UNDERWRITING AGREEMENT

Dated September 1, 2021, effective August 26, 2021

Decibel Cannabis Company Inc.
1440 – 140 4th Avenue SW
Calgary, AB T2P 3N3

Attention: Paul Wilson, Chief Executive Officer

Dear Sir:

The undersigned Eight Capital ("**Eight Capital**"), Raymond James Ltd. and Haywood Securities Inc. (collectively, the "**Underwriters**", and each individually, an "**Underwriter**"), hereby severally, and not jointly, nor jointly and severally, offer and agree to purchase from Decibel Cannabis Company Inc. (the "**Company**"), in their respective percentages set out in Section 24(1), and the Company hereby agrees to issue and sell to the Underwriters, an aggregate of 45,000,000 units ("**Units**") of the Company (the "**Initial Units**") at the purchase price of $0.29 per Initial Unit (the "**Purchase Price**") for aggregate proceeds of $13,050,000. Each Initial Unit shall be comprised of one common share ("**Common Shares**") of the Company (each an "**Initial Share**" and collectively, the "**Initial Shares**") and one-half of one common share purchase warrant of the Company (each whole warrant, an "**Initial Warrant**" and collectively, the "**Initial Warrants**"). Each Initial Warrant will entitle the holder thereof to acquire one Common Share (each a "**Initial Warrant Share**" and collectively, the "**Initial Warrant Shares**") at an exercise price of $0.40 per Initial Warrant Share, at any time until 5:00 p.m. (Calgary time) on the date that is 36 months following the Closing Date (as defined herein).

The Warrants (as defined herein) shall be created and issued pursuant to a warrant indenture (the "**Warrant Indenture**") in form and substance satisfactory to the Underwriters and their legal counsel to be dated as of the Closing Date between the Company and the Warrant Agent (as defined herein), in its capacity as warrant agent. 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. In case of any inconsistency between the description of the Warrants in this Agreement and the terms of the Warrants set forth in the Warrant Indenture, the provisions of the Warrant Indenture will govern.

Upon and subject to the terms and conditions herein set forth and in reliance upon the representations and warranties herein contained, the Company hereby grants to the Underwriters, in the respective percentages set out in Section 24(1), an option (the "**Over-Allotment Option**") to purchase, in whole or in part, from time to time, which shall be exercisable for a period of 30 days from and including the Closing Date, such number of additional Units (the "**Additional Units**"), Common Shares (the "**Additional Shares**"), and/or common share purchase warrants of the Company (the "**Additional Warrants**" and together with the Additional Warrant Shares (as defined herein), the Additional Units and the Additional Shares, the "**Additional Securities**") as is equal to 15% of the number of Initial Units sold under the Offering (as defined herein), to cover over-allotments if any, and for market stabilization purposes. The Over-Allotment Option may be exercised by the Underwriters in respect of: (a) Additional Units at the Purchase Price; (b) Additional Shares at a price of $0.28 per Additional Share; (c) Additional Warrants at a price of $0.02 per Additional Warrant; or (d) any combination of Additional Units, Additional Shares and/or Additional Warrants, provided that, (i) the number of Additional Units does not exceed 6,750,000 Additional Units, (ii) the number of Additional Shares does not exceed 6,750,000 Additional Shares, and (iii) the number of Additional Warrants does not exceed 3,375,000 Additional Warrants. The Underwriters shall be under no obligation whatsoever to exercise the Over-Allotment Option in whole or in part. If the Underwriters elect to exercise the Over-Allotment Option, the Underwriters shall notify the Company in writing not less than 48 hours prior to the Over-Allotment Option Closing Date (as defined herein), which notice shall specify the aggregate number and kind(s) of the Additional Securities to be purchased by the Underwriters, the date on which such Additional Securities are to be purchased and the names and denominations in which the applicable Additional Securities are to be registered (the "**Over-Allotment Option Notice**"). The date of

any such purchase(s) may be the same as the Closing Date, but not earlier than the Closing Date nor later than 32 days from and including the Closing Date.

The Common Shares issuable upon exercise of the Additional Warrants are referred to herein as the "**Additional Warrant Shares**". Each Additional Warrant will entitle the holder thereof to acquire one Additional Warrant Share at an exercise price of $0.40 per Additional Warrant Share, at any time until 5:00 p.m. (Calgary time) on the date that is 36 months following the Closing Date.

The Initial Units, the Initial Shares, the Initial Warrants, and the Initial Warrant Shares are collectively referred to in this Agreement as the "**Offered Securities**", and unless the context requires otherwise, references to the "Offered Securities" include the Additional Securities. The offering of the Offered Securities by the Company is referred to in this Agreement as the "**Offering**". The Offered Securities shall have the attributes described in and contemplated by the Prospectus (as defined herein).

The Underwriters may arrange for substituted purchasers (the "**Substituted Purchasers**") for the Offered Securities resident in the Qualifying Jurisdictions (as defined herein). Each Substituted Purchaser shall purchase the Offered Securities at the applicable purchase price referenced above, and, to the extent that Substituted Purchasers purchase Offered Securities, the obligations of the Underwriters to do so will be reduced by the number of Offered Securities purchased by the Substituted Purchasers from the Company.

Subject to the terms and conditions set out in this Agreement, the Underwriters propose to distribute the Offered Securities in the Qualifying Jurisdictions pursuant to the Prospectus. The Offered Securities may also be offered and sold in the United States on a private placement basis in accordance with Rule 144A (as defined herein) and/or Regulation D (as defined herein) and outside of 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. The Company and the Underwriters further agree that any offers or sales of the Offered Securities in the United States or to, or for the account or benefit of, U.S. Persons (as defined herein) will be made by the Underwriters through U.S. Affiliates (as defined herein) in accordance with this Agreement and Schedule A hereto, which is incorporated into and forms part of this Agreement.

Unless the context otherwise requires or unless otherwise specifically stated, all references in this Agreement to the "**Offering**" shall be deemed to include the Over-Allotment Option.

The Underwriters may offer the Offered Securities at a price less than the applicable purchase price referenced above as described in further detail in Section 24, in compliance with Canadian Securities Laws (as defined herein) and, specifically, the requirements of NI 44-101 (as defined herein) and the disclosure concerning the same contained in the Prospectus and the U.S. Offering Memorandum (as defined herein).

Section 1 Definitions and Interpretation

(1) For the purposes of this Agreement, unless the context otherwise requires, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

"**1933 Act**" means the United States *Securities Act of 1933*, as amended, and the rules and regulations promulgated thereunder;

"**Additional Securities**" has the meaning given to it above;

"**Additional Shares**" has the meaning given to it above;

"**Additional Units**" has the meaning given to it above;

"**Additional Warrant Shares**" has the meaning given to it above;

"**Additional Warrants**" has the meaning given to it above;

"**affiliate**" has the meaning given to it in National Instrument 45-106 – *Prospectus Exemptions*;

"**Agreement**" means this underwriting agreement dated September 1, 2021, effective August 26, 2021 between the Company and the Underwriters, as the same may be supplemented, amended and/or restated from time to time;

"**Applicable Money Laundering Laws**" has the meaning given to it in Section 9(1)(gg);

"**articles**" means the articles of the Company;

"**ASC**" means the Alberta Securities Commission;

"**Broker Securities**" means collectively the Broker Warrants and the Broker Warrant Shares;

"**Broker Warrant**" has the meaning given to it in Section 14(1);

"**Broker Warrant Certificate**" means the broker warrant certificates representing the Broker Warrants;

"**Broker Warrant Share**" has the meaning given to it in Section 14(1);

"**Business Day**" means any day, other than a Saturday or Sunday, on which chartered banks in the City of Toronto, Ontario and the City of Calgary, Alberta are open for business;

"**Canadian Cannabis Laws**" means, collectively, all Canadian federal and provincial laws, statutes, and/or regulations applicable to the production, trafficking, distribution, processing, extraction, sale, etc. of cannabis and cannabis related substances and products;

"**Canadian Securities Laws**" means, collectively, all applicable securities laws in each of the Qualifying Jurisdictions, as applicable, and the respective rules, regulations, blanket orders and rulings under such laws together with applicable published policies, policy statements, instruments and notices of the Canadian Securities Regulators, including the rules and written policies of the TSXV;

"**Canadian Securities Regulators**" means the applicable securities commission or securities regulatory authority in each of the Qualifying Jurisdictions and "**Canadian Securities Regulator**" means any one of them;

"**Cannabis Licenses**" means the licenses of the Company and its Subsidiaries, a complete record of which is provided in the Data Room;

"**Cash Commission**" has the meaning given to it in Section 14(1);

"**Claims**" has the meaning given to it in Section 20(1);

"**Closing**" means the completion of the sale by the Company, and the purchase by the Underwriters, of the Initial Units, the Initial Shares, the Initial Warrants and the Broker Warrants pursuant to this Agreement;

"**Closing Date**" means September 16, 2021, or such other date as the Company and the Underwriters may agree upon in writing or as may be changed pursuant to Section 11;

"**Closing Time**" means 6:00 a.m. (Calgary time) on the Closing Date;

"**Common Shares**" has the meaning given to it above;

"**Company**" has the meaning given to it above;

"**Company Auditors**" means KPMG LLP;

"**Company Financial Statements**" means, collectively: (a) the Company's audited consolidated financial statements for the years ended December 31, 2020 and 2019, together with the report of the Company Auditors thereon and including the notes thereto; and (b) the Company's condensed consolidated interim unaudited financial statements for the three and six months ended June 30, 2021 and 2020;

"**comparables**" has the meaning given to it in NI 41-101;

"**Continuing Underwriters**" has the meaning given to it in Section 24(2);

"**Data Room**" means, the virtual data room containing written documents and other information relating to the Company and its Subsidiaries made available by the Company or its legal counsel to the Underwriters and their legal counsel through the online hosting services of Donnelley Financial Services under the name "Project Sapphire" as such virtual data room existed as at 5:00 p.m. (Calgary time) on August 31, 2021. The term Data Room shall also include all written materials provided by the Company and their legal counsel to the Underwriters and their legal counsel in connection with the Offering as at 5:00 p.m. (Calgary time) on August 31, 2021, including, without limitation, all written responses to due diligence request lists and supplemental diligence requests;

"**Defaulted Securities**" has the meaning given to it in Section 24(2);

"**Designated Underwriter**" has the meaning given to it in Section 6(1)(a);

"**distribution**" has the meaning given to it in the *Securities Act* (Alberta);

"**Due Diligence Sessions**" has the meaning given to it in Section 3;

"**Eight Capital**" has the meaning given to it above;

"**Environmental Laws**" has the meaning given to it in Section 9(1)(r);

"**Existing Indebtedness**" means the liabilities of the Company as of the date of this Agreement, as set out in the Public Disclosure Documents;

"**Existing Liens**" means the Liens existing on the Company and its Subsidiaries, as applicable, as of the date of this Agreement, including those resulting from the matters and transactions as set out in the Public Disclosure Documents (including the Existing Indebtedness);

"**Final Offering Documents**" means the Final Prospectus and the U.S. Offering Memorandum, provided however that, for the purposes of the Company's representations in Section 9, references to "Final Offering Documents" shall also include those documents required to be incorporated by reference into the Final Prospectus;

"**Final Prospectus**" means the (final) short form prospectus of the Company to be dated on or before September 10, 2021 including, for greater certainty, the documents incorporated or deemed to be incorporated by reference therein;

"**Forward-Looking Statements**" has the meaning given to it in Section 9(1)(eee);

"**Governmental Authority**" means governments, regulatory authorities, governmental departments, agencies, stock exchanges (including the TSXV), commissions, bureaus, officials, ministers, crown corporations, courts, bodies, boards, tribunals or dispute settlement panels or other law, rule or regulation-making organizations or entities: (a) having or purporting to have jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them; or (b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power;

"**GST**" has the meaning given to it in Section 14(2);

"**Hazardous Substances**" has the meaning given to it in Section 9(1)(s);

"**IFRS**" means International Financial Reporting Standards;

"**Indemnified Party**" and "**Indemnified Parties**" have the respective meanings given to them in Section 20(1);

"**Initial Shares**" has the meaning given to it above;

"**Initial Units**" has the meaning given to it above;

"**Initial Warrant Shares**" has the meaning given to it above;

"**Initial Warrants**" has the meaning given to it above;

"**Insiders**" has the meaning given to it in Section 26;

"**Leases**" has the meaning given to it in Section 9(1)(kk);

"**Lien**" means any mortgage, charge, pledge, hypothec, claim, security interest, assignment, lien (statutory or otherwise), defect, restriction on transfer, restrictive covenant or other encumbrance of any nature, including any arrangement or condition which, in substance, secures payment or performance of an obligation, or any contract or agreement to create any of the foregoing, and shall be deemed to include tax liens, mechanic liens or other similar liens that attach by operation of law and, solely with respect to physical assets of the Company or its Subsidiaries, as applicable, purchase money security interests against physical assets;

"**Lock-Up Agreements**" has the meaning given to it in Section 26;

"**marketing materials**" has the meaning given to it in NI 41-101;

"**Marketing Materials Amendment**" means any revised template version of any marketing materials provided to potential investors in connection with the distribution of the Offered Securities;

"**Material Adverse Effect**" or "**Material Adverse Change**" means any fact, effect, change, event, occurrence, or any development involving a change, that: (a) is materially adverse to the results of operations, financial condition, assets, properties, capital, liabilities (contingent or otherwise), cash

flows, income or business operations of the Company and its Subsidiaries, on a consolidated basis; or (b) would result in any Offering Document containing a misrepresentation;

"**material change**" has the meaning given to it in the *Securities Act* (Alberta);

"**material fact**" has the meaning given to it in the *Securities Act* (Alberta);

"**MI 11-102**" means Multilateral Instrument 11-102 – *Passport System*;

"**misrepresentation**" has the meaning given to it in the *Securities Act* (Alberta);

"**NCI System**" has the meaning given to it in Section 15(2);

"**NI 41-101**" means National Instrument 41-101 – *General Prospectus Requirements*;

"**NI 44-101**" means National Instrument 44-101 – *Short Form Prospectus Distributions*;

"**NI 51-102**" means National Instrument 51-102 – *Continuous Disclosure Obligations*;

"**notice**" has the meaning given to it in Section 32;

"**NP 11-202**" means National Policy 11-202 – *Process for Prospectus Reviews in Multiple Jurisdictions*;

"**Offered Securities**" has the meaning given to it above;

"**Offering**" has the meaning given to it above;

"**Offering Document Amendment**" means any Prospectus Amendment or Offering Memorandum Amendment;

"**Offering Documents**" means the Preliminary Offering Documents, the Final Offering Documents and any Offering Document Amendment;

"**Offering Memorandum Amendment**" means any amendment to the U.S. Offering Memorandum;

"**Over-Allotment Option**" has the meaning given to it above;

"**Over-Allotment Option Closing**" means the completion of the sale by the Underwriters of the Additional Securities pursuant to this Agreement;

"**Over-Allotment Option Closing Date**" means the date, not earlier than the Closing Date, for an Over-Allotment Option Closing as set out in the Over-Allotment Option Notice;

"**Over-Allotment Option Closing Time**" means 6:00 a.m. (Calgary time) on the Over-Allotment Option Closing Date;

"**Over-Allotment Option Notice**" has the meaning given to it above;

"**Passport System**" means the procedures provided for under MI 11-102 and NP 11-202;

"**person**" means an individual, partnership, limited partnership, limited liability partnership, corporation, limited liability company, unlimited liability company, joint stock company, trust, unincorporated association or joint venture;

"**Personally Identifiable Information**" means any information that alone or in combination with other information held by the Company can be used to specifically identify a person including but not limited to a natural person's name, street address, telephone number, e-mail address, photograph, social insurance number, driver's license number, passport number, credit or debit card number or customer or financial account number or any similar information that is treated as "Personally Identifiable Information" under any applicable laws;

"**Preliminary Offering Documents**" means the Preliminary Prospectus and the Preliminary U.S. Offering Memorandum;

"**Preliminary Prospectus**" means the preliminary short form prospectus prepared by the Company to be dated September 1, 2021 including, for greater certainty, the documents incorporated or deemed to be incorporated by reference therein;

"**Preliminary U.S. Offering Memorandum**" means the U.S. private placement memorandum (which shall include the Preliminary Prospectus) used to make offers and sales of the Initial Units and Additional Securities, if any, in the United States or to, or for the account or benefit of, U.S. Persons in accordance with this Agreement and Schedule A hereto;

"**President's List Purchasers**" has the meaning given to it in Section 14(3);

"**Properties**" means all real property owned or held for use by the Company or any of its Subsidiaries;

"**Prospectus**" means, collectively, the Preliminary Prospectus and the Final Prospectus as amended by any Prospectus Amendment;

"**Prospectus Amendment**" means any amendment to the Final Prospectus;

"**provide**" or "**provided**", in the context of sending or making available marketing materials to a potential purchaser of the Offered Securities, has the meaning given to it in NI 41-101;

"**Public Disclosure Documents**" means any information which has been filed on the SEDAR website at www.sedar.com by the Company pursuant to Canadian Securities Laws since January 1, 2019;

"**Purchase Price**" has the meaning given to it above;

"**Qualifying Jurisdictions**" means all of the provinces of Canada except Québec;

"**Refusing Underwriter**" has the meaning given to it in Section 24(2);

"**Regulation D**" means Regulation D adopted by the SEC under the 1933 Act;

"**Regulation S**" means Regulation S adopted by the SEC under the 1933 Act;

"**Rule 144A**" means Rule 144A adopted by the SEC under the 1933 Act;

"**SEC**" means the U.S. Securities and Exchange Commission;

"**Selling Firm**" has the meaning given to it in Section 4(1);

"**standard term sheet**" has the meaning given to it in NI 41-101;

"**Subsidiaries**" means Canndara Canada Inc., Westleaf Retail Inc., Decibel Labs Holdings Inc., Westleaf Labs Inc., Westleaf Labs LP, We Grow B.C. Ltd., 1070582 B.C. Ltd., R. Spetifore & Sons Ltd., Thunderchild Holdings Inc., dB Thunderchild Cultivation Inc., dB Thunderchild Cultivation LP, dB Retail Holdings Inc. and dB Retail LP and any other subsidiary (within the meaning of the *Securities Act* (Alberta)) of the Company;

"**Substituted Purchasers**" has the meaning given to it above;

"**Tax Act**" means the *Income Tax Act* (Canada);

"**template version**" has the meaning given to it in NI 41-101 and includes any revised template version of marketing materials as contemplated in NI 41-101;

"**Transfer Agent**" means the registrar and transfer agent of the Company, namely, Odyssey Trust Company;

"**TSXV**" means the TSX Venture Exchange;

"**Underwriter**" and "**Underwriters**" have the respective meanings given to them above;

"**Underwriters' Fee**" has the meaning given to it in Section 14(1);

"**Underwriters' Information**" means information and statements relating solely to the Underwriters which have been provided by the Underwriters to the Company for use in any Offering Document;

"**Units**" has the meaning given to it above;

"**U.S. Affiliate**" means the U.S. registered broker-dealer affiliate of an Underwriter;

"**U.S. Exchange Act**" means the United States *Securities Exchange Act of 1934*, as amended, and the rules and regulations promulgated thereunder;

"**U.S. Federal Cannabis Laws**" means, collectively, all U.S. federal laws, statutes, and/or regulations applicable to the production, trafficking, distribution, processing, extraction, sale, etc. of cannabis and cannabis related substances and products;

"**U.S. Offering Memorandum**" means the U.S. private placement memorandum (which shall include the Final Prospectus) used to make offers and sales of the Initial Units and Additional Securities, if any, in the United States or to, or for the account or benefit of, U.S. Persons in accordance with this Agreement and Schedule A hereto;

"**U.S. Person**" means a "U.S. person" as that term is defined in Rule 902(k) of Regulation S;

"**Underwriters**" has the meaning given to it above;

"**United States**" or "**U.S.**" means the United States of America, its territories and possessions, any state of the United States, and the District of Columbia;

"**United States Securities Laws**" means all applicable securities legislation in the United States, including without limitation, the 1933 Act, the U.S. Exchange Act and the rules and regulations

promulgated thereunder, including the rules and policies of the SEC and any applicable U.S. state securities laws;

"**Warrant Agent**" has the meaning given to it in Section 9(1)(ii);

"**Warrant Indenture**" has the meaning given to it above; and

"**Warrants**" means, collectively, the Initial Warrants and the Additional Warrants.

