

Fabula Exploration Inc.
Subscription and Pooling Agreement – Units

INSTRUCTIONS

ALL SUBSCRIBERS:

- Complete and sign pages 1 and 2 of the Subscription and Pooling Agreement.
- If you are relying on the “accredited investor” exemption, complete and sign the Accredited Investor Certificate attached as Schedule A to the Subscription and Pooling Agreement (including, if applicable, the Risk Acknowledgement Form for Individual Accredited Investors attached as Appendix I to Schedule A).
- If you are relying on the “family, friends and business associates” exemption, complete and sign the Family, Friends and Business Associates Certificate attached as Schedule B to the Subscription and Pooling Agreement (including, if applicable, the Risk Acknowledgement Form for Ontario Family, Friends and Business Associates attached as Appendix I to Schedule B or the Risk Acknowledgement Form for Saskatchewan Family, Friends and Business Associates attached as Appendix II to Schedule B).

INTERNATIONAL SUBSCRIBERS (i.e. non-Canadian and non-United States):

- Complete the steps above.
- Complete and sign the International Purchaser Certificate attached as Schedule C attached to the Subscription and Pooling Agreement.

DELIVERY OF SUBSCRIPTION AND POOLING AGREEMENT

A completed and signed copy of this Subscription and Pooling Agreement and all applicable Schedules must be delivered by email to Fabula Exploration Inc. at 1980 - 1075 West Georgia Street, Vancouver, BC V6E 3C9 (email: queenie.kuang@barongroupintl.com), and concurrently, a certified cheque, bank draft, or money order payable to “Fabula Exploration Inc.” in Canadian funds.

TO: Fabula Exploration Inc. (the "Issuer")

The undersigned (the "**Subscriber**") hereby acknowledges that the Issuer is proceeding with a non-brokered private placement (the "**Private Placement**") of units (the "**Units**") at a price of \$0.05 per Unit. Each Unit will be comprised of one common share of the Issuer (a "**Share**") and one common share purchase warrant (a "**Warrant**"). Each full Warrant will be exercisable into a common share (a "**Warrant Share**") for a period of one year at an exercise price of \$0.25. In this Subscription Agreement, a reference to "Securities" means Units, the Shares, the Warrants and/or the Warrant Shares, as the context requires.

The undersigned hereby tenders to the Issuer this subscription offer which, upon acceptance by the Issuer, will constitute an agreement of the Subscriber to subscribe for, take up, purchase and pay for and, on the part of the Issuer, to issue and sell to the Subscriber, the number of Units for the aggregate purchase price (the "**Aggregate Purchase Price**") set out below, upon and subject to the terms and conditions set forth under "Terms and Conditions of Subscription for Units" attached hereto (together with this page and the applicable Schedules, the "**Subscription and Pooling Agreement**"). The Subscriber agrees to be bound by the terms and conditions set out in this Subscription and Pooling Agreement. The Subscriber further agrees that the Issuer may rely upon the Subscriber's representations, warranties, covenants and acknowledgements contained in this Subscription and Pooling Agreement.

SUBSCRIPTION AND SUBSCRIBER INFORMATION

<hr/>
(Name of Subscriber - please print)
By: <hr/>
(Authorized Signature)
<hr/>
(Official Capacity or Title - please print)
<hr/>
(Please print name of individual whose signature appears above if different than the name of the Subscriber printed above.)
<hr/>
(Subscriber's Address)
<hr/>
<hr/>
(Telephone Number) (E-Mail Address)
Are you a Registrant (as defined in securities laws)?
<input type="checkbox"/> YES <input type="checkbox"/> NO
Are you an Insider (as defined in securities laws)?
<input type="checkbox"/> YES <input type="checkbox"/> NO
Are you subscribing as agent for another person?
<input type="checkbox"/> YES <input type="checkbox"/> NO
If the Subscriber is subscribing as agent for a principal and is not subscribing pursuant to box (p) or (q) of Schedule A, complete the box entitled "Disclosed Principal Information" and ensure that the appropriate Schedule (A, B or C) is completed on behalf of such principal. If the Subscriber is acting as agent for more than one principal, a separate subscription agreement must be executed as to each such principal.

Number of Units(A):

Aggregate Purchase Price:
(A) x \$0.05 =

Disclosed Principal Information (if purchaser not the same as Subscriber):
<hr/>
(Name of Disclosed Principal/Account details)
<hr/>
(Disclosed Principal's address)
<hr/>
(Telephone Number)
<hr/>
(Fax Number)
<hr/>
(Email Address)
The above information is true and correct and the appropriate Schedule in the form attached hereto has been completed for each beneficial purchaser.

Register the Securities as set forth below:

(Name)

(Account reference, if applicable)

(Address, including postal code)

Deliver the Certificates representing the Securities as set forth below:

ALL SECURITIES CERTIFICATES TO BE HELD AT THE COMPANY'S REGISTERED AND RECORDS OFFICE

(Name)

N/A

(Account reference, if applicable)

N/A

(Contact Name)

N/A

(Address)

N/A

This Subscription and Pooling Agreement is accepted by the Issuer this _____ day of _____, 2018.

Fabula Exploration Inc.

Per:

 Authorized Signatory

TERMS AND CONDITIONS OF SUBSCRIPTION FOR UNITS

1. THE PRIVATE PLACEMENT

1.1 The Subscriber understands that the Units subscribed for hereunder constitute a portion of the aggregate number of Units which are being offered for sale pursuant to the Private Placement. The completion of the Private Placement is not subject to the completion of any minimum aggregate offering or any closing condition other than as set forth herein. The Private Placement is not, and under no circumstance is to be construed as, a public offering of the Units. The Private Placement is not being made, and this subscription does not constitute an offer to sell or the solicitation of an offer to buy the Units in any jurisdiction where, or to any person whom, it is unlawful to make such an offer or solicitation. The issuance of the Units will not restrict or prevent the Issuer from obtaining any other financing or from issuing additional securities or rights.

1.2 Each Warrant will entitle the holder, on exercise, to purchase one Warrant Share at a price of \$0.25 for a period of one year following the Closing Date. The Warrants will be transferable but will not be listed for trading on any securities exchange. The certificates representing the Warrants will, among other things, include provisions for the appropriate adjustment in the number and price of the Warrant Shares issued on exercise of the Warrants upon the occurrence of certain events, including any subdivision, consolidation or reclassification of the Issuer's common shares, the payment of stock dividends and the amalgamation of the Issuer. The issue of the Warrants will not restrict or prevent the Issuer from obtaining any other financing, or from issuing additional securities or rights, during the period within which the Warrants may be exercised. No fractional Warrants will be issued, but rather the number of Warrants to be issued shall be rounded down to the nearest whole number.

2. REPRESENTATIONS, WARRANTIES, COVENANTS AND ACKNOWLEDGEMENTS OF THE SUBSCRIBER

2.1 **Representations, Warranties, Covenants and Acknowledgements of ALL Subscribers.** The Subscriber (on its own behalf and, if applicable, on behalf of the Disclosed Principal), acknowledges, represents, warrants and covenants to and with the Issuer that, as at the date given above and at the Closing Time:

- (a) the Issuer is not now a "reporting issuer" under the securities laws of any province or territory in Canada, the Issuer has no obligation to become a reporting issuer and there is no guarantee that it will become a reporting issuer in the future; and the Subscriber further acknowledges that as a result of the Issuer not being a reporting issuer, the Securities will be subject to a restricted period under applicable Canadian securities laws of 4 months from the later of the Closing Date (as defined herein) and the date the Issuer becomes a reporting issuer under the securities laws of any province or territory of Canada, during which time the Subscriber may not trade the Securities without filing a prospectus or being able to rely on one of the limited exemptions from the requirements to file a prospectus under applicable securities laws, and the Subscriber acknowledges it is purchasing as principal, or it is purchasing in its capacity as agent for a principal or principals whose identity is disclosed on the first page of this Subscription and Pooling Agreement, and the Subscriber was in the jurisdiction of the address disclosed on the first page of the Subscription and Pooling Agreement when the investment decision with respect to the Securities was made and intends for the securities laws of that jurisdiction to govern the Subscriber's subscription. Accordingly, the certificates representing the Securities, and all certificates issued in exchange therefor or in substitution thereof, will bear, as of the Closing Date, a legend substantially in the following form and with the necessary information inserted:

"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) [INSERT CLOSING DATE], AND (ii) THE DATE THE ISSUER BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY."

- (b) the Units are being offered for sale only on a "private placement" basis and that the sale and delivery of the Units is conditional upon such sale being exempt from the requirements under applicable securities laws as to the filing of a prospectus or a registration statement or upon the issuance of such

- orders, consents or approvals as may be required to permit such sale without the filing of a prospectus or a registration statement and, as a consequence (i) it may be restricted from using most of the civil remedies available under securities legislation; (ii) the common law may not provide it with an adequate remedy in the event that it suffers a loss in connection with this subscription; (iii) it may not receive information that would otherwise be required to be provided to it under securities laws; and (iv) the Issuer may be relieved from certain obligations that would otherwise apply under securities laws;
- (c) the Subscriber is aware that the constating documents of the Issuer provide that the Shares may not be sold, transferred or disposed of without the consent of the Issuer's directors, which can effectively be withheld at the discretion of the directors;
 - (d) the Subscriber certifies that it, and if applicable, the Disclosed Principal, is resident in the jurisdiction(s) set out on the second page of this Subscription and Pooling Agreement;
 - (e) the Subscriber is either:
 - (i) purchasing the Units as principal for its own account and not for the benefit of any other person or is deemed under applicable securities laws to be purchasing the Units as principal, and in either case is purchasing the Units for investment only and not with a view to the resale or distribution of all or any of the Units ; or
 - (ii) purchasing the Units as agent for a disclosed principal (the "**Disclosed Principal**") and is not deemed under applicable securities laws to be purchasing the Units as principal, and it is duly authorized to enter into this Subscription and Pooling Agreement and to execute and deliver all documentation in connection with the purchase on behalf of such Disclosed Principal, who is purchasing as principal for its own account and not for the benefit of any other person and for investment only and not with a view to the resale or distribution of all or any of the Securities and in its capacity as agent, the Subscriber is acting in compliance with all applicable securities and other laws;
 - (f) the Subscriber acknowledges that:
 - (i) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Units or the documents in connection therewith;
 - (ii) there is no government or other insurance covering the Units ;
 - (iii) the Subscriber (i) has adequate net worth and means of providing for its current financial needs and possible personal contingencies, (ii) has no need for liquidity in this investment and can afford the complete loss of such investment, (iii) is able to bear the economic risks of an investment in the Units for an indefinite period of time, (iv) is able to fend for itself in the Subscription, (v) has such knowledge and experience in business matters as to be capable of evaluating the merits and risks of its prospective investment in the Units;
 - (iv) there are restrictions on the Subscriber's or the Disclosed Principal's ability to resell the Securities and it is the responsibility of the Subscriber or the Disclosed Principal to find out what those restrictions are and to comply with them before selling the Securities ; and
 - (v) the Issuer has advised the Subscriber that the Issuer is relying on an exemption from the requirements to provide the Subscriber with a prospectus and to sell securities through a person registered to sell securities under applicable securities laws, as a consequence of acquiring the Units pursuant to this exemption, certain protections, rights and remedies provided by the applicable securities laws, including statutory rights of rescission or damages, will not be available to the Subscriber or the Disclosed Principal;
 - (g) the Subscriber or the Disclosed Principal for which it is acting, as the case may be:

- (i) is an “accredited investor” within the meaning of National Instrument 45-106 – *Prospectus Exemptions* (“**NI 45-106**”) and has completed and signed the Accredited Investor Certificate attached as Schedule A hereto (including, if applicable, the Risk Acknowledgement Form for Individual Accredited Investors attached as Appendix I to Schedule A); or
- (ii) is a person referred to in the “family, friends and business associates” exemption contained in Sections 2.5, 2.6 or 2.6.1 of NI 45-106 and has completed and signed the Friends, Family and Business Associates Certificate attached as Schedule B hereto (including, if applicable, the Risk Acknowledgement Form for Ontario Family, Friends and Business Associates attached as Appendix I to Schedule B or the Risk Acknowledgement Form for Saskatchewan Family, Friends and Business Associates attached as Appendix II to Schedule B);

and, in completing and signing Schedule A or Schedule B, as the case may be, the Subscriber or the Disclosed Principal, as the case may be, represents and warrants to the Issuer that it understands the meaning of what it is completing and signing;

- (h) no person has made to the Subscriber or the Disclosed Principal, if applicable, any written or oral representations:
 - (i) that any person will resell or repurchase any of the Securities;
 - (ii) that any person will refund the purchase price of any of the Securities;
 - (iii) as to the future price or value of the Securities; or
 - (iv) that any of the Securities will be listed and posted for trading on a stock exchange or that application has been made to list and post any of the Shares for trading on a stock exchange;
- (i) the Subscriber is not aware of any advertisement of any of the Units and is not acquiring the Units as a result of any form of general solicitation or general advertising including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio or television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising; and the Subscriber has not received or reviewed, and does not expect to receive, any offering memorandum, any prospectus or registration statement or any other document describing or purporting to describe the business and affairs of the Issuer that has been prepared for delivery to, and review by, prospective purchasers in order to assist them in making an investment decision in respect of the Units ;
- (j) it will not offer or sell the Securities in the United States or to a U.S. Person unless such securities are registered under the United States Securities Act of 1933, as amended (the “**U.S. Securities Act**”) and the securities laws of all applicable states of the United States or an exemption from such registration requirements is available and further that it will not resell the Securities except in accordance with the provisions of constating documents of the Issuer, applicable securities legislation, regulations, rules, policies and orders and stock exchange rules, it has no intention to distribute either directly or indirectly any of the Securities in the United States, except in compliance with the U.S. Securities Act and applicable state securities laws, and it further agrees that hedging transactions involving such securities may not be conducted unless in compliance with the U.S. Securities Act;
- (k) it is aware that none of the Securities have been, and none will be, registered under the U.S. Securities Act or the securities laws of any state of the United States and that the Securities may not be offered or sold, directly or indirectly, in the United States without registration under the U.S. Securities Act or compliance with requirements of an exemption from such registration and the applicable laws of all applicable states and acknowledges that the Issuer does not have any present intention of filing a registration statement under the U.S. Securities Act in respect of any of the Securities ;
- (l) it, or if applicable, the Disclosed Principal, is aware that the Shares have not been and will not be listed on a U.S. securities exchange or registered under the United States Securities Exchange Act of

1934, as amended, and the Issuer does not expect any trading market for the Shares to develop in the United States;

- (m) the Issuer will have the right to accept this subscription in whole or in part and the acceptance of this subscription offer will be conditional upon the sale of the Units to the Subscriber or the Disclosed Principal, as the case may be, being exempt from the prospectus and registration requirements under applicable relevant securities legislation;
- (n) the Subscriber has the legal capacity and competence to enter into and execute this Subscription and Pooling Agreement and to take all actions required pursuant hereto and, if an individual, is of full age of majority, and if the Subscriber is a corporation, it is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation, and all necessary approvals by its directors, shareholders and others have been given to authorize the execution of this Subscription and Pooling Agreement on behalf of the corporate Subscriber;
- (o) the entering into of this Subscription and Pooling Agreement and the transactions contemplated hereby 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 the Disclosed Principal, if applicable, or of any agreement, written or oral, to which the Subscriber, or the Disclosed Principal, if applicable, may be a party or by which it is or may be bound;
- (p) this Subscription and Pooling Agreement has been duly executed and delivered by the Subscriber and constitutes a legal, valid and binding obligation of the Subscriber enforceable against the Subscriber and, if applicable, the Disclosed Principal;
- (q) the Subscriber and the Subscriber's advisor(s) have had a reasonable opportunity to ask questions of and receive answers from the Issuer in connection with the distribution of the Units hereunder, and to obtain additional information, to the extent possessed or obtainable without unreasonable effort or expense, necessary to verify the accuracy of the information about the Issuer;
- (r) the Subscriber acknowledges that it obtained for itself, or if applicable, the Disclosed Principal, independent legal, tax and investment advice (including in its jurisdiction of residence) with respect to this subscription and the holding and subsequent sale of the Subscriber's Securities and, accordingly, has had the opportunity to acquire an understanding of the meaning of all terms contained herein relevant for purposes of giving representations, warranties and covenants under this Subscription and Pooling Agreement, and to understand the tax consequences of holding or disposing of the Subscriber's Securities, including those of its jurisdiction of residence, or if it has not obtained such advice that it or if applicable, the Disclosed Principal, understands all relevant legal, tax and investment issues with respect to this subscription and the holding and subsequent sale of the Subscriber's Securities, and the consequences of the resale restrictions imposed on the Subscriber's Securities under this Subscription and Pooling Agreement as well as applicable laws and has been advised by the Issuer of the resale restrictions imposed on the Subscriber's Securities under this Subscription and Pooling Agreement and the constating documents of the Issuer;
- (s) the Subscriber and, if applicable, the Disclosed Principal, are aware of the risks and other characteristics of the Securities and of the fact that the Subscriber and, if applicable, the Disclosed Principal, may not be able to resell the Securities purchased by it except in accordance with the applicable securities legislation and regulatory policies and that the Securities may be subject to resale restrictions and may bear a legend to this effect;
- (t) if required by applicable securities legislation, policy or order or by any securities commission, stock exchange or other regulatory authority, the Subscriber and, if applicable, the Disclosed Principal, will execute, deliver, file and otherwise assist the Issuer in filing, such reports, undertakings and other documents with respect to the issue of the Securities as may be required;
- (u) the information made available to the Subscriber is confidential and non-public, and the Subscriber agrees that all such information shall be kept in confidence by the Subscriber and neither be used by

the Subscriber for its personal benefit (other than in connection with this Subscription and Pooling Agreement) or disclosed to any third party for any reason, unless requested by any governmental representative or any regulatory authority or required by any legal or regulatory proceeding, notwithstanding that this subscription may not be accepted by the Issuer; provided, however, that this obligation shall not apply to any such information that (i) is part of the public knowledge or literature and readily accessible as of the date hereof, (ii) except as a result of a breach of this provision, becomes part of the public knowledge or literature and readily accessible by publication, or (iii) is received from third parties (except third parties who disclose such information in violation of any confidentiality agreements or obligations, including, without limitation, any subscription or other similar agreement entered into with the Issuer);

- (v) none of the funds being used to purchase the Units are to the Subscriber's and, if applicable, the Disclosed Principal's knowledge proceeds obtained or derived directly or indirectly as a result of illegal activities. The funds being used to purchase the Units which will be advanced by the Subscriber to the Issuer hereunder will not represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) Act* (Canada) (the "PCMLA") and the Subscriber acknowledges that the Issuer may in the future be required by law to disclose the Subscriber's name and, if applicable, the Disclosed Principal's name, and other information relating to this Subscription and Pooling Agreement and the Subscriber's subscription hereunder, on a confidential basis, pursuant to the PCMLA. To the best of its knowledge (a) none of the funds to be provided by the Subscriber are being tendered on behalf of a person or entity who has not been identified to the Subscriber, and (b) it shall promptly notify the Issuer if the Subscriber and, if applicable, the Disclosed Principal discovers that any of such representations ceases to be true, and to provide the Issuer with appropriate information in connection therewith; and
- (w) if required by applicable securities laws, regulations, rules, policies or orders or by any securities commission, stock exchange or other regulatory authority, the Subscriber will execute, deliver, file and otherwise assist the Issuer in filing, such reports, undertakings and other documents with respect to the issue of Securities .

2.2 Further Representations, Warranties, Covenants and Acknowledgements of non-Canadian and non-United States Subscribers. The Subscriber (on its own behalf and, if applicable, on behalf of the Disclosed Principal), which is not a U.S. Person, was not in the United States when the Units were offered, and which did not sign this Subscription and Pooling Agreement in the United States, represents, warrants, covenants and acknowledges to the Issuer (and acknowledges that the Issuer is relying thereon) as at the date given above and at the Closing Time that:

- (a) if the subscriber is not a person resident in Canada, it has completed, executed and concurrently delivered the certificate in the form attached as Schedule C and the information contained therein is true and correct;
- (b) it consents to the Issuer making a notation in its records or giving instructions to any transfer agent in order to implement the restrictions on transfer set forth and described herein;
- (c) it: (i) is not a U.S. person (as defined in Regulation S of the U.S. Securities Act, which definition includes, but is not limited to, an individual resident in the United States, an estate or trust of which any executor or administrator or trustee, respectively, is a U.S. Person and any partnership or corporation organized or incorporated under the laws of the United States) (a "U.S. Person") ; (ii) is not purchasing the Securities on behalf of (as agent or otherwise), or for the account or benefit of, a person in the United States or a U.S. Person; (iii) was not in the United States when the Securities were offered or sold; (iv) the Subscriber and its authorized signatory was not in the United States when this Subscription and Pooling Agreement was received, executed or delivered; and (v) acknowledges, or if applicable, the Disclosed Principal, acknowledges, that it has not purchased the Securities as a result of any directed selling efforts (as such term is used in Regulation S of the U.S. Securities Act) or any general solicitation or general advertising, as such terms are defined in Regulation D under the U.S. Securities Act, including, without limitation, advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast

over radio or television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;

- (d) it understands that, for purposes of Regulation S of the U.S. Securities Act, a “distributor” is any underwriter, dealer or other person who participates, pursuant to a contractual arrangement in the distribution of securities sold in reliance on Regulation S and that an “affiliate” is any partner, officer, director or any person directly or indirectly controlling, controlled by or under common control with any person in question; except as otherwise permitted by Regulation S, it agrees that it will not, during a one-year distribution compliance period, act as a distributor, either directly or through any affiliate, or sell, transfer, hypothecate or otherwise convey the Securities other than to or for the account or benefit of a non-U.S. Person; and
- (e) the current structure of this transaction and all transactions and activities contemplated hereunder is not a scheme to avoid the registration requirements of the U.S. Securities Act.

2.3 In connection with the Subscriber’s investment in the Units, the Subscriber and, if applicable, the Disclosed Principal have not relied upon the Issuer or the Issuer’s legal counsel or advisors for any investment, legal or tax advice, and have, if desired, in all cases sought the advice of the Subscriber’s or Disclosed Principal’s own personal investment advisor, legal counsel and tax advisors, and the Subscriber and the Disclosed Principal are either experienced in or knowledgeable with regard to the affairs of the Issuer or, either alone or with their professional advisors, capable by reason of knowledge and experience in financial and business matters in general, and investments in particular, of evaluating the merits and risks of an investment in the Units, and are able to bear the economic risk of an investment in the Units and can otherwise be reasonably assumed to have the capacity to protect their own interest in connection with the investment.

2.4 The Subscriber agrees to make, execute and deliver any and all further assurances or other documents necessary to give full force and effect to the meaning and intent of this Subscription and Pooling Agreement, including any such documentation that the Issuer may require to verify eligibility of the Subscriber under applicable securities laws.

2.5 The foregoing representations, warranties, covenants and acknowledgements are made by the Subscriber with the intent that they be relied upon by the Issuer in determining its suitability as a purchaser of the Units. The Subscriber undertakes to notify the Issuer immediately of any change in any representation, warranty or other information relating to the Subscriber set forth herein which takes place prior to the Closing Time.

3. POWER OF ATTORNEY

3.1 **In consideration of the acceptance of this Subscription by the Issuer and to the extent permitted by applicable law, the Subscriber hereby irrevocably constitutes and appoints the Chief Executive Officer of the Issuer (the “Attorney”), with full power of substitution, as the Subscriber’s true and lawful attorney and agent, with full power and authority in the Subscriber’s name, place and stead and for the Subscriber’s benefit to (a) approve and sign a pooling or escrow agreement on behalf of the Subscriber to provide for pooling or escrow of the Securities, as the case may be, in connection with the completion of a going-public transaction by the Issuer and (b) vote the Securities in favour of any annual consent resolutions of the Issuer’s shareholders (including but not limited to resolutions waiving the requirement to hold annual general meetings and the appointment of auditors) and on any other resolution that the Attorney deems necessary.**

3.2 The power of attorney granted in Section 3.1 above is hereby declared to be irrevocable and is a power coupled with an interest and will survive the assignment by the Subscriber of the whole or any part of its interest and extends to the administrators, successors and assigns of the Subscriber and may be exercised by the Attorney on behalf of the Subscriber by executing any certificate, instrument, form, proxy or agreement as attorney and agent for the Subscriber. The Subscriber agrees to be bound by actions made or taken by the Attorney pursuant to this power-of-attorney in accordance with the terms hereof and the Subscriber hereby waives any claims, losses, costs, expenses, damages or liabilities it may have against the Attorney in the execution of the power granted in Section 3.1 above.

3.3 The Subscriber agrees to indemnify the Attorney fully against all claims, losses, costs, expenses, damages or liability which the Attorney may sustain or incur as a result of any action by it pursuant to the power of attorney granted under this Section 3.1. (including any necessary and reasonable costs incurred in enforcing this indemnity).

4. POOLING AGREEMENT

4.1 The Subscriber hereby deposits the Units as well as any other securities received by the Subscriber (a) as a dividend or other distribution on the Units, (b) on the exercise of a right of purchase, conversion or exchange attaching to the Units, including securities received on conversion of warrants, (c) on a subdivision, or compulsory or automatic conversion or exchange of the Units, (d) or from a successor issuer in a business combination to be held in pool under this Subscription and Pooling Agreement (collectively, the “**Pool Securities**”).

4.2 The Pool Securities will be released on the day which is 6 months after the listing of the Issuer on a recognized stock exchange. The Subscriber acknowledges that the Units may bear a legend to this effect.

5. CLOSING

5.1 On or prior to Closing, the Subscriber will deliver to the Issuer a certified cheque, bank draft or wire transfer payable to “Fabula Exploration Inc. ” for the Aggregate Purchase Price or payment of the same amount in such other manner as is acceptable to the Issuer. **The Subscriber acknowledges that the Issuer does not intend to make physical delivery of any certificates representing the Shares or Warrants unless requested in writing by the Subscriber. All such certificates will be held by the Issuer after Closing at its registered and records office.**

5.2 The sale of the Units pursuant to this Subscription and Pooling Agreement will be completed at the offices of the Issuer on such date(s) as the Issuer may decide (the “**Closing Date**”) at such time(s) as the Issuer may decide to close on the Closing Date (the “**Closing Time**”).

5.3 The Subscriber acknowledges and agrees that the obligations of the Issuer hereunder are conditional on the accuracy of the representations and warranties of the Subscriber contained in this Subscription and Pooling Agreement as of the date of this Subscription and Pooling Agreement, and as of the Closing Date as if made at and as of the Closing Date, and the fulfillment of the following additional conditions as soon as possible and in any event not later than the Closing Date:

- (a) the Issuer having accepted this Subscription and Pooling Agreement;
- (b) payment by the Subscriber of the Aggregate Purchase Price in a manner described above;
- (c) the Subscriber having properly completed, signed and delivered this Subscription and Pooling Agreement to the Issuer in accordance with the instructions on the face page; and
- (d) the Subscriber having properly completed, signed and delivered, as applicable, pages 1 and 2 of this Subscription and Pooling Agreement, and Schedule A, B or C, as applicable, and any further documentation as required under applicable securities laws or any stock exchange or other regulatory authority and the Subscriber covenants and agrees to do so upon the reasonable request by the Issuer.

5.4 By executing this Subscription and Pooling Agreement, the Subscriber acknowledges and agrees that if the Securities purchased hereunder are sold, transferred or disposed of during any applicable hold period required under applicable securities laws, the Subscriber will comply with all applicable securities laws.

5.5 Unless otherwise required under applicable law, the Issuer shall be entitled to rely on delivery of a facsimile or e-mail copy of executed Subscription and Pooling Agreements, and acceptance by the Issuer of such facsimile or e-mail subscriptions shall be legally effective to create a valid and binding agreement between the Subscriber and the Issuer in accordance with the terms hereof. In addition, this Subscription and Pooling Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document.

6. USE OF PERSONAL INFORMATION

6.1 The Subscriber hereby acknowledges and consents to the collection, use, and disclosure of certain personal information by the applicable securities commissions in Canada, including the publishing or otherwise making available to the public personal information including, for individuals, their name, number and type of securities purchased, the total Aggregate Purchase Price, and their insider or registrant status, if applicable, and for non-individual Subscribers, the above information and their address, contact person name and telephone number and the exemption that the Subscriber is relying on in purchasing the Shares. In the event the Subscriber has any questions with respect to the indirect collection of such information by these securities commissions, the Subscriber should contact the relevant person listed in Annex A to CSA Staff Notice 45-308. If the Subscriber is resident in or otherwise subject to the securities laws applicable in the Province of Ontario, the information provided by the Subscriber in this Subscription and Pooling Agreement identifying the name, address and telephone number of the Subscriber, the number of Shares being purchased hereunder and the total purchase price as well as the closing date and the exemption that the Subscriber is relying on in purchasing the Shares will be disclosed to the Ontario Securities Commission (the “OSC”), and such information is being indirectly collected by the OSC under the authority granted to it under securities legislation. This information is being collected for the purposes of the administration and enforcement of the securities legislation of Ontario. Each Subscriber (and for certainty, including each Disclosed Principal) hereby authorizes the indirect collection of such information by the OSC. In the event the Subscriber has any questions with respect to the indirect collection of such information by the OSC, the Subscriber should contact the OSC, Administrative Support Clerk at (416) 593-3684 or in person or writing at Suite 1903, Box 55, 20 Queen Street West, Toronto, Ontario M5H 3S8.

6.2 The Subscriber, on its own behalf and, if applicable, the Disclosed Principal, acknowledges and consents: (i) to the fact that the Issuer is collecting its personal information (as that term is defined under applicable privacy legislation, including, the *Personal Information Protection and Electronic Documents Act* (Canada) and any other applicable similar, replacement or supplemental provincial or federal legislation or laws in effect from time to time), or that of the Disclosed Principal, for the purpose of completing this Subscription and Pooling Agreement; (ii) to the Issuer retaining such personal information for as long as permitted or required by law; and (iii) to the fact that the Issuer may be required by the securities laws of the applicable jurisdictions, the rules and policies of any stock exchange or the rules of the Investment Industry Regulatory Organization of Canada to provide regulatory authorities with any personal information provided by the Subscriber in this Subscription and Pooling Agreement. The Subscriber represents and warrants, as applicable, that it has the authority to provide the consents and acknowledgements set out in this paragraph on its own behalf and, if applicable, on behalf of the Disclosed Principal. In addition to the foregoing, it agrees and acknowledge that the Issuer may use and disclose its personal information, or that of the Disclosed Principal, as follows:

- (a) for internal use with respect to managing the relationships between, and contractual obligations of the Issuer and the Subscriber or the Disclosed Principal;
- (b) for use and disclosure for income tax related purposes, including without limitation, where required by law, disclosure to Canada Revenue Agency;
- (c) disclosure to securities regulatory authorities and other regulatory bodies with jurisdiction with respect to reports of trades and similar regulatory filings;
- (d) disclosure to a governmental or other authorities to which the disclosure is required by court order or subpoena compelling such disclosure and where there is no reasonable alternative to such disclosure;
- (e) disclosure to professional advisers of the Issuer so that they may perform their professional services in connection with the Private Placement;
- (f) disclosure to any person where such disclosure is necessary for legitimate business reasons and is made with the Subscriber’s prior written consent;
- (g) disclosure to a court determining the rights of the parties under this Subscription and Pooling Agreement;
- (h) for use to verify the eligibility of the Subscriber under applicable securities laws; or

- (i) for use and disclosure as otherwise required by law.

7. GENERAL

7.1 The Subscriber agrees to indemnify and hold harmless the Issuer and its respective directors, officers, employees, agents, advisers and shareholders from and against any and all loss, liability, claim, damage and expense (including, but not limited to, any and all fees, costs and expenses reasonably incurred in investigating, preparing or defending against any claim, law suit, administrative proceeding or investigation whether commenced or threatened) arising out of or based upon any representation or warranty of the Subscriber contained herein or in any document furnished by the Subscriber to the Issuer in connection herewith being untrue in any material respect or any breach or failure by the Subscriber to comply with any covenant or agreement made by the Subscriber herein.

7.2 The obligations of the Issuer are subject to all required regulatory approvals.

7.3 Time is of the essence of this Subscription and Pooling Agreement and will be calculated in accordance with the provisions of the *Interpretation Act* (British Columbia).

7.4 This Subscription and Pooling Agreement is to be read with all changes in gender or number as required by the context.

7.5 The headings in this Subscription and Pooling Agreement are for convenience of reference only and do not affect the interpretation of this Subscription and Pooling Agreement.

7.6 Unless otherwise indicated, all dollar amounts referred to in this Subscription and Pooling Agreement are in lawful currency of Canada.

7.7 This Subscription and Pooling Agreement, any amendment, addendum or supplement hereto, and all other documents relating hereto shall be governed by and construed in accordance with the internal laws of the Province of British Columbia, and the federal laws of Canada applicable therein, governing contracts made and to be performed wholly therein, and without reference to its principles governing the choice or conflict of laws. The parties hereto irrevocably attorn and submit to the exclusive jurisdiction of the courts of the Province of British Columbia, sitting in the City of Vancouver, with respect to any dispute related to or arising from this Subscription and Pooling Agreement.

7.8 The Subscriber consents to the filing of such documents and any other documents as may be required to be filed with any securities regulatory authority in connection with the Private Placement.

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

7.10 The parties may amend this Subscription and Pooling Agreement only in writing.

7.11 This Subscription and Pooling Agreement enures to the benefit of and is binding upon the parties and, as the case may be, their respective heirs, executors, administrators and, successors.

7.12 A party will give all notices or other written communications to the other parties concerning this Subscription and Pooling Agreement by hand or by registered mail addressed to such other parties' respective addresses which are noted on page one of this Subscription and Pooling Agreement.

7.13 This Subscription and Pooling Agreement may be executed in counterparts, each of which when delivered will be deemed to be an original and all of which together will constitute one and the same document and the Issuer will be entitled to rely on delivery by facsimile machine of an executed copy of this subscription, and acceptance by the Issuer of such facsimile copy will be equally effective to create a valid and binding agreement between the Subscriber and the Issuer as if the Issuer had accepted the subscription originally executed by the Subscriber.

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SCHEDULE A

ACCREDITED INVESTOR CERTIFICATE

This Certificate contains certain specifically defined terms, highlighted in boldface and defined herein. If you are unsure as to the meanings of those terms, or are unsure as to the applicability of any provision below to you, please contact a representative of the Issuer (as defined below), your dealer and/or legal advisor before completing this Certificate.

TO: Fabula Exploration Inc. (the “Issuer”)

In connection with the purchase by the undersigned purchaser (the “**Subscriber**” or “**you**”) of securities of the Issuer pursuant to the Subscription and Pooling Agreement to which this Certificate is attached, the Subscriber or the undersigned on behalf of the Subscriber, as the case may be, certifies that the Subscriber is purchasing securities of the Issuer as principal and is (and at the time of acceptance of the subscription will be) an “accredited investor” within the meaning of National Instrument 45-106 *Prospectus Exemptions*, as applicable, because the Subscriber is:

PLACE YOUR INITIALS BESIDE EACH CATEGORY BELOW WHICH APPLIES TO YOU AND COMPLETE EACH QUESTION WHICH FOLLOWS EACH INITIALLED CATEGORY. IN COMPLETING THIS CERTIFICATE, PLEASE REVIEW THE DEFINITIONS OF ALL BOLDFACED TERMS, WHICH APPEAR AT THE END OF THIS CERTIFICATE, AND THE GUIDANCE WHICH APPEARS IN THE FOOTNOTES TO THIS CERTIFICATE.

Registrant

- _____ (d) A **person** registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer
- (i) In which jurisdiction(s) of Canada is the **person** registered?

- (ii) In which category is the **person** registered?

Representative of Registrant

- _____ (e) An individual registered under the securities legislation of a jurisdiction of Canada as a representative of a **person** referred to in paragraph (d)
- (i) What is the name of the **person** referred to in paragraph (d) with whom the Subscriber is registered?

- (ii) In which jurisdiction(s) of Canada is the **person** referred to in paragraph (d) registered?

- (iii) In which category of registration is the **person** referred to in paragraph (d) registered?

Former Registrant

_____ (e.1) An individual formerly registered under the securities legislation of a jurisdiction of Canada, other than an individual formerly registered solely as a representative of a limited market dealer under one or both of the *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador)

(i) In which jurisdiction(s) of Canada was the Subscriber formerly registered?

(ii) In which category of registration was the Subscriber formerly registered?

Individual/Spouse with Net Financial Assets Greater than \$1,000,000

_____ (j) An individual who, either alone or with a **spouse**,¹ beneficially owns **financial assets**² having an aggregate realizable value that, before taxes but net of any **related liabilities**, exceeds \$1,000,000³

Note: Subscribers who indicate that they satisfy this category must complete the Risk Acknowledgment Form attached as Appendix I to this Schedule A.

Individual with Net Financial Assets Greater than \$5,000,000

_____ (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

Individual/Spouse with Net Income Greater than \$200,000/\$300,000

_____ (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 \$300,000⁴ 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

Note: Subscribers who indicate that they satisfy this category must complete the Risk Acknowledgment Form attached as Appendix I to this Schedule A.

¹ If an individual accredited investor wishes to purchase through a wholly-owned holding company or similar entity, such purchasing entity must qualify under paragraph (t) below.

² The value of an investor's personal residence or other real estate is **not** included in the calculation of financial assets.

³ Either spouse qualifies as an accredited investor in paragraph (j) if the combined financial assets of both spouses exceed \$1,000,000.

⁴ Either **spouse** qualifies as an accredited investor in paragraph (k) if the combined net income of both **spouses** exceeds \$300,000. If the combined net income of both **spouses** does not exceed \$300,000, but the net income of one of the **spouses** exceeds \$200,000, only the **spouse** whose net income exceeds \$200,000 qualifies as an accredited investor in paragraph (k).

Individual/Spouse with Net Assets at Least \$5,000,000

_____ (l) An individual who, either alone or with a **spouse**, has net assets⁵ of at least \$5,000,000⁶

Note: Subscribers who indicate that they satisfy this category must complete the Risk Acknowledgment Form attached as Appendix I to this Schedule A.

Entity with Net Assets Greater than \$5,000,000

_____ (m) A **person**, other than an individual or **investment fund**, that has net assets⁷ of at least \$5,000,000 as shown on its most recently prepared financial statements⁸

Person Owned by Accredited Investors

_____ (t) A **person** in respect of which all of the owners of interests, direct, indirect⁹ or beneficial, except the voting securities required by law to be owned by **directors**, are **persons** that are accredited investors

Name(s) of interest owner(s):

Form, number and percentage of interests owned by the owner(s):

Category described in paragraphs (d), (e), (j), (j.1), (k), (l) or (m) above applicable to the owner(s):

[DEFINED TERMS FOLLOW]

⁵ The calculation of total assets includes all of the Subscriber’s assets, and could include the value of a Subscriber’s personal residence and other real estate, and the calculation of total liabilities would include the amount of any liability (such as a mortgage) in respect of the Subscriber’s personal residence.

⁶ Either **spouse** qualifies as an accredited investor in paragraph (l) if the combined net assets of both **spouses** exceeds \$5,000,000.

⁷ The net asset test means all of the purchaser’s total assets minus all of the purchaser’s total liabilities. Accordingly, for the purposes of the net asset test, the calculation of total assets would include the value of a purchaser’s personal residence and the calculation of total liabilities would include the amount of any liability (such as a mortgage) in respect of the purchaser’s personal residence. To calculate a purchaser’s net assets under the net asset test in paragraph (l) of the “accredited investor” definition, subtract the purchaser’s total liabilities from the purchaser’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 security.

⁸ The financial statements must be prepared in accordance with applicable generally accepted accounting principles.

⁹ In British Columbia, an indirect interest means an economic interest in the person referred to.

DEFINED TERMS

For the purposes of this Certificate:

“**director**” means: (a) a member of the board of directors of a company or an individual who performs similar functions for a company, and (b) with respect to a **person** that is not a company, an individual who performs functions similar to those of a director of a company;

“**executive officer**”: means, for an issuer, an individual who is (a) a chair, vice-chair or president, (b) a vice-president in charge of a principal business unit, division or function including sales, finance or production, or (c) performing a policy-making function in respect of the issuer;

“**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 legislation¹⁰;

“**person**” includes: (a) an individual, (b) a corporation, (c) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not, and (d) an individual or other person in that person’s capacity as a trustee, executor, administrator or personal or other legal representative;

“**related liabilities**” means (a) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of **financial assets**, or (b) liabilities that are secured by **financial assets**; and

“**spouse**” means, an individual who: (a) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada), from the other individual, (b) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or (c) in Alberta, is an individual referred to in paragraph (a) or (b), or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta).

[SIGNATURE PAGE FOLLOWS]

¹⁰ These financial assets are generally liquid or relatively easy to liquidate. The value of a purchaser’s personal residence is not included in a calculation of financial assets.

CERTIFICATION BY SUBSCRIBER

The Subscriber acknowledges that the Issuer and its counsel are relying on this Certificate to determine the Subscriber’s suitability as a purchaser of theUnits. The Subscriber agrees that the representations, covenants and certifications contained in this Certificate shall survive any issuance of securities of the Issuer to the Subscriber.

The foregoing representations are true and accurate as of the date of this Certificate and will be true and accurate as of the time of issuance of theUnits. If any such representation shall not be true and accurate prior to the time of issuance of theUnits, the undersigned shall give immediate written notice of such fact to the Issuer and its legal counsel.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the _____ day of _____, 2018.

If a Corporation, Partnership or Other Entity:

If an Individual:

Name of Entity

Signature

Type of Entity

Print or Type Name

Signature of Person Signing

Print or Type Name and Title of Person Signing

APPENDIX I TO SCHEDULE A

RISK ACKNOWLEDGEMENT FORM

INDIVIDUAL ACCREDITED INVESTORS ONLY

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

SECTION 1 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER	
1. About your investment	
Type of securities: Units, each consisting of one common share and one warrant	Issuer: Fabula Exploration Inc. (the "Issuer")
Purchased from: The Issuer	
SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER	
2. Risk acknowledgement	
	Your Initials:
This investment is risky. Initial that you understand that:	
Risk of loss - You could lose your entire investment of \$_____ [Instruction: Insert the total dollar amount of the investment.]	
Liquidity risk - You may not be able to sell your investment quickly - or at all.	
Lack of information - You may receive little or no information about your investment	
Lack of advice - You will not receive advice from the salesperson about whether this investment is suitable for you unless the salesperson is registered. The salesperson is the person who meets with you, or provides information to, you about making this investment. To check whether the salesperson is registered, go to www.aretheyregistered.ca .	
3. Accredited investor status	
You must meet at least one of the following criteria to be able to make this investment. Initial the statement that applies to you. (You may initial more than one statement.) The person identified in section 6 is responsible for ensuring that you meet the definition of accredited investor. That person, or the salesperson identified in section 5, can help you if you have questions about whether you meet the criteria:	Your Initials:
<ul style="list-style-type: none"> • 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 taxes on your personal income tax return]. 	
<ul style="list-style-type: none"> • 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. 	
<ul style="list-style-type: none"> • 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. 	
<ul style="list-style-type: none"> • Either alone or with your spouse, you have net assets of worth more than \$5 million. (Your net assets are your total assets (including real estate) minus your total debt). 	
4. Your name and signature	
By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form.	
First and last name (please print):	
Signature:	Date:

SECTION 5 TO BE COMPLETED BY THE SALESPERSON	
5. Salesperson information	
<i>[Instruction: The salesperson is the person who meets with, or provides information to, the purchaser with respect to making this investment. That could include a representative of the issuer or selling security holder, a registrant or a person who is exempt from the registration requirement.]</i>	
First and last name of salesperson (please print):	
Telephone:	Email:
Name of firm (if registered):	
SECTION 6 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER	
6. For more information about this investment	
<p>Fabula Exploration Inc. 1980 - 1075 West Georgia Street, Vancouver, BC V6E 3C9 Contact Person: Queenie Kuang Telephone: (604) 688-9588 Email: queenie.kuang@barongroupintl.com</p> <p>For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca.</p>	

SCHEDULE B

FAMILY, FRIENDS AND BUSINESS ASSOCIATES CERTIFICATE

This Certificate contains certain specifically defined terms, highlighted in boldface and defined herein. If you are unsure as to the meanings of those terms, or are unsure as to the applicability of any provision below to you, please contact a representative of the Issuer (as defined below), your dealer and/or legal advisor before completing this Certificate.

