UNDERWRITING AGREEMENT

November 5, 2021

Wildpack Beverage Inc.
2900-550 Burrard Street
Vancouver, BC
V6C 9A3

Attention: Mitch Barnard, Chief Executive Officer and Director

Dear Sir:

Re: Bought Deal Public Offering of Units of Wildpack Beverage Inc.

Stifel Nicolaus Canada Inc., as lead underwriter and sole bookrunner (the "**Lead Underwriter**" or "**Stifel GMP**"), together with Roth Canada, ULC, PI Financial Corp. and Leede Jones Gable Inc. (collectively, with the Lead Underwriter, the "**Underwriters**") understands that Wildpack Beverage Inc. (the "**Corporation**") proposes to issue and sell 22,680,412 units (each a "**Base Unit**") of the Corporation at a price of $0.97 per Base Unit for aggregate gross proceeds of $22,000,000 (the "**Base Offering**"). Each Offered Unit (as defined below) will consist of: (i) one common share of the Corporation (each, a "**Common Share**") and (ii) one-half of one common share purchase warrant of the Corporation (each full warrant, a "**Warrant**"). Each Warrant entitles the holder thereof to purchase one Common Share at $1.26 per share for a period of three years following the Closing Date.

To the extent that substituted purchasers purchase Offered Units at the Closing Time or the Additional Closing Time (as hereinafter defined), the obligation of the Underwriters to purchase Offered Units will be reduced by the number of Offered Units purchased from the Corporation by such substituted purchasers.

The Corporation hereby grants to the Underwriters the option (the "**Over-Allotment Option**"), which Over-Allotment Option may be exercised in whole or in part at the Underwriters' sole discretion, and without obligation, to purchase such number of additional units as is equal to 15% of the number of Base Units (the "**Over-Allotment Units**" and together with the Base Units, the "**Offered Units**") from the Corporation on the same terms as the Base Units, for additional gross proceeds to the Corporation of up to $3,300,000, for the purpose of covering over-allotments, if any, and for market stabilization purposes. The Over-Allotment Option may be exercisable by Underwriters at any time and from time to time, for a period of 30 days following the Closing Date, as more particularly described in Section 12. For greater certainty, the Over-Allotment Option may be exercised in one or more tranches at any time prior to the expiry thereof in accordance with the terms of this Agreement. In the event and to the extent that the Underwriters exercise the Over-Allotment Option, subject to the terms and conditions hereof, the Underwriters hereby agree to purchase from the Corporation the Over-Allotment Units and the Corporation hereby agrees to issue and sell to the Underwriters the Over-Allotment Units at the purchase price of $0.97 per Over-Allotment Unit.

The Offered Units may be distributed in each of the Qualifying Jurisdictions (as hereinafter defined) by the Underwriters pursuant to the Prospectus (as hereinafter defined) and in the United States (as hereinafter defined) pursuant to 144A (as hereinafter defined) by the Underwriters, acting through the U.S. Affiliates (as hereinafter defined) on a private placement basis pursuant to the U.S. Private Placement Memorandum (as hereinafter defined) and Schedule "A" attached hereto. Subject to applicable law, including the U.S. Securities Act (as hereinafter defined) and the terms of this Agreement, the Offered Units may also be distributed outside Canada and the United States where they may be lawfully sold on a basis exempt from the prospectus, registration and similar requirements of any such jurisdictions.

It is understood and agreed that the Corporation shall be entitled to include certain purchasers (which purchasers shall not purchase more than an aggregate of 15% of the number of Offered Units) on a president's list (the "**President's List**").

The Corporation agrees that the Underwriters will be permitted to appoint, at their sole expense, other registered dealers or other dealers duly qualified in their respective jurisdictions, in each case acceptable to the Corporation, acting reasonably, as its agents to assist in the Offering (as hereinafter defined) and that the Underwriters may determine the remuneration payable by it to such other dealers appointed by it.

The description of the Warrants herein is a summary only and is subject to the specific attributes and detailed provisions of the Warrants to be set forth in the Warrant Indenture (as defined herein). In the case of any inconsistency between the description of the Warrants in this Agreement and their terms and conditions as set forth in the Warrant Indenture, the provisions of the Warrant Indenture shall govern.

1. Definitions

In this Agreement:

(a) "**Acquisition Agreement**" means the stock purchase agreement, dated as of November 1, 2021, by and among Kimberley Murray, as seller, Tim Murray, Wildpack Acquireco, as buyer, and the Corporation, pursuant to which, among other things, Wildpack Acquireco will acquire all of the issued and outstanding capital stock of Land and Sea;

(b) "**Additional Closing Date**" and "**Additional Closing Time**" have the meanings ascribed thereto respectively in Section 12 hereof;

(c) "**affiliate**", "**associate**", "**misrepresentation**", "**material change**" and "**material fact**" shall have the meanings ascribed thereto under Applicable Securities Laws;

(d) "**Agreement**" means the agreement resulting from the acceptance by the Corporation of the offer made hereby;

(e) "**Applicable Securities Laws**" means, unless the context otherwise requires, all applicable securities laws in each of the Qualifying Jurisdictions and the United States and the rules of the Exchange, as the case may be, and the respective regulations made thereunder, together with applicable published fee schedules, prescribed forms, policy statements, national or multilateral instruments, orders, blanket rulings and other regulatory instruments of the securities regulatory authorities in such jurisdictions and the Exchange;

(f) "**BCBCA**" means the *Business Corporations Act* (British Columbia), as amended, including the regulations promulgated thereunder;

(g) "**BCSC**" means the British Columbia Securities Commission;

(h) "**Bought Deal Letter**" means the letter agreement entered into by the Corporation and Stifel GMP on November 1, 2021, in connection with the Offering;

(i) "**Business**" means the business of beverage manufacturing and packaging including, but not limited to, the business and activities currently and heretofore carried on and to be carried on by the Corporation and its Subsidiaries, all as described in the Prospectus;

(j) "**Business Day**" means a day which is not a Saturday or a Sunday or a legal holiday in the City of Toronto, Ontario;

(k) "**CDS**" means CDS Clearing and Depository Services Inc.;

(l) "**Claim**" has the meaning ascribed thereto in Section 17(a) hereof;

(m) "**Closing Date**" means November 23, 2021, or such other date as Stifel GMP and the Corporation may agree;

(n) "**Closing Time**" means 8:00 a.m. (Toronto time) or such other time on the Closing Date as Stifel GMP and the Corporation may agree;

(o) "**Compensation Warrants**" has the meaning given to it in Section 2(c);

(p) "**Compensation Warrant Certificates**" means the certificates representing the Compensation Warrants, issued to each of the Underwriters;

(q) "**Concurrent Private Placement**" means the brokered bought deal private placement of 20,000 Debenture Units of the Corporation;

(r) "**Corporation's Auditors**" means PricewaterhouseCoopers LLP, Chartered Accountants;

(s) "**Corporation's counsel**" means Fasken Martineau DuMoulin LLP;

(t) "**Debenture Unit**" means a debenture unit consisting of: (i) $1,000 principal amount 8% convertible unsecured debentures convertible into Common Shares at a conversion price of $1.51 per Common Share and maturing four years from the Closing Date; and (ii) 332 common share purchase warrants, each such common share purchase warrant exercisable for one Common Share at a price of $1.81 per Common Share for a period of two years.

(u) "**Debt Instrument**" means any mortgage, note, indenture, loan, bond, debenture, promissory note, or other instrument evidencing indebtedness (demand or otherwise) for borrowed money or other liability to which the Corporation or any Subsidiary is a party or otherwise bound;

(v) "**distribution**" means "**distribution**" or "**distribution to the public**", as the case may be, as defined under Applicable Securities Laws and "**distribute**" has a corresponding meaning;

(w) "**Distribution Period**" means the period commencing on the date hereof and ending on the completion of the distribution of the Offered Units;

(x) "**Documents Incorporated by Reference**" means all financial statements, management information circulars, filing statements, material change reports or other documents issued or filed by the Corporation, whether before or after the date of this Agreement, that are required to be incorporated by reference into the Prospectuses;

(y) “**Environmental Laws**” has the meaning ascribed thereto in Section 8(b)(xxxvi) hereof;

(z) “**Exchange**” means the TSX Venture Exchange;

(aa) “**Filing Statement**” means the filing statement of the Corporation dated May 6, 2021, concerning the acquisition by Ponderous Panda Capital Corp. of the issued and outstanding securities of Wildpack Beverage Alberta Inc.;

(bb) “**Financial Information**” means collectively, the Financial Statements and certain other financial information, including management’s discussion and analysis;

(cc) “**Financial Statements**” means the financial statements of the Corporation included in the Documents Incorporated by Reference or included in the Prospectuses or any Supplementary Material, including the notes to such statements and the related auditors’ report on such statements, if any;

(dd) “**Governmental Authority**” means, without limitation, any national, federal, province, state or municipal government or other political subdivision of any of the foregoing, or any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government by any of the foregoing;

(ee) “**IFRS**” has the meaning ascribed thereto in Section 8(b)(xviii) hereof;

(ff) “**Indemnified Party**” has the meaning ascribed thereto in Section 17(a) hereof;

(gg) “**Indemnifying Party**” has the meaning ascribed thereto in Section 17(a) hereof;

(hh) “**knowledge of the Corporation**” or “**knowledge**” (or similar phrases) means, with respect to the Corporation, the actual knowledge after due inquiry of Mitch Barnard, Chief Executive Officer of the Corporation, or Ryan Mason, Chief Financial Officer of the Corporation, which for greater certainty shall exclude any due diligence reports or materials prepared by the Underwriters or their counsel;

(ii) “**Land and Sea**” means KT Murray Corporation, a corporation existing under the laws of the State of Michigan;

(jj) “**Land and Sea Acquisition**” means the purchase by Wildpack Acquireco of all of the issued and outstanding capital stock of Land and Sea pursuant to the Acquisition Agreement;

(kk) “**Land and Sea Auditors**” means Echelbarger, Himebaugh, Tamm & Co., P.C.;

(ll) “**Land and Sea Financial Information**” means, collectively: (a) the audited annual financial statements of Land and Sea for the financial years ended December 31, 2019 and December 31, 2020, consisting of a balance sheet, statement of earnings (loss) and retained earnings, statement of cash flows and the related notes thereto; and (b) the unaudited and reviewed consolidated interim financial statements of Land and Sea for the nine-month period from January 1, 2021 to September 30, 2021, consisting of a balance sheet (statement of earnings (loss) and retained earnings, statement of cash flows and the related notes thereto;

(mm) "**Licenses and Permits**" means all licenses, permits, environmental permits, filings, authorizations, registrations, qualifications, approvals or indicia of authority from a Governmental Authority which are necessary or required for the operation of the Business;

(nn) "**marketing materials**" has the meaning ascribed thereto in NI 44-101;

(oo) "**Marketing Materials**" means the Term Sheet;

(pp) "**Material Adverse Effect**" when used in connection with the Corporation or any Subsidiary means any change (including a decision to implement such a change made by the board of directors or by senior management of the Corporation who believe that confirmation of the decision by the board of directors is probable), fact, change, event, violation, inaccuracy, circumstance or effect that (i) is materially adverse to the business, assets (including intangible assets), liabilities (contingent or otherwise) properties, capitalization, prospects, affairs, cash flow, condition (financial or otherwise) or results of operations of such entity and its parent or subsidiaries (if applicable), taken as a whole, whether or not arising in the ordinary course of business of such entity, or (ii) would result in the Preliminary Prospectus, the Prospectus or any Supplementary Material containing a misrepresentation;

(qq) "**Material Agreement**" means any Debt Instrument, contract, commitment, agreement (written or oral), instrument, lease, license, or other document (written or oral), to which the Corporation or any Subsidiary is a party, and which is material to the Corporation and the Subsidiaries, taken as a whole (including the Acquisition Agreement);

(rr) "**NI 44-101**" means National Instrument 44-101 *Short Form Prospectus Distributions*, as amended, or replaced;

(ss) "**Offered Units**" has the meaning given to it on page 1;

(tt) "**Offering**" means, collectively, the Base Offering and any offering of Over-Allotment Units;

(uu) "**Outside Date**" means 5:00 p.m. (Central Time) on December 31, 2021, or such other date as the Vendor and the Purchaser may mutually agree upon in writing.

(vv) "**person**" shall be broadly interpreted and shall include any individual, corporation, partnership, limited liability company, joint venture, association, trust or other legal entity;

(ww) "**Preliminary Prospectus**" means the preliminary short form prospectus of the Corporation to be dated no later than November 5, 2021, including the Documents Incorporated by Reference, in respect of the distribution of the Offered Units;

(xx) "**Property Rights**" has the meaning ascribed thereto in Section 8(b)(xxxiii) hereof;

(yy) "**Prospectus**" means the (final) short form prospectus of the Corporation, including the Documents Incorporated by Reference therein, in respect of the distribution of the Offered Units;

(zz) "**Prospectuses**" means, collectively, the Preliminary Prospectus and the Prospectus;

(aaa) "**Prospectus Review Procedures**" means the procedures for prospectus review in multiple jurisdictions provided for under National Policy 11-202 *Process for Prospectus Reviews in*

Multiple Jurisdictions, as amended or replaced and Multilateral Instrument 11-102 *Passport System*, as amended or replaced;

(bbb) "**Public Record**" means all information filed by or on behalf of the Corporation and available for public viewing with the Securities Commissions, including without limitation, the Documents Incorporated by Reference, the Prospectuses, any Supplementary Material and any other information filed by or on behalf of the Corporation with any Securities Commission in compliance, or intended compliance, with any Applicable Securities Laws;

(ccc) "**Qualifying Jurisdictions**" means all of the provinces of Canada, except Quebec;

(ddd) "**Regulation D**" means Regulation D promulgated under the U.S. Securities Act;

(eee) "**Regulation S**" means Regulation S promulgated under the U.S. Securities Act;

(fff) "**Securities Commissions**" means, collectively, the securities commissions or similar regulatory authorities in the Qualifying Jurisdictions and "**Securities Commission**" means any one of them;

(ggg) "**Selling Firm**" means the dealers and brokers other than the Underwriters who participate in the offer and sale of the Offered Units pursuant to this Agreement;

(hhh) "**Standard Listing Conditions**" has the meaning ascribed thereto in section 4(f);

(iii) "**Subsidiaries**" means the direct and indirect subsidiaries of the Corporation being: (i) Wildpack Beverage Alberta Inc.; (ii) Nyte Beverage Inc.; (iii) Wild Leaf Ventures Group Nevada Inc.; (iv) Wildpack Acquireco; (v) Wild Leaf Holdings U.S. LLC; (vi) CraftPac, LLC; and (vii) Vertical Distilling, LLC.