(2) Where any representation or warranty contained in this Agreement is expressly qualified by reference to the knowledge or awareness of the Company or its Subsidiaries, it will be deemed to refer to the actual knowledge or awareness of the Chief Executive Officer, the Chief Financial Officer or the General Counsel of the Company, in each case after due enquiry.

(3) Unless otherwise expressly provided in this Agreement, words importing only the singular number include the plural and vice versa and words importing gender include all genders. Reference to Sections or Schedules are to the appropriate Section or Schedule of this Agreement.

(4) All references to "dollars" or "$" are to Canadian dollars, unless otherwise expressly stipulated. The schedules to this Agreement are incorporated by reference in, and form an integral part of, this Agreement for all purposes of it.

(5) The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

(6) Any reference to "this Agreement" means this Agreement as amended, modified, replaced or supplemented from time to time.

Section 2 Compliance with Securities Laws

(1) The Company covenants with the Underwriters that it will, by no later than 2:00 p.m. (Calgary time) on the date hereof, prepare and file the Preliminary Prospectus in a form approved by the Company and the Underwriters, acting reasonably, along with all other documents required under Canadian Securities Laws to be filed therewith and obtain a receipt from the ASC therefor dated on the same day.

(2) The Company covenants with the Underwriters that it will, by no later than 2:00 p.m. (Calgary time) on September 10, 2021 (or such other later date as may be agreed upon by the Company and the Underwriters), prepare and file the Final Prospectus in a form approved by the Company and the Underwriters, acting reasonably, along with all other documents required under applicable Canadian Securities Laws to be filed therewith and obtain a receipt from the ASC therefor dated on the same day.

(3) The Company will promptly fulfill and comply with, to the satisfaction of the Underwriters, acting reasonably, the Canadian Securities Laws required to be fulfilled or complied with by the Company to enable the Offered Securities and the Broker Securities to be lawfully distributed to the public in the Qualifying Jurisdictions through the Underwriters or their respective affiliates or any other investment dealers or brokers registered in such jurisdictions in a category permitting them to distribute the Offered Securities or the Broker Securities under Canadian Securities Laws applicable in such jurisdictions.

Section 3 Due Diligence

Prior to the filing of the Final Prospectus, the Company shall permit the Underwriters to review and participate in the preparation of the Final Prospectus and shall allow each of the Underwriters to conduct any due diligence investigations which any of them reasonably requires in order to fulfill its obligations under Canadian Securities Laws and in order to enable it to responsibly execute the certificate in the Final Prospectus required to be executed by it. Following the execution and delivery of this Agreement up to the later of the Closing Date and the date of the completion of the distribution of the Offered Securities, the Company shall allow each of the Underwriters to conduct any due diligence investigations that it reasonably requires in order to fulfill its obligations as an underwriter under Canadian Securities Laws. Without limiting the generality of the foregoing, the Company shall make available its senior management, and shall use its commercially reasonable efforts to cause the Company Auditors and its legal counsel to be available, to answer any questions which the Underwriters may have and to participate in one or more due diligence sessions to be held prior to the Closing Time and, if applicable, each Over-Allotment Option Closing Time, if any (the "**Due Diligence Sessions**"). The Underwriters shall distribute a list of written questions to be answered in advance of any Due Diligence Session and the Company shall provide responses to such questions and shall use its commercially reasonable efforts to have the Company Auditors and its legal counsel provide written responses to such questions in advance of any such Due Diligence Session.

Section 4 Distribution and Certain Obligations of the Underwriters

(1) The Company agrees that the Underwriters will be permitted to appoint, at their sole expense, other registered dealers or brokers as their agents to assist in the distribution of the Offered Securities. The Underwriters shall, and shall require any such dealer or broker, other than the Underwriters, with which the Underwriters have a contractual relationship in respect of the distribution of the Offered Securities (a "**Selling Firm**") to, comply with Canadian Securities Laws, and to the extent applicable, comply with United States Securities Laws, and the terms and conditions (including the purchase price) set out in the Final Offering Documents, any Offering Document Amendment and this Agreement in connection with the distribution of the Offered Securities, and further, shall offer the Offered Securities for sale to the public in the Qualifying Jurisdictions directly and through the Selling Firms upon the terms and conditions (including the purchase price) set out in the Offering Documents and this Agreement. Each Underwriter shall, and shall require any Selling Firm appointed by such Underwriter to, offer for sale to the public and sell the Offered Securities only in those jurisdictions where the Offered Securities may be lawfully offered for sale or sold, and agree to observe the terms and conditions of this Section 4.

(2) The Underwriters shall, and shall require any Selling Firm to agree to, observe and distribute the Offered Securities in a manner that complies with all applicable laws and regulations (including in connection with offers and sales in the United States or to, or for the account or benefit of, U.S. Persons, pursuant to this Agreement, Schedule A hereto, and the laws of all applicable U.S. states) in each jurisdiction into and from which they may offer to sell the Offered Securities or distribute the Offering Documents, as applicable, in connection with the distribution of the Offered Securities and will not, and will require any Selling Firm not to, directly or indirectly, offer, sell or deliver any Offered Securities or Offering Documents or any other document (including, for greater certainty, any marketing materials) to any person in any jurisdiction, except in a manner which will not require the Company to comply with the registration, prospectus, continuous disclosure, filing or other similar requirements under the applicable securities laws of any jurisdictions (other than the Qualifying Jurisdictions).

(3) The Company acknowledges and agrees that the Underwriters are acting severally and not jointly (nor jointly and severally) in performing their respective obligations under this Agreement (including obligations under any Schedules to this Agreement) and no Underwriter shall be liable for any act, omission or conduct by any other Underwriter or Selling Firm appointed by any other Underwriter.

Each Underwriter agrees that it shall be severally responsible for the compliance by any Selling Firm appointed by such Underwriter with the provisions of this Agreement.

(4) For the purposes of this Section 4, the Underwriters shall be entitled to assume that the Offered Securities are qualified for distribution in any Qualifying Jurisdiction where a receipt or similar document for the Prospectus shall have been obtained, or deemed to have been obtained, from the applicable Canadian Securities Regulators following the filing of the Prospectus in each of the Qualifying Jurisdictions. For greater certainty, the Underwriters acknowledge and agree that the Prospectus will not register any Offered Securities in the United States to, or for the account or benefit of, U.S. Persons, and any such Offered Securities will only be offered and sold in compliance with this Agreement and Schedule A hereto.

Section 5 United States Offers and Sales and Other Jurisdictions

(1) The Company and the Underwriters hereby acknowledge that the Offered Securities have not been and will not be registered under the 1933 Act or any U.S. state securities laws and may not be offered or sold in the United States or to, or for the account or benefit of, U.S. Persons, except by the Underwriters or their respective U.S. Affiliates, only in the manner specified in this Agreement and Schedule A hereto, which terms and conditions are hereby incorporated by reference in and form a part of this Agreement.

(2) The Company and the Underwriters hereby acknowledge that the Offered Securities may be offered, sold, delivered, directlty or indirectly, outside of Canada and the United States in a manner that will not require the Company to comply with the registration, prospectus, continuous disclosure, filing or other similar requirements under the applicable securities laws of any such jurisdictions and which complies with the applicable securities laws of such jurisdictions. In connection therewith, the Company and the Underwriters will comply with all applicable securities laws of such jurisdictions and will not seek to procure any person as a purchaser for the Offered Securities which would require the Company to comply with the registration, prospectus, continuous disclosure, filing or other similar requirements under the applicable securities laws of any such jurisdictions.

Section 6 Marketing Materials

(1) In connection with the distribution of the Offered Securities:

(a) the Company shall prepare, in consultation with Eight Capital (being in this Section 6, the "**Designated Underwriter**"), and approve in writing, prior to the time the marketing materials are provided to potential investors, if any, a template version of the marketing materials reasonably requested to be provided by the Underwriters to any potential investor of Offered Securities; such marketing materials shall comply with Canadian Securities Laws and be acceptable in form and substance to the Underwriters, acting reasonably, and such template version shall be approved in writing by the Designated Underwriter prior to the time the marketing materials are provided to potential investors;

(b) the Company shall, to the extent required by Canadian Securities Laws, file the template version of the marketing materials referred to in Section 6(1)(a), if any, with the Canadian Securities Regulators as soon as reasonably practicable after the template version of the marketing materials is so approved in writing by the Company and by the Designated Underwriter and in any event on or before the day the marketing materials are first provided to any potential investor; and

(c) any comparables shall be redacted from the template version of the marketing materials, if any, in accordance with NI 41-101 prior to filing such template version with the Canadian Securities Regulators and a complete template version containing such comparables and

any disclosure relating to the comparables, if any, shall be delivered to the Canadian Securities Regulators by the Company as required by Canadian Securities Laws.

(2) Following the approvals and filings set forth in Section 6(1), the Underwriters may provide the marketing materials, if any, to potential investors to the extent permitted by Canadian Securities Laws and United States Securities Laws.

(3) If applicable, the Company shall prepare and file a Marketing Materials Amendment provided to potential investors in connection with the offering of the Offered Securities where required under Canadian Securities Laws, and Section 6(1) and Section 6(2) shall also apply to such Marketing Materials Amendment.

(4) The Company and each Underwriter, severally and not jointly (or jointly and severally), covenant and agree, during the period from the date of this Agreement until the later of the Closing Date and the date of the completion of distribution of the Offered Securities under the Final Offering Documents, not to provide any potential investor of the Offered Securities with any materials or information in relation to the distribution of the Offered Securities, or the Company, other than: (a) marketing materials that have been approved and filed in accordance with this Section 6; (b) any standard term sheets (provided they are in compliance with Canadian Securities Laws); and (c) the Offering Documents.

Section 7 Delivery of Documents

(1) At or prior to the time of filing the Preliminary Prospectus, the Company shall deliver or cause to be delivered to the Underwriters and the Underwriters' legal counsel, at the respective times indicated, the following documents (except to the extent such documents have been previously delivered to the Underwriters or are available on SEDAR):

(a) a copy of the Preliminary Prospectus, including for greater certainty each of the documents incorporated by reference to the extent not available on SEDAR, signed and certified by the Company as required by Canadian Securities Laws in the Qualifying Jurisdictions; and

(b) a copy of the Preliminary U.S. Offering Memorandum.

(2) At or prior to the time of filing the Final Prospectus, the Company shall deliver or cause to be delivered to the Underwriters and the Underwriters' legal counsel, at the respective times indicated, the following documents (except to the extent such documents have been previously delivered to the Underwriters or are available on SEDAR):

(a) a copy of the Final Prospectus, including for greater certainty each of the documents incorporated by reference to the extent not available on SEDAR, signed and certified by the Company as required by Canadian Securities Laws in the Qualifying Jurisdictions;

(b) a copy of the U.S. Offering Memorandum;

(c) a "long-form" comfort letter of the Company Auditors dated the date of the Final Prospectus (with the requisite procedures to be completed by the Company Auditors no earlier than two Business Days prior to the date of the Final Prospectus) addressed to the Underwriters and the directors of the Company, in form and substance satisfactory to the Underwriters, acting reasonably, with respect to certain financial and accounting information relating to the Company contained in the Final Offering Documents, and containing statements and information of the type ordinarily included in "comfort letters" to Underwriters in connection with an offering of securities, which letter shall be in addition to any consent letter of the Company Auditors addressed to the Canadian Securities Regulators;

(d) copies of all correspondence with the TSXV indicating that the Company has applied to the TSXV for the listing and posting for trading on the TSXV of the Offered Securities and the Broker Securities, which listing shall be subject to certain conditions imposed by the TSXV; and

(e) a copy of any other document required to be filed by the Company under Canadian Securities Laws.

(3) During the period from the date of this Agreement until the later of the Closing Date and the date of the completion of distribution of the Offered Securities under the Final Offering Documents:

(a) in the event that the Company is required by Canadian Securities Laws (as a result of a change in Canadian Securities Laws or otherwise) to prepare and file a Prospectus Amendment or a Marketing Materials Amendment, the Company shall prepare and deliver promptly to the Underwriters signed and certified (other than by the Underwriters) copies of such Prospectus Amendment or Marketing Materials Amendment. Concurrently with the delivery of any Prospectus Amendment, the Company shall deliver to the Underwriters documents similar to those referred to in Section 7(2)(c) and Section 7(2)(e), and in connection with any such Prospectus Amendment, shall prepare and deliver to the Underwriters a corresponding Offering Memorandum Amendment; and

(b) in the event that the Company is required by United States Securities Laws (as a result of a change in United States Securities Laws or otherwise) to prepare and/or file an Offering Memorandum Amendment, the Company shall use commercially reasonable efforts to prepare and deliver promptly to the Underwriters such Offering Memorandum Amendment.

(4) The Company shall permit the Underwriters to review and participate in the preparation of any Offering Document Amendment or Marketing Materials Amendment, it being understood and agreed that no Prospectus Amendment or Marketing Materials Amendment will be filed with any Canadian Securities Regulator, and no Offering Memorandum Amendment will be distributed, without first obtaining the approval of the Underwriters and their legal counsel, after consultation with the Underwriters with respect to the form and content thereof.

Section 8 Representations and Warranties of the Company as to the Offering Documents

(1) Filing of the Preliminary Prospectus, the Final Prospectus, any Prospectus Amendment, marketing materials or Marketing Material Amendment, and delivery by the Company of the Preliminary U.S. Offering Memorandum, the U.S. Offering Memorandum or any Offering Memorandum Amendment shall constitute a representation and warranty by the Company to the Underwriters that, as at their respective dates of filing or delivery, as applicable:

(a) the information and statements (except for the Underwriters' Information) contained in the Preliminary Prospectus, the Final Prospectus, any Prospectus Amendment, marketing materials or Marketing Materials Amendment, as applicable: (i) are true and correct in all material respects; (ii) contain no misrepresentation; and (iii) constitute full, true and plain disclosure of all material facts relating to the Company and the Offered Securities as required by Canadian Securities Laws;

(b) no material fact has been omitted from such information and statements (except for the Underwriters' Information) that is required to be stated in such information and statements or that is necessary to make a statement contained in such information and statements not misleading in the light of the circumstances under which it was made;

(c) the information and statements (except for the Underwriters' Information) contained in the Preliminary U.S. Offering Memorandum, the U.S. Offering Memorandum or any Offering Memorandum Amendment, as applicable, do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading, all within the meaning of United States Securities Laws;

(d) except with respect to any Underwriters' Information, each such document complies in all material respects with all requirements of Canadian Securities Laws and United States Securities Laws, as applicable; and

(e) the statistical and market-related data (if any) included in the Preliminary Prospectus, the Final Prospectus, the Preliminary U.S. Offering Memorandum, the U.S. Offering Memorandum, the marketing materials and any Prospectus Amendment, Offering Document Amendment or Marketing Materials Amendment are based on or derived from sources that are believed by the Company to be reliable and accurate in all material respects.

(2) Such filings or delivery, as applicable, shall also constitute the Company's consent to: (a) the Underwriters' use of the Preliminary Prospectus, the Final Prospectus, any Prospectus Amendment, the marketing materials and any Marketing Materials Amendment in connection with the distribution of the Offered Securities in the Qualifying Jurisdictions in compliance with this Agreement and Canadian Securities Laws; and (b) the use of the Preliminary U.S. Offering Memorandum, the U.S. Offering Memorandum and any Offering Memorandum Amendment, as applicable, for offers and sales of the Offered Securities, if any, in the United States or to, or for the account or benefit of, U.S. Persons in compliance with this Agreement and United States Securities Laws.

Section 9 Additional Representations, Warranties and Covenants of the Company

(1) The Company represents, warrants and covenants to the Underwriters, and acknowledges that each of the Underwriters are relying upon such representations, warranties and covenants in purchasing the Offered Securities, that:

(a) **Organization, Good Standing and Qualification**. The Company is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation and has all requisite corporate power and authority to own, lease and operate its properties and assets and carry on its business as now conducted. The Company is duly qualified to conduct business, is in material compliance with all applicable laws and regulations of each jurisdiction in which it carries on business (including, without limitation, all applicable Canadian federal, provincial, municipal and local laws and regulations (including, without limitation, Canadian Cannabis Laws) and other lawful requirements of any Governmental Authority) and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary;

(b) **Subsidiaries**. Each of the Subsidiaries is a corporation or other legal entity duly formed and validly existing under the laws of the jurisdiction in which it was formed, and has the requisite power and capacity, and is duly qualified and holds all necessary permits, licences and authorizations necessary, to carry on its business as now conducted, and to own, lease or operate its properties and assets, and no steps or proceedings have been taken by any person, voluntary or otherwise, requiring or authorizing its dissolution or winding up. There exist no options, warrants, purchase rights, or other contracts or commitments that could require the Company to sell, transfer or otherwise dispose of any of the issued securities

or partnership interests, as applicable, of the Subsidiaries that it beneficially owns other than pursuant to the Existing Liens. There exist no options, warrants, purchase rights, or other contracts or commitments requiring any of the Subsidiaries to issue additional securities or partnership interests, as applicable, to a person other than the Company;

(c) **No Other Subsidiaries.** The Company has no other subsidiaries other than the Subsidiaries;

(d) **Capitalization and Voting Rights**.