TO: Fabula Exploration Inc. (the “Issuer”)

In connection with the purchase by the undersigned purchaser (the “**Subscriber**” or “**you**”) of securities of the Issuer pursuant to the Subscription and Pooling Agreement to which this Certificate is attached, the Subscriber or the undersigned on behalf of the Subscriber, as the case may be, certifies that:

1. To the knowledge of the undersigned, no commission or finder’s fee will be paid to any director, officer, founder or control person of the Issuer in connection with the subscription contemplated hereby;
2. To the knowledge of the undersigned, no fees or commissions will be paid to any person, including registrants or finders, to identify, find or introduce family members, close personal friends or close business associates to the Issuer;
3. The Subscriber is purchasing securities of the Issuer as principal and is (and at the time of acceptance of the subscription will be):

PLACE YOUR INITIALS BESIDE EACH CATEGORY BELOW WHICH APPLIES TO YOU AND COMPLETE EACH QUESTION WHICH FOLLOWS EACH INITIALLED CATEGORY.

IN COMPLETING THIS CERTIFICATE, PLEASE REVIEW THE DEFINITIONS OF ALL BOLDFACED TERMS, WHICH APPEAR AT THE END OF THIS CERTIFICATE, AND THE GUIDANCE WHICH APPEARS IN THE FOOTNOTES TO THIS CERTIFICATE.

ONTARIO SUBSCRIBERS MUST COMPLETE THE RISK ACKNOWLEDGEMENT FORM ATTACHED AS APPENDIX I TO THIS SCHEDULE B.

SASKATCHEWAN SUBSCRIBERS WHO INITIAL NEXT TO ITEMS (D), or (E), BELOW MUST COMPLETE THE RISK ACKNOWLEDGEMENT FORM ATTACHED AS APPENDIX II TO THIS SCHEDULE B.

Director or Executive Officer

- _____ (a) A **director** or **executive officer** of the Issuer
- List the Subscriber’s positions with the Issuer:

Relationship with a Director or Executive Officer

_____ (b) A **spouse**, parent, grandparent, brother, sister, child or grandchild of a **director** or **executive officer** of the Issuer

Name of **director** or **executive officer** of the Issuer with whom the Subscriber has a relationship (the “**Director or Officer**”):

The Subscriber’s relationship to the Director or Officer (i.e. **spouse**, parent, grandparent, brother, sister, child or grandchild):

Relationship with the Spouse of a Director or Executive Officer

_____ (c) A parent, grandparent, brother, sister, child or grandchild of the **spouse** of a **director** or **executive officer** of the Issuer

Name of **spouse** of a **director** or **executive officer** of the Issuer with whom the Subscriber has a relationship (the “**Spouse**”):

Name of **director** or **executive officer** who is married to the Spouse:

The Subscriber’s relationship to the Spouse (i.e. parent, grandparent, brother, sister, child or grandchild):

Close Personal Friend

_____ (d) A **close personal friend** of a **director** or **executive officer** of the Issuer

Name of **director** or **executive officer** of the Issuer with whom the Subscriber is a **close personal friend** (the “**Director or Officer**”):

For what length of time has the Subscriber known the Director or Officer?

What is the nature of the relationship between the Subscriber and the Director or Officer?

What is the frequency of contact between the Subscriber and the Director or Officer?

What is the level of trust and reliance in other circumstances between the Subscriber and the Director or Officer?

Close Business Associate

_____ (e) A **close business associate** of a **director** or **executive officer** of the Issuer
 Name of **director** or **executive officer** of the Issuer with whom the Subscriber is a **close business associate** (the “**Director or Officer**”):

For what length of time has the Subscriber known the Director or Officer?

What is the nature of the relationship between the Subscriber and the Director or Officer?

What is the frequency of contact between the Subscriber and the Director or Officer?

What is the level of trust and reliance in the other circumstances between the Subscriber and the Director or Officer?

Person Owned or Controlled by Friends and Family

_____ (h) A **person** of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, persons described in paragraphs (a) to (e)

If a majority of the voting securities of the entity are owned by persons described in paragraphs (a) to (e):

<u>Name of Beneficial Owner of the Voting Securities of the Subscriber</u>	<u>Percentage of Voting Securities of the Subscriber Beneficially Owned by the Beneficial Owner</u>	<u>Relationship described in Paragraphs (a) to (e) above applicable to the Beneficial Owner</u>

If a majority of the directors of the entity are persons described in paragraphs (a) to (e):

<u>Name of Director</u>	<u>Relationship described in Paragraphs (a) to (e) above applicable to the Director</u>

[DEFINED TERMS FOLLOW]

DEFINED TERMS

For the purposes of this Certificate:

“**director**” means: (a) a member of the board of directors of a company or an individual who performs similar functions for a company, and (b) with respect to a **person** that is not a company, an individual who performs functions similar to those of a director of a company;

“**executive officer**” means, for an issuer, an individual who is (a) a chair, vice-chair or president; (b) a vice-president in charge of a principal business unit, division or function including sales, finance or production; or (c) performing a policy-making function in respect of the issuer;

“**person**” includes: (a) an individual, (b) a corporation, (c) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not, and (d) an individual or other person in that person’s capacity as a trustee, executor, administrator or personal or other legal representative; and

“**spouse**” means, an individual who (a) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada), from the other individual, (b) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or (c) in Alberta, is an individual referred to in paragraph (i) or (ii), or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta).

Close Personal Friend

A “close personal friend” of a director or executive officer of an issuer is an individual who knows the director or executive officer well enough and has known them for a sufficient period of time to be in a position to assess their capabilities and trustworthiness and to obtain information from them with respect to the investment. The term “close personal friend” can include a family member who is not already specifically identified if the family member satisfies the criteria discussed above. An individual is not a close personal friend solely because the individual is: (a) a relative; (b) a member of the same organization, association or religious group; (c) a co-worker, colleague or associate at the same workplace; (d) a client, customer, former client or former customer; (e) a mere acquaintance; or (f) connected through some form of social media such as Facebook, Twitter or LinkedIn.

Close Business Associate

A “close business associate” is an individual who has had sufficient prior business dealings with a director or executive officer of the issuer to be in a position to assess their capabilities and trustworthiness and to obtain information from them with respect to the investment. An individual is not a close business associate solely because the individual is: (a) a member of the same club, organization, association or religious group; (b) a co-worker, colleague or associate at the same workplace; (c) a client, customer, former client or former customer; (d) a mere acquaintance; or (e) connected through some form of social media such as Facebook, Twitter or LinkedIn.

[SIGNATURE PAGE FOLLOWS]

CERTIFICATION BY SUBSCRIBER

The Subscriber acknowledges that the Issuer and its counsel are relying on this Certificate to determine the Subscriber’s suitability as a purchaser of theUnits. The Subscriber agrees that the representations, covenants and certifications contained in this Certificate shall survive any issuance of securities of the Issuer to the Subscriber.

The foregoing representations are true and accurate as of the date of this Certificate and will be true and accurate as of the time of issuance of theUnits. If any such representation shall not be true and accurate prior to the time of issuance of theUnits, the undersigned shall give immediate written notice of such fact to the Issuer and its legal counsel.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the _____ day of _____, 2018.

If a Corporation, Partnership or Other Entity:

If an Individual:

Name of Entity

Signature

Type of Entity

Print or Type Name

Signature of Person Signing

Print or Type Name and Title of Person Signing

TO BE COMPLETED BY A REPRESENTATIVE OF THE ISSUER

The undersigned hereby confirms that: (i) s/he has read the this Schedule as completed and executed by the Subscriber; and (ii) the information in this Schedule with respect to the relationship between the undersigned and the Subscriber is correct to the best of the undersigned’s knowledge.

DATED _____, 2018.

Signature

Name and relationship with Issuer
(i.e. director, executive officer or control person)

**APPENDIX I TO SCHEDULE B
RISK ACKNOWLEDGEMENT FORM
ONTARIO SUBSCRIBERS ONLY**

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

SECTION 1 TO BE COMPLETED BY THE ISSUER	
1. About your investment	
Type of securities: Units, each consisting of one common share and one warrant	Issuer: Fabula Exploration Inc. (the "Issuer")
Purchased from: The Issuer	
SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER	
2. Risk acknowledgement	
	Your Initials:
This investment is risky. Initial that you understand that:	
Risk of loss - You could lose your entire investment of \$_____ [Instruction: Insert the total dollar amount of the investment.]	
Liquidity risk - You may not be able to sell your investment quickly - or at all.	
Lack of information - You may receive little or no information about your investment	
3. Family, friend or business associate status	
You must meet at least one of the following criteria to be able to make this investment. Initial the statement that applies to you.	
	Your Initials:
A) You are: 1) [check all applicable boxes] <input type="checkbox"/> a director of the issuer or an affiliate of the issuer <input type="checkbox"/> an executive officer of the issuer or an affiliate of the issuer <input type="checkbox"/> a control person of the issuer or an affiliate of the issuer <input type="checkbox"/> a founder of the issuer OR 2) [check all applicable boxes] <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 <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	
B) You are a family member of _____ [Instruction: Insert the name of the person who is your relative either directly or through his or her spouse], who holds the following position at the issuer or an affiliate of the issuer: _____	

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>	
C) 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: _____ You have known that person for _____ years.	
D) 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: _____ You have known that person for _____ years.	
4. Your name and signature	
By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form. You also confirm that you are eligible to make this investment because you are a family member, close personal friend or close business associate of the person identified in section 5 of this form.	
First and last name (please print):	
Signature:	Date:
SECTION 5 TO BE COMPLETED BY PERSON WHO CLAIMS THE CLOSE PERSONAL RELATIONSHIP, IF APPLICABLE	
5. Contact person at the issuer or affiliate of the issuer	
<i>[Instruction: To be completed by the director, executive officer, control person or founder with whom the purchaser has a close personal relationship indicated under sections 3B, C, or D of this form.]</i>	
By signing this form, you confirm that you have, or your spouse has, the following relationship with the purchaser: <i>[check the box that applies]</i>	
<input type="checkbox"/> family relationship as set out in section 3B of this form <input type="checkbox"/> close personal friendship as set out in section 3C of this form <input type="checkbox"/> close business associate relationship as set out in section 3D of this form	
First and last name of contact person <i>[please print]</i> :	
Position with the issuer or affiliate of the issuer (director, executive officer, control person or founder):	
Telephone:	Email:
Signature:	Date:
SECTION 6 TO BE COMPLETED BY THE ISSUER	
6. For more information about this investment	
Fabula Exploration Inc. 1980 - 1075 West Georgia Street, Vancouver, BC V6E 3C9 Contact Person: Queenie Kuang Telephone: (604) 688-9588 Email: queenie.kuang@barongroupintl.com	
For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca	
Signature of executive officer of the issuer (other than the purchaser):	Date:

SCHEDULE B – FAMILY, FRIENDS AND BUSINESS ASSOCIATES CERTIFICATE

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APPENDIX II TO SCHEDULE B

RISK ACKNOWLEDGEMENT FORM

SASKATCHEWAN SUBSCRIBERS ONLY

I acknowledge that this is a risky investment.

I am investing entirely at my own risk.

No securities regulatory authority has evaluated or endorsed the merits of these securities.

I will not be able to sell these securities for 4 months.

I could lose all the money I invest.

I do not have a 2-day right to cancel my purchase of these securities or the statutory rights of action for misrepresentation I would have if I were purchasing the securities under a prospectus.

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

I am a *close* personal friend or *close* business associate of _____ [state name], who is a _____ [state title – founder, director, executive officer or control person] of Fabula Exploration Inc.

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

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

Date

Signature of Purchaser

Print name of Purchaser

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

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

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

For more information on the exempt market, refer to the Saskatchewan Financial Services Commission’s website at <http://www.sfsc.gov.sk.ca>

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

SCHEDULE C

**INTERNATIONAL PURCHASER CERTIFICATE
(For investors outside of Canada and the United States)**

TO: Fabula Exploration Inc. (the “Issuer”)

The undersigned (“**Subscriber**”) represents, covenants and certifies to you that:

- (a) the Subscriber is a resident of a country other than Canada or the United States (an “**International Jurisdiction**”) and is not resident in Canada or the United States or subject to applicable securities laws in Canada or the United States;
- (b) the Subscriber is purchasing the Units as principal;
- (c) the Subscriber is knowledgeable of, or has been independently advised as to, the applicable securities laws of the International Jurisdiction which would apply to the Subscription and Pooling Agreement to which this Schedule C is attached, if any;
- (d) the Subscriber is purchasing the Units pursuant to exemptions from the prospectus and registration requirements under the applicable securities laws of that International Jurisdiction or, if such is not applicable, the Subscriber is permitted to purchase the Units under the applicable securities laws of the International Jurisdiction without the need to rely on an exemption;
- (e) the issuance of the Units, and the Subscriber, complies with the requirements of all applicable laws in the International Jurisdiction;
- (f) the applicable securities laws of the International Jurisdiction do not require the Issuer to file a prospectus, offering memorandum or similar document or to register or qualify the distribution of the Units or for the Issuer to be registered with or to make any filings or seek any approvals of any kind whatsoever from any governmental or regulatory authority of any kind whatsoever in the International Jurisdiction;
- (g) the delivery of the Subscription and Pooling Agreement to which this Schedule C is attached, the acceptance of it by the Issuer and the issuance of the Units to the Subscriber complies with all applicable laws of the International Jurisdiction and all other applicable laws and will not cause the Issuer to become subject to or comply with any continuous disclosure, prospectus or other periodic filing or reporting requirements under any such applicable laws;
- (h) the Subscriber will not sell, transfer or dispose of the Securities except in accordance with all applicable laws, including applicable securities laws of Canada and the United States, and the Subscriber acknowledges that the Issuer shall have no obligation to register any such purported sale, transfer or disposition which violates applicable Canadian or United States securities laws;
- (i) the Subscriber will provide such evidence of compliance with all such matters as the Issuer or its respective counsel may request; and
- (j) unless otherwise defined herein, capitalized terms shall have the meaning ascribed thereto in the Subscription and Pooling Agreement to which this Schedule C is attached.

[SIGNATURE PAGE FOLLOWS]

CERTIFICATION BY SUBSCRIBER

The Subscriber acknowledges that the Issuer and its counsel are relying on this Certificate to determine the Subscriber's suitability as a purchaser of the Units. The Subscriber agrees that the representations, covenants and certifications contained in this Certificate shall survive any issuance of securities of the Issuer to the Subscriber.

The foregoing representations are true and accurate as of the date of this Certificate and will be true and accurate as of the time of issuance of the Units. If any such representation shall not be true and accurate prior to the time of issuance of the Units, the undersigned shall give immediate written notice of such fact to the Issuer and its legal counsel.

Dated: _____, _____

Name of Subscriber

Signature of Subscriber

If the Subscriber is a corporation, print name and title of Authorized Signing Officer

Name of Disclosed Principal (if any)