(jjj) **"subsidiary**" has the meaning ascribed thereto in the BCBCA;

(kkk) "**Supplementary Material**" means, collectively, any amendment to the Preliminary Prospectus, Prospectus or U.S. Placement Memorandum, any amended or supplemented Preliminary Prospectus, Prospectus or U.S. Placement Memorandum or any ancillary material, information, evidence, return, report, application, statement or document which may be filed by or on behalf of the Corporation under Applicable Securities Laws;

(lll) "**Tax Act**" means the *Income Tax Act* (Canada) and the regulations thereunder;

(mmm) "**Taxes**" has the meaning ascribed thereto in Section 8(b)(xix) hereof;

(nnn) "**Template Version**" has the meaning ascribed thereto in NI 44-101 and includes any revised template version of marketing materials as contemplated by NI 41-101;

(ooo) "**Term Sheet**" means the term sheet in respect of the Offering dated November 1, 2021, as agreed to between the Corporation and Stifel GMP;

(ppp) "**Underlying Securities**" means collectively, the Common Shares and the Warrants;

(qqq) "**Underwriters' counsel**" means Wildeboer Dellelce LLP;

(rrr) "**Underwriting Fee**" has the meaning ascribed thereto in Section 2 hereof;

(sss) "**United States**" means the United States of America, its territories and possessions, any State of the United States and the District of Columbia;

(ttt) "**U.S. Affiliates**" means the applicable United States registered broker dealer affiliates of the Underwriters;

(uuu) "**U.S. Placement Memorandum**" means the U.S. private placement memorandum, in a form satisfactory to the Underwriters and the Corporation, acting reasonably, the preliminary version of which will be attached to a copy of the Preliminary Prospectus and the final version of which will be attached to the Prospectus, to be delivered to each offeree and purchaser of Offered Units in the United States in accordance with Schedule "A" hereto;

(vvv) "**U.S. Securities Act**" means the *United States Securities Act of 1933*, as amended;

(www) "**Warrant Agent**" means Computershare Trust Company of Canada;

(xxx) "**Warrant Indenture**" means the warrant indenture to be entered into on the Closing Date between the Corporation and the Warrant Agent and

(yyy) "**Wildpack Acquireco**" means Wildpack Holdings US Inc.

2. Underwriting Fee

In consideration for its services in underwriting the distribution of and purchasing the Offered Units, the Corporation agrees to pay the Underwriters:

(a) at the Closing Time, a cash fee equal to 6.0% of the gross proceeds from the sale of Offered Units;

(b) if applicable, at the Additional Closing Time, a cash fee equal to 6% of the gross proceeds from the sale of the Over-Allotment Units; and

(c) such number of non-transferable compensation warrants (the "**Compensation Warrants**") as is equal to 6.0% of the gross proceeds of the Offering. Each Compensation Warrant shall entitle the holder to acquire one Common Share for an exercise price of $0.97 per Common Share for a period of 2 years following the Closing Date, subject to Anti-Dilution Adjustments.

The foregoing fees set forth in (a) and (b) (together, the "**Underwriting Fee**") which are payable at the Closing Time or the Additional Closing Time, as the case may be, may, at the sole option of the Lead Underwriter, be deducted from the aggregate gross proceeds of the sale of the Offered Units and withheld for the account of the Underwriters.

3. Qualification for Sale

(a) The Corporation shall:

(i) not later than 4:00 p.m. (Toronto time) on November 5, 2021, have prepared and filed the Preliminary Prospectus, in form and substance satisfactory to the Underwriters, and other documents required under Applicable Securities Laws with the Securities Commissions and shall have obtained a receipt or deemed receipt for the Preliminary Prospectus from the BCSC, as principal regulator under the Prospectus Review Procedures, and from each of the other Securities Commissions;

(ii) forthwith after any comments with respect to the Preliminary Prospectus have been received from and resolved with the BCSC, as principal regulator under the Prospectus Review Procedures, have:

(A) prepared and filed, in form and substance satisfactory to the Underwriters, not later than 2:00 p.m. (Toronto time) on November 18, 2021 (or such later date as may be agreed to in writing by the parties hereto), the Prospectus, and other documents required under Applicable Securities Laws with the Securities Commissions; and

(B) not later than 3:00 p.m. (Toronto time) on November 18, 2021, obtained a final receipt from the BCSC, as principal regulator under the Prospectus Review Procedures, and from each of the Securities Commissions,

and otherwise fulfilled all requirements of Applicable Securities Laws to enable the Offered Units and Compensation Warrants to be offered and sold to the public in each of the Qualifying Jurisdictions through the Underwriters or any other investment dealer or broker registered in the applicable Qualifying Province; and

(iii) until the completion of the distribution of the Offered Units, promptly take all additional steps and proceedings that from time to time may be required under Applicable Securities Laws to continue to qualify the Offered Units and Compensation Warrants for distribution or, in the event that the Offered Units have, for any reason, ceased to so qualify, to again qualify the Offered Units Compensation Warrants for distribution and to ensure the Common Shares, including those Common Shares issuable upon exercise of the Warrants and Compensation Warrants are freely tradeable in the Qualifying Jurisdictions.

(b) Prior to the filing of the Prospectuses and, during the Distribution Period, prior to the filing with any Securities Commissions of any Supplementary Material, the Corporation shall have allowed the Underwriters and the Underwriters' counsel to participate fully in the preparation of, and to approve the form of, such documents and to have reviewed any documents incorporated by reference therein.

(c) During the period from the date hereof until completion of the distribution of the Offered Units, the Corporation shall allow the Underwriters to conduct all due diligence which it may reasonably require in order to fulfill its obligations as Underwriters and in order to enable the Underwriters to responsibly execute the certificates required to be executed by it in the Prospectuses or in any Supplementary Material. Without limiting the generality of the foregoing, the Corporation shall make available its senior management and the chairman of its audit committee and use its commercially reasonable efforts to make available the Corporation's Auditors, the Land and Sea Auditors and the Corporation's counsel to answer any questions which the Underwriters may have and to participate in one or more due diligence conference calls to be held prior to the Closing Time.

(d) Any offer or sale of the Offered Units or Compensation Warrants in the United States or to persons in the United States will be made in accordance with Schedule "A". The Corporation and the Underwriters agree that Schedule "A" to this Agreement entitled "United States Offers and Sales" is incorporated in and shall form part of this Agreement.

4. Delivery of Prospectus and Related Documents

The Corporation shall deliver, or cause to be delivered without charge to the Underwriters and the Underwriters' counsel, the documents set out below at the respective times indicated:

(a) prior to or contemporaneously, as nearly as practicable, with the filing with the Securities Commissions of each of the Preliminary Prospectus and the Prospectus:

  (i) copies of the Preliminary Prospectus and the Prospectus, signed as required by Applicable Securities Laws;

  (ii) copies of any Documents Incorporated by Reference, which have not previously been delivered to the Underwriters to the extent not available on SEDAR; and

  (iii) copies of the U.S. Placement Memorandum.

(b) as soon as they are available, copies of any Supplementary Material, signed as required by Applicable Securities Laws and including, in each case, copies of any documents incorporated by reference therein which have not been previously delivered to the Underwriters to the extent not available on SEDAR;

(c) prior to the filing of the Prospectus with the Securities Commissions, a "long-form" comfort letter from the Corporation's Auditors dated the date of the Prospectus, addressed to the Underwriters and the Corporation and satisfactory in form and substance to the Underwriters and the Underwriters' counsel, acting reasonably, to the effect that they have carried out certain procedures performed for the purposes of comparing certain specified financial information and percentages appearing in the Prospectus with indicated amounts in the financial statements or accounting records of the Corporation and have found such information and percentages to be in agreement, which comfort letters shall be based on the Corporation's Auditors' review having a cut-off date of not more than two Business Days prior to the date of the Prospectus;

(d) prior to the filing of the Prospectus with the Securities Commissions, a "long-form" comfort letter from Land and Sea's Auditors dated the date of the Prospectus, addressed to the Underwriters and the Corporation and satisfactory in form and substance to the Underwriters and the Underwriters' counsel, acting reasonably, to the effect that they have carried out certain procedures performed for the purposes of comparing certain specified financial information and percentages appearing in the Prospectus with indicated amounts in the financial statements or accounting records of the Corporation and have found such information and percentages to be in agreement, which comfort letters shall be based on the Land and Sea's Auditors review having a cut-off date of not more than two Business Days prior to the date of the Prospectus;

(e) comfort letters similar to the foregoing shall be provided, as applicable, to the Underwriters with respect to any Supplementary Material and any other relevant document at the time the same is presented to the Underwriters for their signature or, if the Underwriters' signature is not required, at the time the same is filed. All such comfort letters, as applicable, shall be in form and substance acceptable to the Underwriters and the Underwriters' counsel, acting reasonably;

(f) prior to or contemporaneously with the filing of the Prospectus, evidence satisfactory to the Underwriters that the Corporation obtained conditional approval (or, if it has not obtained conditional approval it has made commercially reasonable efforts to obtain the conditional approval) of the listing and posting for trading on the Exchange of the Common Shares, the

Warrants and the Common Shares issuable upon the exercise of the Warrants and the Compensation Warrants, subject only to satisfaction by the Corporation of customary post-closing conditions imposed by the Exchange for conditional listing approval (the "**Standard Listing Conditions**");

(g) each of the Corporation and the Underwriters have approved the Marketing Materials, including any template version thereof which the Corporation has filed with the Securities Commissions, and which is and will be incorporated by reference into the Prospectuses. The Corporation agrees to file such template version on SEDAR as soon as practicable and no later than the day on which such materials have or will be used. The Corporation and the Underwriters each covenant and agree that during the distribution of the Offered Units, it will not provide any potential investor of Offered Units with any marketing materials except for marketing materials that comply with, and have been approved in accordance with, NI 44-101. If requested by the Underwriters, in addition to the Marketing Materials, the Corporation will cooperate, acting reasonably, with the Underwriters in approving any other marketing materials to be used in connection with the Offering.

The deliveries referred to in subsections 4(a) and 4(b) shall also constitute the Corporation's consent to the use by the Underwriters and any Selling Firm of the Documents Incorporated by Reference, the Prospectuses and any Supplementary Material in connection with the Offering.

5. Commercial Copies

(a) The Corporation shall, as soon as possible, but in any event not later than noon (local time at the place of delivery) on the Business Day following the date of the filing of the Preliminary Prospectus or the Prospectus, as the case may be, and no later than noon (local time) on the first Business Day after the execution of any Supplementary Material, cause to be delivered to the Underwriters, without charge, commercial copies of the Preliminary Prospectus, the Prospectus or such Supplementary Material, and the U.S. Placement Memorandum, in such numbers and in such cities as the Underwriters may reasonably request by oral or written instructions to the Corporation or the printer thereof given no later than the time when the Corporation authorizes the printing of the commercial copies of such documents. Such deliveries shall constitute the consent of the Corporation to the Underwriters' use of the Preliminary Prospectus, the Prospectus and any Supplementary Material for the distribution of the Offered Units in the Qualifying Jurisdictions in compliance with the provisions of this Agreement and Applicable Securities Laws and of the U.S. Placement Memorandum and any Supplemental Material for the distribution of the Offered Units in the United States in compliance with the provisions of Schedule "A".

(b) The Corporation shall cause to be provided to the Underwriters such number of copies of any documents incorporated by reference in the Preliminary Prospectus, Prospectus or any Supplementary Materials, to the extent not available on SEDAR, as the Underwriters may reasonably request.

6. Material Change

(a) During the Distribution Period, the Corporation will promptly notify the Underwriters in writing of the full particulars of:

 (i) any change (actual, anticipated, contemplated or threatened, whether financial or otherwise) in the assets, liabilities (contingent or otherwise), business, affairs, operations, capital or prospects of the Corporation or the Subsidiaries or any transaction entered into by the Corporation or any of the Subsidiaries which is out of the ordinary course and material to the Corporation and the Subsidiaries, considered as a whole;

(ii) any change in any material fact contained or referred to in the Preliminary Prospectus, the Prospectus or any Supplementary Material; and

(iii) the occurrence or discovery of a material fact or event, which, in any such case, is, or may be, of such a nature as to:

(A) render the Preliminary Prospectus, Prospectus or any Supplementary Material untrue, false or misleading in any material respect;

(B) result in a misrepresentation in the Preliminary Prospectus, the Prospectus, or any Supplementary Material;

(C) result in the Preliminary Prospectus, the Prospectus or any Supplementary Material not complying in any material respect with Applicable Securities Laws;

(D) reasonably expected to have a significant effect on the market price or value of the Offered Units, the Underlying Securities or any other securities of the Corporation; or

(E) have been required to have been stated in the Preliminary Prospectus, the Prospectus or any Supplementary Material had the fact or event arisen or been discovered on, or prior to, the date of such document,

provided that if the Corporation is uncertain as to whether a material change, change, discovery, occurrence or event of the nature referred to in this section has occurred, the Corporation shall promptly inform the Underwriters of the full particulars of the occurrence giving rise to the uncertainty and shall consult with the Underwriters as to whether the occurrence is of such nature.

(b) During the Distribution Period, the Corporation will promptly notify the Underwriters in writing of the full particulars of:

(i) any request of any Securities Commission, other securities commission or similar regulatory authority for any amendment to the Preliminary Prospectus, the Prospectus or any other part of the Public Record or for any additional information;

(ii) the issuance by any Securities Commission, other securities commission or similar regulatory authority, the Exchange or by any other competent authority of any order to cease or suspend trading of any securities of the Corporation or of the institution or threat of institution of any proceedings for that purpose;

(iii) the receipt by the Corporation of any communication from any Securities Commission, other securities commission or similar regulatory authority, the Exchange or any other competent authority relating to the Preliminary Prospectus, the Prospectus, any other part of the Public Record or the distribution of the Offered Units or the Underlying Securities;

(iv) any breach of any covenant of this Underwriting Agreement or any of the Offering Documents by the Corporation, or upon it becoming aware that any representation or warranty of the Corporation contained in this Underwriting Agreement, or any Offering Document is or has become untrue or inaccurate in any material respect; and

(v) any material amendment or change, or proposed material amendment or change, in the terms of the Land and Sea Acquisition or the Acquisition Agreement.

(c) The Corporation will promptly comply to the reasonable satisfaction of the Underwriters and the Underwriters' counsel with Applicable Securities Laws with respect to any material change, change, occurrence or event of the nature referred to in subsections 6(a) or (b) above and the Corporation will prepare and file promptly any amendment to the Preliminary Prospectus, the Prospectus or Supplementary Material as may be required under Applicable Securities Laws; provided that the Corporation shall have allowed the Underwriters and the Underwriters' counsel to participate fully in the preparation of any Supplementary Material, to have reviewed any other documents incorporated by reference therein and conduct all due diligence investigations which the Underwriters may reasonably require in order to fulfill their obligations as Underwriters and in order to enable the Underwriters to responsibly execute the certificate required to be executed by it in, or in connection with, any Supplementary Material, such approval not to be unreasonably withheld and to be provided in a timely manner. The Corporation shall further promptly deliver to each of the Underwriters and the Underwriters' counsel a copy of each Supplementary Material as filed with the Securities Commissions, and of opinions and letters with respect to each such Supplementary Material substantially similar to those referred to in Section 4 above.

7. Additional Covenants of the Corporation

(a) During the Distribution Period, the Corporation will promptly provide to the Underwriters, for review on a confidential basis by the Underwriters and the Underwriters' counsel, prior to filing or issuance:

- (i) any financial statements of the Corporation (including any pro forma financial statements which involve the Corporation);
- (ii) any proposed document, new annual information form, material change report or information circular, which may be incorporated, or deemed to be incorporated, by reference in the Prospectuses;
- (iii) any press release of the Corporation; and
- (iv) any amendment to the Preliminary Prospectus, the Prospectus or the U.S. Placement Memorandum.

(b) If prior to the completion of the distribution of the Offered Units (including during such time that the Prospectus is outstanding) there shall be any change in Applicable Securities Laws which requires the filing of any Supplementary Material, the Corporation shall promptly prepare and file such Supplementary Material with the appropriate Securities Commission in each of the Qualifying Jurisdictions where such filing is required.

