

# SUBSCRIPTION AGREEMENT AND POWER OF ATTORNEY

## Probity Mining 2018 Short Duration Flow-Through Limited Partnership

### INSTRUCTIONS

- ALL SUBSCRIBERS:  
Complete and sign page 1 of the Subscription Agreement.
- ALL SUBSCRIBERS WHO ARE RESIDENTS OF BRITISH COLUMBIA, NEWFOUNDLAND AND LABRADOR, MANITOBA, NORTHWEST TERRITORIES, NUNAVUT, PRINCE EDWARD ISLAND AND YUKON who are relying on the Offering Memorandum exemption contained in section 2.9(1) or section 2.9(2) of NI 45-106:  
Complete and sign a Form 45-106F4 Risk Acknowledgement - Appendix A.
- SUBSCRIBERS WHO ARE RESIDENTS OF MANITOBA, NORTHWEST TERRITORIES, NUNAVUT, PRINCE EDWARD ISLAND AND YUKON who are relying on the Offering Memorandum exemption contained in section 2.9(2) of NI 45-106 AND who are subscribing for more than Cdn\$10,000 in Units:  
Complete and sign a Declaration of Eligible Investor Status – Appendix B.
- SUBSCRIBERS WHO ARE RESIDENTS OF ALBERTA, NOVA SCOTIA AND SASKATCHEWAN who are relying on the Offering Memorandum exemption contained in section 2.9(2.1) of NI 45-106:  
Complete and sign a Form 45-106F4 Risk Acknowledgement - Appendix A AND Schedules 1 and 2 to Appendix A.
- ALL NEW BRUNSWICK, ONTARIO AND QUÉBEC SUBSCRIBERS, AND SUBSCRIBERS RESIDENT IN OTHER PROVINCES WHO ARE PURCHASING AS “ACCREDITED INVESTORS”:  
Complete and sign the Accredited Investor Certificate – Appendix C and, if you are an individual and have chosen (j), (k) or (l) in Appendix C, the Acknowledgement of Risk – Appendix C-1.  
*\*\*NOTE: The “accredited investor” exemption available under applicable securities legislation is the only exemption available to individual Subscribers resident in New Brunswick, Ontario and Québec.\*\**
- ALL SUBSCRIBERS WHO ARE NOT INDIVIDUALS and are purchasing at least Cdn\$150,000 of Units do not have to complete and sign any of the Appendices to this Subscription Agreement.

#### **Payment**

Return pages 1 and 2 completed and completed Appendices (as applicable) together with the Subscription Price to:

Probity 2018 Mining Flow Through Management Corp.  
10 Donwoods Grove  
North York, Ontario M4N 2X5  
email: funds@probitycorporation

TO: **Probity Mining 2018 Short Duration Flow-Through Limited Partnership  
(the "Partnership")**

The undersigned (the "Subscriber") hereby acknowledges that the Partnership is offering (the "Offering") a minimum of 100,000 Units and a maximum of 2,000,000 Units (collectively, the "Units") at a subscription price (the "Subscription Price") of \$10.00 per Unit. The minimum subscription per Subscriber is a total of 500 Units of either Class, for a minimum subscription per Subscriber of \$5,000, on the terms and conditions as described in the confidential offering memorandum of the Partnership dated March 5, 2018 (the "Offering Memorandum") and the limited partnership agreement dated as of February 6, 2018, as it may be amended from time to time (the "Partnership Agreement"), and on the terms and conditions set forth in this Subscription Agreement. Capitalized terms used in this Agreement and not otherwise defined have the meaning set out in the Offering Memorandum.

The Subscriber tenders to the Partnership this subscription offer which, upon acceptance by the Partnership, will constitute an agreement of the Subscriber to subscribe for, take up, purchase and pay for and, on the part of the Partnership, to issue and sell to the Subscriber the number of Units of the Class set out below. The number of Units in respect of which this Subscription Agreement is accepted by the General Partner is referred to as the "Purchased Units".

Number of Class A Units subscribed for ( <b>FundServ Code: QWE938</b> ):
Number of Class F Units subscribed for ( <b>FundServ Code: QWE939</b> ):
Total Subscription Price (\$10 per Unit):

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

<b>TO BE COMPLETED BY INDIVIDUAL SUBSCRIBER</b>
Name of Subscriber [Please Print]
Signature of Subscriber
Address of Residence of Subscriber
Social Insurance Number
E-mail Address
Telephone Number
Facsimile Number

<b>TO BE COMPLETED BY CORPORATE, PARTNERSHIP OR TRUST SUBSCRIBER</b>
Name of Subscriber [Please Print]
Signature of Authorized Signatory
Name and Title of Authorized Signatory [Please Print]
Address of Residence of Subscriber
Business Number
E-mail Address
Telephone Number
Facsimile Number

<b>Registration Instructions:</b>
Name
Account reference, if applicable
Address
<b>Dealer Information:</b>
Dealer Company Name
Advisor Name
Advisor E-Mail Address

Advisor Telephone Number
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**GENERAL PARTNER'S ACCEPTANCE**

This subscription is accepted by **PROBITY 2018 MINING FLOW THROUGH MANAGEMENT CORP.** on behalf of the Partnership on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**PROBITY MINING 2018 SHORT DURATION FLOW-THROUGH LIMITED PARTNERSHIP,**  
 by its General Partner  
**PROBITY 2018 MINING FLOW THROUGH MANAGEMENT CORP.**

Per: \_\_\_\_\_

**TERMS AND CONDITIONS OF SUBSCRIPTION FOR UNITS OF  
PROBITY MINING 2018 SHORT DURATION FLOW-THROUGH LIMITED PARTNERSHIP**

*Capitalized terms not otherwise defined in this Subscription Agreement have the meanings ascribed thereto in the Offering Memorandum.*

1. The Subscriber acknowledges that the sale and delivery of the Units by the Partnership to the Subscriber and participation in the Partnership is subject to:

- (a) acceptance of this Subscription Agreement by Probity 2018 Mining Flow Through Management Corp. (the “General Partner”) on behalf of the Partnership;
- (b) the cheque or bank draft representing the Subscription Price being honoured upon presentment for payment;
- (c) such sale being exempt from the prospectus filing requirements of applicable securities laws relating to the offering and sale of such Units; and
- (d) certain other conditions as set forth in the Offering Memorandum and the Partnership Agreement.

The acceptance of this Subscription shall be effective upon written endorsement of acceptance hereon by the General Partner.

2. The Subscriber agrees that this subscription is given for valuable consideration and shall not be withdrawn or revoked by the Subscriber. If the Subscriber is relying on the prospectus exemption contained in Section 2.9 of National Instrument 45-106 which provides exemptions for the sale of Units to Subscribers if the Subscriber purchases as principal and the Partnership delivers the Offering Memorandum to the Subscriber in the required form, then the Subscriber should refer to the caption “Purchasers’ Rights” in the Offering Memorandum. The Subscription Price is refundable only in the circumstances described in the Offering Memorandum.

3. The offering and sale of the Units is being made pursuant to exemptions (the “Exemptions”) from the prospectus requirements of applicable securities laws. The Subscriber acknowledges and agrees that the Partnership will rely on the representations and warranties contained in this Subscription Agreement and all Appendices hereto

Subscribers must complete and execute this subscription, together with all applicable Appendices hereto and return them to the Partnership with a cheque or bank draft drawn on a Canadian chartered bank and made payable to the Partnership in the aggregate amount of the subscription funds therefor, or in such other manner as may be provided for by the Partnership. The subscription funds and documents delivered in connection herewith shall be held by the Partnership until all closing conditions have been satisfied or waived by the appropriate party.

A subscription will only be effective upon its acceptance by the Partnership. Subscriptions will only be accepted if the Partnership is satisfied that, and will be subject to a condition for the benefit of the Partnership that, the Offering can lawfully be made in the jurisdiction of residence of the Subscriber pursuant to an available Exemption and that all other applicable securities laws have been and will be complied with in connection with the proposed distribution.

The Partnership reserves the right to accept or reject any subscription in whole or in part. The Partnership shall have no liability whatsoever to any Subscriber in the event that any of the foregoing shall occur.

4. The Subscriber is hereby notified that the certificates evidencing the Purchased Units, if any, will bear a legend setting out resale restrictions under applicable securities laws in substantially the following form:

“Unless permitted under securities legislation, the holder of this security must not trade the security before the date that is 4 months and a day after the later of (i) [THE DISTRIBUTION DATE], and (ii) the date the issuer became a reporting issuer in any province or territory.”

5. The Subscriber agrees to comply with all relevant securities legislation and the Partnership Agreement concerning the purchase and any resale of the Units. The Subscriber acknowledges that the Units are subject to

restrictions on resale as set out in National Instrument 45-102 Resale of Securities (“NI 45-102”), and further acknowledges that the Partnership is not a “reporting issuer” for purposes of NI 45-102.

6. To induce the Partnership and General Partner to accept its subscription, the Subscriber hereby represents, warrants, covenants and certifies to the General Partner and the Partnership (which covenants, certifications, representations and warranties shall survive Closing) that:

- (a) the Subscriber is not a “non-resident” within the meaning of the *Income Tax Act* (Canada) (the “Tax Act”);
- (b) the Subscriber is not a “non-Canadian” within the meaning of the Investment Canada Act (Canada);
- (c) no equity interest in the Subscriber is a “tax shelter investment”, as defined in the Tax Act;
- (d) the Subscriber is not a “financial institution” within the meaning of the Tax Act;
- (e) no interest in the Subscriber is a “tax shelter investment” as that term is defined in the Tax Act;
- (f) the Subscriber is not a partnership (other than a “Canadian partnership”, as defined in the Tax Act);
- (g) the Subscriber has not financed its acquisition of Units with a financing for which recourse is or is deemed to be limited (as further described in the definition of Limited Recourse Amount at Section 1.1 of the Partnership Agreement) within the meaning of the Tax Act;
- (h) no investment in the Subscriber is or will be listed or traded on a stock exchange or other “public market”, as that term is defined in Section 122.1(l) of the Tax Act, that can reasonably be regarded as a right, whether absolute or contingent, to receive all or any part of the capital, income or revenue of the Partnership or that is or includes a right that may reasonably be considered to replicate a return on, or the value of, any Units;
- (i) if applicable, in a written notice provided to the General Partner on or before the date of acceptance of this Subscription Agreement the Subscriber identified all Resource Issuers with which the Subscriber does not deal at arm’s length (and, if the Subscriber is a Resource Issuer, acknowledged that the Subscriber is a Resource Issuer);
- (j) the subscription hereunder is being made by the Subscriber as principal for its own account and not for the benefit of any other person and not with a view to resale or distribution, and no other person or entity will have a beneficial interest in the Units and that the issuance of securities of the Partnership to it will be properly made, pursuant to exemptions from the prospectus requirements of the applicable securities laws;
- (k) the Subscriber has received, and has read and understood, a copy of the Offering Memorandum and the Partnership Agreement prior to subscribing for Units, and has based the decision to invest in the Units solely on the disclosures set out therein;
- (l) if the Subscriber is resident in New Brunswick, Ontario or Québec, EITHER:
  - (i) is an “accredited investor” as defined in NI 45-106. Specifically, the Subscriber satisfies one or more of the categories included in the definition of “accredited investor” as set out in Appendix C – Accredited Investor Certificate attached hereto and has completed, executed and delivered herewith a copy of Appendix C. The Subscriber was not created or is not used solely to purchase or hold securities as an accredited investor as described in paragraph (m) of the definition of “accredited investor” in NI 45-106. If the Subscriber is an individual, and has chosen clause (j), (k) or (l) in Appendix C, the Subscriber has also completed, executed and delivered herewith a copy of Appendix C-1;  
**OR**
  - (ii) (A) is not an individual, (B) is purchasing the Units on its own behalf and no other person, corporation, firm or other organization will have a beneficial interest in the Units, (C) is purchasing a sufficient number of Units so that the Subscriber has an aggregate acquisition cost for such Units of not less than \$150,000 paid in cash at the time of Closing, and (D) the Subscriber was not created and is not used solely to purchase or hold

securities in reliance on exemptions from the prospectus requirements of applicable securities laws;

