Units, to execute in the Purchaser's name and on its behalf all closing receipts and required documents, to complete and correct any errors or omissions in any form or document provided by the Purchaser, including this Investor Questionnaire, in connection with the subscription for the Units and to exercise any rights of termination contained in the Agency Agreement;
 - (b) to deliver to the Company, or to authorize and cause delivery to the Company and the other persons that may be entitled thereto in accordance with this Investor Questionnaire of, the funds of the Purchaser representing the Subscription Amount, regardless of whether the Subscription Amount were initially delivered by the Purchaser to the Agents or to another person as instructed by the Agents and/or the Company in accordance with the terms of this Investor Questionnaire;

- (c) to act as the Purchaser's representative at closing of the Offering and to execute in the Purchaser's name and behalf all closing receipts and documents required;
- (d) to approve any opinions, certificates or other documents addressed to the Purchaser;
- (e) to extend such time periods and to waive, in whole or in part, any representations, warranties, acknowledgments or agreements for the Purchaser's benefit contained in this Investor Questionnaire, and the Agency Agreement or any ancillary or related document;
- (f) to terminate, prior to closing of the Offering, this Investor Questionnaire if any condition precedent is not satisfied, in such manner and on such terms and conditions as the Agents, in their sole discretion may determine, acting reasonably; and
- (g) without limiting the generality of the foregoing, to negotiate, settle, execute, deliver and amend the Agency Agreement and any ancillary documents in connection with the Offering.

This power of attorney is irrevocable, is coupled with an interest and has been given for valuable consideration, the receipt and adequacy of which are acknowledged by the Purchaser. This power of attorney and other rights and privileges granted under this section will survive any legal or mental incapacity, dissolution, bankruptcy or death of the Purchaser. This power of attorney extends to the heirs, executors, administrators, other legal representatives and successors, transferees and assigns of the Purchaser. Any person dealing with the Agents may conclusively presume and rely upon the fact that any document, instrument or agreement executed by the Lead Agent pursuant to this power of attorney are authorized and binding on the Purchaser, without further inquiry. The Purchaser agrees to be bound by any representations or actions made or taken by the Lead Agent pursuant to this power of attorney, and waives any and all defences that may be available to contest, negate or disaffirm any action of the Lead Agent taken in good faith under this power of attorney relating to the Offering.

3. The Purchaser, on its own behalf and (if applicable) on behalf of others for whom it is contracting hereunder, agrees that the representations, warranties and covenants of the Purchaser herein will be true and correct both as of the execution of this Investor Questionnaire and as of the Closing Date and will survive the completion of the issuance of the Units. The representations, warranties and covenants of the Purchaser herein are made with the intent that they be relied upon by the Company, the Agents and their respective counsel in determining the eligibility of a purchaser of Units, and the Purchaser (and any person on whose behalf the Purchaser is contracting hereunder) agrees to indemnify and hold harmless the Company, the Agents and their respective affiliates, shareholders, directors, officers, partners, employees and agents (including their respective legal counsel), from and against all losses, claims, costs, expenses and damages or liabilities which any of them may suffer or incur which are caused or arise from a breach thereof, including but not limited to, any fees, costs and expenses whatsoever reasonably incurred in investigating, preparing or defending against any litigation, administrative proceedings or investigation commenced or threatened in connection therewith. The Purchaser undertakes to immediately notify the Company and the Agents, of any change in any statement or other information relating to the Purchaser set forth herein which takes place prior to the closing of the Offering. In addition, to the Purchaser's knowledge, other than the Agents, there is no person acting or purporting to act in connection with the transactions contemplated herein who is entitled to any brokerage or finder's fee and if any person establishes a claim that any fee or other compensation is payable in connection with this Investor Questionnaire, the Purchaser (and any person on whose behalf the Purchaser is contracting hereunder) covenants to indemnify and hold harmless the Company and the Agents with respect thereto and with respect to all costs reasonably incurred in the defence thereof.

APPENDIX B INDIRECT COLLECTION OF PERSONAL INFORMATION

By purchasing the Units, the Purchaser acknowledges that the Company, the Agents and their respective agents and advisers may each collect, use and disclose the Purchaser's name and other specified personally identifiable information (including his, her or its name, jurisdiction of residence, address, telephone number, email address and aggregate value of the Units that it has purchased) (the "Information"), for purposes of (i) meeting legal, regulatory, stock exchange and audit requirements and as otherwise permitted or required by law or regulation, and (ii) issuing ownership statements issued under a direct registration system or other electronic book-entry system, or certificates that may be issued, as applicable, representing the Units to be issued to the Purchaser. The Information may also be disclosed by the Company or the Agents to: (i) stock exchanges, (ii) revenue or taxing authorities and (iii) any of the other parties involved in the Offering, including legal counsel, and may be included in record books in connection with the Offering. The Purchaser is deemed to be consenting to the disclosure of the Information.