(i) The authorized capital of the Company consists of an unlimited number of Common Shares and preferred shares. As of the date hereof, the outstanding capital of the Company consisted of 351,962,345 Common Shares all of which have been duly authorized, are fully paid and non-assessable and were issued in compliance with all applicable securities laws;

(ii) Other than as disclosed in the Public Disclosure Documents or the Prospectus, there are no securities exercisable, convertible or exchangeable into Common Shares;

(iii) Other than as disclosed in the Public Disclosure Documents, there are no contracts, commitments or agreements relating to voting or giving of written consents with respect to the Common Shares between or among the Company and any of its shareholders;

(iv) No holder of Common Shares is entitled to any pre-emptive or any similar rights to subscribe for any Common Shares or other securities of the Company as a result of the sale of the Offered Securities pursuant to this Agreement; and

(v) Other than as disclosed in the Public Disclosure Documents and the transactions contemplated by this Agreement, the Company has no outstanding commitment or obligation to issue or sell any Common Shares;

(e) **Authorization**.

(i) The Company has the requisite corporate power, authority and capacity to enter into this Agreement, the Warrant Indenture and the Broker Warrant Certificates and to perform its obligations hereunder and thereunder, and to execute and file with the Canadian Securities Regulators the Preliminary Prospectus, the Final Prospectus and any Prospectus Amendment;

(ii) The performance by the Company of its obligations hereunder and the filing of the Preliminary Prospectus with the Canadian Securities Regulators have been duly authorized by all necessary corporate action, and this Agreement has been duly executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as enforcement hereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and except as limited by the application of general equitable principles, including the limitation that rights of indemnity, contribution and waiver may be limited by applicable laws;

(iii) The Warrant Indenture and the Broker Warrant Certificates, the execution and filing with the Canadian Securities Regulators of the Final Prospectus and any

Prospectus Amendments have been or will at the Closing Time or, if applicable, the Over-Allotment Option Closing Time, be duly authorized by all necessary corporate action, and the Warrant Indenture and the Broker Warrant Certificates are or will be at the Closing Time duly executed and delivered by the Company and will, upon due execution by each of the counterparties thereto, constitute a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as enforcement hereof and thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and except as limited by the application of general equitable principles, including the limitation that rights of indemnity, contribution and waiver may be limited by applicable laws; and

(iv) The execution and delivery of the Offering Documents, this Agreement, the Warrant Indenture or the Broker Warrant Certificates and the performance and carrying out of any provision hereof and thereof by the Company will not: (A) result in a breach of the terms, conditions, or provisions of any material agreement of the Company or any of its Subsidiaries; (B) violate any provision of applicable law of each jurisdiction in which the Company or any of its Subsidiaries carries on business, any order of any court applicable to the Company or any of its Subsidiaries or their constating documents; or (C) result in the creation or imposition of any Lien upon any of the properties or assets of the Company or any of its Subsidiaries;

(f) **Valid Issuance**. At the Closing Time or, if applicable, the Over-Allotment Option Closing Time after payment of the applicable consideration, the Initial Shares, the Initial Warrant Shares, the Broker Warrant Shares and, if applicable, the Additional Shares and the Additional Warrant Shares, will be duly and validly issued and outstanding as fully paid non-assessable Common Shares, and such securities will not have been issued in violation of or subject to any pre-emptive or contractual rights to purchase securities issued or granted by the Company;

(g) **Reporting Issuer**. The Company: (i) is a "reporting issuer" in all of the provinces of Canada except Québec within the meaning of Canadian Securities Laws; (ii) is not in default of any material requirement of Canadian Securities Laws; and (iii) is in compliance, in all material respects, with the rules, policies and regulations of the TSXV;

(h) **Continuous Disclosure**. The Company has complied in all material respects with its timely and continuous disclosure obligations under Canadian Securities Laws of each of the Qualifying Jurisdictions and the policies, rules and regulations of the TSXV;

(i) **Ownership of Assets**. The Company and each of its Subsidiaries has good and marketable title to all of its and their respective assets, free and clear of all defects of title and Liens, except for Existing Liens, subject to acquisitions and sales in the ordinary course, and: (i) no other assets are necessary for the conduct of the business of the Company or any of its Subsidiaries as currently conducted; (ii) the Company has no knowledge of any claim or the basis for any claim that could materially and adversely affect the right of the Company or any of its Subsidiaries to use, transfer or otherwise exploit such assets; and (iii) except as disclosed in the Data Room, neither the Company nor any of its Subsidiaries has the responsibility or obligation to pay any commission, royalty, licence fee or similar payment to any person with respect to the assets thereof;

(j) **Governmental Consents**. Other than customary post-closing filings required by securities laws and as contemplated in Section 2 and Section 17(1)(h), no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with,

Canadian or of U.S. federal, provincial, state or local governmental authority on the part of the Company is required in connection with the consummation of the transactions contemplated by this Agreement or in the Warrant Indenture or the Broker Warrant Certificates;

(k) **Consent.** Except for the consents and waivers that have been obtained by the Company prior to the date hereof, there are no third-party consents required to be obtained in order for the Company to complete the Offering or any of the transactions contemplated herein or in the Warrant Indenture or the Broker Warrant Certificates;

(l) **Litigation**. There is no claim, action, suit, proceeding, arbitration, complaint, charge or investigation pending or, to the Company's knowledge, threatened, against the Company, its Subsidiaries, their respective property or respective directors or officers, that would reasonably be expected to have a Material Adverse Effect, nor is the Company aware of any basis for the foregoing. Neither the Company, its Subsidiaries nor, to the knowledge of the Company, their respective officers or directors in such capacity, is a party, or is named as subject, to the provisions of any order, writ, injunction, judgment or decree of any court or Governmental Authority or instrumentality. There is no material action, suit, proceeding or investigation by the Company or its Subsidiaries pending or which either the Company or its Subsidiaries intends to initiate;

(m) **Compliance with Laws**.

(i) The Company and its Subsidiaries: (A) are each conducting and have each conducted their business in material compliance with all applicable laws (including, without limitation, Canadian Cannabis Laws) of each jurisdiction in which its business is carried on or in which its services are provided and has not received a notice of any material non-compliance, nor knows of, nor has knowledge of, any facts that could give rise to a notice of material non-compliance with any such applicable laws; and (B) are not in breach or violation of any judgment, order or decree of any Governmental Authority or court having jurisdiction over the Company or any Subsidiary, as applicable;

(ii) Other than as set forth in the Public Disclosure Documents, no notice of communication has been received by the Company or any of its Subsidiaries alleging a material defect with, or any issue requiring a material recall or quarantine of product (whether voluntary, required or otherwise) of the Company or any of its Subsidiaries that is material to the Company and its Subsidiaries (taken as a whole); and

(iii) None of the Company nor any of its Subsidiaries business or activities have ever been or are subject to U.S. Federal Cannabis Laws;

(n) **Compliance with Other Instruments**. The Company and its Subsidiaries are not in violation or default of: (i) any material provisions of their constating documents; (ii) any order, judgment, order, writ, or decree applicable to them; (iii) any note, indenture, debt instrument, lease, agreement, contract or purchase order to which it is a party or by which it is bound; or (iv) to the Company's knowledge, any provision of any law, statute, rule or regulation applicable to the Company or its Subsidiaries, in each case where the violation or default would reasonably be expected to have a Material Adverse Effect;

(o) **Agreements; Action**.

(i) Except for the Offering Documents, as set out in the Public Disclosure Documents or the Data Room, the Existing Indebtedness, the Existing Liens or in the ordinary course of business, there are no agreements, understandings, instruments, contracts, judgments, orders, writs or decrees to which the Company or any of its Subsidiaries is a party or by which it or they are bound that may involve: (A) obligations (contingent or otherwise) of, or payments to, the Company or its Subsidiaries outside of the ordinary course; (B) the license of any patent, copyright, trademark, trade secret or other proprietary right to or from the Company or its Subsidiaries; (C) the grant of rights to license, market or sell products; (D) the grant of any Lien on the material assets of the business; or (E) provisions restricting or affecting the development, ability to transfer or move, or distribution of the Company or its Subsidiaries' products or services;

(ii) Since the date of the Company Financial Statements, other than the Existing Indebtedness or as otherwise disclosed in the Public Disclosure Documents, the Company or its Subsidiaries has not: (A) excluding ordinary course leases or purchases of inventory, incurred any indebtedness for money borrowed that has not been repaid and released or any other liabilities individually or in the aggregate in excess of $1,000,000; (B) made any loans or advances to any person, other than in the ordinary course of business; or (C) sold, exchanged or otherwise disposed of any of its assets or rights other than the sale of inventory or otherwise in the ordinary course of business; and

(iii) For the purposes of subsections (i) and (ii) above, all indebtedness, liabilities, agreements, understandings, instruments, contracts and proposed transactions involving the same person or entity (including persons or entities the Company has reason to believe are affiliated therewith) shall be aggregated for the purpose of meeting the individual minimum dollar amounts of such subsections;

(p) **Related-Party Transactions**. No employee, officer, director or shareholder of the Company or member of his or her immediate family or any "affiliate" or "associate" of such persons (as defined under Canadian Securities Laws), is indebted to the Company or any of its Subsidiaries, nor is the Company or any of its Subsidiaries indebted (or committed to make loans or extend or guarantee credit) to any of them for indebtedness (other than salaries, benefits, expenses and similar amounts incurred in the ordinary course of the employment or consulting context and, if applicable, through the ownership of any convertible debentures of the Company). To the best of the Company's knowledge, none of such persons has any direct or indirect ownership interest in any firm or corporation with which the Company or any of its Subsidiaries are affiliated or with which the Company or any of its Subsidiaries have a material business relationship, or any firm or corporation that competes with the Company, except to the extent that employees, officers, directors or shareholders of the Company and members of their immediate families own shares in publicly traded companies that may compete with the Company or any of its Subsidiaries. No employee, officer, director or shareholder of the Company or member of his or her immediate family or any "affiliate" or "associate" thereof is directly or indirectly interested in any material contract or agreement to which the Company or any of its Subsidiaries are a party or by which it is bound, and none of such persons has any material interest, direct or indirect, in any transaction or any proposed transaction with the Company or any of its Subsidiaries which, as the case may be, materially affects, is material to, or will materially affect, the Company (in each case, other than contracts of employment, consulting and other matters, in the employment context or as disclosed in the Data Room);

(q) **Permits**. The Company and its Subsidiaries hold in good standing all Cannabis Licenses, permits and any similar authorization necessary for the conduct of its business that are material to the conduct of such business, as presently conducted including, without limitation, all material licenses, permits or other similar authorization, if any, required by any Governmental Authority in each of the jurisdictions in which the Company or any of its Subsidiaries operates. Each of the Company and its Subsidiaries is in compliance, in all material respects, with each permit and Cannabis License held by it and no event has occurred and that is continuing which allows, or after notice or lapse of time would allow, revocation or termination of any such permit or license or has resulted, or after notice or lapse of time would result, in any other material impairment of the rights of the holder of any such permit or license. Neither the Company nor any Subsidiary is aware of any pending change or contemplated change to any applicable law or regulation or governmental position that could reasonably be expected to have a Material Adverse Effect on the business, affairs, operations, assets, liabilities (contingent or otherwise) of the Company, its Subsidiaries or the business or legal environment under which the Company and its Subsidiaries now operate or propose to operate. The Company has provided to the Underwriters or made available in the Data Room copies of all Cannabis Licenses held by it or any of its Subsidiaries and any renewals thereof as of the date hereof;

(r) **Environmental and Safety Laws**. The Company and its Subsidiaries are in compliance with all applicable statutes, laws or regulations relating to the environment or occupational health and safety ("**Environmental Laws**"), except to the extent any violation of such laws would not have a Material Adverse Effect and, to the Company's knowledge, no material expenditures are or will be required in order to comply with any such existing statute, law or regulation. There is no pending or, to the best of the Company's knowledge, threatened administrative, regulatory or judicial action, claim or notice of noncompliance or violation, investigation or proceedings relating to any Environmental Law against the Company or any Subsidiary, except as would not, individually or in the aggregate, have a Material Adverse Effect;

(s) **Hazardous Substances**. Except in compliance with applicable laws, the Company and its Subsidiaries have not used any of its properties or facilities to generate, manufacture, process, distribute, use, treat, store, dispose of, transport or handle any pollutants, contaminants, chemicals or industrial toxic or hazardous waste or substances ("**Hazardous Substances**") in a manner that could, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect; except in compliance with applicable laws, the Company and its Subsidiaries have not caused or permitted the release, in any manner whatsoever, of any Hazardous Substances on or from any of its properties or assets or any such release on or from a facility owned or operated by third parties but with respect to which the Company or any of its Subsidiaries is or may reasonably be alleged to have material liability or has received any notice that it is potentially responsible for a federal, provincial, municipal or local clean-up site or corrective action under any applicable laws, statutes, ordinances, by-laws, regulations or any orders, directions or decisions rendered by any ministry, department or administrative regulatory agency relating to the protection of the environment, occupational health and safety or otherwise relating to or dealing with Hazardous Substances in a manner that could, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect;

(t) **Supply Agreements**. All supply agreements entered into between the Company and any of its Subsidiaries with Alberta Gaming, Liquor and Cannabis Commission and any other similar provincial Governmental Authorities with respect to the retail sale of cannabis are in good standing and in full force and effect, and each of the Company and its Subsidiaries is in material compliance with all of its obligations thereunder;

(u) **Regulatory Compliance**. All products manufactured and services provided to customers, in whole or in part, by the Company or any of its Subsidiaries and all component parts which are supplied to the Company or any Subsidiary are, to the Company's knowledge, manufactured or provided in full compliance with applicable laws, and the Company's or any of its Subsidiaries' products and services have met and satisfied all product safety standards necessary to permit the sale of the Company's and its Subsidiaries' products and services in the jurisdictions in which and to customers to which they are sold, except where the failure to do so would not, individually or in the aggregate, have a Material Adverse Effect;

(v) **Registration Rights**. The Company has not granted or agreed to grant any registration or prospectus qualification rights to any person or entity for it or any of its Subsidiaries;

(w) **Company Financial Statements**. The Company Financial Statements:

(i) have been prepared in accordance with applicable Canadian Securities Laws and IFRS, applied on a consistent basis throughout the periods referred to therein, except as otherwise disclosed therein;

(ii) fairly present, in all material respects, the consolidated financial position of the Company and its Subsidiaries at the dates specified in the Company Financial Statements and the consolidated results of the operations and changes in financial position of the Company and its Subsidiaries for the period covered by the Company Financial Statements; and

(iii) have been audited by an independent public accounting firm within the meaning of Canadian Securities Laws and the rules of the Chartered Professional Accountants of Canada;

(x) **Liabilities**. The are no material liabilities of the Company or its Subsidiaries, whether direct, indirect, absolute, contingent or otherwise which are not disclosed or reflected in the Company Financial Statements, except for liabilities incurred in the ordinary course of business since June 30, 2021, and which liabilities would not, individually or in the aggregate, have a Material Adverse Effect;

(y) **Changes**. Since June 30, 2021, except as set forth in the Public Dislosure Documents, there has not been:

(i) any damage, destruction or loss, whether or not covered by insurance, materially and adversely affecting the business, properties, prospects, or financial condition of the Company or its Subsidiaries;

(ii) any waiver or compromise by the Company or its Subsidiaries of a valuable right or of a material debt owed to it or its Subsidiaries (other than Existing Indedteness incurred or repaid in the ordinary course);

(iii) any material change outside the ordinary course in any compensation arrangement or agreement with any employee, officer or director of the Company or its Subsidiaries;

(iv) any sale, assignment or transfer of any material patents, trademarks, copyrights, trade secrets or other intangible assets by the Company or its Subsidiaries;

(v) except as disclosed in the Public Disclosure Documents, any removal of any auditor or director or termination of any officer of the Company or its Subsidiaries;

(vi) any extraordinary loss, whether or not covered by insurance, suffered by the Company or its Subsidiaries;

(vii) any material shortage or any material cessation or material interruption in the shipment of any inventory, supplies or equipment used by the Company or its Subsidiaries that are material to the Company's operations and business;

(viii) any mortgage, pledge, transfer of a security interest in, or Lien, created by the Company or its Subsidiaries, with respect to any of its material properties or assets, except Liens for taxes not yet due or payable, Liens that arise in the ordinary course of business and do not materially impair the Company or its or its Subsidiaries ownership or use of such property or assets, or resulting from matters or transactions as disclosed in the Public Disclosure Documents;

(ix) any loans or guarantees made by the Company or its Subsidiaries to or for the benefit of an employee, officer, director or shareholder, or any member of their immediate families (other than in respect of indemnities provided to directors and officers in the ordinary course);

(x) any declaration, setting aside or payment or other distribution in respect of any of the Company's capital stock, or any direct or indirect redemption, purchase, or other acquisition of any of such stock by the Company;

(xi) to the Company's knowledge, any other event or condition of any character, other than events affecting the economy or the Company's industry generally, that could reasonably be expected to result in a Material Adverse Effect; or

(xii) any material arrangement or commitment by the Company to do any of the things described in this Section 9(1)(y);

(z) **Tax Returns, Payments and Elections**. The Company and each of its Subsidiaries have filed all federal, provincial and local tax returns that are required to be filed or has requested extensions thereof and has paid all taxes required to be paid by it and any other assessment, fine or penalty levied against it, to the extent that any of the foregoing is due and payable and all such returns, declarations, remittances and filings are complete and accurate in all material respects, and no material fact or facts have been omitted therefrom which would make any of them misleading. To the knowledge of the Company, no examination of any tax return of the Company or its Subsidiaries are currently in progress and there are no issues or disputes outstanding with any governmental authority respecting any taxes that have been paid, or may be payable, by the Company or its Subsidiaries;

(aa) **Insurance**. The Company and each of its Subsidiaries are insured by insurers of recognized financial institutions against such losses and risks and in such amounts as are customary in the businesses in which they are engaged and which the Company reasonably considers adequate for the conduct of its and their business and the value of its and its Subsidiaries properties. All policies of insurance and fidelity or surety bonds insuring the Company or its Subsidiaries or their respective businesses, assets, employees, officers and directors are in full force and effect. The Company and its Subsidiaries are in compliance with the terms of such policies and instruments in all material respects. There are no material claims by the Company or its Subsidiaries under any such policy or instrument as to which any insurance company is denying liability or

defending under a reservation of rights clause; neither the Company nor any of its Subsidiaries has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not have a Material Adverse Effect;

(bb) **Minute Books**. The minute books and records of the Company and its Subsidiaries have been made available to legal counsel for the Underwriters (including, without limitation, in the Data Room) and are all of the minute books and records of the Company and its Subsidiaries. The minute books and corporate records of the Company and its Subsidiaries are up to date and complete in all material respects 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 Company or its Subsidiaries, as applicable, and there have been no other material meetings, resolutions or proceedings of the shareholders, directors or any committees of the directors of the Company or its Subsidiaries, as applicable, to the date hereof not reflected in such minute books and other corporate records;

(cc) **Employee and Labour Matters**. The Company or its Subsidiaries are not bound by or subject to (and none of their assets or properties is bound by or subject to) any written or oral, express or implied, contract, commitment or arrangement with any labour union, and no labour union has requested or, to the Company's knowledge, has sought to represent any of the employees, representatives or agents of the Company or its Subsidiaries. There is no strike or other labour dispute involving the Company or any of its Subsidiaries pending, or to the Company's knowledge threatened against the Company or any of its Subsidiaries nor is the Company aware of any ongoing labour organization activity involving its or its Subsidiaries employees;

(dd) **Suppliers**. No supplier (or group of suppliers) that is significant to the Company or its Subsidiaries, has given the Company or its Subsidiaries notice or, to the Company's knowledge, has taken any other action that has given the Company or its Subsidiaries any significant reason to believe that such supplier (or group of suppliers) will cease to supply, restrict the amount supplied, or adversely change its prices or terms (other than such changes as per the terms or any contract or agreement with any third party) to the Company or any of its Subsidiaries of any products or services that are material to the Company or its Subsidiaries business and operations;

(ee) **Intellectual Property**.