(c) The Corporation will file or cause to be filed with the Exchange all necessary documents and will take or cause to be taken all steps reasonably necessary to ensure that the Underlying Securities have been conditionally approved (or it has made commercially reasonable efforts to have the Underlying Securities conditionally approved, including the Common Shares issuable pursuant to the exercise of the Compensation Warrants) for listing and posting for trading on the Exchange prior to the filing of the Prospectus with the Securities Commissions, subject only to satisfaction by the Corporation of the Standard Listing Conditions.

(d) The Corporation will make all necessary filings, obtain all necessary regulatory consents and approvals (if any) and the Corporation will pay all filing fees required to be paid in connection with the transactions contemplated in this Agreement.

(e) The Corporation confirms its intention to use the net proceeds from the purchase and sale of the Offered Units in accordance with the descriptions set forth under the heading "Use of Proceeds" in the Preliminary Prospectus.

(f) The Corporation agrees, for a period of 45 days from the Closing Date, not to sell or issue, or negotiate or enter into any agreement to sell or issue, any Common Shares or other financial instruments convertible or exercisable into Common Shares of the Corporation, without the prior written consent of Stifel GMP (such consent not to be unreasonably withheld or delayed) except in conjunction with (i) the grant or exercise of securities under the Corporation's incentive plan; (ii) rights or obligations under securities or other financial instruments existing as of the date hereof; (iii) the issuance of securities in connection with property or share acquisitions; (iv) existing commitments to issue securities on the completion of the Land and Sea Acquisition; and (v) the issuance of Debenture Units in connection with the Concurrent Private Placement.

(g) The Corporation shall use its commercially reasonable efforts to cause each of the directors and officers of the Corporation to execute lock-up agreements in favour of the Underwriters in the form attached hereto as Schedule "B".

(h) The attributes and characteristics of the Offered Units and the Underlying Securities will conform in all material respects to the attributes and characteristics thereof described in the Prospectus.

(i) The Corporation will not, and will cause Wildpack Acquirco not to, as applicable, amend any material terms or conditions of the Acquisition Agreement, as applicable, in any manner which would reasonably be expected to adversely affect the purchasers of the Offered Units without the consent of the Underwriters, such consent not to be unreasonably withheld or delayed.

8. Representations and Warranties of the Corporation

(a) Each delivery of the Preliminary Prospectus, the Prospectus, the U.S. Placement Memorandum or any Supplementary Material pursuant to Section 4 above shall constitute a representation and warranty to the Underwriters by the Corporation (and the Corporation hereby acknowledges that the Underwriters are relying on such representations and warranties in entering into this Agreement) that:

(i) the Preliminary Prospectus, the Prospectus and any Supplementary Material, as applicable, including, without limitation, the documents incorporated by reference, as the case may be, complies in all material respects with Applicable Securities Laws, including, without limitation, NI 44-101;

(ii) all information and statements (except information and statements relating solely to the Underwriters and provided by the Underwriters in writing for inclusion in the Preliminary Prospectus, the Prospectus or any Supplementary Material) contained and incorporated by reference in the Preliminary Prospectus, the Prospectus or any Supplementary Material, as the case may be, are true and correct, in all material respects, and contain no misrepresentation and constitute full, true and plain disclosure of all material facts relating to the Corporation and the Offered Units, Underlying Securities and Compensation Warrants as required by Applicable Securities Laws; and

(iii) no material fact or information (except facts or information relating solely to the Underwriters and provided by the Underwriters in writing for inclusion in the Preliminary Prospectus, the Prospectus or any Supplementary Material) has been omitted therefrom which is required to be stated in such disclosure or is necessary to make the statements or information contained in such disclosure not misleading in light of the circumstances under which they were made.

(b) In addition to the representations and warranties contained in Section 8(a) hereof, the Corporation represents and warrants to the Underwriters as of the date hereof, and acknowledges that the Underwriters are relying upon such representations and warranties in entering into this Agreement, that:

(i) the Corporation is a corporation duly incorporated, organized and validly existing under the BCBCA and is up to date in respect of all material corporate filings and is in good standing under the BCBCA and has all requisite corporate power, authority and capacity, and is duly qualified, to carry on its business as now conducted and to own, lease or operate its properties and assets;

(ii) the Corporation has all necessary corporate power, authority and capacity: (A) to execute and deliver this Agreement, the Warrant Indenture, the Compensation Warrant Certificates and the Acquisition Agreement and to perform its obligations hereunder and thereunder; and (B) to create, issue and sell the Offered Units, Underlying Securities, Compensation Warrants and to issue the Common Shares issuable upon the exercise of the Warrants and Compensation Warrants, respectively;

(iii) each of the Subsidiaries is duly incorporated or formed and organized and validly existing under the laws of the jurisdiction of its incorporation or formation, as the case may be and is up-to-date in respect of all material filings and is in good standing under the laws of the jurisdiction of its incorporation or formation, as the case may be, and has all requisite power, authority and capacity, and is duly qualified, to carry on its business as now conducted and to own, lease or operate its properties and assets. The Corporation beneficially owns, directly or indirectly, all of the issued and outstanding securities of each of the Subsidiaries, all such securities have been duly authorized and validly issued and no person has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming a right, agreement or option for the purchase of any interest in any Subsidiary or for the issue of any securities of any Subsidiary;

(iv) the Corporation and each Subsidiary (A) has conducted and is conducting its business in compliance in all material respects with all applicable laws, rules, regulations, tariffs, orders and directives of each jurisdiction in which it carries on business, and (B) is duly qualified as a corporation, extra-provincial corporation or partnership, as applicable, to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure to be so qualified and in good standing would not have a Material Adverse Effect on the Corporation;

(v) other than the Subsidiaries, the Corporation does not have any subsidiaries that are material to the Corporation or the Business;

(vi) all necessary corporate action has been taken by the Corporation to authorize the execution and delivery of each of this Agreement, the Warrant Indenture, the Compensation Warrant

Certificates, the Acquisition Agreement and the performance of its obligations hereunder and thereunder, and this Agreement has been, and the Warrant Indenture, the Compensation Warrant Certificates and the Acquisition Agreement will be, duly executed and delivered by the Corporation and constitute legal, valid and binding obligations of the Corporation, enforceable against the Corporation in accordance with their terms except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable law;

(vii) each of the execution and delivery of this Agreement, the Acquisition Agreement, the Compensation Warrant Certificates and the Warrant Indenture and the performance by the Corporation of its obligations hereunder or thereunder, the issue and sale of the Offered Units and Compensation Warrants hereunder and the consummation of the transactions contemplated in this Agreement, including the issuance and delivery of the Warrants and the issuance of the Common Shares underlying the Warrants and Compensation Warrants do not and will not, at the date of execution and delivery, and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under (whether after notice or lapse of time or both), (A) the constating documents of the Corporation, or resolutions of the directors or shareholders of the Corporation which are in effect at the date hereof; (B) any indenture, mortgage, note, contract, agreement (written or oral), instrument, lease or other document to which the Corporation or any Subsidiary is a party or by which any of them or, to the knowledge of the Corporation, any of the properties or assets currently owned is bound (including any Material Agreement), except as such would not have a Material Adverse Effect on the Corporation; (C) any judgment, decree, order, statute, rule or regulation of any court, Governmental Authority, arbitrator, stock exchange or securities regulatory authority applicable to the Corporation or any Subsidiary or, to the knowledge of the Corporation, any of their properties or assets; or (D) any statute, rule or regulation applicable to the Corporation or any Subsidiary, including Applicable Securities Laws;

(viii) the Warrants have been, or prior to the Closing Time will be, duly and validly authorized for issuance;

(ix) the Compensation Warrants have been, or prior to the Closing Time will be, duly and validly authorized for issuance;

(x) the Common Shares issuable upon the exercise of the Warrants have been, or prior to the Closing Time will be, duly and validly authorized for issuance and, upon issuance in accordance with the terms of the Warrant Indenture and the constating documents of the Corporation, will be issued as fully paid and non-assessable shares;

(xi) the Common Shares issuable upon the exercise of the Compensation Warrants have been, or prior to the Closing Time will be, duly and validly authorized for issuance and, upon issuance in accordance with the terms of the Compensation Warrant Certificates and the constating documents of the Corporation, will be issued as fully paid and non-assessable shares;

(xii) the Corporation is a "reporting issuer" in each of British Columbia, Alberta and Ontario and is not in default of any material requirement of Applicable Securities Laws. Without limiting the foregoing, the Corporation is in material compliance with all of its timely and continuous disclosure obligations under Applicable Securities Laws, including its obligation to make timely disclosure of all material changes relating to it and, other than in respect of material change reports filed on a confidential basis and thereafter made public or material change reports filed on a confidential basis and in respect of which the material change never came to fruition, no such disclosure has been made on a confidential basis and there is no material change relating to the Corporation which has occurred and with respect to which the requisite material change report has not been filed;

(xiii) the Corporation is eligible to file a short form prospectus in each of the Qualifying Jurisdictions pursuant to Applicable Securities Laws and on the date of and upon filing of the Prospectuses there will be no documents required to be filed under Applicable Securities Laws in connection with the Offering that will not have been filed as required;

(xiv) any forward-looking information included, or incorporated by reference in, the Public Record, including financial highlights and projections or otherwise, has been prepared by the Corporation in material compliance with Parts 4A and 4B of National Instrument 51-102;

(xv) other than the Land and Sea Acquisition, the Corporation has not completed any "significant acquisition" or "significant disposition" nor is it proposing any "probable acquisitions" (as such terms are used in NI 44-101) that would require the inclusion of any additional financial statements or pro forma financial statements in the Prospectuses pursuant to Applicable Securities Laws;

(xvi) to the knowledge of the Corporation, there are no circumstances presently existing under which material liability to the Corporation is or could reasonably be expected to be incurred under Part XXIII - Civil Liability for Secondary Market Disclosure of the *Securities Act* (Ontario);

(xvii) the Corporation is not aware of any legislation, or proposed legislation published by a legislative body, which it anticipates will materially and adversely affect the business, affairs, operations, assets, liabilities (contingent or otherwise) or prospects of the Corporation or the Business;

(xviii) the Financial Statements, including the notes and the related auditors' reports thereto, in each case as incorporated by reference in the Prospectuses, have been prepared in accordance with international financial reporting standards ("**IFRS**") applicable to publicly accountable enterprises and present fairly and correctly in all material respects, the consolidated financial condition of the Corporation as at the dates thereof and the consolidated results of the operations and the changes in the financial position of the Corporation for the periods then ended and contain and reflect adequate provisions or allowance for all reasonably anticipated liabilities, expenses and losses of the Corporation, as applicable;

(xix) except as disclosed in the Financial Statements, all taxes (including income tax, capital tax, payroll taxes, employer health tax, workers' compensation payments, property taxes, custom and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto (collectively, "**Taxes**") due and payable by the Corporation and each of the Subsidiaries have been paid, except where the failure to pay

Taxes would not constitute an adverse material fact in respect of the Corporation or have a Material Adverse Effect on the Corporation. All tax returns, declarations, remittances and filings required to be filed by the Corporation and each of the Subsidiaries have been filed with all appropriate Governmental Authorities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading, except where the failure to file such documents would not constitute an adverse material fact in respect of the Corporation or have a Material Adverse Effect on the Corporation. To the knowledge of the Corporation, no examination of any tax return of the Corporation or any Subsidiary is currently in progress and there are no issues or disputes outstanding with the Governmental Authority respecting any Taxes that have been paid, or may be payable, by the Corporation or any Subsidiary, in any case, except where such examinations, issues or disputes would not constitute an adverse material fact in respect of the Corporation or would not have a Material Adverse Effect on the Corporation;

(xx) to the knowledge of the Corporation, the Corporation's Auditors are independent with respect to the Corporation in accordance with Applicable Securities Laws and there has not been any reportable event (within the meaning of National Instrument 51-102 *Continuous Disclosure Obligations*) between the Corporation and the present or any former auditor of the Corporation;

(xxi) to the knowledge of the Corporation, there is no agreement in force or effect which in any manner affects or will affect the voting or control of any of the securities of the Corporation;

(xxii) to the knowledge of the Corporation, none of the officers or employees of the Corporation, any person who owns, directly or indirectly, more than 10% of any class of securities of the Corporation or securities of any person exchangeable for more than 10% of any class of securities of the Corporation, or any associate or affiliate of any of the foregoing, had or has any material interest, direct or indirect, in any proposed transaction (including, without limitation, any loan made to or by any such person) with the Corporation which, as the case may be, materially affects, is material to or will materially affect the Corporation;

(xxiii) there are no actions, suits, judgments, investigations, inquires or proceedings of any kind whatsoever outstanding (whether or not purportedly on behalf of the Corporation), pending or, to the knowledge of the Corporation, threatened against or affecting the Corporation, or its directors or officers, at law or in equity or before or by any commission, board, bureau or agency of any kind whatsoever and, to the knowledge of the Corporation, there is no basis therefor and the Corporation is not subject to any judgment, order, writ, injunction, decree, award, rule, policy or regulation of any Governmental Authority which, either separately or in the aggregate, would have a Material Adverse Effect on the Corporation or would adversely affect the ability of the Corporation to perform its obligations under this Agreement, the Warrant Indenture, the Compensation Warrant Certificates, consummate the Offering or perform its obligations under the Acquisition Agreement (including to consummate the Land and Sea Acquisition);

(xxiv) no legal or governmental proceedings or inquiries are pending to which the Corporation is a party or, to the knowledge of the Corporation, to which its property is subject that would result in the revocation or modification of any certificate, authority, permit or license necessary to conduct the business now conducted by the Corporation which, if the subject of an unfavourable decision, ruling or finding would have a Material Adverse Effect on the

Corporation and, to the knowledge of the Corporation, no such legal or governmental proceedings or inquiries have been threatened against or are contemplated with respect to the Corporation;

(xxv) no approval, authorization, consent or other order of, and no filing, registration or recording with, any Governmental Authority or other person is required of the Corporation in connection with the execution and delivery of or with the performance by the Corporation of this Agreement, the Acquisition Agreement, the Compensation Warrant Certificates and the Warrant Indenture, except: (i) those which have been obtained or those which may be required and shall be obtained prior to the Closing Time under Applicable Securities Laws or the rules of the Exchange including in compliance with Applicable Securities Laws with regard to the distribution of the Offered Units and Compensation Warrants, (ii) such post-closing notice filings with Securities Commissions and the Exchange as may be required in connection with the Offering; or (iii) such post-closing notice filings required under applicable United States federal or state securities laws;

(xxvi) neither the Corporation nor any Subsidiary is in violation of its constating documents or in default of the performance or observance of any obligation, agreement, covenant or condition contained in any contract, indenture, trust deed, mortgage, loan agreement, note, lease or other agreement or instrument (including any Material Agreement) to which it is a party or by which it or, to the knowledge of the Corporation, its property may be bound which would have a Material Adverse Effect on the Corporation, and all such contracts, agreements or arrangements are in good standing, and no event has occurred which with notice or lapse of time or both would constitute such a default by the Corporation or any Subsidiary or, to the best of the Corporation's knowledge, any other party;

(xxvii) the issued and outstanding Common Shares are listed and posted for trading on the Exchange;

(xxviii) no order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of the Corporation has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or, to the knowledge of the Corporation, are pending, contemplated or threatened by any regulatory authority;