By purchasing the Units the Purchaser acknowledges (A) that Information concerning the Purchaser will be disclosed to the relevant Canadian securities regulatory authorities and may become available to the public in accordance with the requirements of applicable securities and freedom of information laws and the Purchaser consents to the disclosure of the Information; (B) the Information is being collected indirectly by the applicable Canadian securities regulatory authorities under the authority granted to them in securities legislation; and (C) the Information is being collected for the purposes of the administration and enforcement of the applicable Canadian securities legislation; and by purchasing the Units, the Purchaser shall be deemed to have authorized such indirect collection of personal information by the relevant Canadian securities regulatory authorities.

The Purchaser may contact the following public official in the applicable province with respect to questions about the commission's indirect collection of such Information at the following address, telephone number and email address (if any):

Alberta Securities Commission

Suite 600, 250 – 5th Street SW
Calgary, Alberta T2P 0R4
Telephone: 403-297-6454
Toll free in Canada: 1-877-355-0585
Facsimile: 403-297-2082
Public official contact regarding indirect collection of information: FOIP Coordinator

British Columbia Securities Commission

P.O. Box 10142, Pacific Centre
701 West Georgia Street
Vancouver, British Columbia V7Y 1L2
Inquiries: 604-899-6854
Toll free in Canada: 1-800-373-6393
Facsimile: 604-899-6581
Email: FOI-privacy@bcsc.bc.ca
Public official contact regarding indirect collection of information: FOI Inquiries

The Manitoba Securities Commission

500 – 400 St. Mary Avenue
Winnipeg, Manitoba R3C 4K5
Telephone: 204-945-2561
Toll free in Manitoba: 1-800-655-5244
Facsimile: 204-945-0330
Public official contact regarding indirect collection of information: Director

Financial and Consumer Services Commission (New Brunswick)

85 Charlotte Street, Suite 300
Saint John, New Brunswick E2L 2J2
Telephone: 506-658-3060
Toll free in Canada: 1-866-933-2222

Facsimile: 506-658-3059

Email: info@fcnb.ca
Public official contact regarding indirect collection of information: Chief Executive

**Officer and Privacy Officer Government of Newfoundland and Labrador
Financial Services Regulation Division**

P.O. Box 8700
Confederation Building
2nd Floor, West Block
Prince Philip Drive
St. John's, Newfoundland and Labrador A1B 4J6
Attention: Director of Securities
Telephone: 709-729-4189
Facsimile: 709-729-6187
Public official contact regarding indirect collection of information: Superintendent of Securities

Nova Scotia Securities Commission

Suite 400, 5251 Duke Street
Duke Tower
P.O. Box 458
Halifax, Nova Scotia B3J 2P8
Telephone: 902-424-7768
Facsimile: 902-424-4625
Public official contact regarding indirect collection of information: Executive Director

Ontario Securities Commission

20 Queen Street West, 22nd Floor
Toronto, Ontario M5H 3S8
Telephone: 416-593-8314

Toll free in Canada: 1-877-785-1555

Facsimile: 416-593-8122
Email: exemptmarketfilings@osc.gov.on.ca
Public official contact regarding indirect collection of information: Inquiries Officer

Prince Edward Island Securities Office

95 Rochford Street, 4th Floor Shaw Building
P.O. Box 2000
Charlottetown, Prince Edward Island C1A 7N8
Telephone: 902-368-4569
Facsimile: 902-368-5283
Public official contact regarding indirect collection of information: Superintendent of Securities

Financial and Consumer Affairs Authority of Saskatchewan

Suite 601 - 1919 Saskatchewan Drive
Regina, Saskatchewan S4P 4H2
Telephone: 306-787-5842
Facsimile: 306-787-5899
Public official contact regarding indirect collection of information: Director

Autorité des Marchés Financiers

800, Square Victoria, 22e étage
C.P. 246, Tour de la Bourse
Montréal, Québec H4Z 1G3
Telephone: 514 395-0337 or 1 877 525-0337
Facsimile: 514 864-6381
Public official contact regarding indirect collection of information: Secrétaire Générale