(i) The Company and its Subsidiaries own, free and clear of any Liens, or possess sufficient legal rights to use, all material intellectual property used by it in connection with the Company's and its Subsidiaries' businesses, which represents all intellectual property rights necessary to the conduct of the Company's and its Subsidiaries' businesses as now conducted, in all material respects, without, to the knowledge of the Company, any conflict with, or infringement of, in any material respect, the intellectual property rights of others;

(ii) To the Company's knowledge, the conduct of the business of the Company and its Subsidiaries (including, without limitation, the sale of its products and services, or the use or other exploitation of the intellectual property by the Company and its Subsidiaries or any customers, distributors or other licensees thereof) has not infringed, violated, misappropriated or otherwise conflicted with any intellectual property right of any person;

(iii) Except as disclosed in the Data Room, neither the Company nor any of its Subsidiaries has received any communications alleging that they have violated or, by conducting its business, would violate any of the patents, trademarks, service marks, tradenames, copyrights, rights of privacy, rights in personal data, moral rights, trade secrets or other proprietary rights or processes of any other person or entity. To the Company's knowledge, no product or service marketed or sold (or presently contemplated to be marketed or sold) by the Company or its Subsidiaries violate any license to which they are a party or infringes any intellectual property rights of any other person or entity. No claim is pending or, to the Company's knowledge, threatened to the effect that any operations of the Company or its Subsidiaries infringe upon or conflict with the asserted rights of any other person to any intellectual property and, to the Company's knowledge, there is no basis for any such claim (whether or not pending or threatened);

(iv) Except as disclosed in the Data Room no third parties have rights to any intellectual property of the Company or any Subsidiary, except for any licenses of use granted by the Company to any Subsidiary;

(v) Except as disclosed in the Data Room, to the Company's knowledge and other than would not be expected to have a Material Adverse Effect, no person has infringed or misappropriated, or is infringing or misappropriating, any rights of the Company or its Subsidiaries in or to the intellectual property; and

(vi) All applications for registration of any intellectual property of the Company and its Subsidiaries have been properly filed and have been pursued by the Company or its Subsidiaries in the ordinary course of business, and neither the Company nor any Subsidiary has received any notice (whether written, oral or otherwise) indicating that any application for registration of the intellectual property of the Company or its Subsidiaries has been finally rejected or denied by the applicable reviewing authority except for any rejection or denial that would not, individually or in the aggregate, have a Material Adverse Effect;

(ff) **No Illegal Payments**. To the knowledge of the Company: (i) neither the Company nor any of its Subsidiaries has, directly or indirectly: (A) made or authorized any contribution, payment or gift of funds or property of the Company or its Subsidiaries or other unlawful expense relating to political activity to any official, employee or agent of any governmental agency, authority or instrumentality of any jurisdiction or any official of any public international organization; or (B) made any direct or indirect contribution from corporate funds to any candidate for public office, in either case, where either the payment or the purpose of such contribution, payment or gift was, is, or would be prohibited under the *Canada Corruption of Foreign Public Officials Act* (Canada), *the Foreign Corrupt Practices Act of 1977* (United States), *the Proceeds of Crime (Money Laundering) and the Terrorist Financing Act* (Canada), the *Criminal Code* (Canada) or *Title 18 of the United States Code, Section 1956 and 1957* (United States), or the rules and regulations promulgated thereunder or under any other legislation of any relevant jurisdiction covering a similar subject matter applicable to the Company, its Subsidiaries and their operations, and neither the Company nor any of its Subsidiaries have instituted and the Company and its Subsidiaries maintains policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance with such laws; and (ii) the operations of the Company and its Subsidiaries are and have been conducted at all times in compliance, in all material respects, with such laws and no suit, action or proceeding by or before any Governmental Authority or any arbitrator involving the Company or its Subsidiaries with respect to such legislation is in progress, pending or, to the knowledge of Company, threatened;

(gg) **Money Laundering Laws**. The operations of the Company and its Subsidiaries are and have been conducted at all times in compliance, in all material respects, with applicable financial record-keeping and reporting requirements of the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental authority (collectively, the "**Applicable Money Laundering Laws**") and no action, suit or proceeding by or before any Governmental Authority involving the Company or any of its subsidiaries with respect to Applicable Money Laundering Laws is, to the knowledge of Company, pending or threatened;

(hh) **Registrar and Transfer Agent**. Odyssey Trust Company, at its principal offices in Calgary, Alberta has been or prior to the Closing Time will be duly appointed as the registrar and transfer agent with respect to the Common Shares;

(ii) **Warrant Agent**. Odyssey Trust Company, at its principal offices in Calgary, Alberta has been or prior to the Closing Time will be duly appointed as the warrant agent (the "**Warrant Agent**") for the Warrants pursuant to the Warrant Indenture;

(jj) **Material Contracts and Obligations**. All agreements, contracts, leases, licenses, instruments, commitments (oral or written), indebtedness, liabilities and other obligations to which the Company or its Subsidiaries are a party or by which it or they are bound that are: (i) material to the conduct and operations of their business and properties; (ii) involve any of the officers, consultants, directors, employees or shareholders of the Company, other than ordinary course agreements relating to employment, consulting, confidentiality, intellectual property or equity incentives; or (iii) obligate the Company or its Subsidiaries to share, license or develop any intellectual property have been disclosed by the Company to the Underwriters and are stored in the Data Room. Neither the Company nor any of its Subsidiaries nor, to the Company's knowledge, any other person, is in default in the observance or performance of any term, covenant or obligation to be performed by it under any such documents and the Company or its Subsidiaries have not received any notice of termination or default under any such documents which default would have a Material Adverse Effect and no event has occurred which with notice or lapse of time or both would constitute such a default, and all such contracts, agreements and arrangements are in good standing in all material respects;

(kk) **Leases**. Each lease with respect to real property to which the Company or its Subsidiaries are a party (collectively the "**Leases**" and each a "**Lease**"), is in good standing, in all material respects, creates a good and valid leasehold interest in the lands and premises thereby demised and is in full force and effect. With respect to each Lease: (i) all material rents and additional rents, to the extent due and payable, have been paid to date; (ii) no material waiver, indulgence or postponement of the lessee's obligations has been granted by the lessor; (iii) to the knowledge of the Company, there exists no event of default or event, occurrence, condition or act (including this Offering) which, with the giving of notice, the lapse of time or both, would become a default under the Lease; and (iv) to the knowledge of the Company, all of the covenants to be performed by any other party under the Lease have been fully performed in all material respects. Except for such matters as would not, individually or in the aggregate, have a Material Adverse Effect, neither the Company nor any Subsidiary is in default or breach of any Lease, and neither the Company nor any Subsidiary has received any notice or other communication from the owner or manager of any lands and premises leased by the Company or any Subsidiary asserting that the Company or such Subsidiary is not in compliance with any Lease, and to the knowledge of the Company, no such notice or other communication is pending or has been threatened, except as would not have a Material Adverse Effect;

(ll) **Properties**. To the Company's knowledge, the Properties and the buildings constructed and operations on the Properties are in material compliance with all applicable laws;

(mm) **Privacy**. To the knowledge of the Company, the Company and its Subsidiaries have: (i) complied at all times and in all material respects with all applicable privacy laws and regulations and contractual obligations regarding the collection, processing, disclosure and use of all data consisting of Personally Identifiable Information that is, or is capable of being, associated with specific individuals; (ii) complied in all material respects with the Company's privacy policies with respect to Personally Identifiable Information; and (iii) taken all appropriate and industry standard measures to protect from unauthorized disclosure any Personally Identifiable Information that the Company or its Subsidiaries have collected or otherwise acquired. No person has made a claim in writing to the Company, its Subsidiaries or, to the knowledge of the Company, any Governmental Authority that the Company or its Subsidiaries have violated any applicable privacy laws, consumer protection legislation, regulations or other legal requirements or any contractual obligations regarding the collection, processing, disclosure and use of all data consisting of Personally Identifiable Information;

(nn) **Business of Trading**. The Company is not in the business of trading in securities, within the meaning of Canadian Securities Laws;

(oo) **Commission**. Other than as contemplated herein, the Company nor any of its Subsidiaries has incurred any obligation or liability, contingent or otherwise, for brokerage fees, finder's fees, agent's commission or other similar form of compensation with respect to the transactions contemplated herein;

(pp) **Directors and Officers**.

To the knowledge of the Company:

(i) None of the directors or officers of the Company is or has been subject to prior regulatory, criminal or bankruptcy proceedings in Canada or elsewhere that would or could have a Material Adverse Effect;

(ii) There has not been and there is not currently any material disagreement or other material dispute between the Company or its Subsidiaries, and any of their employees, which is adversely affecting or would reasonably be expected to result in a Material Adverse Effect; and

(iii) The Company and its Subsidiaries are in compliance in all material respects with the provisions of applicable worker's compensation, applicable employee health and safety, training or similar legislation in each jurisdiction where it carries on business;

(qq) **Cease Trading**. No order or ruling suspending the sale or ceasing the trading in any securities of the Company (including the Offered Securities) has been issued by any securities regulator, securities commission or other regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or, to the knowledge of the Company, are pending, contemplated or threatened by any regulatory authority;

(pp) **Legislation**. The Company is not aware of any legislation that is pending, but not yet in effect, which could reasonably be expected to have a Material Adverse Effect;

(rr) **No Options, etc. to Purchase Assets**. Other than as disclosed in the Public Disclosure Documents, no person has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming such for the purchase or other acquisition from the Company or its Subsidiaries of any of the assets or properties of the Company or its Subsidiaries, outside of the ordinary course;

(ss) **Public Disclosure**. The information and statements set forth in any Public Disclosure Documents, were true, correct and complete in all material respects, and did not contain any misrepresentation, as of the date of such information or such statements were made;

(tt) **Reportable Event**. There has not been any reportable event (within the meaning of NI 51-102) with the Company Auditors;

(uu) **Offered Securities Terms**. The rights, privileges, restrictions, conditions and other terms attaching to the Offered Securities will, at the Closing Time and, if applicable, the Over-Allotment Option Closing Time, conform in all material respects to the respective descriptions thereof contained in the Final Offering Documents;

(vv) **Market Stabilization**. Neither the Company nor any of its Subsidiaries has taken, nor will the Company or any of its Subsidiaries take any action which is designed to or which constitutes or might reasonably be expected to cause or result in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Offered Securities;

(ww) **Warrants.** The Warrants to be issued and sold have been, or prior to the Closing Time or, if applicable, the Over-Allotment Option Closing Time will be, duly and validly authorized and created by the Company and, upon payment of the issue price therefor, the Warrants will be validly issued;

(xx) **Warrant Shares.** The Initial Warrant Shares and, if applicable, the Additional Warrant Shares issuable upon exercise of the Initial Warrants and, if applicable, the Additional Warrants, have been, or prior to the Closing Time or, if applicable, the Over-Allotment Option Closing Time will be, duly and validly authorized and allotted for issuance by the Company and, upon exercise of the applicable Warrants in accordance with their terms, the Initial Warrant Shares and, if applicable, the Additional Warrant Shares, will be validly issued as fully paid and non-assessable Common Shares;

(yy) **Broker Warrants.** The Broker Warrants to be issued have been, or prior to the Closing Time will be, duly and validly authorized for issuance and created by the Company and, upon execution and delivery of the Broker Warrant Certificates by the Company, the Broker Warrants will be validly issued;

(zz) **Broker Warrant Shares.** The Broker Warrant Shares issuable upon exercise of the Broker Warrants have been, or prior to the Closing Time will be, duly and validly authorized, created and allotted for issuance, as applicable, by the Company and, upon exercise of the Broker Warrants in accordance with their terms, the Broker Warrant Shares will be validly issued as fully paid and non-assessable Common Shares;

(aaa) **Forms of Certificate**. The form of the Broker Warrant Certificate has been, or prior to the Closing Time will be, duly approved by the Company and comply in all material respects with applicable corporate laws and Canadian Securities Laws, including the rules and policies of the TSXV;

(bbb) **Listing**. The Initial Shares and the Additional Shares are or will be listed for trading on the TSXV on the Closing Date or the Over-Allotment Option Closing Date, as applicable, and the Initial Warrant Shares, the Additional Warrant Shares and the Broker Warrant Shares will be condionally approved for listing and trading by the TSXV, when issued after the Closing Date, or Over-Allotment Closing Date, as applicable, and, prior to the Closing Date, all necessary notices and filings will have been made with and all necessary consents, conditional approvals and authorizations will have been obtained by the Company from the TSXV for the Offering as described herein. The Company shall use reasonable commercial efforts to obtain conditional approval of the listing of the Initial Warrants and the Additional Warrants on the TSXV prior to or at the Closing Date;

(ccc) **Qualification**. The Company is qualified under NI 44-101 to file a prospectus in the form of a short form prospectus;

(ddd) **Significant Acquisitions**. The Company has not completed any "significant acquisition" nor has it entered into a binding agreement in respect of a transaction which has, as of the date hereof, progressed to a state of being a "probable acquisition" (as such terms are defined within the meaning of Item 10 of Form 44-101F1 – *Short Form Prospectus*) and no proposed acquisition has progressed to a state where a reasonable person would believe that the likelihood of the Company completing the acquisition is high such that Canadian Securities Laws would require the inclusion or incorporation by reference of any additional financial statements or pro forma financial statements in the Prospectus or the filing of a business acquisition report pursuant to Canadian Securities Laws;

(eee) **Due Diligence Responses.** The responses given by the Company and its directors and officers in the Due Diligence Sessions will be true and correct in all material respects where they relate to matters of fact as at the time such responses are given and where the responses given by the Company and its directors and officers in the Due Diligence Sessions reflect the opinion or view of the Company or its directors and officers (including responses which are forward-looking or otherwise related to projections, forecasts or estimates of future performance or results (operating financial or otherwise)) ("**Forward-Looking Statements**"), such opinions or views will be honestly held and believed to be reasonable at the time they are given, provided, however, it shall not constitute a breach of this representation and warranty solely if the actual results vary or differ from those contained in the Forward-Looking Statements;

(fff) **Forward-Looking Information**. The Company has a reasonable basis for disclosing any forward-looking information contained in the Offering Documents and is not, as of the date hereof, required to update any such forward looking information pursuant to NI 51-102, and such forward looking information contained in the Offering Documents reflects the best currently available estimates and good faith judgments of the management of the Company, as the case may be, as to the matters covered thereby;

(ggg) **U.S. Offering Memorandum**. The Preliminary U.S. Offering Memorandum and the U.S. Offering Memorandum have been prepared in a form customary for a private placement offering of equity securities of a Canadian issuer into the United States pursuant to Rule 144A and Rule 506(b) of Regulation D with a concurrent public offering in Canada, and does not and will not contain any material disclosures regarding the Company or its Subsidiaries other than as set forth in the Prospectus or in any Prospectus Amendment, if any, in each case, that is included therein; and

(hhh) **Foreign Private Issuer**. The Company is a "foreign private issuer" as such term is defined in Rule 405 under United States Securities Laws, and the Company is aware of no restriction on the ability of the Underwriters to offer the Offered Securities for sale in the

United States or to, or for the account or benefit of, U.S. Persons, through their respective U.S. Affiliate in accordance with the terms and subject to the conditions of Schedule A to this Agreement.

Section 10 Commercial Copies

The Company shall cause commercial copies of the Preliminary Offering Documents and the Final Offering Documents to be printed and delivered to the Underwriters without charge, in such quantities and in such cities as the Underwriters may reasonably request by written instructions to the printer of such documents. Such delivery of the Preliminary Offering Documents and the Final Offering Documents shall be effected as soon as reasonably possible after filing (which shall be no later than 2:00 p.m. (local time at the place of delivery) on the Business Day following the applicable filing with the Canadian Securities Regulators) of the Preliminary Prospectus or the Final Prospectus, as applicable, with the Canadian Securities Regulators. Such deliveries shall constitute the consent of the Company to the Underwriters' use of the Preliminary Offering Documents and the Final Offering Documents for the distribution of the Offered Securities in compliance with the provisions of this Agreement, Canadian Securities Laws, and to the extent applicable, United States Securities Laws. The Company shall similarly cause to be delivered commercial copies of any Offering Document Amendments. The commercial copies of the Preliminary Prospectus, the Final Prospectus and any Prospectus Amendment shall be identical in content to the electronically transmitted versions thereof filed with Canadian Securities Regulators on the System for Electronic Document Analysis and Retrieval (SEDAR).

Section 11 Change of the Closing Date

(1) Subject to the right of any Underwriter to terminate its obligations under this Agreement in accordance with the termination provisions contained in Section 19, if a material change occurs prior to the Closing Date which requires a Prospectus Amendment to be prepared and filed, the Closing Date shall be, unless the Company and the Underwriters otherwise agree in writing or unless otherwise required under Canadian Securities Laws, the fifth Business Day following the later of:

(a) the date on which all applicable filings or other requirements of Canadian Securities Laws with respect to such material change have been complied with in all Qualifying Jurisdictions and any appropriate Passport System receipt(s) obtained for such filings and notice of such filings from the Company or its legal counsel have been received by the Underwriters; and

(b) the date upon which the commercial copies of any Prospectus Amendments have been delivered in accordance with Section 10.