- (m) no advice was given by, or sought by the Limited Partner from, the General Partner or Partnership, or any of their respective officers, directors or employees, as to the merits of an investment in Units;
- (n) the Subscriber has been informed of, and accepts all of the risks inherent in the investment in Units, including, without limitation, those described in the Offering Memorandum, and those associated with mining exploration and development;
- (o) the Subscriber understands that the only representations upon which the Subscriber may rely are those contained in the Offering Memorandum;
- (p) the Subscriber is responsible for obtaining its own legal, tax and accounting advice regarding the purchase and sale of Units under applicable securities and tax laws, and it has obtained such advice as it has considered necessary;
- (q) the Subscriber is aware of the characteristics of the Units and of their speculative nature as well as of the fact that they cannot be sold or otherwise disposed of except in accordance with the provisions of the Partnership Agreement and applicable securities laws;
- (r) commissions will be paid to persons legally entitled thereto in connection with the Offering from the Subscription Price;
- (s) the Subscriber was not incorporated or created solely, nor is it being used primarily, to permit purchases without a prospectus under applicable law;
- (t) no person has made to the Subscriber any written or oral representations
  - (i) that any person will resell or repurchase the Units,
  - (ii) that any person will refund the purchase price of the Units,
  - (iii) as to the future price or value of the Units, or
  - (iv) that the Units will be listed and posted for trading on a stock exchange or other “public market” (within the meaning of the Tax Act) or that application has been made to list and post the Units for trading on a stock exchange or other such public market;
- (u) if the Subscriber is an individual, he or she has attained the age of majority and is legally competent to execute the Subscription Agreement and to perform all actions required pursuant hereto;
- (v) if the Subscriber is a corporation, unincorporated association or other entity, the Subscriber has the legal capacity and competence to enter into and be bound by the Subscription Agreement and the Subscriber further certifies that all necessary approvals of directors, shareholders or otherwise have been given and obtained;
- (w) the Subscriber is resident in the jurisdiction set out on page 1 hereof;
- (x) the Subscriber is capable of giving a continuing power of attorney as contained in, and forming part of, this Subscription Agreement and the Partnership Agreement;
- (y) if required under applicable securities laws or by order of any securities commission, stock exchange or other regulatory authority, the Subscriber shall execute, deliver, file and otherwise assist the General Partner in filing such reports, undertakings and other documents with respect to the issue of Units as may be required;
- (z) the entering into of the Subscription Agreement and the completion of the transaction contemplated herein will not result in the violation of any of the terms and provisions of any law applicable to, or the constating documents of, the Subscriber or of any agreement, written or oral, to which the Subscriber is a party or by which the Subscriber is bound;
- (aa) this Subscription Agreement has been duly authorized, executed and delivered by, and constitutes a legal, valid, binding and enforceable obligation of, the Subscriber or the beneficial purchaser for whom the Subscriber is purchasing;

- (bb) the Subscriber confirms that the Units have not been offered to the Subscriber in the United States and that the Subscription Agreement has not been signed in the United States;
- (cc) the Subscriber is not a person in the United States and is not a United States person (as such terms are defined in Regulation S under the United States Securities Act of 1933, as amended and the Subscriber is not purchasing the Units for the account or benefit of a person in the United States or a United States person or for resale in the United States; and
- (dd) the Subscriber shall ensure that its status described in this Section 6 shall not be modified and it shall not transfer any of its Units, in whole or in part, in a manner that would not conform with the Partnership Agreement.

In addition, the Subscriber makes the representations, warranties, acknowledgements, covenants and agreements made or deemed to be made in the Partnership Agreement.

The Subscriber acknowledges that the foregoing representations, warranties, covenants and declarations are made by it with the intent that they, together with any completed Appendices attached hereto, may be relied upon by the Partnership and General Partner in determining the Subscriber's suitability as a purchaser of Units. The Subscriber agrees that the foregoing representations, warranties, covenants and declarations will be true and correct as of the execution of this Agreement, and it hereby agrees to indemnify the Partnership, General Partner and each Limited Partner against all losses, claims, costs, expenses and damages or liabilities which any of them may suffer or incur as a result of reliance thereon. The Subscriber agrees to notify the General Partner immediately of any change in representation, warranty, or other information relating to him set forth herein which takes place at any time in the future while such Subscriber holds Units.

The representations and warranties contained in this Section shall survive the execution of this Subscription Agreement and of the Partnership Agreement and each party is obliged to ensure the continuing accuracy of each representation and warranty made by it throughout the term of the Partnership.

The Subscriber acknowledges and agrees that the foregoing representations and warranties, covenants and acknowledgements may be relied upon by counsel for the Partnership in providing its opinion as to the issue and sale of the Units being exempt from prospectus filing requirements of applicable securities laws and that such representations and warranties, covenants and acknowledgements shall be considered to be addressed directly to such counsel.

7. In consideration of the General Partner accepting this subscription and conditional thereon, the Subscriber hereby agrees to be bound as a Limited Partner by the terms of the Partnership Agreement, as from time to time amended and in effect, and expressly ratifies and confirms the power of attorney given to the General Partner therein and, the Subscriber hereby irrevocably nominates, constitutes and appoints the General Partner, with full power of substitution, as its, his or her true and lawful attorney and agent, with full power and authority in its, his or her name, place and stead to execute, swear to, acknowledge, deliver, make, record and file when, as and where required or appropriate, any and all of the following:

- (a) the Partnership Agreement and counterparts thereof, and all documents and instruments necessary or appropriate to form, qualify or continue the qualification of the Partnership as a valid and subsisting limited partnership in any jurisdiction where the Partnership may carry on business or own or lease property in order to establish or maintain the limited liability of the Limited Partners and to comply with the applicable laws of any such jurisdiction;
- (b) all documents, instruments and certificates necessary to reflect any amendments to the Partnership Agreement which are approved pursuant to Article 16 thereof;
- (c) all conveyances, agreements, documents and other instruments necessary to facilitate and implement the dissolution and termination of the Partnership, if such dissolution and termination of the Partnership is authorized pursuant to the Partnership Agreement, including the cancellation of any Certificate of Limited Partnership and the distribution of the assets of the Partnership;
- (d) all applications, agreements, elections, determinations or designations required under the Partnership Agreement;

- (e) all instruments, deeds, agreements or documents executed by the General Partner in carrying on the Business of the Partnership as authorized in the Partnership Agreement, including those necessary to purchase, sell, or hold the Partnership's assets;
- (f) all applications, elections, determinations or designations under the Tax Act or any other taxation or other legislation or similar laws of Canada or of any other jurisdiction in respect of the affairs of the Partnership or of a Partner's interest in the Partnership including all applications, elections, determinations or designations under the Tax Act or other legislation or similar laws of Canada or of any other jurisdiction including elections under subsections 85(2) and 98(3) of the Tax Act and the corresponding provisions of applicable provincial legislation with respect to any other governmental credit, grant or benefit, the sale or transfer of any of the assets of the Partnership, the distribution of the assets of the Partnership, the implementation of any Liquidity Alternative, or the dissolution and termination of the Partnership;
- (g) any instrument or document which may be required to effect the continuation of the Partnership in accordance with the terms of the Partnership Agreement, or the admission of an additional or substitute Partner; and
- (h) any instrument or document required or appropriate to be filed with any governmental body or respecting the business, property and assets of the Partnership or the Partnership Agreement,

but the foregoing grant of authority shall not include the authority to transfer the interest of the Subscriber in its Units or to execute any proxy on behalf of such Subscriber or to vote in respect of any Ordinary Resolution or any Extraordinary Resolution.

The grant of authority contained in this power of attorney is coupled with an interest, is irrevocable and will survive the death, disability, legal incapacity, mental infirmity or incompetence, or bankruptcy of the Subscriber or the transfer or assignment by the Subscriber of all or part of its interest in the Partnership and binds the heirs, executors, administrators, and other legal representatives and successors and assigns of such Subscriber, and may be exercised by the General Partner on behalf of the Subscriber in executing any instrument or document by listing all the Limited Partners thereon and executing such instrument or document with a single signature as attorney and agent for all of them. The Subscriber agrees to be bound by any representations and actions made or taken by the General Partner pursuant to this power of attorney permitted by the Partnership Agreement and hereby waives any and all defences which may be available to contest, negate or disaffirm any such action of the General Partner taken in good faith under this power of attorney. This power of attorney shall continue on as long as the attorney and agent is the general partner of the Partnership, and shall terminate thereafter with respect to that attorney or agent upon substitution therefor of a substitute general partner but shall continue in respect of the substitute general partner.

**IMPORTANT INFORMATION REGARDING THE COLLECTION OF PERSONAL INFORMATION.**

8. The Partnership is required to file a report of trade with all applicable securities regulatory authorities containing personal information about the Subscriber and, if applicable, any disclosed beneficial purchaser of the Units. The Subscriber acknowledges that it has been notified by the Partnership:

- (a) of such delivery of a report of trade containing the full name, residential address and telephone number of each Subscriber or disclosed beneficial purchaser, the number and type of securities purchased, the total purchase price paid for such securities, the date of the purchase and the prospectus exemption relied upon under applicable securities laws to complete such purchase;
- (b) that this information is collected indirectly by the applicable securities regulatory authority under the authority granted to it under, and for the purposes of the administration and enforcement of, the securities legislation; and
- (c) that the Subscriber may contact the Administrative Support Clerk, Ontario Securities Commission at Suite 1903, Box 55, 20 Queen Street West, Toronto, Ontario, M5H 3S8 or by telephone at (416) 593-3684 for more information regarding the indirect collection of such information by the Ontario Securities Commission. Questions about such indirect collection of information by the British Columbia Securities Commission should be directed to the following telephone number: (604) 899 6500 or 1-800-373-6393 (toll free access across Canada); or by facsimile to (604) 899



6581; or in person or writing at P.O. Box 10142, Pacific Centre, 701 West Georgia Street, Vancouver, British Columbia V7Y 1L2

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

9. This Subscription Agreement shall be governed by, and construed in accordance with, the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The Purchaser hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of British Columbia with respect to any matters arising out of this Subscription Agreement.

10. This Subscription Agreement becomes effective when executed by all of the parties to it. After that time, it will be binding upon and enure to the benefit of the parties and their respective successors, heirs, executors, administrators and legal representatives. This Subscription Agreement is not transferable or assignable by any party to it.

11. This Subscription Agreement constitutes the entire agreement between the parties with respect to the transactions contemplated by it and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the parties in connection with the subject matter of this Subscription Agreement, except as specifically set forth in this Subscription Agreement. The parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Subscription Agreement.

12. No amendment to this Subscription Agreement will be valid or binding unless set forth in writing and duly executed by the parties hereto, and no waiver of any breach of any provision of this Subscription Agreement will be effective or binding unless made in writing and signed by the waiving party.

13. Time is of the essence in this Subscription Agreement.

14. This Subscription Agreement including the Appendices may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together will be deemed to constitute one and the same document. If the Subscriber does not deliver a complete copy of this Subscription Agreement to the Partnership, the Partnership shall be entitled to assume that the Subscriber accepts and agrees with all of the terms and conditions of this Subscription Agreement on the pages not delivered unaltered at Closing.

15. In this Subscription Agreement, words importing the singular number include the plural and vice versa, words importing any gender include all genders, and words importing persons include individuals, partnerships, associations, trusts and unincorporated associations. The headings contained herein are for convenience of reference only and shall not affect the construction or interpretation hereof.

16. References in this Subscription Agreement and the Appendices to "\$" or "Cdn\$" are to Canadian dollars.

17. Each of the parties hereto shall, from time to time, execute and deliver all such further documents and instruments and do all acts and things as the other parties may, either before or after the Closing of the transactions contemplated hereby, reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Subscription Agreement.

18. It is the express wish of the parties to this agreement that this Subscription Agreement and all related documents be drafted in English. Les parties aux présentes conviennent et exigent que cette convention ainsi que tous les documents s'y rattachant soient rédigés en langue anglaise.

**THE FEDERAL TAX SHELTER IDENTIFICATION NUMBER IN RESPECT OF THE PARTNERSHIP IS TS086991. THE QUÉBEC TAX SHELTER IDENTIFICATION NUMBER IS QAF-18-01705. THE IDENTIFICATION NUMBERS ISSUED FOR THIS TAX SHELTER SHALL BE INCLUDED IN ANY INCOME TAX RETURN FILED BY THE INVESTOR. ISSUANCE OF THE IDENTIFICATION NUMBERS IS FOR ADMINISTRATIVE PURPOSES ONLY AND DOES NOT IN ANY WAY CONFIRM THE**

**ENTITLEMENT OF THE INVESTOR TO CLAIM ANY TAX BENEFITS ASSOCIATED WITH THE TAX SHELTER. LES NUMÉROS D'INSCRIPTION ATTRIBUÉS À CET ABRI FISCAL DOIVENT FIGURER DANS TOUTE DÉCLARATION D'IMPÔT SUR LE REVENU PRODUITE PAR L'INVESTISSEUR. L'ATTRIBUTION DE CES NUMÉROS N'EST QU'UNE FORMALITÉ ADMINISTRATIVE ET NE CONFIRME AUCUNEMENT LE DROIT DE L'INVESTISSEUR AUX AVANTAGES FISCAUX DÉCOULANT DE CET ABRI FISCAL.**

**APPENDIX A**  
**FORM 45-106F4**  
**RISK ACKNOWLEDGEMENT**

**Keep a copy of this form for your records.**

<ul style="list-style-type: none"> <li>• I acknowledge that this is a risky investment</li> <li>• I am investing entirely at my own risk.</li> <li>• No securities regulatory authority has evaluated or endorsed the merits of these securities or the disclosure in the offering memorandum.</li> <li>• I will not be able to sell these securities except in very limited circumstances. I may never be able to sell these securities.</li> <li>• I could lose all the money I invest.</li> </ul> <p>I am investing \$_____ [total consideration] in total; this includes any amount I am obliged to pay in future. Probity Mining 2018 Short Duration Flow-Through Limited Partnership will pay \$_____ [amount of fee or commission] of this to _____ [name of person selling the securities] as a fee or commission.</p> <p><b>I acknowledge that this is a risky investment and that I could lose all the money I invest.</b></p>	WARNING				
<table style="width: 100%; border: none;"> <tr> <td style="border-top: 1px solid black; width: 40%; padding-top: 5px;">Date</td> <td style="border-top: 1px solid black; width: 60%; padding-top: 5px;">Signature of Purchaser</td> </tr> <tr> <td style="border-top: 1px solid black; padding-top: 5px;"></td> <td style="border-top: 1px solid black; padding-top: 5px;">Print Name of Purchaser</td> </tr> </table>	Date	Signature of Purchaser		Print Name of Purchaser	
Date	Signature of Purchaser				
	Print Name of Purchaser				
<p>Sign 2 copies of this document. Keep one copy for your records.</p>					

**You have 2 business days to cancel your purchase.**

To do so, send a notice to Probity Mining 2018 Short Duration Flow-Through Limited Partnership stating that you want to cancel your purchase. You must send the notice before midnight on the 2<sup>nd</sup> business day after you sign the agreement to purchase the securities. You can send the notice by fax or email or deliver it in person to Probity Mining 2018 Short Duration Flow-Through Limited Partnership at its business address. Keep a copy of the notice for your records.

Name:	Probity Mining 2018 Short Duration Flow-Through Limited Partnership	Phone: (647) 280-8901
Address:	10 Donwoods Grove, North York, Ontario M4N 2X5	
email:	funds@probitycorporation.com	

## **You are buying Exempt Market Securities**

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

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

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

## **You will receive an offering memorandum**

Read the offering memorandum carefully because it has important information about the issuer and its securities. Keep the offering memorandum because you have rights based on it. Talk to a lawyer for details about these rights.

## **The securities you are buying are not listed**

The securities you are buying are not listed on any stock exchange, and they may never be listed. You may never be able to sell these securities.

## **The issuer of your securities is a non-reporting issuer**

A non-reporting issuer does not have to publish financial information or notify the public of changes in its business. You will not receive ongoing information about this issuer.

For more information on the *exempt market*, call your local securities regulatory authority.

### **British Columbia Securities Commission**

Phone: 604 899-6500  
Fax: 604 899-6506  
www.bcsc.bc.ca

### **Alberta Securities Commission**

Phone: 403 297-6454  
Fax: 403 297-6156  
www.albertasecurities.com

### **Saskatchewan Financial Services Commission, Securities Division**

Phone: 306 787-5645  
Fax: 306 787-5899  
www.sfsc.gov.sk.ca

### **Manitoba Securities Commission**

Phone: 204 945-2548  
Fax: 204 945-0330  
www.msc.gov.mb.ca

### **Ontario Securities Commission**

Phone: 416 593-8314  
Fax: 416 593-8177  
www.osc.gov.on.ca

### **Nova Scotia Securities Commission**

Phone: 902 424-7768  
Fax: 902 424-4625  
www.gov.ns.ca

### **New Brunswick Securities Commission**

Phone: 506 658-3060  
Fax: 506 658-3059  
www.nbsc-cvm.nb.ca

### **Securities Commission of Newfoundland and Labrador**

Phone: 709 873-7490  
Fax: 709 729-6187  
www.gov.nl.ca

### **Prince Edward Island Securities Office**

Phone: 902 368-4550  
Fax: 902 368-5283  
www.gov.pe.ca

### **Department of Justice, Northwest Territories Securities Registry**

Phone: 867 873-7490  
Fax: 867 873-0243  
www.justice.gov.nt.ca

### **Yukon Registrar of Securities**

Phone: 867 667-5314  
Fax: 867 393-6251  
www.gov.yk.ca

### **Department of Justice, Nunavut Legal Registries Division**

Phone: 867 975-6190  
Fax: 867 975-6194  
www.gov.nu.ca

**SCHEDULE 1 TO APPENDIX A**

**FORM 45-106F4  
RISK ACKNOWLEDGEMENT**

**Schedule 1**

**Classification of Investors Under the Offering Memorandum Exemption**

**Instructions:** This schedule must be completed together with the Risk Acknowledgement Form and Schedule 2 by individuals purchasing securities under the exemption (the offering memorandum exemption) in subsection 2.9(2.1) of National Instrument 45-106 *Prospectus Exemptions* (NI 45-106) in Alberta, Nova Scotia and Saskatchewan.

<b>How you qualify to buy securities under the offering memorandum exemption</b>
Initial the statement under A, B, C or D containing the criteria that applies to you. (You may initial more than one statement.) If you initial a statement under B or C, you are not required to complete A.