(xxix) as at the close of business on November 4, 2021, the authorized capital of the Corporation consists of an unlimited number of Common Shares, of which 66,854,859 were issued and outstanding. As of the close of business on November 4, 2021, there were outstanding: (i) options to acquire up to 6,262,052 Common Shares granted under the Corporation's incentive security plan; and (ii) 211,337 restricted share units granted under the Corporation's incentive security plan. Other than pursuant to the Offering, the completion of the Land and Sea Acquisition pursuant Acquisition Agreement, or existing compensation or incentive plans described in the Public Record, or convertible securities issued pursuant to financings disclosed in the Public Record, no person has any right, agreement or option, present or future, contingent or absolute, whether at law, pre-emptive or contractual, or any right capable of becoming a right, agreement or option for the purchase of any interest in any Subsidiary or for the issue of any securities of the Corporation or to require the Corporation to purchase, redeem or otherwise acquire any of its issued and outstanding securities;

(xxx) Computershare Trust Company of Canada at its principal office in the city of Toronto, Ontario has been duly appointed as registrar and transfer agent for the Common Shares;

(xxxi) Computershare Trust Company of Canada will be appointed warrant agent for the Warrants under the Warrant Indenture at its principal office in the city of Toronto, Ontario;

(xxxii) the Corporation and each Subsidiary has conducted its business in compliance, in all respects, with all applicable laws, rules and regulations (including all applicable federal, national, provincial, municipal, and local environmental anti-pollution and licensing laws, regulations and other lawful requirements of any governmental or regulatory body, including relevant Licenses and Permits) of each jurisdiction in which its business is carried on and is licensed, registered or qualified in all jurisdictions in which it owns, leases or operates its property or carries on business to enable its business to be carried on as now conducted and its property and assets to be owned, leased and operated and all such Licenses and Permits are valid, subsisting and in good standing and it has not received a notice of non-compliance, revocation or cancellation nor knows of, nor has reasonable grounds to know of, any facts that could give rise to a notice of non-compliance, revocation or cancellation with any such laws, regulations or permits which would have a Material Adverse Effect on the Corporation;

(xxxiii) the Corporation or one or more of the Subsidiaries are the legal and beneficial owners of, and have good and marketable title to, all of the material property or assets thereof as described in the Prospectuses (collectively, "**Property Rights**") and no other property or assets are necessary for the conduct of the Business as currently conducted and proposed to be conducted; to the knowledge of the Corporation there is no claim or the basis for any claim that might or could materially and adversely affect the right thereof to use, transfer or otherwise exploit such property or assets and neither the Corporation nor any Subsidiary has any responsibility or obligation to pay any material commission, royalty, license fee or similar payment to any person with respect to the property and assets thereof; either the Corporation or one of the Subsidiaries holds such Property Rights free and clear of any liens, charges or encumbrances, except for permitted encumbrances and such liens, charges or encumbrances granted to lenders as described in the Prospectuses;

(xxxiv) all Property Rights in which the Corporation or Subsidiary holds an interest or right have been validly registered and recorded in accordance with all applicable laws and are valid and subsisting; either the Corporation or one of the Subsidiaries has all necessary rights and interests granting the Corporation or one of the Subsidiaries, as applicable, the right and ability to operate the Business as are appropriate in view of the rights and interests therein of the Corporation and the operations of the Corporation as it is currently being conducted, with only such exceptions as do not unreasonably interfere with the use made by the Corporation of the rights or interest so held;

(xxxv) any and all of the agreements and other documents and instruments (including any Material Agreement) pursuant to which the Corporation and any Subsidiary holds its respective property and assets are valid and subsisting agreements, documents or instruments in full force and effect, enforceable against the Corporation in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable law, and the Corporation is not in default of any of the provisions of any such agreements, documents or instruments nor has any such default been alleged against the Corporation, except where such default would not result in a Material Adverse Effect on the Corporation. Such properties and assets are in good standing under the applicable statutes and regulations of the jurisdictions in which they are situated;

(xxxvi) to the knowledge of the Corporation, the Corporation has not been and is not currently in violation of, in connection with the ownership, use, maintenance or operation of its property and assets, any applicable federal, provincial, state, municipal or local laws, bylaws, regulations, orders, policies, permits, licences, certificates or approvals having the force of law, domestic or foreign, relating to environmental, health or safety matters (collectively the "**Environmental Laws**") which would have a Material Adverse Effect on the Corporation;

(xxxvii) without limiting the generality of the subsection immediately above, neither the Corporation nor any Subsidiary has, to the knowledge of the Corporation, received any notice of, any claim, judicial or administrative proceeding, pending or threatened against, or which may affect, either the Corporation or any Subsidiary or any of their respective property, assets or operations, relating to, or alleging any violation of any Environmental Laws which would have a Material Adverse Effect. To the knowledge of the Corporation, there are no facts which could give rise to any such claim or judicial or administrative proceeding and neither the Corporation nor any Subsidiary is the subject of any investigation, evaluation, audit or review by any Governmental Authority to determine whether any violation of any Environmental Laws has occurred or is occurring or whether any remedial action is needed in connection with a release of any contaminant into the environment, except for compliance investigations conducted in the normal course by any Governmental Authority or where it would not result in a Material Adverse Effect;

(xxxviii) there are no orders, rulings or directives issued, pending or, to the best of the Corporation's knowledge, threatened against the Corporation or any Subsidiary under or pursuant to any Environmental Laws requiring any work, repairs, construction or capital expenditures with respect to the property or assets of the Corporation or any Subsidiaries which would have a Material Adverse Effect on the Corporation;

(xxxix) the assets of the Corporation and the Subsidiaries are insured against loss or damage with responsible insurers on a basis consistent with insurance obtained by reasonably prudent participants in comparable businesses, and such coverage is in full force and effect;

(xl) the Corporation and the Subsidiaries are in compliance, in all material respects, with the provisions of all applicable federal, provincial, state, local and other laws and regulations respecting employment and employment practices, terms and conditions of employment and wages and hours;

(xli) no existing supplier, distributor, service provider, manufacturer or contractor of the Corporation has indicated to the Corporation that it intends to terminate its relationship with the Corporation or that it will be unable to meet the Corporation's supply, distribution, service, manufacturing or contracting requirements;

(xlii) no labour dispute with the employees of the Corporation or any Subsidiary exists or, to the knowledge of the Corporation, is threatened. Neither the Corporation nor any Subsidiary is a party to any collective bargaining agreement and no action has been taken or, to the knowledge of the Corporation, is contemplated to organize any employees of the

Corporation or any Subsidiary;

(xliii) each material plan for retirement, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, incentive or otherwise contributed to, or required to be contributed to, by the Corporation for the benefit of any current or former director, officer, employee or consultant of the Corporation (the "**Employee Plans**") has been maintained in all material respects with its terms and with the requirements prescribed by any and all statutes, orders, rules and regulations that are applicable to such Employee Plans;

(xliv) all material accruals for unpaid vacation pay, premiums for employment insurance, health premiums, federal or state pension plan premiums, accrued wages, salaries and commissions and employee benefit plan payments have been reflected in the books and records of the Corporation or the Subsidiaries, as applicable;

(xlv) neither the Corporation nor any Subsidiary has committed an act of bankruptcy or is insolvent, has proposed a compromise or arrangement to its creditors, has had a petition or a receiving order in bankruptcy filed against it, has made a voluntary assignment in bankruptcy, has taken any proceedings with respect to a compromise or arrangement, has taken any proceedings to have itself declared bankrupt or wound up, has taken any proceedings to have a receiver appointed for any of its property or has had any execution or distress become enforceable or become levied upon any of its property;

(xlvi) there has not been any material change in the capital, assets, liabilities or obligations (absolute, accrued, contingent or otherwise) of the Corporation or the Subsidiaries from the position set forth in the Financial Statements except as contemplated by the Prospectuses and there has not been any adverse material change in the business, operations, capital or condition (financial or otherwise) or results of the operations of the Corporation or the Subsidiaries since March 31, 2021, except as disclosed in the Prospectuses; and since that date there have been no material facts, transactions, events or occurrences which could materially adversely affect the capital, assets, liabilities (absolute, accrued, contingent or otherwise), business, operations or condition (financial or otherwise) or results of the operations of the Corporation or the Subsidiaries (on a consolidated basis) which have not been disclosed in the Prospectuses;

(xlvii) other than as disclosed on the Public Record, there are no off-balance sheet transactions, arrangements, obligations (including contingent obligations) or other relationships of the Corporation with unconsolidated entities or other persons that may have a material current or future effect on the financial condition, changes in financial condition, results of operations, earnings, cash flow, liquidity, capital expenditures, capital resources, or significant components of revenues or expenses of the Corporation;

(xlviii) the Corporation is not required by applicable law, Exchange requirements or its constating documents to obtain the approval of its shareholders in order to issue the Offered Units or the Underlying Securities;

(xlix) each loan, bond, debenture, promissory note or other instrument evidencing indebtedness (demand or otherwise) for borrowed money or other liability to which the Corporation or any Subsidiary is a party is in good standing and each of the Corporation and each Subsidiary is not in default of any obligation or covenant under such instruments and neither the Corporation or any Subsidiary has any loans or other indebtedness outstanding which have been made to or from any of their respective shareholders, officers, directors or employees or any other person not dealing at arm's length with the Corporation or any of the Subsidiaries that are currently outstanding;

(l) other than as disclosed in the Prospectuses, neither the Corporation nor any Subsidiary is a party to, or bound by, any agreement of guarantee, indemnification (other than an indemnification of directors and officers in accordance with the by-laws of the Corporation or the Subsidiaries and applicable laws, indemnification agreements or covenants that are entered into arising in the ordinary course of business, including operating, credit and similar agreements, indemnification and contribution provisions in agency and underwriting agreements and in transfer agency agreements) or any other like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person (other than the Corporation or a Subsidiary);

(li) each material contract to which the Corporation is a party has been disclosed in the Public Record and is in full force and effect and, to the knowledge of the Corporation, there has not been any default by any party thereunder that would result in a Material Adverse Effect and except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable Law. The Corporation and its Subsidiaries have performed all obligations (including payment obligations) in a timely manner under, and are in material compliance with, all terms, conditions and covenants (including all financial maintenance covenants) contained in each Material Agreement and Debt Instrument. Neither the Corporation nor any Subsidiary is in material violation, breach or default and none has received any notification from any party claiming that the Corporation or any Subsidiary is in breach, violation or default under any Material Agreement or Debt Instrument and no other party, to the knowledge of the Corporation, is in material breach, violation or default of any term under any Material Agreement or Debt Instrument. Except as disclosed in the Offering Documents, none of the material property (or any interest in, or right to earn an interest in, any material property) of the Corporation or any Subsidiary is subject to any right of first refusal or purchase or acquisition right;

(lii) the minute books and records of the Corporation made available to the Underwriters' counsel in connection with the due diligence investigation of the Corporation are all of the minute books of the Corporation and contain copies of all material proceedings (or certified copies thereof or drafts thereof pending approval) of the shareholders, the directors and all committees of directors of the Corporation to the date hereof, other than any recent such meetings for which minutes have not yet been prepared;

(liii) other than as provided for in this Agreement, neither the Corporation nor any of the Subsidiaries has incurred any obligation or liability, contingent or otherwise, for brokerage fees, finder's fees, agent's commission or other similar forms of compensation with respect to the transactions contemplated herein;

(liv) the Corporation has the necessary power and authority to execute and deliver the Preliminary Prospectus and all requisite action has been taken by the Corporation to authorize the execution and delivery by it of the Preliminary Prospectus;

(lv) with respect to each premises of the Corporation and the Subsidiaries and which the Corporation and the Subsidiaries occupies or will occupy as tenant (the "**Leased Premises**"), the Corporation occupies the Leased Premises and has the exclusive right to occupy and use the Leased Premises (except in those jurisdictions in which the exclusive right to occupy and use the Leased Premises may not be available pursuant to applicable laws in such jurisdictions) and each of the leases pursuant to which the Corporation and the Subsidiaries occupy the Leased Premises is in good standing and in full force and effect;

(lvi) (i) the Corporation owns all rights in or has obtained licenses or other rights to use, the systems, processes, procedures, algorithms, know how (including trade secrets and other proprietary or confidential information), trade-marks, trade names, service marks, trade dress, domain names, patents, patent applications, inventions, copyrights and any other intellectual property (including all registrations and applications for registration of, and all goodwill associated with, any of the foregoing, as applicable) (collectively, "**Intellectual Property**") described in the Prospectuses as being owned or licensed by the Corporation or which are used for the conduct of the Corporation's business as currently carried on and proposed to be carried on, and all other Intellectual Property used in or reasonably necessary for the Corporation's business as currently carried on and proposed to be carried as described in the Prospectuses; (ii) such Intellectual Property rights are valid and enforceable and are free and clear of any liens, charges or encumbrances or other adverse claim or interest of any kind or nature affecting the assets of the Corporation; (iii) to the knowledge of the Corporation, there is no infringement, misappropriation or violation by third parties of any Intellectual Property owned or licensed by the Corporation; (iv) the conduct of the Corporation's business as currently carried on and proposed to be carried as described in the Prospectuses will not, infringe, misappropriate or otherwise violate any Intellectual Property rights of any others; (v) there is no action, suit, proceeding or claim pending or, to the knowledge of the Corporation, threatened by others (A) that the Corporation infringes, misappropriates or otherwise violates the Intellectual Property of others or (B) challenging the Corporation's rights in or to any Intellectual Property or the validity, enforceability, ownership or scope of any Intellectual Property owned, licensed or commercialized by the Corporation, and the Corporation is unaware of any other fact which could form a reasonable basis for any such action, suit, proceeding or claim; (vi) none of the Intellectual Property used by the Corporation in the conduct of its business has been obtained or is being used by the Corporation in material violation of any contractual obligation binding on the Corporation; (vii) the Corporation is not subject to any judgment, order, writ, injunction or decree of any court or any federal, provincial, local, foreign or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, or any arbitrator, nor has it entered into or is a party to any agreement made in settlement of any pending or threatened litigation, which materially restricts or impairs its use of any Intellectual Property; (viii) the Corporation has taken commercially reasonable steps, in accordance with normal industry practice for a Corporation of like size and resources, to maintain the confidentiality of all Intellectual Property the value of which to the Corporation is contingent upon maintaining the confidentiality thereof, and the Corporation is not aware of any material disclosure of such Intellectual Property other than to employees, representatives, independent contractors, collaborators, licensors, licensees, agents and advisors of the Corporation, all of whom are bound by written obligations to maintain the confidentiality thereof; (ix) all founders, officers and other employees involved in the development of Intellectual Property for the Corporation have signed confidentiality and invention assignment agreements or similar agreements for the transfer, assignment, and licensing of Intellectual

Property with the Corporation pursuant to which the Corporation either (A) have obtained ownership of and are the exclusive owners of, or (B) have a valid and unrestricted right to exploit, sufficient for the conduct of their business as currently carried on and proposed to be carried on, such Intellectual Property; (x) no founder, officer or other employee of the Corporation is in or has been in material violation of any term of any employment contract, patent disclosure agreement, invention assignment agreement, non-competition agreement, non-solicitation agreement, non-disclosure agreement or any restrictive covenant to or with a former employer where the basis of such violation relates to such founder, officer or employee's relationship or activities with the Corporation, or otherwise relates to rights in the Intellectual Property owned or purported to be owned by or licensed to the Corporation; and (xi) all patents and patent applications owned by, co-owned by, or exclusively licensed to the Corporation or under which the Corporation has rights have been duly and properly filed and are being diligently prosecuted and maintained, and assignments have been recorded in favour of the Corporation to the extent recordation within a timely manner is required to preserve the rights thereto;