Section 12 Completion of Distribution

The Underwriters shall, after the Closing Time and, if applicable, the Over-Allotment Option Closing Time, give prompt written notice to the Company when, in the opinion of the Underwriters, they have completed the distribution of the Offered Securities or the applicable Additional Securities, as the case may be, including the total proceeds realized in each of the Qualifying Jurisdictions and any other jurisdiction provided that such notice shall be provided on a Business Day no later than 30 days following the date on which such distribution shall have been completed.

Section 13 Material Change or Change in Material Fact During Distribution and Other Covenants

(1) During the period from the date of this Agreement to the later of the Closing Date and the date of completion of the distribution of the Offered Securities under the Final Offering Documents, the Company shall promptly, after receiving notice or obtaining knowledge of such information, notify the Underwriters in writing of the full particulars of:

(a) any of the representations or warranties of the Company in this Agreement no longer being true and correct;

(b) (i) the issuance by any Governmental Authority of any order suspending or preventing the use of the Preliminary Prospectus, the Final Prospectus, the Preliminary U.S. Offering Memorandum, the U.S. Offering Memorandum, marketing materials or any Prospectus Amendment, Offering Memorandum Amendment or Marketing Materials Amendments; (ii) the suspension of the qualification of the Common Shares or any other security of the Company for offering or sale in any of the Qualifying Jurisdictions or in the United States or to, or for the account or benefit of, U.S. Persons; (iii) the institution, threatening or contemplation of any proceeding for any of those purposes; or (iv) any request made by any Governmental Authority to amend or supplement the Preliminary Prospectus, the Final Prospectus, the Preliminary U.S. Offering Memorandum, the U.S. Offering Memorandum, marketing materials or any Prospectus Amendment, Offering Memorandum Amendment or Marketing Materials Amendment or for additional information, and the Company will use its reasonable commercial efforts to prevent the issuance of any such order and, if any such order is issued, to obtain the withdrawal of the order promptly;

(c) any material change (whether actual, anticipated, contemplated or proposed by, or threatened) or development involving a prospective material change in the results of operations, condition (financial or otherwise), business, affairs, prospects, assets, properties, liabilities (contingent or otherwise), cash flows, income, business operations or capital of the Company, including any material change to information previously provided to the Underwriters concerning the Company or any of its Subsidiaries (taken as a whole), whether or not arising from transactions in the ordinary course of business;

(d) any material fact that has arisen or has been discovered and would have been required to have been stated in any of the Offering Documents had the fact arisen or been discovered on, or prior to, the date of such documents; and

(e) any change in any material fact (which for the purposes of this Agreement shall be deemed to include the disclosure of any previously undisclosed material fact) contained in any of the Offering Documents, which fact or change is, or may be, in any case, of such a nature as to render any statement in any of the Offering Documents misleading or untrue in any material respect or which would result in a misrepresentation in any of the Offering Documents or which would result in any of the Offering Documents not complying (to the extent that such compliance is required) with Canadian Securities Laws or United States Securities Laws.

(2) Subject to Section 7(4), the Company shall promptly, and in any event within any applicable time limitation, comply, to the satisfaction of the Underwriters, acting reasonably, with all applicable filings and other requirements under Canadian Securities Laws and United States Securities Laws, as a result of a change or occurrence referred to in Section 13(1), provided that the Company shall not file any Prospectus Amendment or other document relating to the Offering pursuant to this Section 13(2) without first obtaining the approval of the Underwriters after consultation with the Underwriters with respect to the form and content thereof, which approval will not be unreasonably withheld. The Company shall in good faith discuss with the Underwriters any such change or occurrence in circumstances (actual, anticipated, contemplated or threatened, financial or otherwise) which is of such a nature that there is reasonable doubt whether written notice need be given under Section 13(1).

(3) The Company covenants and agrees with the Underwriters that it will:

(a) promptly provide to the Underwriters, during the period commencing on the date hereof and until completion of the distribution of the Offered Securities, copies of any filings made by the Company of information relating to the Offering with any Governmental Authority in Canada or the United States or any other jurisdiction;

(b) promptly provide to the Underwriters, during the period commencing on the date hereof and until completion of the distribution of the Offered Securities, drafts of any press releases and other public documents of the Company relating to the Offering contemplated by this Agreement for review by the Underwriters and the Underwriters' legal counsel prior to issuance, provided that any such review will be completed in a timely manner. Any press release announcing or otherwise referring to the Offering disseminated in the United States shall comply with the requirements of Rule 135c under the 1933 Act and any press release announcing or otherwise referring to the Offering disseminated outside the United States shall include an appropriate notation as follows: "*Not for distribution to United States newswire services or dissemination in the United States*"; provided however, that any press release issued announcing the closing of the Offering shall not bear such legend. In addition, any such press release shall contain the following disclaimer: "*This press release shall not constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of the securities in any state in which such offer, solicitation or sale would be unlawful. The securities being offered have not been, nor will they be, registered under the 1933 Act and may not be offered or sold to, or for the account or benefit of, persons in the United States or U.S. persons absent registration or an applicable exemption from the registration requirements of the 1933 Act and applicable state securities laws. "United States" and "U.S. person" are as defined in Regulation S under the 1933 Act*"; and

(c) deliver to the Underwriters, without charge, contemporaneously with or prior to the filing any Prospectus Amendment, a copy of any document required to be filed by the Company, if any, under Canadian Securities Laws in connection with the Offering.

Section 14 Underwriters' Compensation and President's List

(1) At the Closing Time and, if applicable, at the Over-Allotment Option Closing Time, the Company shall pay to Eight Capital, on behalf of the Underwriters, (a) a cash fee (the "**Cash Commission**") equal to 6.0% of the aggregate gross proceeds received from the sale of the applicable Offered Securities (including for certainty on any exercise of the Over-Allotment Option); and (b) broker warrants ("**Broker Warrants**") equal to 6.0% of the sum of Initial Units and/or Additional Units sold at the applicable time (collectively, with the Cash Commission, the "**Underwriters' Fee**") in consideration of the Underwriters agreements to purchase the Initial Units and the other services to be rendered by the Underwriters in connection with the Offering. Each such Broker Warrant shall be exercisable for the acquisition, for a period of 24 months following the Closing Date, at an exercise price equal to $0.29, of one Common Share (a "**Broker Warrant Share**").

(2) The services provided by the Underwriters in connection herewith will not be subject to the goods & services tax ("**GST**") provided for in the *Excise Tax Act* (Canada) and taxable supplies provided will be incidental to the exempt financial services provided. However, in the event that the Canada Revenue Agency determines that the GST provided for in the *Excise Tax Act* (Canada) is exigible on the above-noted fees, the Company agrees to pay the amount of the GST, plus any applicable interest and/or penalties, forthwith upon the request of the Underwriters.

(3) The Company may provide to the Underwriters a list of eligible purchasers on a "President's List" for the Offering for up to a maximum of $1,000,000 in gross proceeds (the "**President's List Purchasers**"), provided that the President's List Purchasers shall be provided to the Underwriters at least three Business Days prior to the Closing Date and that the issuance of Offered Securities to such President's List Purchasers complies with Canadian Securities Laws, United States

Securities Laws and any other applicable securities laws. The Underwriters may in their sole discretion refuse to process any subscription for a President's List Purchaser.

Section 15 Delivery of Underwriters' Fee and the Offered Securities

(1) The purchase and sale of the Offered Securities shall be completed at the Closing Time and, if applicable, at the Over-Allotment Option Closing Time, at the offices of Burnet, Duckworth & Palmer LLP in Calgary, Alberta or at such other place as the Underwriters and the Company may agree upon.

(2) At the Closing Time, the Company shall duly deliver the applicable Offered Securities, and, if applicable, at the Over-Allotment Option Closing Time, the Company shall duly deliver the applicable Additional Securities to the Underwriters, in each case, in the form of an electronic deposit pursuant to the non-certificated issue system (the "**NCI System**") maintained by CDS Clearing & Depository Services Inc., or in the manner directed by the Underwriters in writing, registered in the name of "CDS & Co.", or in such other name or names as the Underwriters may notify the Company in writing not less than 48 hours prior to the Closing Time or, if applicable, the Over-Allotment Option Closing Time. The Offered Securities shall be delivered against payment by Eight Capital, on behalf of the Underwriters, of the aggregate purchase price for the applicable Offered Securities, net of the applicable Cash Commission, by wire transfer of immediately available funds to the accounts specified in writing by the Company and the applicable Additional Securities (if any) shall be delivered against payment by Eight Capital, on behalf of the Underwriters, of the aggregate purchase price for the applicable Additional Securities, net of the applicable Cash Commission, by wire transfer of immediately available funds to the accounts specified in writing by the Company.

(3) In order to facilitate an efficient and timely closing at the Closing Time and, if applicable, at the Over-Allotment Option Closing Time, Eight Capital, on behalf of the Underwriters, may choose to initiate wire transfers of immediately available funds prior to the Closing Time or, if applicable, prior to the Over-Allotment Option Closing Time. If Eight Capital does so, the Company agrees that such transfer of funds prior to the Closing Time and, if applicable, prior to the Over-Allotment Option Closing Time, does not constitute a waiver by the Underwriters of any of the conditions of Closing or, if applicable, the Over-Allotment Option Closing set out in this Agreement. Furthermore, the Company agrees that any such funds received by the Company from the Underwriters prior to the Closing Time or, if applicable, prior to the Over-Allotment Option Closing Time, will be held by the Company in trust solely for the benefit of the Underwriters until the Closing Time or, if applicable, the Over-Allotment Option Closing Time, and if the Closing or, if applicable, the Over-Allotment Option Closing, does not occur at the scheduled Closing Time or, if applicable, the Over-Allotment Option Closing Time, such funds shall be immediately returned by wire transfer to Eight Capital, on behalf of the Underwriters, without interest. Upon the satisfaction of the conditions of Closing or, if applicable, the Over-Allotment Option Closing, and the delivery to the Underwriters of the items set out in Section 16, the funds held by the Company in trust for the Underwriters shall be deemed to be delivered by the Underwriters to the Company in satisfaction of the obligation of the Underwriters under this Section 15 and upon such delivery, the trust constituted by this Section 15 shall be terminated without further formality.

Section 16 Delivery of the Offered Securities to Transfer Agent

(1) The Company, prior to the Closing Date or, if applicable, the Over-Allotment Option Closing Date, shall make all necessary arrangements for the electronic deposit pursuant to the NCI System of the applicable Offered Securities and, if applicable, the applicable Additional Securities.

(2) All fees and expenses payable to the Transfer Agent in connection with the electronic deposit pursuant to the NCI System of the applicable Offered Securities and, if applicable, the applicable

Additional Securities, contemplated by this Section 16 and the fees and expenses payable to the Transfer Agent in connection with the initial or additional transfers as may be required in the course of the distribution of the applicable Offered Securities shall be borne by the Company.

Section 17 Conditions to Underwriters' Obligation to Purchase the Offered Securities

(1) The obligations of the Underwriters to purchase the Offered Securities at the Closing Time shall be subject to the accuracy of the representations and warranties of the Company contained in this Agreement as of the date of this Agreement and as of the Closing Date, the performance by the Company of their obligations under this Agreement and the following conditions:

(a) the Underwriters shall have received at the Closing Time a legal opinion dated the Closing Date, in form and substance satisfactory to the Underwriters and their legal counsel, acting reasonably, addressed to the Underwriters and to their legal counsel from Burnet, Duckworth & Palmer LLP, legal counsel to the Company, as to the laws of Canada and the Qualifying Jurisdictions, which legal counsel in turn may rely upon the opinions of local legal counsel where it deems such reliance proper as to the laws of any of the applicable provinces of Canada (or alternatively, make arrangements to have such opinions directly addressed to the Underwriters, and all of such legal counsel may rely upon, as to matters of fact, certificates of public officials and officers of the Company), and letters from stock exchange representatives and transfer agents, with respect to the following matters:

(i) as to the existence and good standing of the Company under the laws of the Province of Alberta;

(ii) as to the authorized and issued capital of the Company;

(iii) the Company: (A) is a "reporting issuer" within the meaning of the Canadian Securities Laws, within all of the Qualifying Jurisdictions; (B) is not in default of any material requirement of Canadian Securities Laws; and (C) is qualified to file a short form prospectus under NI 44-101 in each Qualifying Jurisdiction;

(iv) upon payment of the purchase price therefor, the Initial Units and, if applicable, the Additional Units will be, at the Closing Time or, if applicable, the Over-Allotment Option Closing Time, duly and validly created and authorized and issued, and the underlying Initial Shares and, if applicable, the Additional Shares will be validly issued as fully paid non-assessable Common Shares;

(v) upon payment of the purchase price therefor, (A) the Initial Warrants and, if applicable, the Additional Warrants will be, at the Closing Time or, if applicable, the Over-Allotment Option Closing Time, duly and validly created and issued; (B) once validly created and issued, the Initial Warrants and, if applicable, the Additional Warrants will constitute legally binding agreements of the Company, enforceable in accordance with the terms of the Warrant Indenture; and (C) upon the exercise of the Initial Warrants and, if applicable, the Additional Warrants in accordance with the provisions of the Warrant Indenture, the Initial Warrant Shares and, if applicable, the Additional Warrant Shares, will be validly issued as fully paid non-assessable Common Shares;

(vi) the Broker Warrants will: (A) be at the Closing Time duly and validly created and issued, will have been authorized and allotted for issuance; (B) constitute legally binding agreements of the Company, enforceable in accordance with the terms of the Broker Warrant Certificates; and (C) upon the exercise of the Broker Warrants in accordance with the provisions of the Broker Warrant Certificates, the Broker

Warrant Shares will be validly issued as fully paid non-assessable Common Shares;

(vii) that the Company has all requisite corporate power, capacity and authority under the laws of the Province of Alberta to carry on its businesses as presently carried on and to own its property and assets as described in the Final Offering Documents;

(viii) the Company has full corporate capacity, power and authority to enter into this Agreement, the Warrant Indenture and the Broker Warrant Certificates and to perform its obligations set out herein and therein, and this Agreement, the Warrant Indenture and the Broker Warrant Certificates have been duly authorized, executed and delivered by the Company and each constitute a legal, valid and binding obligation of the Corporation enforceable against the Corporation in accordance with their terms, subject to laws relating to creditors' rights generally and except as rights to indemnity may be limited by applicable laws;

(ix) the execution and delivery of this Agreement, the Warrant Indenture and the Broker Warrant Certificates and the fulfillment of the terms hereof and thereof by the Company, and the performance of and compliance with the terms of this Agreement, the Warrant Indenture and the Broker Warrant Certificates by the Company does not and will not result in a breach of, or constitute a default under, and does not and would 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) any applicable laws of the Province of Alberta or the federal laws of Canada applicable therein; or (b) any term or provision of the constating documents of the Company;

(x) all necessary corporate action has been taken by the Company to authorize the execution and delivery of each of the Preliminary Prospectus, the Final Prospectus and any Offering Document Amendement and the filing thereof with the Canadian Securities Regulators;

(xi) the Company has the necessary corporate power and authority to execute and deliver the Prospectus and all necessary corporate action has been taken by the Company to authorize the execution and delivery by it of the Prospectus and the filing thereof, as the case may be, in each of the Qualifying Jurisdiction in accordance with Canadian Securities Laws;

(xii) the Over-Allotment Option has been duly authorized by all necessary corporate action;

(xiii) that the attributes of the Offered Securities and the Broker Securities conform in all material respects with the descriptions thereof in the Prospectus;

(xiv) the forms of definitive certificate representing the Offered Securities and the Broker Securities, as applicable, have been duly approved and adopted by the Company, comply with applicable laws of the Province of Alberta and the constating documents of the Company;

(xv) that the Transfer Agent has been duly appointed as the registrar and transfer agent for the Common Shares and the Initial Warrants and the Additional Warrants;

(xvi) the Warrant Agent has been duly appointed as warrant agent pursuant to the Warrant Indenture;

(xvii) the Initial Shares, the Initial Warrant Shares, the Additional Shares, the Additional Warrant Shares and the Broker Warrant Shares have been conditionally approved for listing on the TSXV;

(xviii) that no authorization, consent or approval of, or filing, registration, permit, license, decree, qualification or recording with, any Governmental Authority in the Qualifying Jurisdictions is required for the performance by the Company of its obligations under this Agreement, the Warrant Indenture or the Broker Warrant Certificate, the consummation of the transactions contemplated hereunder and thereunder, other than those that have been obtained or made prior to the Closing Time;

(xix) subject to the qualifications, assumptions, limitations and understandings set out in the Prospectus under the heading "Eligibility for Investment", the Offered Securities are qualified investments under the Tax Act for a trust governed by a registered retirement savings plan, a registered retirement income fund, a registered education savings plan, a deferred profit sharing plan, a registered disability savings plan or a tax-free savings account;

(xx) that, subject to the qualifications, assumptions, limitations and restrictions referred to under the heading "Certain Canadian Federal Income Tax Considerations" in the Final Offering Documents, the statements made therein, to the extent that such statements summarize matters of law or legal conclusions, fairly summarize the matters described therein;

(xxi) that all necessary documents have been filed, all requisite proceedings have been taken, all legal requirements have been fulfilled and all necessary approvals, permits, consents and authorizations of the Canadian Securities Regulators have been obtained, in each case by the Company to qualify the Offered Securities and the Broker Securities for distribution and sale to the public in each of the Qualifying Jurisdictions through investment dealers or brokers registered in such categories under the applicable laws of the Qualifying Jurisdictions and who have complied with the relevant provisions of such applicable law;

(xxii) no prospectus is required nor are any documents required to be filed, proceedings taken or approvals, permits, consents or authorizations of the Canadian Securities Regulators required to be obtained to permit the issue and delivery of the Initial Warrant Shares, the Additional Warrant Shares or the Broker Warrant Shares upon conversion, exchange or exercise, of the Initial Warrants, the Additional Warrants of the Broker Warrants; and

(xxiii) the first trade of the Offered Securities and the Broker Securities will not be subject to the prospectus requirements of Canadian Securities Laws, and no other filing, proceeding, legal requirement, approval, permit, consent or authorization will be required to be made, taken or obtained pursuant to Canadian Securities Laws in connection with such trade;

(b) The Underwriters shall have received at the Closing Time a legal opinion dated the Closing Date, in form and substance satisfactory to the Underwriters and their legal counsel, acting reasonably, addressed to the Underwriters from Carter Ledyard & Milburn LLP, U.S. legal counsel to the Company, which legal counsel may rely upon, as to matters of fact, certificates of public officials and officers of the Company, and letters from stock exchange representatives and transfer agents, and may in turn rely on the representations and warranties of the Company and the Underwriters in this Agreement and any schedule,

exhibit or annex, of the U.S. Affiliate(s) in the Underwriter's certificates, and certificates of officers of the Company, to the effect that the offer and sale of the Offered Securities to, or for the account or benefit of, persons in the United States or U.S. Persons, is not required to be registered under the 1933 Act, provided that such offers and sales are made in accordance with this Agreement, including Schedule A to this Agreement; it being understood that no opinion is expressed or will be required as to any exercise of the Warrants, if available, or subsequent transfer or resale of any Offered Securities (including the Common Shares and Warrants comprising the Initial Units or the Initial Warrant Shares);

(c) The Underwriters shall have received prior to or at the Closing Time a legal opinion, in form and substance satisfactory to the Underwriters and their legal counsel, acting reasonably, regarding the Subsidiaries that:

(i) each Subsidiary is a corporation duly incorporated and existing under the laws of its jurisdiction of incorporation, and has all requisite corporate capacity, power and authority to carry on its business as now conducted and to own, lease and operate its property and assets; and

(ii) each Subsidiary is either: (i) directly or indirectly wholly owned by the Company; or (ii) controlled by the Company;

(d) The Underwriters shall have received from the Company Auditors at the Closing Time a "bring-down" comfort letter dated the Closing Date, in form and substance satisfactory to the Underwriters and their legal counsel, acting reasonably, addressed to the Underwriters and the directors of the Company, confirming the continued accuracy of the comfort letter to be addressed to the Underwriters and the directors of the Company pursuant to Section 7(2)(c) with such changes as may be necessary to bring the information in such letter forward to a date not more than one Business Day prior to the Closing Date, provided such changes are acceptable to the Underwriters and their legal counsel, acting reasonably;

(e) The Underwriters shall have received at the Closing Time a certificate dated the Closing Date, addressed to the Underwriters (and if required for opinion purposes, to legal counsel to the Underwriters) signed by two senior officers of the Company, in form and substance satisfactory to the Underwriters and their legal counsel, acting reasonably, with respect to the articles, by-laws and other constating documents of the Company, all resolutions of the board of directors of the Company relating to this Agreement and the transactions contemplated hereby, and the incumbency and specimen signatures of signing officers of the Company;

(f) The Underwriters shall have received at the Closing Time a certificate dated the Closing Date, addressed to the Underwriters and signed on behalf of the Company by the Chief Executive Officer and the Chief Financial Officer of the Company or other senior officers of the Company acceptable to the Underwriters and their legal counsel, in form and substance satisfactory to the Underwriters and their legal counsel, certifying for and on behalf of the Company and without personal liability after having made due enquiry and after having examined the Offering Documents, that:

(i) since the date as of which information is given in the Offering Documents there has been no Material Adverse Change and that no material transaction has been entered into by the Company or its Subsidiaries other than as disclosed in the Offering Documents;

(ii) the Final Offering Documents (except any Underwriters' Information) do not contain a misrepresentation and contain full, true and plain disclosure of all material facts relating to the Offered Securities and the Company;

(iii) no order, ruling or determination having the effect of ceasing the trading or suspending the sale of the Common Shares or any other securities of the Company has been issued by any Governmental Authority and no proceedings for that purpose have been instituted or are pending or, to the knowledge of such officers, contemplated or threatened by any Governmental Authority;

(iv) the Company has complied with the terms and conditions of this Agreement on its part to be complied with at or prior to the Closing Time; and

(v) the representations and warranties of the Company contained in this Agreement and in any certificates or other documents delivered by the Company pursuant to or in connection with this Agreement are true and correct in all material respects as of the Closing Time with the same force and effect as if made at and as of the Closing Time after giving effect to the transactions contemplated by this Agreement, except in respect of any representations and warranties that are to be true and correct as of a specified date, in which case they will be true and correct in all material respects as of that date only and in respect of any representations and warranties that are subject to a materiality qualification, in which case they will be true and correct in all respects;

(g) The Underwriters shall have received executed Lock-Up Agreements in favour of the Underwriters as required pursuant to Section 26 of the Agreement;

(h) The Initial Shares, the Initial Warrant Shares, the Additional Shares, the Additional Warrant Shares and the Broker Warrant Shares have been conditionally approved for listing on the TSXV;

(i) The Company shall have complied with the terms and conditions of this Agreement on its part to be complied with at or prior to the Closing Time;

(j) The Underwriters shall have received the Offered Securities in the manner contemplated by Section 15;

(k) The Underwriters shall have received the Underwriters' Fee (including the Broker Warrants) in respect of the Offered Securities; and

(l) The Underwriters shall have received such other closing certificates, opinions, receipts, agreements or documents as the Underwriters or their legal counsel may reasonably request.

Section 18 Conditions to the Underwriters' Obligations to Purchase the Additional Securities

The several obligations of the Underwriters to purchase the Additional Securities hereunder are subject to the accuracy in all material respects of the representations and warranties of the Company contained in this Agreement as of the date of this Agreement and as of the Closing Date and the Over-Allotment Option Closing Date, the performance by the Company of its obligations under this Agreement, the delivery to the Underwriters on the Over-Allotment Option Closing Date of opinions and letters dated the Over-Allotment Option Closing Date substantially similar to the opinion and letters referred to in Section 17 and certificates dated the Over-Allotment Option Closing Date substantially similar to the certificates referred to in Section 17 (in each case as if references therein to the "Closing Date" were references to the

"Over-Allotment Option Closing Date" and references to the "Closing Time" were references to the "Over-Allotment Option Closing Time"), and such other documents as the Underwriters or their legal counsel may reasonably request with respect to the Company and the delivery of the Additional Securities.

Section 19 Rights of Termination

(1) If, prior to the Closing Time, or the Over-Allotment Option Closing Time, as applicable,

(a) any inquiry, action, suit, investigation or other proceeding (whether formal or informal) is commenced, announced or threatened or any order is made or issued under or pursuant to any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality (including, without limitation, the TSXV or any securities regulatory authority), other than an inquiry, investigation, proceeding or order based upon the activities of the Underwriters, or there is a change in any law, rule or regulation, or the interpretation or administration thereof, which, in the reasonable opinion of the Underwriters, operates to prevent, restrict or otherwise materially adversely affects the distribution or trading of the Common Shares or any other securities of the Company or the market price or value of the Common Shares or the Offered Securities;

(b) there shall occur or come into effect any material change (actual, contemplated or threatened) in the business, affairs, financial condition or financial prospects of the Company, any change in any material fact or new material fact, or there should be discovered any previously undisclosed fact which, in each case, in the reasonable opinion of the Underwriters, has or could reasonably be expected to materially adversely affect the market price, value or marketability of the Offered Securities;

(c) there should develop, occur or come into effect or existence any event, action, state, or condition or any action, law or regulation, inquiry, including, without limitation, terrorism, accident or major financial, political or economic occurrence of national or international consequence, any escalation in the severity of the COVID-19 pandemic from the date of this Agreement or any action, government, law, regulation, inquiry or other occurrence of any nature, which, in the reasonable opinion of the Underwriters, materially adversely affects or involves, or may materially adversely affect or involve, the financial markets in Canada or the U.S. or the business, operations or affairs of the Company;

(d) an order shall have been made or threatened to cease or suspend trading in securities of the Company, or to otherwise prohibit or restrict in any manner the distribution or trading of the Common Shares or the Offered Securities, or proceedings are announced or commenced for the making of any such order by any securities regulatory authority or similar regulatory or judicial authority or the TSXV; or

(e) the Company is in breach of any material term, condition or covenant of this Agreement that may not be reasonably expected to be remedied prior to the Closing Time or any representation or warranty given by the Company becomes false in any material respect, which in the sole opinion of the Underwriters, acting reasonably, could be reasonably be expected to have a material adverse effect on the market price or value of the Offered Securities,

any of the Underwriters shall be entitled, at its option and in accordance with Section 19(2), to terminate its obligations under this Agreement by written notice to that effect given to the Company at or prior to the Closing Time, or the Over-Allotment Option Closing Time, as applicable.

(2) The rights of termination contained in Section 19(1) may be exercised by any of the Underwriters with respect to the obligation of such Underwriter, and are in addition to any other rights or remedies

that any of the Underwriters may have in respect of any default, act or failure to act or non-compliance by the Company in respect of any of the matters contemplated by this Agreement or otherwise. In the event of any such termination, there shall be no further liability on the part of the terminating Underwriter(s) to the Company, or on the part of the Company to the terminating Underwriter(s), except in respect of any liability which may have arisen prior to or may arise after such termination under Sections 20, 21 and 23. A notice of termination given by an Underwriter under Section 19(1) applies to and is binding upon any other Underwriter.

Section 20 Indemnity

(1) The Company agrees to indemnify and save harmless each of the Underwriters and affiliates and each of their respective directors, officers, employees, partners and agents (including, for greater certainty, the Selling Firms), and each person, if any, controlling any Underwriter (collectively, the "**Indemnified Parties**" and individually an "**Indemnified Party**") from and against all losses, costs, expenses, claims (including shareholder actions, derivative or otherwise), suits, proceedings, actions, damages and liabilities (other than losses of profit), including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims, commenced or threatened, and any and all expenses whatsoever including the reasonable fees and expenses of legal counsel of any Underwriter, joint or several, that may be incurred in investigating, preparing for and/or defending any action, suit, proceeding, investigation or claim made or threatened against any Indemnified Party or in enforcing this indemnity (collectively, the "**Claims**"), to which an Indemnified Party may become subject insofar as the Claims are caused by, result from, arise out of or are based upon, directly or indirectly:

(a) any information or statement (except any Underwriters' Information) contained in any Offering Document, marketing materials or Marketing Materials Amendment or any other material or document filed under Canadian Securities Laws or delivered by or on behalf of the Company thereunder or pursuant to this Agreement, or in any certificate or other document of the Company delivered pursuant to this Agreement that at the time and in light of the circumstances under which it was made contains or is alleged to contain a misrepresentation;

(b) any omission or alleged omission to state in the Offering Documents, marketing materials, or Marketing Materials Amendment, or any other material or document filed under Canadian Securities Laws or delivered by or on behalf of the Company thereunder or pursuant to this Agreement, any material fact or information, whether material or not, required to be stated therein or necessary to make any statement therein not misleading in light of the circumstances under which it was made;

(c) any order made or enquiry, investigation or proceedings commenced or threatened by any securities commission, stock exchange, court or other competent authority, or any change of law or interpretation of administration thereof based upon any actual or alleged untrue statement, omission or misrepresentation (not relating solely to Underwriters' Information) in any Offering Document, marketing materials or Marketing Materials Amendment or any other material or document filed or delivered by the Company under Canadian Securities Laws, United States Securities Laws or pursuant to this Agreement (except any material or document delivered or filed solely by the Underwriters) or based upon any failure by the Company to comply with Canadian Securities Laws or United States Securities Laws (other than any failure or alleged failure to comply solely by the Underwriters) which prevents or restricts the trading in or the sale or distribution of the Offered Securities in the Qualifying Jurisdictions or in the United States;

(d) the non-compliance or alleged non-compliance, or a breach or violation or alleged breach or violation, by the Company with any of its obligations under Canadian Securities Laws or United States Securities Laws;

(e) the President's List Purchasers; or

(f) any breach by the Company of its representations, warranties, covenants or obligations to be complied with under this Agreement or under any other document delivered pursuant to this Agreement.

(2) Notwithstanding the foregoing, if and only to the extent that and when a court of competent jurisdiction, in a final judgment from which no appeal can be made, has determined that a Claim resulted primarily and directly from an Indemnified Party's fraud, gross negligence, bad faith or willful misconduct, the indemnity provided for in this Section 20 shall cease to apply to such Indemnified Party in respect of such Claim and such Indemnified Party shall promptly reimburse the Company for any funds advanced to such Indemnified Party in respect of such Claim. For greater certainty, the Company and the Underwriters agree that they do not intend that any failure by any Underwriter to conduct such reasonable investigation as necessary to provide the Underwriters with reasonable grounds for believing the Offering Documents contained no misrepresentation shall constitute "fraud", "wilful misconduct" or "gross negligence" for purposes of this Section 20 or otherwise disentitle the Underwriters from indemnification or contribution from an indemnifying party under this Agreement.

(3) If any Claim is asserted against any Indemnified Party in respect of which indemnification is or might reasonably be considered to be sought pursuant to Section 20(1), such Indemnified Party will notify the Company in writing, as soon as reasonably practicable of the nature of such Claim (but failure or delay to so notify of any potential Claim shall not relieve the Company from any liability which it may have to any Indemnified Party except that any failure to so notify the Company of any actual Claim shall affect the Company's liability only to the extent that it is materially prejudiced by such failure or delay). The Company shall assume the defence of any suit brought to enforce such Claim; provided, however, that:

(a) the defence shall be conducted through legal counsel reasonably acceptable to the Indemnified Party; and

(b) no settlement of any such Claim or admission of liability may be made by the Company without the prior written consent of the Indemnified Parties or unless such settlement, compromise or judgment: (i) includes an unconditional release of each Indemnified Party from all liability arising out of such Claim; and (ii) does not include a statement as to or an admission of fault, culpability or failure to act, by or on behalf of any Indemnified Party.

(4) With respect to any Indemnified Party who is not a party to this Agreement, the Underwriters shall obtain and hold the rights and benefits of this Section 20 in trust for and on behalf of such Indemnified Party.

(5) In any Claim, an Indemnified Party shall have the right to retain one other legal counsel in each jurisdiction to act on its behalf, provided that the fees and disbursements of such legal counsel shall be paid by such Indemnified Party, unless:

(a) the Company and the Indemnified Party shall have mutually agreed to the retention of the other legal counsel;

(b) the named parties to any such Claim (including any added third or impleaded party) include both the Indemnified Party and the Company, and the Indemnified Party shall have

reasonably concluded that there may be legal defences available to the Indemnified Party that are different or in addition to those available to the Company or the Indemnified Party shall have been advised in writing by legal counsel that the representation of both parties by the same legal counsel would be inappropriate due to the actual or potential differing interests between them; or

(c) the Company shall not have assumed responsibility for the Claim and retained acceptable legal counsel within 14 days following receipt by the Company of notice of any such Claim from the Indemnified Party;

provided, however, that no settlement of any such Claim or admission of liability may be made by the Indemnified Party without the prior written consent of the Company, which consent will not be unreasonably withheld or delayed, but further provided that the Company will be liable for the settlement of any such Claim effected without its prior written consent if: (i) the Indemnified Party shall have requested the Company to reimburse the Indemnified Party for the fees and expenses of legal counsel; (ii) the settlement is entered into more than 45 days after receipt by the Company of such request; (iii) the Company shall have received notice of the terms of such settlement at least 30 days prior to such settlement being entered into; and (iv) the Company shall not have reimbursed the Indemnified Party in accordance with such request prior to the date of such settlement.

(6) If any legal proceedings shall be instituted against the Company or if any Governmental Authority shall carry out an investigation of the Company and, in either case, any Indemnified Party is required to testify, or respond to procedures designed to discover information, in connection with or by reason of the services performed by the Underwriters hereunder, then the Indemnified Parties may employ their own legal counsel and the Company shall pay and reimburse the Indemnified Parties for the reasonable fees, charges and disbursements (on a full indemnity basis) of such legal counsel, the other expenses reasonably incurred by the Indemnified Parties in connection with such proceedings or investigation and a fee at the normal per diem rate for any director, officer or employee of the Underwriters involved in the preparation for or attendance at such proceedings or investigation.

(7) The rights and remedies accorded to the Indemnified Parties under this Section 20 are to the fullest extent possible in law and are not exclusive and shall not limit any rights or remedies which may be available to any Indemnified Party at law, in equity or otherwise.

(8) The Company waives any right it may have of first requiring an Indemnified Party to proceed against or enforce any other right, power, remedy or security or claim or to claim payment from any other person before claiming under this indemnity. It is not necessary for an Indemnified Party to incur expense or make payment before enforcing such indemnity.

Section 21 Contribution

(1) In order to provide for a just and equitable contribution in circumstances in which the indemnity provided in Section 20 would otherwise be available in accordance with its terms but is, for any reason, held to be unavailable to, or unenforceable by the Underwriters, or enforceable otherwise than in accordance with its terms, the Company, on the one hand, and the Underwriters, on the other hand, shall:

(a) contribute to the aggregate of all claims, expenses, costs and liabilities and all losses of a nature contemplated by Section 20 in such proportions so that the Indemnified Parties shall be responsible for the portion represented by the percentage that the aggregate Cash Commission payable to the Underwriters hereunder bears to the aggregate offering price

of the Offered Securities, and the Company shall be responsible for the balance, whether or not they have been sued or sued separately; and

(b) if the allocation provided by Section 21(1)(a) above is not permitted by applicable law, the Company and the Indemnified Parties shall contribute such proportions as is appropriate to reflect not only the relative benefits referred to in Section 21(1)(a) above but also the relative fault of the Company, on the one hand, and the Indemnified Parties, on the other hand, in connection with the Claim or Claims which resulted in such losses, claims, damages, liabilities, costs or expenses, as determined by final judgment of a court of competent jurisdiction, as well as any other relevant equitable considerations;

provided, however, that: (a) the Indemnified Parties shall not in any event be liable to contribute, in the aggregate, any amounts in excess of such aggregate Cash Commission or any portion of such fee actually received under this Agreement; (b) each Indemnified Party shall not in any event be liable to contribute, individually, any amount in excess of such Indemnified Party's portion of the aggregate Cash Commission or any portion of such fee actually received by the applicable Underwriter under this Agreement; and (c) no party who has been determined by a court of competent jurisdiction in a final, non-appealable judgment to have engaged in any fraud, wilful misconduct, bad faith, or gross negligence in connection with the Claim or Claims which resulted in such losses, claims, damages, liabilities, costs or expenses shall be entitled to claim contribution from any person who has not been determined by a court of competent jurisdiction in a final, non-appealable judgment to have engaged in such fraud, wilful misconduct, bad faith, or gross negligence in connection with such Claim or Claims.

(2) The rights to contribution provided in this Section 21 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 or in equity.

(3) In the event that the Company may be held to be entitled to contribution from the Indemnified Parties under the provisions of any statute or at law, the Company shall be limited to contribution in an amount not exceeding the lesser of:

(a) the portion of the full amount of the loss or liability giving rise to such contribution for which the Indemnified Parties are responsible, as determined in Section 21(1)(a); and

(b) the amount of the Cash Commission actually received by the Indemnified Parties under this Agreement;

and an Underwriter shall in no event be liable to contribute any amount in excess of such Underwriter's portion of the Cash Commission actually received under this Agreement.

(4) If the Underwriters have reason to believe that a claim for contribution may arise, they shall give the Company notice of such claim in writing, as soon as reasonably possible, but failure or delay to so notify the Company shall not relieve the Company of any obligation which it may have to the Underwriters under this Section 21.

(5) With respect to this Section 21, the Company acknowledges and agrees that the Underwriters are contracting on their own behalf and as agents for their affiliates, directors, officers, employees and agents, and each person, if any, controlling any Underwriter or any of its subsidiaries and each shareholder of any Underwriters.

(6) The rights and remedies provided for in this Section 21 are not exclusive and shall not limit any rights or remedies which may be available to any party at law, in equity or otherwise.

Section 22 Severability

If any provision of this Agreement is determined to be void or unenforceable in whole or in part, it shall be deemed not to affect or impair the validity of any other provision of this Agreement and such void or unenforceable provision shall be severable from this Agreement.

Section 23 Expenses

The Company shall pay all reasonable expenses and fees in connection with the transactions contemplated by this Agreement including, without limitation, expenses (including applicable GST) of or incidental to the issue, sale or distribution of the Offered Securities and the filing of the Offering Documents and expenses of or incidental to all other matters in connection with the transactions set out in this Agreement, including, without limitation, the fees and expenses payable in connection with the distribution of the Offered Securities, the fees and expenses of the Company's legal counsel and of local legal counsel to the Company, the fees and expenses of the Company Auditors, the Transfer Agent and the Warrant Agent, all costs incurred in connection with the preparation and printing of the Offering Documents and the Broker Warrant Certificates, the miscellaneous fees and expenses of the Underwriters, including but not limited to all costs and expenses related to marketing activities and due diligence of up to $10,000 (excluding legal expenses of the Underwriters, which will be subject to a cap of $100,000 exclusive of taxes and disbursements), whether or not the Offering is completed. All fees and expenses incurred by the Underwriters or on their behalf shall be payable by the Company immediately upon receiving an invoice therefor from the Underwriters and shall be payable whether or not the Offering is completed. At the option of the Underwriters, such fees and expenses may be deducted from the gross proceeds otherwise payable to the Company at Closing or, if applicable, at the Over-Allotment Option Closing.

Section 24 Obligations to Purchase

(1) Subject to the terms and conditions of this Agreement, the obligation of the Underwriters to purchase the applicable Offered Securities at the Closing Time or, if applicable, the Additional Securities at the Over-Allotment Option Closing Time, shall be several and not joint (nor joint and several) and shall be limited to the percentage of the Offered Securities or, if applicable, the Additional Securities, set out opposite the name of the respective Underwriters below:

Eight Capital	40%
Raymond James Ltd.	30%
Haywood Securities Inc.	30%
Total	100%

(2) Subject to Section 24(4), if an Underwriter (a "**Refusing Underwriter**") shall fail to purchase its applicable percentage of the applicable Offered Securities or, if applicable, the applicable Additional Securities (the "**Defaulted Securities**"), at the Closing Time or, if applicable, the Over-Allotment Option Closing Time, the remaining Underwriters (the "**Continuing Underwriters**") will be entitled, at their option, to purchase, severally and not jointly (nor jointly and severally), all but not less than all of the Defaulted Securities on a *pro rata* basis among the Continuing Underwriters or in any other proportion agreed upon in writing by such Continuing Underwriters. If a Refusing Underwriter fails to purchase its Defaulted Securities, the Continuing Underwriters will not be obliged to purchase the Defaulted Securities and, the Company shall have the right to either proceed with the sale of the Offered Securities (less the Defaulted Securities) to the Continuing Underwriters or terminate its obligations to the Continuing Underwriters, except pursuant to Section 20 and Section 21. Nothing in this Section 24 shall obligate the Company to sell to any or all of the Underwriters less than all of the Offered Securities to be sold at the Closing Time or shall relieve any Refusing

Underwriter from liability to the Company or any Continuing Underwriter in respect of its default hereunder.

(3) If the amount of the Offered Securities or, if applicable, the applicable Additional Securities, that the Continuing Underwriters wish to purchase exceeds the amount of the Offered Securities or, if applicable, the applicable Additional Securities, that would otherwise have been purchased by an Underwriter that is in default, Offered Securities or, if applicable, the applicable Additional Securities, shall be divided *pro rata* among the Continuing Underwriters desiring to purchase such Offered Securities or the applicable Additional Securities, as the case may be.

(4) In the event that one or more but not all of the Underwriters shall exercise their right of termination under Section 19, the Continuing Underwriters shall have the right, but shall not be obligated, to purchase all of the percentage of the Offered Securities or the applicable Additional Securities, as the case may be, that would otherwise have been purchased by such Underwriters which have so exercised their right of termination. If the amount of such Offered Securities or the applicable Additional Securities, as the case may be, that the Continuing Underwriters wish, but are not obliged, to purchase exceeds the amount of such Offered Securities or the applicable Additional Securities, as the case may be, which remain available for purchase, Offered Securities or the applicable Additional Securities, as the case may be, shall be divided *pro rata* among the Underwriters desiring to purchase such Offered Securities or the applicable Additional Securities, as the case may be.

(5) The Underwriters may offer the Offered Securities at a price less than the applicable purchase price in compliance with Canadian Securities Laws and, specifically in the case of any Offered Securities offered in the Qualifying Jurisdictions, the requirements of NI 44-101 and the disclosure concerning the same which is contained in the Prospectus and the U.S. Offering Memorandum. Notwithstanding any such reduction in the applicable purchase price of the Offered Securities, the Corporation will still receive the applicable purchase price per Offered Security sold pursuant to the Offering.

Section 25 Restrictions of Further Issuances and Sales

The Company agrees that it will not, directly or indirectly, offer, issue, sell, grant, secure, pledge, or otherwise transfer, dispose of or monetize, or engage in any hedging transaction, or enter into any form of agreement or arrangement the consequence of which is to alter economic exposure to, or announce any intention to do so, in any manner whatsoever, any Common Shares or securities convertible into, exchangeable for, or otherwise exercisable to acquire Common Shares or other equity securities of the Company, other than issuances in conjunction with: (a) the grant or exercise of stock options and other similar issuances pursuant to the share incentive plan of the Company and other share compensation arrangements as of the date hereof; (b) the exercise of outstanding warrants of the Company as of the date hereof; (c) any obligations of the Company in respect of existing agreements as of the date hereof; (d) the issuance of securities by the Company in connection with acquisitions in the normal course of business; or (e) the satisfaction of any obligations to issue securities arising from the Offering, from the date hereof and continuing for a period of 90 days from the Closing Date without the prior written consent of the Underwriters, such consent not to be unreasonably withheld or delayed.

Section 26 Lock-Up Agreements

The Company agrees that it will use reasonable commercial efforts to cause its directors and officers and each of such director's and officer's associates and affiliates (collectively, the "**Insiders**") to deliver signed undertakings (the "**Lock-Up Agreements**"), in form and substance satisfactory to the Underwriters and their legal counsel, pursuant to which the Insiders agree, for a period of 90 days from the Closing Date, not to, directly or indirectly, sell or agree to sell (or announce any intention to do so), grant, pledge or otherwise transfer, dispose of or monetize, or enter into any form of agreement or arrangement

the consequence of which is to alter economic exposure to, or announce any intention to do so, in any manner whatsoever any Common Shares or securities convertible into, exchangeable for, or otherwise exercisable to acquire Common Shares or other equity securities of the Company, without the prior written consent of the Underwriters, such consent not to be unreasonably withheld or delayed.

Section 27 Stabilization

In connection with the distribution of the Offered Securities, the Underwriters and the Selling Firms, if any, may over-allot or effect transactions which stabilize or maintain the market price of the Common Shares at levels other than those which might otherwise prevail in the open market, in compliance with Canadian Securities Laws and the rules and regulations of applicable stock exchanges. Those stabilizing transactions, if any, may be discontinued at any time.

Section 28 Survival of Representations and Warranties

The representations, warranties, obligations and agreements of the Company contained in this Agreement and in any certificate delivered pursuant to this Agreement or in connection with the purchase and sale of the Offered Securities shall survive the purchase of the Offered Securities, with such representations, warranties, obligations and agreements of the Company to survive and continue in full force and effect indefinitely unaffected by any subsequent disposition of the Offered Securities by the Underwriters or the termination of the Underwriters' obligations and shall not be limited or prejudiced by any investigation made by or on behalf of the Underwriters in connection with the preparation of the Offering Documents or the distribution of the Offered Securities. The indemnification provisions of the Company set forth in Section 20 shall survive indefinitely.

Section 29 Time and Assignment

(1) Time is of the essence in the performance of the parties' respective obligations under this Agreement.

(2) The terms and provisions of this Agreement will be binding upon and inure to the benefit of the Company and the Underwriters and their respective successors and assigns; provided that, except as otherwise provided in this Agreement, this Agreement will not be assignable by any party without the written consent of the others and any purported assignment without such consent will be invalid and of no force and effort.

Section 30 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

Section 31 No Fiduciary Duty

The Company hereby acknowledges that: (a) the offer and sale of the Offered Securities pursuant to this Agreement is an arm's-length commercial transaction between the Company, on the one hand, and the Underwriters, on the other hand; (b) each Underwriter is acting as principal and not as an agent or fiduciary of the Company; and (c) the Company's engagement of the Underwriters in connection with the Offering and the process leading up to the Offering is as independent contractors and not in any other capacity. Furthermore, the Company agrees that it is solely responsible for making its own judgments in connection with the Offering (irrespective of whether any of the Underwriters has advised or is currently advising the Company on related or other matters). The Company agrees that it will not claim that any Underwriter has rendered advisory services of any nature or respect, or owes an agency, fiduciary or similar duty to the Company in connection with such transaction or the process leading thereto.

Section 32 Notice

(1) Unless otherwise expressly provided in this Agreement, any notice or other communication to be given under this Agreement (a "**notice**") shall be in writing addressed as follows:

(a) if to an Underwriter, addressed and sent in accordance with the details noted below:

Eight Capital
100 Adelaide Street West, Suite 2900
Toronto, ON M5H 1S3

Attention: Tony Loria, Vice Chairman
Email: tloria@viicapital.com

Raymond James Ltd.
Scotia Plaza, Suite 5400
40 King Street West
Toronto, ON M5H 3Y2

Attention: Rajiv Chail, Director
Email: ravij.chail@raymondjames.ca

Haywood Securities Inc.
700 Burrard St., Suite 200
Vancouver, BC V6C 3L8

Attention: Mathieu Couillard, Managing Director
Email: mcouillard@haywood.com

and in each case with a copy (which shall not constitute notice) sent to:

Stikeman Elliott LLP
4300 Bankers Hall West
888 3 St SW
Calgary, AB T2P 5C5

Attention: Sony Gill
E-mail: sgill@stikeman.com

(b) if to the Company, addressed and sent to:

Decibel Cannabis Company Inc.
1440 – 140, 4th Ave SW
Calgary, AB T2P 3N3

Attention: Paul Wilson, Chief Executive Officer
Email: paul.wilson@decibelcc.com

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

Burnet, Duckworth & Palmer LLP
525 8 Ave SW
Calgary, AB T2P 1G1

Attention: Paul Mereau
Email: pmereau@bdplaw.com

or to such other address as any of the parties may designate by giving notice to the others in accordance with this Section 32.

(2) Each notice shall be personally delivered to the addressee or sent by e-mail to the addressee and:

(a) a notice that 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

(b) a notice that is sent by e-mail shall be deemed to be given and received on the first Business Day following the day on which it is sent.

Section 33 Counterparts

This Agreement may be executed by the parties to this Agreement in counterpart and may be executed and delivered by electronic transmission and all such counterparts and electronic transmissions shall together constitute one and the same agreement.

Section 34 Entire Agreement

(1) The terms and conditions of this Agreement represent the entire agreement between the parties and supersede any previous verbal or written agreement between the Underwriters (or any of them) and the Company with respect to the subject matter hereof. For greater certainty, the parties hereby agree, confirm and acknowledge that the engagement letter between the Company and Eight Capital dated May 21, 2021 will remain in full force and effect following the entering into of this Agreement by the parties.

(2) If the foregoing is in accordance with your understanding and is agreed to by you, please signify your acceptance by executing the enclosed copies of this Agreement where indicated below and returning the same to the Underwriters upon which this letter as so accepted shall constitute an agreement among us.

Section 35 Representations and Warranties of the Underwriters

(1) Each Underwriter severally, and not jointly (nor jointly and severally), hereby represents and warrants to the Company, and acknowledges that the Company is relying upon such representations and warranties, that:

(a) such Underwriter and its U.S. Affiliate, if any, is registered or qualified, as applicable, to offer and sell the Offered Securities in the Qualifying Jurisdictions, and, if applicable, the United States, as contemplated by this Agreement and the Offering Documents;

(b) such Underwriter and its U.S. Affiliate, if any, is a valid and subsisting corporation existing in good standing under the laws of the jurisdiction in which it is incorporated;

(c) such Underwriter and its U.S. Affiliate, if any, has all requisite power and authority and good and sufficient right and authority to enter into, deliver and carry out its obligations under this Agreement and complete the transactions contemplated under this Agreement on the terms and conditions set forth herein;

(d) in respect of the offer and sale of Offered Securities, such Underwriter and its U.S. Affiliate, if any, have complied with the provisions of this Agreement in all material respects and with all Canadian Securities Laws (including the rules and policies of the Investment Industry Regulatory Organization of Canada) and United States Securities Laws, as applicable, in the jurisdictions in which either of them offers the Offered Securities;

(e) such Underwriter and its U.S. Affiliate, if any, is: (i) duly registered pursuant to the provisions of Canadian Securities Laws and United States Securities Laws, as the case may be; (ii) duly registered or licensed as a broker-dealer or an investment dealer in those jurisdictions in which it is required to be so registered in order to perform the services contemplated by this Agreement; and (iii) in good standing with any applicable governmental agency or self-regulatory organization governing such registration or license, or if or where not so registered or licensed, such Underwriter and its U.S. Affiliate, if any, has acted only through members of a Selling Firm who are so registered or licensed; and

(f) such Underwriter and its U.S. Affiliate, if any, and their representatives have not engaged in or authorized, and will not engage in or authorize, any form of general solicitation or general advertising in connection with or in respect of the Offered Securities in any newspaper, magazine, printed media of general and regular paid circulation or any similar medium, or broadcast over radio or television or other telecommunications, including electronic display or the internet, or otherwise or conducted any seminar or meeting concerning the offer or sale of the Offered Securities whose attendees have been invited by any general solicitation or general advertising.

(2) Each Underwriter makes the representations, warranties and covenants applicable to it in Schedule A hereto and acknowledges that the terms and conditions of the representations, warranties and covenants of the parties contained in Schedule A form a part of this Agreement.

(3) The representations and warranties of each of the Underwriters contained in this Agreement shall be true at the Closing Time or the Over-Allotment Option Closing Time, as applicable, as though they were made at the applicable time and they shall not survive the completion of the transactions contemplated under this Agreement but shall terminate on the completion of the distribution of the Offered Securities.

[Remainder of this page is intentionally left blank. Signature page follows.]

EIGHT CAPITAL

By: (signed) "*Tony Loria*"

Tony Loria
Vice Chairman

RAYMOND JAMES LTD.

By: (signed) "*Rajiv Chail*"

Rajiv Chail
Director

HAYWOOD SECURITIES INC.

By: (signed) "*Mathieu Couillard*"

Mathieu Couillard
Managing Director

The foregoing offer is accepted and agreed to as of the date first above written.

DECIBEL CANNABIS COMPANY INC.

By: (signed) "*Stuart Boucher*"

Stuart Boucher

Chief Financial Officer

SCHEDULE A
UNITED STATES OFFERS AND SALES

1. Definitions

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, but for greater clarity in this Schedule A, 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 Offered Securities and shall include, without limitation, the placement of any advertisement in a publication with a general circulation in the United States that refers to the offering of any of the Offered Securities;

"**Disqualification Event**" means any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) of Regulation D;

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

"**General Solicitation**" and "**General Advertising**" mean "general solicitation" and "general advertising", respectively, as used in Rule 502(c) under the 1933 Act, including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio or television or the internet, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising;

"**Investment Company Act**" means the United States Investment Company Act of 1940, as amended, and the rules and regulations promulgated thereunder;

"**Offered Securities**" means, together, the Initial Units and the Additional Securities, if any.

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

"**QIB Certificate**" means the Qualified Institutional Buyer Letter in the form attached as Exhibit II to the U.S. Offering Memorandum;

"**Qualified Institutional Buyers**" has the meaning given to it in Rule 144A;

"**Regulation S**" means Regulation S adopted by the SEC under the 1933 Act;

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

"**U.S. Accredited Investor**" means an "accredited investor" within the meaning of Rule 501(a) of Regulation D; and

"**U.S. Accredited Investor Certificate**" means the U.S. Accredited Investor Certificate in the form attached as Exhibit I to the U.S. Offering Memorandum.

All other capitalized terms used but not otherwise defined in this Schedule A shall have the meanings given to them in the Underwriting Agreement to which this Schedule A is attached and of which this Schedule A forms a part.

2. Representations, Warranties and Covenants of the Company

The Company represents, warrants and covenants to the Underwriters and their U.S. Affiliates that:

(a) it is, and at each closing will be, a Foreign Issuer that reasonably believes that there is no Substantial U.S. Market Interest in its Common Shares or any other class of its equity securities, as such term is defined in Regulation S;

(b) neither the Company nor any of its affiliates, nor any person acting on its or their behalf (other than the Underwriters, the U.S. Affiliates or any members of the banking and selling group formed by them, as to whom the Company makes no representation), has taken or will knowingly take any action that would cause the applicable exemption or exclusion from registration under the 1933 Act provided by Rule 144A, Regulation D or Rule 903 of Regulation S (or any other U.S. private resale exemption thereunder being relied upon in connection with offers and sales of the Offered Securities, including any applicable U.S. state securities laws) to be unavailable for offers and sales of the Offered Securities pursuant to the Agreement and this Schedule A;

(c) The Company acknowledges that the Offered Securities have not been and will not be registered under the 1933 Act or any state securities laws and that the Offered Securities may be offered and sold only in transactions exempt from or not subject to the registration requirements of the 1933 Act and applicable state securities laws. Except with respect to offers and sales in accordance with the Underwriting Agreement (including this Schedule "A") to, or for the account or benefit of, persons in the United States or U.S. persons that are (i) Qualified Institutional Buyers in reliance upon the exemption from registration provided by Rule 144A, and (ii) Substituted Purchasers that are U.S. Accredited Investor in reliance on Rule 506(b) of Regulation D, and, in each case, pursuant to similar exemptions under applicable state securities laws, neither the Company nor any of its affiliates, nor any person acting on any their behalf (other than the Underwriters, the U.S. Affiliates or any members of the banking and selling group formed by them, as to whom the Company makes no representation), has made or will make: (A) any offer to sell, or any solicitation of an offer to buy, any of the Offered Securities to, or for the account or benefit of, a person in the United States or a U.S. Person; or (B) any sale of the Offered Securities unless, at the time the buy order was or will have been originated, the purchaser is (i) outside the United States and not a U.S. Person, or (ii) the Company, its affiliates, and any person acting on any of their behalf reasonably believe that the purchaser is outside the United States and not a U.S. Person;

(d) none of the Company, any of its affiliates or any person acting on its or their behalf (other than the Underwriters, the U.S. Affiliates or any members of the banking and selling group formed by them, as to whom the Company makes no representation) (i) has offered or will knowingly offer to sell, or has solicited or will solicit offers to buy, any of the Offered Securities in the United States or to, or for the account or benefit of, U.S. Person, by means of any form of General Solicitation or General Advertising or in any manner involving a public offering within the meaning of Section 4(a)(2) of the 1933 Act in connection with the offer or sale of the Offered Securities to, or for the account or benefit of, persons in the United States or U.S. Persons; (ii) has engaged or will engage in any Directed Selling Efforts or has taken or will take any action (including the sale of securities to, or for the account or benefit of, persons in the United States or U.S. Persons) that would cause the exemptions afforded by Rule 506(b) of Regulation D to become unavailable with respect to the offer and sale of the Offered Securities, to, or for the account or benefit of U.S. Persons or which would cause the exclusion from such registration requirements set forth in Rule 903 of Regulation S to become unavailable with respect to the offer and sale of the Offered Securities in Offshore Transactions outside the United States to non-U.S. Persons

for offers and sales of the Offered Securities pursuant to this Underwriting Agreement; or (iii) has taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act in connection with respect to the offer and sale of the Offered Securities;

(e) the Offered Securities are not, and as of the Closing will not be, and no securities of the same class as the Offered Securities are: (i) listed on a national securities exchange in the United States registered under Section 6 of the U.S. Exchange Act; (ii) quoted in an "automated inter-dealer quotation system", as such term is used in the U.S. Exchange Act; or (iii) convertible or exchangeable at an effective conversion premium (calculated as specified in paragraph (a)(6) of Rule 144A) upon issuance of less than ten percent for securities so listed or quoted;

(f) for so long as any of the Offered Securities which have been sold in the United States in reliance upon Rule 144A are outstanding and are "restricted securities" within the meaning of Rule 144(a)(3) under the 1933 Act, and if the Company is not subject to and in compliance with the reporting requirements of Section 13 or 15(d) of, or exempt from reporting pursuant to Rule 12g3-2(b) under, the U.S. Exchange Act, the Company will furnish to any holder of the Offered Securities in the United States and any prospective purchaser of the Offered Securities designated by such holder in the United States, upon request of such holder, the information required to be delivered pursuant to Rule 144A(d)(4) under the 1933 Act (so long as such requirement is necessary in order to permit holders of the Offered Securities to effect resales under Rule 144A);

(g) the Company is not, and after giving effect to the offering of the Offered Securities and the application of the proceeds as contemplated herein and the U.S. Offering Documents will not be, registered as an investment company nor will it be required to register as an investment company within the meaning of the Investment Company Act;

(h) the Company has not, for a period beginning thirty days prior to the commencement of the Offering, sold, offered for sale or solicited any offer to buy any of the Company's securities and will not do so during the Offering or for a period of thirty days following the completion of this Offering in the United States in a manner that would be integrated with, and would cause the exemption provided by Rule 506(b) of Regulation D to become unavailable with respect to, the offer and sale of the Offered Securities to, or for the account or benefit of, persons in the United States or U.S. Persons as contemplated by this Underwriting Agreement;

(i) none of the Company or any of its predecessors or affiliates has been subject to any order, judgment or decree of any court of competent jurisdiction temporarily, preliminarily or permanently enjoining such person for failure to comply with Rule 503 of Regulation D;

(j) With respect to the Offered Securities offered and sold in reliance on Rule 506(b) of Regulation D, none of the Company, any of its predecessors, any affiliated issuer that is issuing the Offered Securities in this Offering, any director, executive officer, or other officer of the Company participating in the Offering, any beneficial owner of 20% or more of the Company's outstanding voting equity securities, calculated on the basis of voting power, or any promoter (as that term is defined in Rule 405 under the 1933 Act) connected with the Company in any capacity at the time of sale of the Offered Securities (but excluding the Regulation D Underwriters (as defined below), as to whom no representation, warranty or covenant is made) (each, a "**Company Covered Person**" and, collectively, the "**Company Covered Persons**") is subject to a Disqualification Event. The Company will notify the Underwriters in writing, prior to any Closing Date of (i) any Disqualification Event relating to a Company Covered Person not previously disclosed to the Underwriters in

accordance with this section, and (ii) any event that would, with the passage of time, become a Disqualification Event relating to any Company Covered Person. As of any Closing Date, the Company is not aware of any person (other than any Regulation D Underwriter Covered Person (as defined below)) that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the offer and sale of any of the Offered Securities pursuant to Rule 506(b) of Regulation D;

(k) none of the Company or any of its predecessors or affiliates has had the registration of a class of securities under the U.S. Exchange Act revoked by the U.S. Securities and Exchange Commission pursuant to Section 12(j) of the U.S. Exchange Act and any rules or regulations promulgated thereunder; and

(l) the Company will, with the reasonably requested assistance and information from the Underwriters and U.S. Affiliates, as applicable, file within the prescribed time period(s) a Notice of Sales on Form D as required by Rule 503 of Regulation D with the United States Securities and Exchange Commission and any required filings with any applicable state securities commissions in connection with any sales of Offered Securities to Accredited Investors pursuant to Rule 506(b) of Regulation D.

3. Representations, Warranties and Covenants of the Underwriters

Each Underwriter and U.S. Affiliate jointly and not severally (but not jointly with any other Underwriter or its respective U.S. Affiliate), acknowledges, represents, warrants and covenants to the Company that:

(a) acknowledges that the Offered Securities (and any underlying securities) have not been and will not be registered under the 1933 Act or any state securities laws and the Offered Securities may not be offered and sold except in transactions pursuant to an exemption from, or not subject to the registration requirements, of the 1933 Act and applicable state securities laws and that the Offered Securities sold to persons in the United States or U.S. Persons will be "restricted securities" within the meaning of Rule 144(a)(3) under the 1933 Act and bear a legend to such effect. It has offered for sale the Offered Securities only as follows: (a) in Offshore Transactions in accordance with Rule 903 of Regulation S; or (b) offers of the Offered Securities to, or for the account or benefit of, persons in the United States and U.S. Persons that are (i) Qualified Institutional Buyers, and (ii) Substituted Purchasers that are U.S. Accredited Investors purchasing in transactions that are exempt from the registration requirements of the 1933 Act pursuant to Rule 144A and Rule 506(b) of Regulation D, respectively, and similar exemptions under applicable U.S. state securities laws, as provided in paragraphs (b) through (*) below. Accordingly, none of the Underwriter, its U.S. Affiliate, any of their affiliates or any persons acting on behalf of any of them, has made or will make (except as permitted in paragraphs (b) through (*) below) any: (x) offer to sell, or any solicitation of an offer to buy, any of the Offered Securities to, or for the account or benefit of, any person in the United States or any U.S. Person; (y) any sale of the Offered Securities to any purchaser unless, at the time the buy order was or will have been originated, the purchaser was outside the United States and not a U.S. Person, or such Underwriter, U.S. Affiliate, affiliate or person acting on any of their behalf reasonably believed that such purchaser was outside the United States and not a U.S. Person; or (z) Directed Selling Efforts;

(b) the sale of the Offered Securities in the United States or to, or for the account or benefit of, U.S. Persons will be made only by the Underwriters or their respective U.S. Affiliates, acting as agents, (i) pursuant to Rule 144A to persons who are, or are reasonably believed by them to be, Qualified Institutional Buyers, or (ii) pursuant to Rule 506(b) of Regulation D to Substituted Purchasers that are U.S. Accredited Investors, and in each case, in compliance

with any applicable state securities laws of the United States. Each Qualified Institutional Buyer shall have made the representations, warranties and agreements set forth in the QIB Certificate and each U.S. Accredited Investor shall have made the representations, warranties and agreement set forth in the U.S. Accredited Investor Certificate;

(c) each offeree of the Offered Securities in the United States, or that is purchasing for the account or benefit of a U.S. Person, shall be provided with a copy of the U.S. Offering Memorandum including the Preliminary U.S. Offering Memorandum. It will ensure that each purchaser of the Offered Securities in the United States, or that is purchasing for the account or benefit of a U.S. Person, shall (i) be provided, prior to Closing Time or, if applicable, the Over-Allotment Option Closing Time, with a copy of the U.S. Offering Memorandum including the Final Prospectus under which the sale is made, and (ii) execute and deliver to the Underwriter, the U.S. Affiliates and the Corporation the U.S. Accredited Investor Certificate or the QIB Certificate, as applicable and deliver such certificates to the Company as soon as practicable;

(d) at least one Business Day prior to the Closing Date or, if applicable, the Over-Allotment Option Closing Date, the Underwriters will provide the Company and the Transfer Agent with a list of the names and addresses of all U.S. Purchasers (each reasonably believed to be a U.S. Accredited Investor) who were offered and sold Offered Securities by the Underwriter and/or through its U.S. Affiliates and the completed and executed U.S. Accredited Investor Certificate for such U.S. Accredited Investors;

(e) at least one Business Day prior to the Closing Date or, if applicable, the Over-Allotment Option Closing Date, the Underwriter will provide the Company and its transfer agent with a list of the names and addresses of all U.S. Purchasers (each reasonably believed to be a Qualified Institutional Buyer) who were offered and sold Offered Securities by the Underwriter and/or through its U.S. Affiliate and the completed and executed QIB Certificates for such Qualified Institutional Buyers;

(f) the Offered Securities have not been and will not be registered under the 1933 Act or any U.S. state securities laws and may be offered and sold only in transactions exempt from or not subject to the registration requirements of the 1933 Act and applicable state securities laws. It has not offered and sold, and will not offer and sell, any of the Offered Securities except to persons it reasonably believes to be Qualified Institutional Buyers or U.S. Accredited Investors;

(g) it and its affiliates, including its U.S. Affiliate, have not, (i) either directly, or through a person acting on its or their behalf, or indirectly, solicited and will not solicit offers for, and have not offered to sell and will not offer to sell, any of the Offered Securities in the United States by any form of General Solicitation or General Advertising or in any manner involving a public offering within the meaning of Section 4(a)(2) of the 1933 Act in connection with the offer or sale of the Offered Securities to, or for the account or benefit of, persons in the United States or U.S. Persons, or (ii) engaged or will engage in any Directed Selling Efforts or has taken or will take any action (including the sale of securities to, or for the account or benefit of, persons in the United States or U.S. Persons) that would cause the exemptions afforded by Rule 144A and Rule 506(b) of Regulation D to become unavailable with respect to the offer and sale of the Offered Securities, to, or for the account or benefit of U.S. Persons or which would cause the exclusion from such registration requirements set forth in Rule 903 of Regulation S to become unavailable with respect to the offer and sale of the Offered Securities in Offshore Transactions outside the United States to non-U.S. Persons for offers and sales of the Offered Securities pursuant to this Agreement;

(h) it has not entered and will not enter into any contractual arrangement with respect to the offer and sale of the Offered Securities except with its U.S. Affiliate, any selling group members or with the prior written consent of the Company. It shall require its U.S. Affiliate and each selling group member to agree, for the benefit of the Company, to comply with, the provisions of this Schedule "A" applicable to the Underwriter as if such U.S. Affiliate was a party to this Agreement;

(i) all offers and sales of the Offered Securities to, or for the account or benefit of, persons in the United States or U.S. Persons have been and shall be made by the Underwriter through its U.S. Affiliate (which on the dates of such offers and sales was and will be duly registered as a broker-dealer under the U.S. Exchange Act and under all applicable state securities laws and a member of, and in good standing with, the Financial Industry Regulatory Authority, Inc.) or otherwise pursuant to Rule 15a-6 under the U.S. Exchange Act and under the laws of each state where such offers and sales are made (unless exempted from such state's registration requirements) in accordance with all applicable broker-dealer laws and in compliance with this Schedule A;

(j) each U.S. Affiliate offering the Offered Securities to Qualified Institutional Buyers pursuant to Rule 144A in the United States is a Qualified Institutional Buyer;

(k) it will solicit (and will cause its U.S. Affiliate to solicit, as applicable) offers for the Offered Securities in the United States and to or for the account or benefit of U.S. Persons only to, and it and they have offered and solicited only from and to persons it reasonably believes, and immediately prior to making any such offer, it had reasonable grounds to believe and did believe, to be Qualified Institutional Buyers or U.S. Accredited Investors. Except as set forth in the preceding sentence, the Underwriters have not made and will not make any offer to sell, solicitation of an offer to buy or sale of the Offered Securities unless such offer, solicitation of an offer or sale of the Offered Securities was made in an Offshore Transaction in compliance with Rule 903 of Regulation S;

(l) it will inform (and will cause its U.S. Affiliate to inform, as applicable) all purchasers of the Offered Securities in the United States or purchasing for the account or benefit of U.S. Persons or who were purchasing the Offered Securities in the United States that the Offered Securities have not been and will not be registered under the 1933 Act and are being offered and sold to such purchasers without registration under the 1933 Act in reliance upon Rule 144A and Rule 506(b) of Regulation D under the 1933 Act and similar exemptions from applicable state securities laws, as applicable, and that the Offered Securities are "restricted securities" within the meaning of Rule 144(a)(3) under the 1933 Act and may not be exercised, offered, sold, pledged or otherwise transferred except pursuant to a registration statement under United States federal and state securities laws or an available exemption from such registration requirements and in compliance with the restrictions set forth in the documents and agreements governing such securities;

(m) none of the Underwriter, its U.S. Affiliate or any person acting on any of their behalf has taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act in connection with the offering of the Offered Securities contemplated hereby;

(n) with respect to the Offered Securities offered in reliance on Rule 506(b) of Regulation D, neither the Underwriter nor its affiliates (including its U.S. Affiliate) (collectively, the "**Regulation D Underwriters**"), any general partner or managing member of the Regulation D Underwriters, any director, executive officer or other officer of the Regulation D Underwriters participating in the offering of the Offered Securities or general partner or managing member of the Regulation D Underwriters or any officer, employee or agent of

the Regulation D Underwriters or general partner or managing member of the Regulation D Underwriters that have been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the offer and sale of any of the Offered Securities (each, a "**Regulation D Underwriter Covered Person**" and collectively, the "**Regulation D Underwriter Covered Persons**") is subject to any Disqualification Event, except for a Disqualification Event contemplated by Rule 506(d)(2) of the 1933 Act and a description of which has been furnished in writing to the Company prior to the date hereof. Each Regulation D Underwriter will notify the Company in writing, prior to any Closing Date of (i) any Disqualification Event relating to any Regulation D Underwriter Covered Person not previously disclosed to the Company in accordance with this section, and (ii) any event that would, with the passage of time, become a Disqualified Event relating to any Regulation D Underwriter Covered Person. As of the Closing Date, the Underwriter is not aware of any person (other than any Regulation D Underwriter Covered Person) that has been or will be paid (directly or indirectly) remuneration for solicitation of U.S. Purchasers in connection with the offer and sale of any of the Offered Securities pursuant to Rule 506(b) of Regulation D;

(o) prior to the Closing Time, it will deliver duly completed and executed (i) QIB Certificates from each purchaser purchasing as a Qualified Institutional Buyer, and (ii) U.S. Accredited Investor Certificates from each purchaser purchasing as a U.S. Accredited Investor;

(p) it acknowledges that the Broker Securities have not been and will not be registered under the 1933 Act or the securities laws of any state of the United States. In connection with the issuance of the Broker Warrants to it, it represents, warrants and covenants that (i) it is acquiring the Broker Warrants as principal for its own account and not for the benefit of any other person; (ii) it is not a U.S. Person and is not acquiring the Broker Warrants in the United States, or on behalf of a U.S. Person or a person located in the United States; and (iii) the Agreement was executed and delivered outside the United States. It agrees that it will not engage in any Directed Selling Efforts with respect to any Broker Securities or Broker Warrants and they may not be offered, sold or exercised in the United States, or to or for the account or benefit of, U.S. Persons and acknowledges and agrees that the Broker Securities and Warrants (or shares upon exercise of Broker Warrants) have not been and will not be registered under the 1933 Act or the securities laws of any state of the United States; and

(q) at the Closing Time, it and its U.S. Affiliates will either (i) provide a certificate, substantially in the form of Annex 1 to this Schedule A, or (ii) be deemed to have represented and warranted to the Company as of the Closing Time that neither it nor they have offered or sold any of the Offered Securities to, or for the account or benefit of, persons in the United States or to U.S. Persons.

ANNEX 1 TO SCHEDULE A
UNDERWRITERS' CERTIFICATE

In connection with the private placement of Initial Units and Additional Securities, if any, (the "**Offered Securities**") of Decibel Cannabis Company Inc. (the "**Corporation**") in the United States, the undersigned, being one of the several Underwriters referred to in the underwriting agreement dated as of September 1, 2021, among the Corporation and the Underwriters (the "**Underwriting Agreement**"), and the placement agent in the United States for such Underwriter (the "**U.S. Affiliate**"), do hereby certify that:

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

2. we acknowledge that the Offered Securities have not been registered under the 1933 Act or any applicable state securities laws and may not be offered or sold within the United States except pursuant to an available exemption from the registration requirements of the 1933 Act and applicable state securities laws;

3. neither we nor our representatives have utilized, and neither we nor our representatives will utilize, any form of General Solicitation or General Advertising;

4. each offeree was provided with the U.S. Offering Memorandum, and we have not used and will not use any written material other than the U.S. Offering Memorandum;

5. immediately prior to transmitting any of the foregoing materials to offerees, we had reasonable grounds to believe and did believe that each offeree was a Qualified Institutional Buyer or U.S. Accredited Investor, and on the date hereof, we continue to believe that each offeree that purchases Securities from us is a Qualified Institutional Buyer or U.S. Accredited Investor;

6. we obtained and delivered to the Corporation, for acceptance at the Closing a duly executed QIB Certificate from each Qualified Institution Buyer and a duly executed U.S. Accredited Investor Certificate from each U.S. Accredited Investor; and

7. the offering of the Offered Securities has been conducted by us in accordance with the Underwriting Agreement, including Schedule A thereto.

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.

[INSERT NAME OF UNDERWRITER]	**[INSERT NAME OF U.S. AFFILIATE]**
By: _____	By: _____
Name:	Name:
Title:	Title: