

**UNDERTAKING OF  
HOLDER OF ESCROW SECURITIES THAT IS NOT AN INDIVIDUAL**

**TO: THE TSX VENTURE EXCHANGE**

Gundyco ITF HG2 Inc. (the “Securityholder”) has subscribed for and agreed to purchase, as principal, 500,000 Common Shares of Deal Pro Capital Corporation (the “Escrow Securities”). The Escrow Securities will be held in escrow as detailed in the escrow agreement entered into between Deal Pro Capital Corporation (the “Issuer”), TSX Trust Company (the “Escrow Agent”) and the Securityholder (the “Escrow Agreement”).

The undersigned undertakes that, to the extent reasonably possible, it will not permit or authorize its securities to be issued or transferred, nor will it otherwise authorize any transaction involving any of its securities that could reasonably result in a change of its control without the prior consent of the TSX Venture Exchange, as long as any Escrow Securities remain held or are required to be held in escrow.

**DATED** this 27<sup>th</sup> day of August, 2021.

HG2 Inc.  
(Name of Securityholder - please print)

“Lorne Gertner”  
(Authorized Signature)

Chairman  
(Official Capacity - please print)

Lorne Gertner  
(Please print here name of individual whose signature appears above)

The Securityholder is directly controlled by the undersigned who undertakes that, to the extent reasonably possible, he will not permit or authorize securities of the Securityholder to be issued or transferred, nor otherwise carry out any transaction that could reasonably result in a change of control of the Securityholder without the prior consent of the TSX Venture Exchange, as long as any Escrow Securities remain held or are required to be held in escrow.

**DATED** this 27<sup>th</sup> day of August, 2021.

“Lorne Gertner”  
(Signature)

Lorne Gertner  
(Name of Controlling Securityholder – please print)

**TO: THE TSX VENTURE EXCHANGE**

BMO Nesbitt Burns ITF 365-23082-26 (the “Securityholder”) has subscribed for and agreed to purchase, as principal, 500,000 Common Shares of Deal Pro Capital Corporation (the “Escrow Securities”). The Escrow Securities will be held in escrow as detailed in the escrow agreement entered into between Deal Pro Capital Corporation (the “Issuer”), TSX Trust Company (the “Escrow Agent”) and the Securityholder (the “Escrow Agreement”).

The undersigned undertakes that, to the extent reasonably possible, it will not permit or authorize its securities to be issued or transferred, nor will it otherwise authorize any transaction involving any of its securities that could reasonably result in a change of its control without the prior consent of the TSX Venture Exchange, as long as any Escrow Securities remain held or are required to be held in escrow.

**DATED** this 27<sup>th</sup> day of August, 2021.

Steane Consulting Ltd.  
(Name of Securityholder - please print)

“Michael Harris”  
(Authorized Signature)

Director  
(Official Capacity - please print)

Michael Harris  
(Please print here name of individual whose signature appears above)

The Securityholder is directly controlled by the undersigned who undertakes that, to the extent reasonably possible, he will not permit or authorize securities of the Securityholder to be issued or transferred, nor otherwise carry out any transaction that could reasonably result in a change of control of the Securityholder without the prior consent of the TSX Venture Exchange, as long as any Escrow Securities remain held or are required to be held in escrow.

**DATED** this 27<sup>th</sup> day of August, 2021.

“Michael Harris”  
(Signature)

Michael Harris  
(Name of Controlling Securityholder – please print)

**TO: THE TSX VENTURE EXCHANGE**

National Bank Financial Inc. ITF McGillgan Barry Inv Ltd. (the “Securityholder”) has subscribed for and agreed to purchase, as principal, 500,000 Common Shares of Deal Pro Capital Corporation (the “Escrow Securities”). The Escrow Securities will be held in escrow as detailed in the escrow agreement entered into between Deal Pro Capital Corporation (the “Issuer”), TSX Trust Company (the “Escrow Agent”) and the Securityholder (the “Escrow Agreement”).

The undersigned undertakes that, to the extent reasonably possible, it will not permit or authorize its securities to be issued or transferred, nor will it otherwise authorize any transaction involving any of its securities that could reasonably result in a change of its control without the prior consent of the TSX Venture Exchange, as long as any Escrow Securities remain held or are required to be held in escrow.

**DATED** this 27<sup>th</sup> day of August, 2021.

McGillgan Barry Inv Ltd  
(Name of Securityholder - please print)

“Michael B. Decter”  
(Authorized Signature)

CIO, CEO and Portfolio Manager  
(Official Capacity - please print)

Michael B. Decter  
(Please print here name of individual whose signature appears above)

The Securityholder is directly controlled by the undersigned who undertakes that, to the extent reasonably possible, he will not permit or authorize securities of the Securityholder to be issued or transferred, nor otherwise carry out any transaction that could reasonably result in a change of control of the Securityholder without the prior consent of the TSX Venture Exchange, as long as any Escrow Securities remain held or are required to be held in escrow.

**DATED** this 27<sup>th</sup> day of August, 2021.

“Michael B. Decter”  
(Signature)

Michael B. Decter  
(Name of Controlling Securityholder – please print)