(lvii) the Corporation's information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases (collectively, "**IT Systems**") are adequate for, and operate and perform in all material respects as required in connection with the operation of the business of the Corporation as currently conducted, free and clear of all material bugs, errors, defects, Trojan horses, time bombs, malware and other corruptants. The Corporation has implemented and maintained commercially reasonable controls, policies, procedures, and safeguards to maintain and protect its material confidential information and the integrity, continuous operation, redundancy and security of all IT Systems and data (including all personal information, personally identifiable information, personal data, and sensitive, confidential or regulated data (collectively "**Personal Data**")) used in connection with the Businesses, and except as would not have a Material Adverse Effect there have been no breaches, violations, outages or unauthorized uses of or accesses to same, except for those that have been remedied without material cost or liability, or the duty to notify any other person, nor any incidents under internal review or investigations relating to the same. The Corporation is presently in material compliance with all applicable laws or statutes and all judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority, internal policies and contractual obligations relating to the privacy and security of IT Systems and Personal Data and to the protection of such IT Systems and Personal Data from unauthorized use, access, misappropriation or modification. The Corporation has taken all necessary actions to prepare to comply in all material respects with applicable laws and regulations with respect to Personal Data that have been announced as of the date hereof as becoming effective within 12 months after the date hereof for which any non-compliance with same would be reasonably likely to create a material liability as soon as they take effect;

(lviii) to the knowledge of the Corporation, no event has occurred, or condition exists, which will prevent the Land and Sea Acquisition from being completed prior to the Outside Date;

(lix) the execution and delivery of the Acquisition Agreement has been authorized by all necessary corporate action on the part of the Corporation and Wildpack Acquireco, and the Acquisition Agreement has been duly authorized, executed and delivered and constitutes a valid and binding obligation of the Corporation and Wildpack Acquireco;

(lx) (a) the representations and warranties of the Corporation and Wildpack Acquireco contained in the Acquisition Agreement, a true and complete copy of which has been provided to the Underwriters, are true and correct in all material respects, subject to any applicable qualifications as set out therein; (b) to the knowledge of the Corporation, the representations and warranties of the seller contained in the Acquisition Agreement are true and correct in all material respects, subject to any applicable qualifications as set out therein; and (c) to the knowledge of the Corporation, there has been no (i) actual or alleged breach or default by any party of any provisions of the Acquisition Agreement and no event, condition, or occurrence exists which after the notice or lapse of time (or both) would constitute a breach or default by any party to the Acquisition Agreement, or (ii) dispute, termination, cancellation, amendment or renegotiation of the Acquisition Agreement, and, to the knowledge of the Corporation, no state of facts giving rise to any of the foregoing exists;

(lxi) the Land and Sea Financial Information included in the Prospectus presents fairly in all material respects the financial position of Land and Sea, as at the dates indicated and the cash flows and results of operations of Land and Sea, for the periods indicated, including comparative periods, in accordance with United States generally accepted accounting principles applied on a consistent basis; and

(lxii) the disclosure regarding Land and Sea in the Prospectus contains no misrepresentation within the meaning of Applicable Securities Laws.

9. Underwriters' Covenants

(a) The Underwriters hereby covenant and agree with the Corporation as follows:

(i) During the Distribution Period by or through the Underwriters or a Selling Firm, the Underwriters will offer and sell, and the Underwriters will require any Selling Firm to agree to offer and sell, the Offered Units to the public only in the jurisdictions where they may lawfully be offered for sale or sold and as described in the Prospectuses.

(ii) The Underwriters will comply with and will require any Selling Firm to agree to comply with and will cause their respective U.S. Affiliates to comply with, this Agreement and Applicable Securities Laws in connection with the offer to sell and the distribution of the Offered Units.

(iii) The Underwriters will not, will cause its U.S. Affiliates not to, and will require any Selling Firm to agree not to, directly or indirectly, solicit offers to purchase or sell the Offered Units or deliver the Preliminary Prospectus, the Prospectus, the U.S. Placement Memorandum or any Supplementary Material to purchasers so as to require registration of the Offered Units or the Underlying Securities, or filing of a prospectus or registration statement with respect to those Offered Units or Underlying Securities under the laws of any jurisdiction other than the Qualifying Jurisdictions, including the United States. The Underwriters agree on their own behalf and on behalf of their respective U.S. Affiliates, as applicable, and will require any Selling Firm to agree, that any offer or sales of Offered Units in the United States will be made in accordance with the terms and conditions set out in Schedule "A" to this Agreement. The terms and conditions and the representations, warranties and covenants of the parties contained in Schedule "A" form part of this Agreement.

(iv) The Underwriters, and any Selling Firm appointed hereunder, will use their commercially reasonable efforts to complete the distribution of the Offered Units as promptly as possible after the Closing Time or Additional Closing Time, as applicable. The Underwriters will notify the Corporation as soon as possible when, in the Underwriters' opinion, the Underwriters and the Selling Firms have ceased the distribution of the Offered Units and, within 30 days after completion of the distribution, will provide the Corporation, in writing, with a breakdown of the number of Offered Units distributed in each of the Qualifying Jurisdictions where that breakdown is required by a Securities Commission for the purpose of calculating fees payable to, or making filings with, that Securities Commission.

(v) Other than the Marketing Materials, during the Distribution Period, the Underwriters will, and will use their commercially reasonable efforts to cause the members of a Selling Firm to: (i) not provide to any potential purchasers of Offered Units any marketing materials in respect of the Offered Units that are or would be required to be incorporated by reference into the Preliminary Prospectus, the Prospectus or any Supplementary Material without prior approval by the Corporation of the Template Version of such Marketing Materials, such approval to be evidenced by a written agreement between the Corporation and Stifel GMP; and (ii) provide a copy of the Preliminary Prospectus to each potential purchaser of the Offered Units who receives any Marketing Materials referred to in this Section 9.

(b) For the purposes of this Section 9, the Underwriters shall be entitled to assume that the Offered Units and Compensation Warrants may be lawfully offered for sale and sold in the Qualifying Jurisdictions if the final receipt has been issued evidencing that a receipt for the Prospectus has been issued by the Securities Commissions, provided the Underwriters do not have actual knowledge, and has not been notified in writing by the Corporation, of any circumstances that would legally prohibit such distribution.

(c) The Underwriters will be liable to the Corporation only for its own default.

(d) The Underwriters will not be liable under this Agreement for any act, omission, default or conduct by its affiliates or any member of any Selling Firm in connection with the Offering.

10. Conditions of Closing

The obligations of the Underwriters hereunder, as to the Offered Units to be purchased at the Closing Time and as to the Over-Allotment Units to be purchased at any Additional Closing Time, as applicable, shall be conditional upon all representations and warranties and other statements of the Corporation herein being, at and as of the Closing Time and any Additional Closing Time, as applicable, true and correct in all material respects, the Corporation having performed in all material respects, at the Closing Time and any Additional Closing Time, all of its obligations hereunder theretofore to be performed and the Underwriters receiving at the Closing Time and any Additional Closing Time:

(a) favourable legal opinion of the Corporation's counsel addressed to the Underwriters and the Underwriters' counsel, in form and substance satisfactory to the Underwriters, acting reasonably, and subject to and containing necessary assumptions and qualifications (and relying on, to the extent appropriate in the circumstances, the opinions of local counsel and certificates of an officer of the Corporation), with respect to such matters as the Underwriters may reasonably request relating to the Offering and the Corporation and the transaction contemplated hereby, including, without limitation, in respect of the following matters:

(i) the Corporation is a corporation incorporated and existing under the laws of the Province of British Columbia and has all requisite corporate power and authority to carry on its business as now conducted and to own, lease and operate its properties and assets and to execute, deliver and perform its obligations under this Agreement, the Acquisition Agreement, the Compensation Warrant Certificates and the Warrant Indenture, including to create, issue and sell the Offered Units, Underlying Securities, and Compensation Warrants (including the Common Shares issuable on the exercise thereof) and to grant the Over-Allotment Option to the Underwriters;

(ii) the authorized and issued capital of the Corporation;

(iii) the Corporation is a "reporting issuer" under Applicable Securities Laws of each of the Qualifying Jurisdictions and is not included on a list of defaulting reporting issuers maintained by the Securities Commissions;

(iv) the Corporation has all necessary corporate power and authority to enter into and deliver this Agreement, the Compensation Warrant Certificates and the Warrant Indenture and to perform its obligations, as applicable herein and therein, and all necessary corporate action has been taken by the Corporation to authorize the execution and delivery of this Agreement, the Compensation Warrant Certificates and the Warrant Indenture and when executed and delivered by the Corporation will constitute a legal, valid and binding obligation of the Corporation, enforceable against the Corporation, in accordance with their terms except that the validity, binding effect and enforceability of the terms of agreements and documents are subject to the qualification that such validity, binding effect and enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable law;

(v) the execution and delivery of this Agreement, the Compensation Warrant Certificates and the Warrant Indenture and the fulfillment of the terms hereof and thereof by the Corporation, and the performance of and compliance by the Corporation with the terms of this Agreement, the Compensation Warrant Certificates and the Warrant Indenture does not and will not result in a breach of, or constitute a default under, and does not create a state of facts which, after notice or lapse of time or both, will result in a breach of or constitute a default under: (A) the BCBCA; or (B) any term or provision of the notice of articles and articles of the Corporation;

(vi) the form of the definitive certificates representing the Common Shares, Warrants and the Compensation Warrant Certificates have been approved and adopted by the Corporation and comply with all legal requirements (including all applicable requirements of the BCBCA and the Exchange) relating thereto and, in the case of the form of definitive certificates representing the Warrants, comply with the Warrant Indenture;

(vii) the Offered Units have been duly and validly created, allotted and issued as fully paid securities of the Corporation;

(viii) The Warrants and Compensation Warrants have been validly created and issued as Warrants and Compensation Warrants of the Corporation;

(ix) the Common Shares issuable upon the exercise of the Warrants and Compensation Warrants (as applicable) have been authorized for issuance and will, upon issuance in accordance with the terms of the Warrant Indenture or the Compensation Warrant Certificates (as applicable) and the constating documents of the Corporation, be issued as fully paid and non-assessable shares;

(x) the rights, privileges, restrictions and conditions attaching to the Offered Units, Underlying Securities and Compensation Warrants are accurately summarized in all material respects in the Prospectus;

(xi) the text in the Prospectus under the headings "Certain Canadian Federal Income Tax Considerations" and "Eligibility for Investment" constitutes an accurate statement of law subject to the assumptions and other qualifications referred to therein;

(xii) that no consent, approval, authorization or order of or filing, registration or qualification with any court, governmental agency or body or regulatory authority having jurisdiction is required at this time for the execution and delivery by the Corporation of this Agreement, the Compensation Warrant Certificates or the Warrant Indenture and the performance of its obligations hereunder and thereunder, except for such as have been obtained;

(xiii) all necessary documents have been filed, all necessary proceedings have been taken and all legal requirements have been fulfilled as required under Applicable Securities Laws in order to qualify the Offered Units and Compensation Warrants for distribution and sale to the public in each of such Qualifying Jurisdictions by or through investment dealers and brokers duly registered under the applicable laws of such provinces who have complied with the relevant provisions of such Applicable Securities Laws;

(xiv) the issuance of Common Shares by the Corporation upon the exercise of the Warrants to holders of the Warrants in accordance with the Warrant Indenture is exempt from the prospectus requirements of Applicable Securities Laws;

(xv) the issuance of Common Shares by the Corporation upon the exercise of the Compensation Warrants to holders of the Compensation Warrants in accordance with the Compensation Warrant Certificates is exempt from the prospectus requirements of Applicable Securities Laws;

(xvi) the first trade in the Common Shares will not be subject to the prospectus requirements of Applicable Securities Laws and no prospectus or other document is required to be filed, no proceedings are required to be taken and no approvals, permits, consents or authorizations of regulatory authorities are required to be obtained under Applicable Securities Laws to permit the first trade of such securities by the holder thereof through registrants or dealers registered under Applicable Securities Laws of such Qualifying Jurisdictions who have complied with such laws, or in circumstances in which there is an exemption from the registration requirements under Applicable Securities Laws of such provinces, provided that: (A) the trade is not a "control distribution" (as defined in National Instrument 45-102 *Resale of Securities*); and (B) the Corporation is a "reporting issuer" at the time of the trade;

(xvii) the Corporation has the necessary power and authority to execute and deliver the Prospectuses and all necessary action has been taken by the Corporation to authorize the execution and delivery by it of the Prospectuses and any Supplementary Material and the filing thereof, as the case may be, in each of the Qualifying Jurisdictions in accordance with Applicable Securities Laws;

(xviii) the Common Shares have been conditionally accepted for listing on the Exchange, subject to the Standard Listing Conditions;

(xix) the Warrants have been conditionally accepted for listing on the Exchange, subject to the Standard Listing Conditions;

(xx) the Common Shares issuable upon the exercise of the Warrants in accordance with the Warrant Indenture have been conditionally accepted for listing on the Exchange, subject to the Standard Listing Conditions;

(xxi) the Common Shares issuable upon the exercise of the Compensation Warrants in accordance with the Compensation Warrant Certificates have been conditionally accepted for listing on the Exchange, subject to the Standard Listing Conditions;

(xxii)

(xxiii) Computershare Trust Company of Canada, at its principal offices in Toronto, Ontario has been duly appointed the transfer agent and registrar for the Common Shares;

(xxiv) Computershare Trust Company of Canada, and at its principal office in Toronto has been duly appointed as the warrant agent under the Warrant Indenture;

and as to all other legal matters, including compliance with Applicable Securities Laws in any way connected with the issuance, sale and delivery of the Offered Units, Underlying Securities and Compensation Warrants as the Underwriters may reasonably request.

It is understood that in connection with this opinion, the Corporation's counsel may deliver opinions of local counsel acceptable to them directly to the Underwriters and their counsel as to matters governed by the laws of jurisdictions other than where they are qualified to practice law, and on certificates of officers of the Corporation, the transfer agent and the Corporation's Auditors or the Land and Sea Auditors as to relevant matters of fact;

(b) a favourable legal opinion addressed to the Underwriters, in form and substance satisfactory to the Underwriters, acting reasonably, from local counsel to the Corporation, which counsel in turn may rely, as to matters of fact, on certificates of public officials and officers of the Subsidiaries, as appropriate, with respect to the following matters: (a) the valid existence of each of the Subsidiaries, and as to having all requisite entity power to carry on its business as now conducted and to own, lease and operate its property and assets; and (b) based solely on a certificate of an officer of the Subsidiaries, as to the issued and outstanding securities of each Subsidiary and the ownership thereof;

(c) if any Offered Units are sold to purchasers in the United States, a favourable legal opinion addressed to the Underwriters, in form and substance satisfactory to the Underwriters, acting reasonably, from United States counsel to the Corporation, to the effect that registration of such Offered Units and the Underlying Securities will not be required under the U.S. Securities Act in connection with the offer and sale of such Offered Units in the United States pursuant to the Agreement;

(d) a certificate of the Corporation dated the Closing Date or Additional Closing Date, as applicable, addressed to the Underwriters and the Underwriters' counsel and signed on behalf of the

Corporation by the Chief Executive Officer and the Chief Financial Officer of the Corporation or such other officers(s) of the Corporation as the Underwriters may agree, certifying for and on behalf of the Corporation, to the best of the knowledge, information and belief of the person so signing, after due enquiry, that:

(i) the Corporation has complied with, and satisfied, all terms and conditions of this Agreement on its part to be complied with or satisfied at or prior to the Closing Time or the Additional Closing Time, as applicable;

(ii) the representations and warranties of the Corporation set forth in this Agreement are true and correct at the Closing Time or the Additional Closing Time, as applicable, as if made at such time;

(iii) no order, ruling or determination having the effect of ceasing or suspending trading in any securities of the Corporation or prohibiting the sale of the Offered Units, Underlying Securities and Compensation Warrants or any of the Corporation's issued securities having been issued, and no proceeding for such purpose being pending or, to the knowledge of such officers, contemplated or threatened by any regulatory authority;

(iv) since the respective dates as of which information is given in the Prospectus there has been no material change (actual, anticipated, contemplated or threatened, whether financial or otherwise) in the business, affairs, operations, assets, liabilities (contingent or otherwise), prospects or capital of the Corporation on a consolidated basis;

(v) no material change relating to the Corporation and the Subsidiaries on a consolidated basis having occurred since the date hereof, with respect to which the requisite material change report has not been filed and no such disclosure having been made on a confidential basis that remains confidential;

(vi) there has been no change in any material fact (which includes the disclosure of any previously undisclosed material fact) contained in the Prospectus which fact or change is of such a nature as to render any statement in the Prospectus misleading or untrue or which would result in a misrepresentation in the Prospectus, or which would result in the Prospectus not complying with Applicable Securities Laws; and

(vii) subject to receipt of all required regulatory and stock exchange approvals and third-party consents, and satisfaction of all customary conditions to closing, the Corporation has no reason to believe that the Land and Sea Acquisition will not be completed in accordance with the terms of the Acquisition Agreement prior to the Outside Date;

and each certification is itself a condition to the obligations of the Underwriters hereunder, as to the Offered Units to be purchased at the Closing Time and as to the Over-Allotment Units to be purchased at the Additional Closing Time;

(e) the Underwriters shall have received a certificate, dated as of the Closing Date, signed by the Chief Executive Officer and Chief Financial Officer of the Corporation, or such other officer(s) of the Corporation as the Underwriters may agree, certifying for and on behalf of the Corporation, to the best of the knowledge, information and belief, after due enquiry, of the persons so signing, with respect to: (i) the notice of articles and articles of the Corporation; (ii) the resolutions of the Corporation's board of directors relevant to the Offering; and (iii) the incumbency and signatures of signing officers of the Corporation;

(f) the Underwriters shall have received a certificate from Computershare Investor Services Inc. as to the number of Common Shares issued and outstanding as at the date immediately prior to the Closing Date;

(g) the Underwriters shall have received a certificate of status with respect to the Corporation and the equivalent for each of the Subsidiaries issued by the appropriate regulatory authority, in each case dated within one Business Day of the Closing Date;

(h) a comfort letter from the Corporation's Auditors addressed to the Underwriters and dated the Closing Date satisfactory in form and substance to the Underwriters, acting reasonably, bringing forward to a date not more than two Business Days prior to the Closing Date, the information contained in the comfort letter referred to in Section 4(c) hereof;

(i) a comfort letter from Land and Sea's Auditors addressed to the Underwriters and dated the Closing Date satisfactory in form and substance to the Underwriters, acting reasonably, bringing forward to a date not more than two Business Days prior to the Closing Date, the information contained in the comfort letter referred to in Section 4(d) hereof;

(j) the Underwriters shall have received an executed lock-up agreement, substantially in the form of Schedule "B" from each of the directors and officers of the Corporation;

(k) evidence satisfactory to the Underwriters that the Common Shares, Warrants and the Common Shares issuable in connection with the Warrants and Compensation Warrants (as applicable) have, subject to the Standard Listing Conditions, been conditionally listed on the Exchange not later than the close of business on the last Business Day preceding the Closing Date; and

(l) such other certificates and documents as the Underwriters may request, acting reasonably.

11. Closing

The purchase and sale of Base Units shall be completed at the Closing Time on the Closing Date electronically. At or prior to the Closing Time, the Corporation shall deliver to Stifel GMP: (i) one or more certificates representing the Base Units, registered in the name of "CDS & Co" or such other name or names as Stifel GMP, may notify the Corporation in writing not less than 24 hours prior to the Closing Time, and (ii) the Compensation Warrant Certificates registered in such name or names as Stifel GMP may notify the Corporation in writing not less than 24 hours prior to the Closing Time, against payment by Stifel GMP, in respect of the sale of the Base Units, to the Corporation, at the direction of the Corporation, in lawful money of Canada by wire transfer, of an amount equal to the aggregate purchase price of such Base Units less the Underwriting Fee for the sale of the Base Units and all of the estimated out of pocket expenses of the Underwriters payable by the Corporation to the Underwriters in accordance with Section 13 hereof. The sale or sales of the Over-Allotment Units shall be completed electronically on the dates (the "**Additional Closing Dates**") and at the times ("**Additional Closing Times**") specified in the respective Over-Allotment Notice (as hereinafter defined). Notwithstanding the foregoing, if the Corporation determines to issue any of the Base Units as book-entry only securities in accordance with the "non-certificated inventory" rules and procedures of CDS, then as an alternative or in addition to the Corporation delivering one or more definitive certificates representing the Base Units, the Underwriters will provide a direction to CDS with respect to the crediting of the Base Units to the accounts of participants of CDS as shall be designated by the Underwriters in writing in sufficient time prior to the Closing Date to permit such crediting.

12. Over-Allotment Notice and Over-Allotment Closing

The Corporation hereby grants to the Underwriters, for the purpose of covering over-allotments, if any, or for market stabilization purposes, the Over-Allotment Option to purchase the Over-Allotment Units. The Over-Allotment Option is exercisable by the Underwriters in whole or in part at any time on or before 5:00 p.m. (Toronto time) on the 30th day following the Closing Date. Stifel GMP , on behalf of the Underwriters, may exercise the Over-Allotment Option in whole or in part from time to time during the currency thereof by delivering written notice to the Corporation (the "**Over-Allotment Notice**") specifying the number of Over-Allotment Units which the Underwriters wish to purchase. If the Underwriters exercise the Over-Allotment Option, the Underwriters shall, unless otherwise agreed to by the Underwriters and the Corporation, on the Additional Closing Date, which shall be a date that is not less than three Business Days and not more than seven Business Days after the date of the Over-Allotment Notice (such date to be agreed between the Underwriters and the Corporation, each acting reasonably), pay to the Corporation the aggregate purchase price for the Over-Allotment Units so purchased, less the Underwriting Fee for the sale of the Over-Allotment Units and all out of pocket expenses of the Underwriters payable by the Corporation to the Underwriters relating to the Over-Allotment Option in accordance with Section 13 hereof, by wire transfer, against delivery of: (i) one or more global certificates representing the Over-Allotment Units, in each case registered in the name of "CDS & Co." or in such other name or names as the Underwriters direct; and (ii) the Compensation Warrant Certificates registered in such name or names as Stifel GMP may direct. The applicable terms, conditions and provisions of this Agreement (including, without limitation, the provisions of Section 10 relating to closing deliveries unless otherwise agreed to by the Corporation and the Underwriters and Section 11 relating to non-certificated inventory) shall apply *mutatis mutandis* to the closing of the issuance of any Over-Allotment Units pursuant to any exercise of the Over-Allotment Option.

13. Expenses

The Corporation shall pay all expenses and fees in connection with the Offering contemplated by this Agreement, including, without limitation, all expenses of or incidental to the creation, issue, sale or distribution of the Offered Units and all expenses of or incidental to all other matters in connection with the transaction set out in this Agreement, including, without limitation, the fees and expenses payable in connection with the qualification of the Offered Units for distribution, the fees and expenses of the Corporation's counsel and of local counsel to the Corporation, the fees and expenses of the Corporation's Auditors, the fees and expenses of the transfer agent for the Common Shares, all costs incurred in connection with the preparation and printing of the Prospectuses and any Supplementary Material, all reasonable, actual and accountable out-of-pocket expenses and fees incurred by the Underwriters and the reasonable fees of the Underwriters' legal counsel (subject to a maximum of $110,000, excluding applicable taxes and disbursements), whether or not the Offering or any part thereof is completed. All fees and expenses incurred by the Underwriters or on their behalf shall be payable by the Corporation immediately upon receiving an invoice therefor from the Underwriters. At the option of the Underwriters, such fees and expenses may be deducted from the gross proceeds otherwise payable to the Corporation on the Closing Date or Additional Closing Date, as the case may be.

14. Termination

(a) The Underwriters (or any of them) will be entitled to terminate this Agreement, as applicable, by notice in writing to the Corporation at any time from the date hereof and prior to the Closing Date if:

(i) there shall be any material change or a change in a material fact or new material fact shall arise or there should be discovered any previously undisclosed material fact required to be disclosed in the Prospectuses or any Supplementary Material, in each case, that has or would be expected to have, in the sole opinion of the Underwriters (or any of them), a significant adverse change or effect on the business or affairs of the Corporation or on the market price or the value of the Offered Units, Common Shares or any other securities of the Corporation;

(ii) the Acquisition Agreement is terminated;

(iii) (a) there should develop, occur or come into effect or existence any event, action, state, condition (including without limitation, terrorism or accident) or major financial occurrence of national or international consequence including by way of COVID-19 (provided in the case of COVID-19, only to the extent that there are material adverse developments related thereto on or after November 5, 2021) or a new or change in any law or regulation which in the sole opinion of the Underwriters (or any of them), seriously adversely affects or involves or may seriously adversely affect or involve the financial markets or the business, operations or affairs of the Corporation and the Subsidiaries taken as a whole or the market price or value of the Offered Units, Underlying Securities or any other securities of the Corporation, (b) any inquiry, action, suit, proceeding or investigation (whether formal or informal) is commenced, announced or threatened in relation to the Corporation or any one of the officers or directors of the Corporation or any of its principal shareholders where wrong-doing is alleged or any order is made by any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality including without limitation the Exchange or Securities Commissions which involves a finding of wrong-doing, or (c) any order, action or proceeding which cease trades or otherwise operates to prevent or restrict the trading of the Common Shares or any other securities of the Corporation is made or threatened by a securities regulatory authority; or

(iv) the Corporation is in breach of any material term, condition or covenant of this Agreement or if the Underwriters (or any of them) determine that any representation or warranty given by the Corporation in this Agreement is or has become false in any material respect.

(b) If this Agreement is terminated by the Underwriters pursuant to this Section, there shall be no further liability on the part of the Underwriters or of the Corporation to the Underwriters, except in respect of any liability which may have arisen or may thereafter arise under Sections 13, 17 and 18 hereof. The right of the Underwriters (or any of them) to terminate their obligations under this Agreement is in addition to such other remedies as it may have in respect of any matter contemplated by this Agreement. A notice of termination given by one Underwriter in accordance with Section 20 shall not be binding upon the other Underwriters.

15. Conditions

All terms, covenants and conditions of this Agreement to be performed by the Corporation shall be construed as conditions, and any breach or failure to comply with any terms and conditions which are for the benefit of the Underwriters shall entitle any of the Underwriters to terminate its obligations to purchase the Offered Units, by written notice to that effect given to the Corporation prior to the Closing Time or any Additional Closing Time, as applicable. The Underwriters may waive in whole or in part any breach of, default under or non-compliance with any representation, warranty, term or condition hereof, or extend the time for compliance therewith, without prejudice to any of its rights in respect of any other representation, warranty, term or condition hereof or any other breach of, default under or non-compliance with any other representation, warranty, term or condition hereof, provided that any such waiver or extension shall be binding on the Underwriters only if the same is in writing and signed by the Underwriters.

16. Survival of Representations and Warranties

All representation, warranties, covenants and agreements herein contained or contained in any documents delivered pursuant to this Agreement and in connection with the transaction of purchase and sale herein contemplated shall survive the purchase and sale of the Offered Units and the termination of this Agreement and shall continue in full force and effect for the benefit of the Underwriters, the purchasers and the Corporation, as the case may be, in accordance with applicable law, regardless of any subsequent disposition of the Offered Units or any investigation by or on behalf of the Underwriters with respect thereto for a period of three years following Closing. The Underwriters and the Corporation shall be entitled to rely on the representations and warranties of the Corporation or the Underwriters, as the case may be, contained herein or delivered pursuant hereto notwithstanding any investigation which the Underwriters or the Corporation may undertake or which may be undertaken on their behalf. Notwithstanding the foregoing, the provisions contained in this Agreement in any way related to indemnification or contribution obligations shall survive and continue in full force and effect, indefinitely.

17. Indemnity

(a) Subject to terms of this Section 17, the Corporation ("**Indemnifying Party**") shall indemnify and save harmless each of the Underwriters, each of its respective subsidiaries and each of their respective directors, officers, employees, agents, each other person, if any, controlling each Underwriter or any of its respective subsidiaries, and each shareholder of each Underwriter (collectively, the "**Indemnified Parties**" and individually an "**Indemnified Party**") from and against any and all losses (other than loss of profit in connection with the distribution of the Offered Units), expenses, claims (including shareholder actions, derivative or otherwise), actions, damages and liabilities, including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims and the reasonable fees and expenses of the Underwriters' counsel that may be incurred in advising with respect to and defending any action, suit, proceeding, investigation or claim that may be made or threatened against any Indemnified Party or in enforcing this indemnity (collectively, the "**Claims**") to which any Indemnified Party may become subject or otherwise involved, in any capacity insofar as Claims relate to, are caused by, result from, arise out of or are based upon, directly or indirectly:

(i) any breach of or default under any representation, warranty, covenant or agreement of the Corporation in this Agreement or any other document or certificate to be delivered by the Corporation pursuant hereto or the failure of the Corporation to comply with any of its obligations hereunder or thereunder;

(ii) any information or statement (except any information or statement relating solely to any of the Underwriters and provided in writing by the Underwriters for inclusion therein) in the Preliminary Prospectus, the Prospectus, or any Supplementary Material or any material filed in compliance or intended compliance with Applicable Securities Laws being or being alleged to be a misrepresentation or untrue, or any omission or alleged omission to state therein any information;

(iii) any order made or inquiry, investigation or proceeding commenced or threatened by any Securities Commission or other competent authority having jurisdiction over the Corporation based upon any failure of the Corporation or any of the Subsidiaries to comply with Applicable Securities Laws or based upon any untrue statement or omission or alleged untrue statement or alleged omission or any misrepresentation or alleged misrepresentation (except a statement or omission or alleged statement or omission or a misrepresentation or alleged misrepresentation relating solely to any of the Underwriters) in any of the Preliminary Prospectus, the Prospectus, or any Supplementary Material;

(iv) any order made or inquiry, investigation or proceeding commenced or threatened by any Securities Commission or other competent authority having authority over the Corporation based on the failure of the Corporation to comply with Applicable Securities Laws (other than any failure or alleged failure to comply by any of the Underwriters) which operates to prevent or restrict the trading in or the sale of the Offered Units, or Common Shares or related activities in any jurisdiction; or

(v) any non-compliance or alleged non-compliance by the Corporation or any of the Subsidiaries with any Applicable Securities Laws, or any breach or violation or alleged breach or violation of any Applicable Securities Laws including non-compliance by the Corporation or any of the Subsidiaries with any statutory requirement to make any document available for inspection,

provided that the foregoing indemnity shall cease to apply to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable shall determine that losses to which the Indemnified Party may be subject resulted from the fraud, gross negligence or wilful misconduct of the Indemnified Party. For greater certainty, the Corporation and the Underwriters agree that they do not intend that any failure by the Underwriters to conduct such reasonable investigation as necessary to provide the Underwriters with reasonable grounds for believing the Preliminary Prospectus, Prospectus and any Supplementary Material contained no misrepresentation shall constitute fraud, gross negligence or wilful misconduct for purposes of this Section 17 or otherwise disentitle the Underwriters from indemnification hereunder.

(b) Promptly after receiving notice of a Claim or receipt of notice of the commencement of any investigation which is based, directly or indirectly, upon any matter in respect of which indemnification may be sought from the Indemnifying Party, an Indemnified Party will notify the applicable Indemnifying Party in writing of the particulars thereof, provided that the omission to so notify an Indemnifying Party shall not relieve the Indemnifying Party of any liability which it may have to any Indemnified Party except and only to the extent that any such delay in or failure to give notice as herein required prejudices the defence of such action, suit, proceeding, claim or investigation or results in any material increase in the liability which the Indemnifying Party has under this indemnity.

(c) The Indemnifying Party shall, subject as hereinafter provided, be entitled (but not required) to assume the defence on behalf of the Indemnified Party of any suit brought by any person to enforce such Claim; provided that the defence shall be through legal counsel selected by the Indemnifying Party and acceptable to the Indemnified Party, acting reasonably, and no admission of liability shall be made by the Indemnifying Party or the Indemnified Party without, in each case, the prior written consent of all the Indemnified Parties affected and the Indemnifying Party, in each case, such consent not to be unreasonably withheld. An Indemnified Party shall have the right to employ separate counsel in any such suit and participate in the defence thereof, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party unless:

(i) the Indemnifying Party fails to assume the defence of such suit on behalf of the Indemnified Party promptly after receiving notice of such suit or, having assumed such defence, has failed to diligently pursue same;

(ii) the employment of such counsel has been authorized in writing by an Indemnifying Party; or

(iii) the named parties to any such suit (including any added or third parties) include the Indemnified Party and the Indemnifying Party and the Indemnified Party shall have been advised in writing by counsel that there is an actual or potential conflict in the Indemnifying Party's and the Indemnified Party's respective interests or additional defences are available to the Indemnified Party, which makes representation by the same counsel inappropriate;

(in each of cases (i), (ii) and (iii), the Indemnifying Party shall not have the right to assume the defence of such suit on behalf of the Indemnified Party, but the Indemnifying Party shall be liable to pay the reasonable fees and disbursements of only one firm of separate counsel in any one jurisdiction for all Indemnified Parties).

(d) The Corporation hereby acknowledges and agrees that, with respect to Sections 17 and 18 hereof, the Underwriters are contracting on its own behalf and as agent for its affiliates, directors, officers, employees and agents and their respective directors, officers, employees and agents (collectively, the "**Beneficiaries**"). In this regard, each of the Underwriters shall act as trustee for the Beneficiaries of the covenants of the Corporation under sections 17 and 18 hereof with respect to the Beneficiaries and accepts these trusts and shall hold and enforce such covenants on behalf of the Beneficiaries.

(e) Neither the Corporation nor any of the Underwriters will, without each of the other's prior written consent, settle, compromise, consent to the entry of any judgement in or otherwise seek to terminate any action, suit, proceeding, investigation or claim in respect of which indemnification may be sought hereunder (whether or not any Indemnified Party is a party thereto) unless such settlement, compromise, consent or termination includes a release of each Indemnified Party from any liabilities arising out of such action, suit, proceeding, investigation or claim.

(f) If any Claim is brought in connection with the transactions contemplated by this Agreement and any of the Underwriters are required to testify in connection therewith or is required to respond to procedures designed to discover information relating thereto, it will have the right, acting reasonably, to employ its own counsel in connection therewith, and the reasonable fees and disbursements of such counsel in connection therewith as well as its reasonable fees at the normal per diem rate for its directors, officers, employees and agents involved in preparation for and attendance at such proceedings or in so responding and any other reasonable costs and out-of-pocket expenses incurred by it in connection therewith will be paid by the Corporation as they are incurred.

(g) The obligations under this Section 17 shall apply whether or not the transactions contemplated by this Agreement are completed and shall survive the completion of the transactions contemplated under this Agreement and the termination of this Agreement.

18. Contribution

(a) In order to provide for just and equitable contribution in circumstances in which the indemnity provided in Section 17 hereof would otherwise be available in accordance with its terms but is, for any reason not solely attributable to any one or more of the Indemnified Parties, held to be unavailable to or unenforceable by the Indemnified Parties or enforceable otherwise than in accordance with its terms, or is insufficient to hold any Indemnified Party harmless, the Indemnifying Party shall contribute to the amount paid or payable by the Indemnified Parties as a result of such Claim in such proportion as is appropriate to reflect not only the relative benefits received by the Indemnifying Party, on the one hand, and the Indemnified Party, on the other hand, but also the relative fault of the Indemnifying Party and the Indemnified Party as well as any relevant equitable considerations; provided that in no event will the Indemnified Party be liable to pay or contribute an amount in excess of the aggregate amount of the fees actually received by the Indemnified Party under this Agreement. However, no party who has been determined by a court of competent jurisdiction, in a final judgement from which no appeal can be made to have engaged in any fraud, gross negligence or wilful misconduct shall be entitled to claim contribution from any person who has not also been determined by a court of competent jurisdiction, in a final judgement from which no appeal can be made to have engaged in such fraud, gross negligence or wilful misconduct.

(b) For greater certainty, in the event of unenforceability or unavailability of the indemnity provided in Section 17, the Indemnifying Party shall not have any obligation to contribute pursuant to this Section 18 in respect of any Claim except to the extent the indemnity given by it in Section 17 hereof would have been applicable to such Claim in accordance with its terms, had such indemnity been found to be enforceable and available to the Indemnified Parties, subject to the limitations in section 17.

(c) The rights to contribution provided in this section 18 shall be in addition to and not in derogation of any other right to contribution which the Indemnified Parties may have by statute or otherwise at law provided that paragraphs (a) and (b) of this Section 18 shall apply, *mutatis mutandis*, in respect of such other right.

(d) The obligations under this Section 18 shall apply whether or not the transactions contemplated by this Agreement are completed and shall survive the completion of the transactions contemplated under this Agreement and the termination of this Agreement.

19. Notices

Unless otherwise expressly provided in this Agreement, any notice or other communication to be given under this Agreement shall be in writing addressed as follows:

(a) If to the Corporation, to:

Wildpack Beverage Inc.
550 Burrard Street, Suite 2900
Vancouver, British Columbia
V6C 0A3

Attention: Mitch Barnard, Chief Executive Officer and Director
Email: mitch@wildpackbev.com

with a copy (which shall not constitute notice) to:

Fasken Martineau DuMoulin LLP
550 Burrard Street, Suite 2900

Vancouver, British Columbia
V6C 0A3

Attention: Steve Saville
Email: ssaville@fasken.com

If to the Underwriters, to:

Stifel Nicolaus Canada Inc.
145 King Street West, Suite 300
Toronto, Ontario
M5H 1J8

Attention: Peter Sweeney, Director, Investment Banking
Email: psweeney@stifel.com

Roth Canada, ULC
130 King Street West, Suite 1921
Toronto, Ontario M5X 2A2

Attention: Brady Fletcher
Email: bfletcher@rothcanada.ca

PI Financial Corp.
40 King Street West, Suite 3401
Toronto, Ontario M5H 3Y2

Attention: Brad Ralph
Email: bralph@pifinancialcorp.com

Leede Jones Gable Inc.
110 Yonge St. #1000
Toronto, ON M5C 1T4

Attention: Jim Dale
Email: jdale@leedejonesgable.com

with a copy (which shall not constitute notice) to:

Wildeboer Dellelce LLP
365 Bay Street, Suite 800
Toronto, Ontario
M5H 2V1

Attention: Peter Volk
Email: pvolk@wildlaw.ca

or to such other address as the party may designate by notice given to the other.

Each notice shall be personally delivered to the addressee or sent by fax or email transmission to the addressee and (i) a notice which is personally delivered shall, if delivered on a Business Day, be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the first Business Day following the day on which it is delivered; and (ii) a notice which is sent by fax or email transmission shall, if delivered prior to 5:00 p.m. (Toronto time) on a Business Day, be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the first Business Day following the day on which it is delivered.

20. Severance

If one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

21. Authority to Bind Underwriters

The Corporation shall be entitled to and shall act on any notice, waiver, extension or communication given by or on behalf of the Underwriters by Stifel GMP, who shall represent the other Underwriters and who shall have the authority to bind the Underwriters in respect of all matters hereunder, except in respect of any settlement under Sections 17 or 18, any matter referred to in Sections 14 or 15 or any agreement under Section 19. While not affecting the foregoing, Stifel GMP shall consult with the other Underwriters with respect to any such notice, waiver, extension or other communication.

22. Relationship Between the Corporation and the Underwriters

The Corporation: (i) acknowledges and agrees that the Underwriters have certain statutory obligations as a registrant under Applicable Securities Laws and has duties to its clients; (ii) acknowledges and agrees that the Underwriters are neither the agent of the Corporation nor otherwise a fiduciary of the Corporation; and (iii) consents to the Underwriters acting hereunder while continuing to act for its clients. To the extent that the Underwriters' statutory obligations as registrants under Applicable Securities Laws or relationships with their clients conflict with their obligations hereunder the Underwriters shall be entitled to fulfill their statutory obligations as registrants under Applicable Securities Laws and their duties to their clients. Nothing in this Agreement shall be interpreted to prevent the Underwriters from fulfilling their statutory obligations as registrants under Applicable Securities Laws or duties to their clients.

23. Several Liability of Underwriters

The Underwriters' rights and obligations under this Agreement are several and not joint and several including, without limitation, that:

(a) each of the Underwriters shall be obligated to purchase only the percentage of the total number of Base Units set forth opposite their names below;

Stifel Nicolaus Canada Inc.	50%
Roth Canada, ULC	25%
PI Financial Corp.	20%
Leede Jones Gable Inc.	5%

	100%

(b) if one or more Underwriters (a "**Refusing Underwriter**") does not complete the purchase and sale of the Base Units or, if applicable, the Over-Allotment Units, ("**Defaulted Securities**") which that Underwriter has agreed to purchase under this Agreement (other than in accordance with Section 14), the remaining Underwriters (the "**Continuing Underwriters**") will be entitled, at their option, to purchase all but not less than all of the Base Units or, if applicable, Over-Allotment Units pro rata according to the number of Base Units or, if applicable, Over-Allotment Units to have been acquired by the continuing Underwriters under this Agreement or in any proportion agreed upon, in writing, by the Continuing Underwriters. If no such arrangement has been made and the aggregate purchase price of the Defaulted Securities to be purchased by the Refusing Underwriters(s) does not exceed 10% of the aggregate purchase price of the Base Units or, if applicable, the Over-Allotment Units, the Continuing Underwriters will be obligated to purchase the Defaulted Securities on the terms set out in this Agreement in proportion to their obligations under this Agreement. If the aggregate purchase price of the Defaulted Securities to be purchased by the Refusing Underwriters exceeds 10% of the aggregate purchase price of the Base Units or, if applicable, the Over-Allotment Units, the Continuing Underwriters will not be obligated to purchase the Defaulted Securities and, if the Continuing Underwriters do not elect to purchase the Defaulted Securities, the Corporation will have the right to either:

(i) proceed with the sale of the Base Units or, if applicable, the Over-Allotment Units (less the Defaulted Securities) to the Continuing Underwriters; or

(ii) terminate its obligations under this Agreement, in which event there will be no further liability on the part of the Corporation or the Continuing Underwriters, except pursuant to the provisions of Sections 13, 17 and 18 hereof.

Nothing in this Section 23(b) shall obligate the Corporation to sell to the Underwriters less than all of the Base Units or, if applicable, the Over-Allotment Units or relieve from liability to the Corporation any Refusing Underwriter.

24. Stabilization

In connection with the distribution of the Offered Units, the Underwriters may over-allot or effect transactions which stabilize or maintain the market price of the securities of the Corporation at levels other than those which might otherwise prevail in the open market, but in each case only as permitted by Applicable Securities Laws. Such stabilizing transactions, if any, may be discontinued at any time.

25. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. Each of the Corporation and the Underwriters hereby attorn to the non-exclusive jurisdiction of the courts of the Province of British Columbia.

26. Time of the Essence

Time shall be of the essence of this Agreement.

27. Counterpart Execution

This Agreement may be executed in one or more counterparts each of which so executed shall constitute an original and all of which together shall constitute one and the same agreement. Delivery of counterparts may be effected by facsimile transmission.

28. Headings

The headings contained herein are for convenience only and shall not affect the meaning or interpretation hereof.

29. Currency

Except as otherwise indicated, all amounts expressed herein in terms of money refer to lawful currency of Canada and all payments to be made hereunder shall be made in such currency.

30. Further Assurances

Each party to this Agreement covenants and agrees that, from time to time, it will, at the request of the requesting party, execute and deliver all such documents and do all such other acts and things as any party hereto, acting reasonably, may from time to time request be executed or done in order to better evidence or perfect or effectuate any provision of this Agreement or of any agreement or other document executed pursuant to this Agreement or any of the respective obligations intended to be created hereby or thereby.

31. Acknowledgement of Underwriters' Activities

The Corporation acknowledges that the Underwriters and their affiliates carry on a range of businesses, including providing institutional and retail brokerage, investment advisory, research, investment management, securities lending and custodial services to clients and trading in financial products as agent or principal. It is possible that the Underwriters and other entities in their respective groups that carry on those businesses may hold long or short positions in securities of companies or other entities, which are or may be involved in the transactions contemplated in this Agreement and effect transactions in those securities for their own account or for the account of their respective clients. The Corporation agrees that these divisions and entities may hold such positions and effect such transactions without regard to the Corporation's interests under this Agreement.

32. Independent Contractors

The Corporation hereby acknowledges that (i) the purchase and sale of the Offered Units pursuant to this Agreement is an arm's-length commercial transaction between the Corporation, on the one hand, and each of the Underwriters and any affiliate through which it may be acting, on the other, (ii) each of the Underwriters are acting as principal and not as an agent or fiduciary of the Corporation, and (iii) the Corporation's engagement of each of the Underwriters in connection with the Offering and the process leading up to the Offering is as an independent contractor and not in any other capacity.

33. Effective Date

This Agreement is intended to and shall take effect as of the date first set forth above, notwithstanding its actual date of execution or delivery.

34. Entire Agreement

This Agreement constitutes the only agreement between the parties with respect to the subject matter hereof and shall supersede any and all prior negotiations and understandings, including, without limitation, the Bought Deal Letter. This Agreement may be amended or modified in any respect by written instrument only signed by each of the parties hereto.

[Remainder of page left blank intentionally]

If the foregoing is in accordance with your understanding and is agreed to by you, please confirm your acceptance by signing the enclosed copies of this letter at the place indicated and by returning the same to us.

STIFEL NICOLAUS CANADA INC.

Per: *"Peter Sweeney"*
Authorized Signatory

ROTH CANADA, ULC

Per: *"Brady Fletcher"*
Authorized Signatory

PI FINANCIAL CORP.

Per: *"Brad Ralph"*
Authorized Signatory

LEEDE JONES GABLE INC.

Per: *"Jim Dale"*
Authorized Signatory

ACCEPTED AND AGREED to as of the 5th day of November, 2021.

WILDPACK BEVERAGE INC.

Per: *"Mitch Barnard"*
Mitch Barnard
Chief Executive Officer and Director

SCHEDULE "A"
UNITED STATES OFFERS AND SALES

As used in this Schedule "A", the following terms shall have the meanings indicated:

"**Directed Selling Efforts**" means "directed selling efforts" as that term is defined in Rule 902(c) of Regulation S. Without limiting the foregoing, it means, subject to the exclusions from the definition of directed selling efforts contained in Regulation S, any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the Securities and includes the placement of an advertisement in a publication with a general circulation in the United States that refers to the offering of the Securities;

"**Foreign Issuer**" means a foreign issuer as that term is defined in Rule 902(e) of Regulation S;

"**Offshore Transaction**" means Offshore Transactions as that term is defined in Rule 902(h) of Regulation S;

"**Qualified Institutional Buyer**" means a qualified institutional buyer as that term is defined in Rule 144A(a)(1) of Rule 144A;

"**Regulation D**" means Regulation D adopted by the SEC under the U.S. Securities Act;

"**Securities**" means the Base Units and any Over-Allotment Units;

"**Substantial U.S. Market Interest**" means "substantial U.S. market interest" as that term is defined in Rule 902(j) of Regulation S;

"**United States**" means the United States of America, its territories and possessions, any State of the United States, and the District of Columbia; and

"**U.S. Exchange Act**" means the United States Securities Exchange Act of 1934, as amended;

All other capitalized terms used but not otherwise defined in this Schedule "A" shall have the meanings assigned to them in the Underwriting Agreement to which this Schedule "A" is attached.

A. Representations, Warranties and Covenants of the Corporation

The Corporation represents and warrants to and covenants with each of the Underwriters that:

1. It is, and on the Closing Date and any Additional Closing Date will be, a Foreign Issuer and there is no Substantial U.S. Market Interest with respect to any of the Securities.

2. None of the Corporation, any of its affiliates, or any person acting on their behalf has made or will make any Directed Selling Efforts in the United States, or has engaged or will engage in any form of general solicitation or general advertising (as those terms are used in Regulation D) in connection with the offer or sale of the Securities in the United States;

3. The Corporation is not now, and will not as a result of the sale of the Securities contemplated hereby be required to be registered as, and will not be, an open-ended investment corporation, closed-end investment corporation, unit investment trust or face-amount certificate corporation that is or is required to be registered under the United States Investment Company Act of 1940, as amended and the

rules and regulations of the SEC promulgated thereunder;

4. None of the Corporation, any of its affiliates, or any person acting on their behalf has taken or will take any action that would cause the registration exemptions in Rule 903 of Regulation S or 144A to be unavailable for the offer and sale of Securities pursuant to Agreement, including this Schedule “A”;

5. The Corporation will offer and sell the Securities in the United States only to Qualified Institutional Buyers in accordance with the Agreement, including this Schedule “A”;

6. The Securities are not, and as of the Closing Date will not be, and no securities of the same class as the Securities are or will be: (i) listed on a national securities exchange in the United States registered under Section 6 of the U.S. Exchange Act or have an application for listing on such exchange pending, or (ii) quoted in an “automated inter-dealer quotation system”, as such term is used in the U.S. Exchange Act; and

7. For so long as any of the Securities are outstanding and are “restricted securities” within the meaning of Rule 144(a)(3) under the U.S. Securities Act, and if the Corporation is not subject to and in compliance with the reporting requirements of Section 13 or Section 15(d) of the U.S. Exchange Act or exempt from such reporting requirements pursuant to Rule 12g3-2(b) thereunder, the Corporation will provide to any holder of such Securities, or to any prospective purchaser of such Securities designated by such holder, upon the request of such holder or prospective purchaser, at or prior to the time of resale, the information required to be provided by Rule 144A(d)(4).

8. The Corporation: (i) will make available to U.S. purchasers of Securities, upon their written request, information as to its status as a “passive foreign investment company” (a “**PFIC**”) as defined under Section 1297 of the U.S. Internal Revenue Code (the “**Code**”) and the status of any subsidiary in which the Corporation owns more than 50% of such subsidiary’s total aggregate voting power, and (b) for each year in which the Corporation is a PFIC provide to a U.S. purchaser, upon written request, all information and documentation (including, without limitation, a PFIC Annual Information Statement) that a U.S. purchaser making a “qualified electing fund” election under Section 1295 of the Code (a “**QEF Election**”) with respect to the Corporation and any such more than 50% owned subsidiary which constitutes a PFIC is required to obtain for U.S. federal income tax purposes. The Corporation may elect to provide such information on its website.

The Corporation further acknowledges that the Securities have not been and will not be registered under the U.S. Securities Act or any United States state securities laws and can be offered and sold in the United States only Qualified Institutional Buyers in compliance with Rule 144A under the U.S. Securities Act..

B. Representations, Warranties and Covenants of the Underwriters

Each Underwriter represents and warrants to and covenants with the Corporation that:

1. (a) It acknowledges that the Securities have not been and will not be registered under the U.S. Securities Act or any United States state securities laws and may not be offered or sold in the United States, except pursuant to an exclusion or exemption from the registration requirements of the U.S. Securities Act or any United States state securities laws. It has offered and sold and will offer and sell the Securities only (i) outside the United States in an Offshore Transaction in accordance with Rule 903 of Regulation S, or (ii) in the United States as provided in this Schedule “A”. Accordingly, neither the Underwriter, nor its U.S. Affiliate, nor any persons acting on its or their behalf: (i) have engaged or will engage in any Directed

Selling Efforts; or (ii) except as permitted by this Schedule "A", have made or will make any offers to sell Securities in the United States or (iii) any sale of Securities unless at the time the purchaser made its buy order therefor, the Underwriter, its U.S. Affiliate or other person acting on any of their behalf reasonably believed that such purchaser was outside the United States or (iv) have engaged or will engage in any action in violation of Regulation M under the U.S. Exchange Act in connection with the offer or sale of the Securities; ;

(b) It has not entered and will not enter into any contractual arrangement with respect to the distribution of the Securities, except with its U.S. Affiliate, any Selling Firm or with the prior written consent of the Corporation; and

(c) It shall require its U.S. Affiliate and each Selling Firm to agree in writing, for the benefit of the Corporation, to comply with, and shall use its best efforts to ensure that its U.S. Affiliate and each Selling Firm complies with, the provisions of this Schedule "A" as if such provisions applied to such U.S. Affiliate and such Selling Firm.

2. All offers and sales of the Securities in the United States will be effected by its U.S. Affiliate in accordance with all applicable U.S. federal and state broker-dealer requirements. Such U.S. Affiliate is, and will be on the date of each offer and sale of Securities in the United States, duly registered as a broker-dealer pursuant to Section 15(b) of the U.S. Exchange Act and the securities laws of each state in which such offer or sale is made (unless exempted from the respective state's broker-dealer registration requirements) and a member of and in good standing with the Financial Industry Regulatory Authority, Inc.

3. Offers and sales of Securities in the United States shall not be made by any form of general solicitation or general advertising (as those terms are used in Regulation D) or in any manner involving a public offering within the meaning of Section 4(2) of the U.S. Securities Act;

4. Any offer, or solicitation of an offer to buy, Securities that has been made or will be made in the United States was or will be made only by the U.S. Affiliate and only to Qualified Institutional Buyers made in accordance with Rule 144A in transactions that are exempt from registration under the U.S. Securities Act and applicable state securities laws and in accordance with this Schedule "A". In the case of any sales of Prospectus Shares made in the United States, such sales will be made by the Underwriter, acting as principal, through its U.S. Affiliate;

5. All purchasers of the Securities in the United States shall be informed that neither the Securities nor the Common Shares issuable upon conversion, redemption or maturity thereof have been nor will be registered under the U.S. Securities Act or any state securities laws and are being offered and sold to such purchasers in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Rule 506(b) of 144A thereunder;

6. Each offeree in the United States has been or shall be provided with the U.S. Placement Memorandum including the Preliminary Prospectus or the Prospectus, and each purchaser will have received at or prior to the time of purchase of any Securities the final U.S. Placement Memorandum including the Prospectus and no other written material was used in connection with the offer or sale of the Securities in the United States;

7. It has offered and will offer the Securities in the United States only to offerees with respect to which it has a pre-existing business relationship and has reasonable grounds to believe is a Qualified Institutional Buyer.

8. All purchasers of the Securities that are in the United States or purchasers who were offered Securities in the United States shall be informed that the Securities have not been and will not be registered under the U.S. Securities Act or applicable state securities laws and are being offered and sold to such purchasers in reliance on the exemptions from the registration requirements of the U.S. Securities Act provided by Rule 144A under the U.S. Securities Act and similar exemptions under applicable state securities laws.

9. Prior to any sale of Securities in the United States or to a purchaser offered Securities in the United States, each purchaser thereof will be required to execute and deliver a Qualified Institutional Buyer Letter, in the form of Exhibit A to the final U.S. Memorandum.

10. Each of Underwriter and each U.S. Affiliate selling Securities in the United States are Qualified Institutional Buyers.

11. At least one business day prior to each of the Closing Date and any Additional Closing Date, the Corporation will be provided with a list of all purchasers of the Securities in the United States and all purchasers who were offered Securities in the United States.

12. At the Closing Time and any Additional Closing Time, each Underwriter, together with each U.S. Affiliate selling Securities in the United States, will provide a certificate, substantially in the form of Exhibit to this Schedule "A" relating to the manner of the offer and sale of the Securities in the United States or will be deemed to have represented and warranted that neither it nor its U.S. Affiliate offered or sold Securities in the United States.

Exhibit A

UNDERWRITER'S CERTIFICATE

In connection with the private placement in the United States of Offered Units (the "**Securities**") of Wildpack Beverage Inc. (the "**Corporation**"), pursuant to the underwriting agreement dated as November 5, 2021, between the Corporation and the Underwriters named therein (the "**Underwriting Agreement**"), the undersigned Underwriter and its United States broker-dealer affiliate (the "**U.S. Affiliate**") do hereby certify that:

(i) the U.S. Affiliate was on the date of each offer or sale of Securities we made in the United States, and is on the date hereof, duly registered as a broker-dealer pursuant to Section 15(b) of the U.S. Exchange Act and the securities laws of each state in which such offer or sale is made (unless exempted from the respective state's broker-dealer registration requirements) and a member of and in good standing with the Financial Industry Regulatory Authority, Inc.;

(ii) all offers and sales of the Securities made by us in the United States were made by the U.S. Affiliate in compliance with all applicable U.S. federal and state broker-dealer requirements;

(iii) each offeree in the United States was provided with a copy of the U.S. Placement Memorandum including the Preliminary Prospectus or Final Prospectus, as applicable;

(iv) no form of general solicitation or general advertising (as those terms are used in Rule 502(c) of Regulation D) was used by us in the United States;

(v) it has offered the Securities in the United States only to offerees with respect to which it has a pre-existing business relationship;

(vi) immediately prior to our transmitting the U.S. Placement Memorandum to any person in the United States, we had reasonable grounds to believe and did believe that each such offeree was a Qualified Institutional Buyer, and, on the date hereof, we continue to believe that each purchaser of Securities in the United States is a Qualified Institutional Buyer;

(vii) all offers and sales of Shares in the United States have been effected in accordance with all applicable U.S. broker-dealer requirements; and

(viii) the offering of the Securities in the United States has been conducted by us in accordance with the Underwriting Agreement, including Schedule "A" thereto.

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Terms used in this certificate have the meanings given to them in the Underwriting Agreement, including Schedule “A” thereto, unless otherwise defined herein.

Dated this ___ day of _______________, 2021.

[UNDERWRITER]

By: ____
Name:
Title:

[U.S. AFFILIATE]

By: ____
Name:
Title:

SCHEDULE B

FORM OF LOCK-UP AGREEMENT

LOCK-UP AGREEMENT

November [●], 2021

TO: Stifel Nicolaus Canada Inc. ("**Stifel GMP**")
Roth Canada, ULC
PI Financial Corp.
Leede Jones Gable Inc.

(collectively, the "**Underwriters**")

Re: Bought Deal Public Offering of Units of Wildpack Beverage Inc.

Ladies & Gentlemen:

Reference is made to an underwriting agreement dated November 5, 2021 (the "**Underwriting Agreement**") between the Underwriters and Wildpack Beverage Inc. (the "**Corporation**"), relating to the issue and sale of 22,680.412 units of the Corporation consisting of one Common Share; and (ii) one-half of one common share purchase warrant of the Corporation (the "**Warrants**"), for aggregate gross proceeds of $22,000,000 (the "**Offering**").

The undersigned is a senior officer or director of the Corporation who beneficially owns or exercises control or direction over, directly or indirectly Common Shares of the Corporation, or securities convertible into or exchangeable for Common Shares (collectively, the "**Locked-Up Securities**") and, accordingly, recognizes that the Offering will benefit the Corporation. The undersigned has or will have good and marketable title to the Locked-Up Securities and acknowledges that the Underwriters are relying on the representations and agreements of the undersigned contained in this lock-up agreement in carrying out and completing the Offering.

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agrees not to, directly or indirectly, offer, sell, contract to sell, lend, swap or enter into any other agreement to transfer the economic consequences of, other otherwise dispose of or deal with, or publicly announce any intention to offer, sell, grant or sell any option to purchase, hypothecate, pledge, transfer, assign, purchase any option to contract to sell, lend, swap or enter into any other agreement to transfer the economic consequences of, or otherwise dispose of or deal with, whether through the facilities of a stock exchange, by private placement or otherwise, any Locked-up Securities, without, in each case, the prior written consent of Stifel GMP, which will not be unreasonably withheld or delayed, until 90 days following the date of the closing of the Offering (the "**Lock-Up Period**").

Notwithstanding anything to the contrary contained in this Lock-Up Letter Agreement, during the Lock-Up Period, the undersigned may, without the consent the Underwriters: (i) transfer, sell or tender any or all of the Locked-Up Securities pursuant to a take-over bid (as defined in the *Securities Act* (Ontario)) or any other transaction, including, without limitation, a merger, arrangement or amalgamation, involving a change of control of the Corporation (provided that all Locked-Up Securities not transferred, sold or tendered remain subject to this undertaking) and provided further that it shall be a condition of transfer that if such take-over bid or other transaction is not completed, any Locked-Up Securities subject to this undertaking shall remain subject to the restrictions in this Lock-Up Letter Agreement; or (ii) transfer any or all of the Locked-Up Securities to any nominee or custodian where there is no change in beneficial ownership.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Lock-Up Letter Agreement and that, upon the reasonable request of Stifel GMP, the undersigned will execute any additional documents necessary or desirable in connection with the enforcement of this Lock-Up Letter Agreement. This Lock-Up Letter Agreement is irrevocable and shall be binding upon the heirs, legal representatives, successors and assigns of the undersigned.

This Lock-Up Letter Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without reference to conflicts of laws.

This Lock-Up Letter Agreement constitutes the entire agreement and understanding between and among the parties with respect to the subject matter of this Lock-Up Letter Agreement and supersedes any prior agreement, representation or undertaking with respect to such subject matter.

This Lock-Up Letter Agreement may be executed by facsimile or other electronic signatures and by electronic transmission, each of which shall be effective as original signatures.

This Lock-Up Letter Agreement has been entered into on the date first written above.

Yours very truly,

____
Print Name: