

**SCHEDULE "D"**

**FORM OF DECLARATION FOR REMOVAL OF LEGEND**

TO: Odyssey Trust Company, as registrar and transfer agent for the Warrants and Common Shares issuable upon exercise of the Warrants of Frontier Lithium Inc.

AND TO: Frontier Lithium Inc.

The undersigned (a) acknowledges that the sale of the securities (the "**Securities**") of Frontier Lithium Inc. (the "**Corporation**"), represented by certificate number \_\_\_\_\_, to which this declaration relates is being made in reliance on Rule 904 of Regulation S ("**Regulation S**") under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**") and (b) certifies that (1) it is not, and it was not at the time of the offer and sale of the Securities, (a) an "affiliate" (as defined in Rule 405 under the U.S. Securities Act) of the Corporation except solely by virtue of being an officer or director of the corporation, (2) either the offer of such Securities was not made to a person in the United States and either (A) at the time the buy order was originated, the buyer was outside the United States, or the seller and any person acting on its behalf reasonably believed that the buyer was outside the United States, or (B) the transaction was executed on or through the facilities of the Toronto Stock Exchange, TSX Venture Exchange, or another "designated offshore securities market" (as defined in Rule 902 of Regulation S) and neither the seller nor any person acting on its behalf knew that the transaction had been prearranged with a buyer in the United States, (3) neither the seller nor any affiliate of the seller nor any person acting on any of their behalf has engaged or will engage in any "directed selling efforts" (as defined in Rule 902 of Regulation S) in the United States in connection with the offer and sale of such Securities, (4) the sale of such Securities is bona fide and not for the purpose of "washing off" the resale restrictions imposed because the Securities are "restricted securities" (as such term is defined in Rule 144(a)(3) under the U.S. Securities Act), (5) the seller does not intend to replace the Securities sold in reliance on Rule 904 of Regulation S with fungible unrestricted securities of the Corporation and (6) the contemplated sale is not a transaction, or part of a series of transactions, which, although in technical compliance with Regulation S, is part of a plan or scheme to evade the registration provisions of the U.S. Securities Act. Terms used herein have the meanings given to them by Regulation S under the U.S. Securities Act.

The undersigned understands that the Corporation, its transfer agent and others are relying upon the representations contained in this Declaration. The undersigned agrees to and does hereby indemnify and hold the Corporation, its transfer agent, directors, officers, employees, agents and counsel (collectively, the "**Indemnified Parties**") harmless from and against any claim against any Indemnified Party as a result of or which involves the inaccuracy of any representation or the breach of any warranty or covenant made by the undersigned in this Declaration, including, without limitation, all expenses, reasonable attorneys' fees and court costs incurred as a result of any such inaccuracy of any representation or breach of any warranty or covenant.

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

X \_\_\_\_\_  
Signature of individual (if Seller **is** an individual)

X \_\_\_\_\_  
Authorized signatory (if Seller **is not** an individual)

\_\_\_\_\_  
Name of Seller (**please print**)

\_\_\_\_\_  
Name of authorized signatory (**please print**)

\_\_\_\_\_  
Official capacity of authorized signatory (**please print**)