<b>A. You are an eligible investor because:</b>		<b>Your initials</b>
<b>ELIGIBLE INVESTOR</b>	Your net income before taxes was more than \$75,000 in each of the 2 most recent calendar years, and you expect it to be more than \$75,000 in this calendar year. (You can find your net income before taxes on your personal income tax return.)	
	Your net income before taxes combined with your spouse's was more than \$125,000 in each of the 2 most recent calendar years, and you expect your combined net income to be more than \$125,000 in this calendar year. (You can find your net income before taxes on your personal income tax return.)	
	Either alone or with your spouse, you have net assets worth more than \$400,000. (Your net assets are your total assets, including real estate, minus your total debt including any mortgage on your property.)	

<b>B. You are an eligible investor, as a person described in section 2.3 [Accredited investor] of NI 45-106 or, as applicable in Ontario, subsection 7.3(3) of the Securities Act (Ontario), because:</b>		<b>Your initials</b>
<b>ACCREDITED INVESTOR</b>	Your net income before taxes was more than \$200,000 in each of the 2 most recent calendar years, and you expect it to be more than \$200,000 in this calendar year. (You can find your net income before taxes on your personal income tax return.)	
	Your net income before taxes combined with your spouse's was more than \$300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than \$300,000 in the current calendar year.	
	Either alone or with your spouse, you own more than \$1 million in cash and securities, after subtracting any debt related to the cash and securities.	
	Either alone or with your spouse, you have net assets worth more than \$5 million. (Your net assets are your total assets (including real estate) minus your total debt.)	

C. You are an eligible investor, as a person described in section 2.5 [Family, friends and business associates] of NI 45-106, because:		Your initials
<b>FAMILY, FRIENDS AND BUSINESS ASSOCIATES</b>	<p>You are:</p> <p>1) <i>[check all applicable boxes]</i></p> <p><input type="checkbox"/> a director of the issuer or an affiliate of the issuer</p> <p><input type="checkbox"/> an executive officer of the issuer or an affiliate of the issuer</p> <p><input type="checkbox"/> a control person of the issuer or an affiliate of the issuer</p> <p><input type="checkbox"/> a founder of the issuer</p> <p>OR</p> <p>2) <i>[check all applicable boxes]</i></p> <p><input type="checkbox"/> a person of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, (i) individuals listed in (1) above and/or (ii) family members, close personal friends or close business associates of individuals listed in (1) above</p> <p><input type="checkbox"/> a trust or estate of which all of the beneficiaries or a majority of the trustees or executors are (i) individuals listed in (1) above and/or (ii) family members, close personal friends or close business associates of individuals listed in (1) above</p>	
	<p>You are a family member of _____ <i>[Instruction: Insert the name of the person who is your relative either directly or through his or her spouse],</i> who holds the following position at the issuer or an affiliate of the issuer: _____.</p> <p>You are the _____ of that person or that person's spouse. <i>[Instruction: To qualify for this investment, you must be (a) the spouse of the person listed above or (b) the parent, grandparent, brother, sister, child or grandchild of that person or that person's spouse.]</i></p>	
	<p>You are a close personal friend of _____ <i>[Instruction: Insert the name of your close personal friend],</i> who holds the following position at the issuer or an affiliate of the issuer: _____.</p> <p>You have known that person for _____ years.</p>	
	<p>You are a close business associate of _____ <i>[Instruction: Insert the name of your close business associate],</i> who holds the following position at the issuer or an affiliate of the issuer: _____.</p> <p>You have known that person for _____ years.</p>	

D. You are not an eligible investor.		Your initials
<b>NOT AN ELIGIBLE INVESTOR</b>	You acknowledge that you are not an eligible investor.	

**SCHEDULE 2 TO APPENDIX A**

**FORM 45-106F4  
RISK ACKNOWLEDGEMENT**

**Schedule 2**

*Investment Limits for Investors Under the Offering Memorandum Exemption*

**Instructions:** This schedule must be completed together with the Risk Acknowledgement Form and Schedule 1 by individuals purchasing securities under the exemption (the offering memorandum exemption) in subsection 2.9(2.1) of National Instrument 45-106 *Prospectus Exemptions* (NI 45-106) in Alberta, Nova Scotia and Saskatchewan.

<b>SECTION 1 TO BE COMPLETED BY THE PURCHASER</b>
<b>1. Investment limits you are subject to when purchasing securities under the offering memorandum exemption</b>
You may be subject to annual investment limits that apply to all securities acquired under the offering memorandum exemption in a 12 month period, depending on the criteria under which you qualify as identified in Schedule 1. Initial the statement that applies to you.

<b>A. You are an eligible investor.</b>		<b>Your initials</b>
<b>ELIGIBLE INVESTOR</b>	As an eligible investor that is an individual, you cannot invest more than <b>\$30,000</b> in all offering memorandum exemption investments made in the previous 12 months, unless you have received advice from a portfolio manager, investment dealer or exempt market dealer, as identified in section 2 of this schedule, that your investment is suitable.  Initial one of the following statements:	
	You confirm that, after taking into account your investment of \$_____ today in this issuer, you have not exceeded your investment limit of \$30,000 in all offering memorandum exemption investments made in the previous 12 months.	
	You confirm that you received advice from a portfolio manager, investment dealer or exempt market dealer, as identified in section 2 of this schedule that the following investment is suitable.	
	You confirm that, after taking into account your investment of \$_____ today in this issuer, you have not exceeded your investment limit in all offering memorandum exemption investments made in the previous 12 months of \$100,000.	

<b>B. You are an eligible investor, as a person described in section 2.3 [Accredited investor] of NI 45-106 or, as applicable in Ontario, subsection 7.3(3) of the Securities Act (Ontario).</b>		<b>Your initials</b>
<b>ACCREDITED INVESTOR</b>	You acknowledge that, by qualifying as an eligible investor as a person described in section 2.3 [Accredited investor], you are not subject to investment limits.	

<b>C. You are an eligible investor, as a person described in section 2.5 [Family, friends and business associates] of NI 45-106.</b>		<b>Your initials</b>
<b>FAMILY, FRIENDS AND BUSINESS ASSOCIATES</b>	You acknowledge that, by qualifying as an eligible investor as a person described in section 2.5 [Family, friends and business associates], you are not subject to investment limits.	

D. You are not an eligible investor.		Your initials
<b>NOT AN ELIGIBLE INVESTOR</b>	<p>You acknowledge that you cannot invest more than <b>\$10,000</b> in all offering memorandum exemption investments made in the previous 12 months.</p> <p>You confirm that, after taking into account your investment of \$_____ today in this issuer, you have not exceeded your investment limit of \$10,000 in all offering memorandum exemption investments made in the previous 12 months.</p>	

SECTION 2 TO BE COMPLETED BY THE REGISTRANT	
<b>2. Registrant information</b>	
<i>[Instruction: this section must only be completed if an investor has received advice from a portfolio manager, investment dealer or exempt market dealer concerning his or her investment.]</i>	
First and last name of registrant (please print):	
Registered as: <i>[Instruction: indicate whether registered as a dealing representative or advising representative]</i>	
Telephone:	Email:
Name of firm: <i>[Instruction: indicate whether registered as an exempt market dealer, investment dealer or portfolio manager.]</i>	
Date:	



## APPENDIX B

### DECLARATION OF ELIGIBLE INVESTOR STATUS

**To: Probity Mining 2018 Short Duration Flow-Through Limited Partnership (the “Partnership”)**

The Subscriber hereby confirms and certifies that the Subscriber is purchasing the Units as principal, that the Subscriber is resident in the jurisdiction set out on the page 1 of the Subscription Agreement to which this Appendix is attached, and that the Subscriber is: **[check and initial appropriate boxes]**

- a person (an “Eligible Investor”) whose **[circle and initial one or more]**
  - (i) net assets, alone or with a spouse, in the case of an individual, exceed Cdn\$400,000,
  - (ii) net income before taxes exceeded Cdn\$75,000 in each of the two most recent calendar years and who reasonably expects to exceed that income level in the current calendar year, or
  - (iii) net income before taxes, alone or with a spouse, in the case of an individual exceeded Cdn\$125,000 in each of the two most recent calendar years and who reasonably expects to exceed that income level in the current calendar year,
- a person of which a majority of the voting securities are beneficially owned by Eligible Investors or a majority of the directors are eligible investors,
- a general partnership in which all of the partners are Eligible Investors,
- a limited partnership in which the majority of the general partners are Eligible Investors,
- a trust or estate in which all of the beneficiaries or a majority of the trustees or executors are Eligible Investors,
- an accredited investor,
- a person described in section 2.5 of National Instrument 45-106 [family, friends and business associates], or
- a person that has obtained advice regarding the suitability of the investment and if the person is resident in a jurisdiction of Canada, that advice has been obtained from an eligibility adviser. An “eligibility adviser” means:
  - (a) a person that is registered as an investment dealer and authorized to give advice with respect to the type of security being distributed, and
  - (b) in Saskatchewan or Manitoba, also means a lawyer who is a practicing member in good standing with a law society of a jurisdiction of Canada or a public accountant who is a member in good standing of an institute or association of chartered accountants, certified general accountants or certified management accountants in a jurisdiction of Canada provided that the lawyer or public accountant must not:
    - (i) have a professional, business or personal relationship with the issuer, or any of its directors, executive officers, founders or control persons, and
    - (ii) have acted for or been retained personally or otherwise as an employee, executive officer, director, associate or partner of a person that has acted for or been retained by the issuer or any of its directors, executive officers, founders or control persons within the previous 12 months.

If a Corporation or Other Entity:

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Name of Entity

---

Type of Entity

---

Signature of Person Signing

---

Print or Type Name and Title of Person Signing

If an Individual:

---

Signature of Subscriber

---

Print or Type Name

## APPENDIX C

### ACCREDITED INVESTOR CERTIFICATE

**To: Probity Mining 2018 Short Duration Flow-Through Limited Partnership (the “Partnership”)**

The undersigned, referred to in this Accredited Investor Certificate as the “**Subscriber**”, is an “accredited investor”, as such term is defined in National Instrument 45-106 Prospectus Exemptions (“**NI 45-106**”) and, as at the time the Subscriber’s purchase of Units of the Partnership is accepted by the Partnership (the “**Closing**”), the Subscriber will fall within one or more of the following categories (**Please check and initial one or more, as applicable**). All dollar amounts are referenced in Canadian dollars.

(Note: Unless otherwise indicated, section references in this Appendix are references to sections of NI 45-106. Upon the request of the Subscriber, the Partnership will provide the Subscriber with a copy of NI 45-106 as currently published by the Canadian Securities Administrators.)

“**accredited investor**” means

- (a) a Canadian bank, loan corporation, trust company, insurance company or other Canadian financial institution (as defined in NI 45-106), or a Schedule III bank,
- (b) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada),
- (c) a subsidiary of any person referred to in paragraphs (a) or (b), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary,
- (d) a person registered under the securities legislation of a province or territory of Canada as an adviser or dealer,
- (e) an individual registered under the securities legislation of a province or territory of Canada as a representative of a person referred to in paragraph (d),
- (e.1) an individual formerly registered under the securities legislation of a province or territory of Canada, other than an individual formerly registered solely as a representative of a limited market dealer under one or both of the *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador),
- (f) the Government of Canada or a province or territory of Canada, or any crown corporation, agency or wholly owned entity of the Government of Canada or a province or territory of Canada,
- (g) a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l’île de Montréal or an intermunicipal management board in Québec,
- (h) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government,
- (i) a pension fund that is regulated by the Office of the Superintendent of Financial Institutions (Canada), a pension commission or similar regulatory authority of a jurisdiction of Canada,

(j) an individual who, either alone or with a spouse, beneficially owns financial assets (as defined below), having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds \$1,000,000,

Please complete Appendix C-1

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

(k) an individual whose net income before taxes exceeded \$200,000 in each of the two most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the two most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year,

Please complete Appendix C-1

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

Please complete Appendix C-1

(m) a person, other than an individual or investment fund, that has net assets of at least \$5,000,000, as shown on its most recently prepared financial statements, and that was not formed for the sole purpose of making a representation to this effect in order to qualify as an accredited investor,

(n) an investment fund that distributes or has distributed its securities only to

(i) a person that is or was an accredited investor at the time of the distribution,

(ii) a person that acquires or acquired securities in the circumstances referred to in sections 2.10 [*Minimum amount investment*] or 2.19 [*Additional investment in investment funds*] of NI 45-106 or equivalent exemptions under applicable securities legislation as specified in Section 8.2 of NI 45-106, or

(iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 [*Investment fund reinvestment*] of NI 45-106,

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

(p) a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be,

(q) a person acting on behalf of a fully managed account managed by that person, if that person is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction,

(r) a registered charity under the *Income Tax Act* (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded,

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

- (t) a person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors,
- (u) an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser,
- (v) a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as an accredited investor, or
- (w) a trust established by an accredited investor for the benefit of the accredited investor's family members of which a majority of the trustees are accredited investors and all of the beneficiaries are the accredited investor's spouse, a former spouse of the accredited investor or a parent, grandparent, brother, sister, child or grandchild of that accredited investor, of that accredited investor's spouse or of that accredited investor's former spouse. ***If you checked (w), please indicate the name and category of accredited investor (by reference to the applicable letter above) of each of:***

<b>Accredited Investors</b>	Name	Category:
Individual who established trust:		
Trustee:	_____	_____
Trustee:	_____	_____
Trustee:	_____	_____
	_____	_____

***[attach sheet if more than 3 trustees]***

For purposes hereof, the following terms shall have the stated meanings as defined in NI 45-106:

**“financial assets”** means

- (a) cash,
- (b) securities, or
- (c) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation;

**“net assets”** - to calculate an individual's net assets under the net asset test in paragraph (l) above, subtract the individual's total liabilities from the individual's total assets. The value attributed to assets should reasonably reflect their estimated fair value. Income tax should be considered a liability if the obligation to pay it is outstanding at the time of the distribution of the Units.

The foregoing representations and warranties and this Certificate are true and accurate as of the date of this Certificate and will be true and accurate as of Closing. If any such representation, warranty or certification will not be true and accurate prior to Closing, the Subscriber will give immediate written notice of such fact to the Partnership.

**IN WITNESS WHEREOF**, the Subscriber has executed this Accredited Investor Certificate as of the \_\_\_\_ day of \_\_\_\_\_, 2018.

If a Corporation or Other Entity:

If an Individual:

\_\_\_\_\_  
Name of Entity

\_\_\_\_\_  
Signature of Subscriber

\_\_\_\_\_  
Type of Entity

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Signature of Person Signing

\_\_\_\_\_  
Print or Type Name and Title of Person Signing

**APPENDIX C-1**

**FORM 45-106F9  
FORM FOR INDIVIDUAL ACCREDITED INVESTORS**

Please keep a copy of this form for your records.

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

<b>SECTION 1</b>	
<b>1. About your investment</b>	
Type of securities: <i>Limited Partnership Units</i> <input type="checkbox"/> Class A Units <input type="checkbox"/> Class F Units	Issuer: <i>Probity Mining 2018 Short Duration Flow-Through Limited Partnership</i>
Purchased from the Issuer: <i>Probity Mining 2018 Short Duration Flow-Through Limited Partnership</i>	
<b>SECTIONS 2 TO 4 TO BE COMPLETED BY THE SUBSCRIBER</b>	
<b>2. Risk acknowledgement</b>	
This investment is risky. Initial that you understand that:	<b>Your initials</b>
<b>Risk of loss</b> – You could lose your entire investment of \$_____. <i>[Insert the total dollar amount of the Units you are purchasing]</i>	
<b>Liquidity risk</b> – You may not be able to sell your investment quickly – or at all.	
<b>Lack of information</b> – You may receive little or no information about your investment.	
<b>Lack of advice</b> – You will not receive advice from the salesperson about whether this investment is suitable for you unless the salesperson is registered. The salesperson is the person who meets with, or provides information to, you about making this investment. To check whether the salesperson is registered, go to <a href="http://www.aretheyregistered.ca">www.aretheyregistered.ca</a> .	
<b>3. Accredited investor status</b>	
You must meet at least <b>one</b> of the following criteria to be able to make this investment. Initial the statement that applies to you. (You may initial more than one statement.) The person identified in section 6 is responsible for ensuring that you meet the definition of accredited investor. That person, or the salesperson identified in section 5, can help you if you have questions about whether you meet these criteria.	<b>Your initials</b>
<ul style="list-style-type: none"> <li>• Your net income before taxes was more than \$200,000 in each of the 2 most recent calendar years, and you expect it to be more than \$200,000 in the current calendar year. (You can find your net income before taxes on your personal income tax return.)</li> </ul>	
<ul style="list-style-type: none"> <li>• Your net income before taxes combined with your spouse's was more than \$300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than \$300,000 in the current calendar year.</li> </ul>	
<ul style="list-style-type: none"> <li>• Either alone or with your spouse, you own more than \$1 million in cash and securities, after subtracting any debt related to the cash and securities.</li> </ul>	
<ul style="list-style-type: none"> <li>• Either alone or with your spouse, you have net assets worth more than \$5 million. (Your net assets</li> </ul>	

are your total assets (including real estate) minus your total debt.)	
<b>4. Your name and signature</b>	
By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form. <i>[Note: The information in sections 1, 5 and 6 must be completed before the Subscriber completes sections 2 and 3 and signs the form.]</i>	
First and last name (please print):	
Signature:	Date:
<b>SECTION 5 TO BE COMPLETED BY THE SALESPERSON</b>	
<b>5. Salesperson information</b>	
<i>[Instruction: The salesperson is the person who meets with, or provides information to, the purchaser with respect to making this investment. That could include a representative of the issuer or selling security holder, the Agent, a registrant or a person who is exempt from the registration requirement.]</i>	
First and last name of salesperson (please print):	
Telephone:	E-mail:
Name of firm (if registered):	
<b>SECTION 6 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER</b>	
<b>6. For more information about this investment, please contact:</b>	
<p><b>Probity Mining 2018 Short Duration Flow-Through Limited Partnership</b></p> <p>c/o Probity 2018 Mining Flow Through Management Corp.</p> <p>10 Donwoods Grove North York, Ontario M4N 2X5</p> <p>Tel. No: (647) 280-8901</p> <p>E-mail: <a href="mailto:funds@probitycorporation.com">funds@probitycorporation.com</a></p> <p><b>For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at <a href="http://www.securities-administrators.ca">www.securities-administrators.ca</a>.</b></p>	