

AGENCY AGREEMENT

August 12, 2020

Reconnaissance Energy Africa Ltd.
Suite 1500, 999 West Hastings Street
Vancouver, British Columbia
V6C 2W2

Attention: J. Jay Park, Chief Executive Officer

Dear Sir:

Haywood Securities Inc. (the “**Agent**”) understands that Reconnaissance Energy Africa Ltd. (the “**Company**”) proposes to issue and offer, pursuant to the Final Prospectus (as hereinafter defined) for sale a minimum of 8,571,428 units of the Company (the “**Offered Units**”) at a price of \$0.70 per Offered Unit (the “**Offering Price**”) for aggregate gross proceeds to the Company of a minimum of \$6,000,000 (the “**Minimum Offering**”) and up to a maximum of 31,428,571 Offered Units at the Offering Price for aggregate gross proceeds to the Company of a maximum of \$22,000,000 (the “**Maximum Offering**” and whether the Minimum Offering or the Maximum Offering, the “**Offering**”). Each Offered Unit will be comprised of one common share in the capital of the Company (each a “**Unit Share**” and collectively the “**Unit Shares**”) and one common share purchase warrant (each a “**Warrant**” and collectively the “**Warrants**”). Each Warrant will entitle the holder thereof to purchase one common share in the capital of the Company (a “**Warrant Share**”) at an exercise price of \$1.00 at any time prior to 5:00 p.m. (Vancouver time) on the date which is five years from the Closing Date (as hereinafter defined) (the “**Warrant Expiry Date**”), subject to adjustment in certain circumstances. In the event that the volume weighted average trading price of the Common Shares (as hereinafter defined) for 20 consecutive trading days on the TSX Venture Exchange (the “**TSXV**”) equals or exceeds \$3.00, the Company may, within 10 Business Days (as hereinafter defined) of the occurrence of such event, provide written notice to the holders of the Warrants by way of a news release, accelerating the expiry date of the Warrants from the Warrant Expiry Date to the date that is 30 days following the date of such notice. The Warrants will be duly and validly created and issued pursuant to, and be governed by, a warrant indenture (the “**Warrant Indenture**”) to be entered into between Computershare Trust Company of Canada (the “**Warrant Agent**”), in its capacity as warrant agent thereunder, and the Company to be dated as of the Closing Date. The description of the Warrants herein is a summary only and is subject to the specific attributes to be set forth in the Warrant Indenture. To the extent there is any inconsistency between the description of the terms of the Warrants contained in this Agreement (as hereinafter defined) and the Warrant Indenture, the terms set forth in the Warrant Indenture will govern.

In addition, the Company hereby grants the Agent an over-allotment option exercisable, in whole or in part, at any time and from time to time, at the sole discretion of the Agent, for a period of up to 30 days from the Closing Date, under which the Agent may purchase additional Offered Units (the “**Additional Units**”), to cover over-allotments, if any, and for market stabilization purposes (the “**Over-Allotment Option**”). The Over-Allotment Option may be exercised by the Agent to acquire Additional Units at the Offering Price. Unless the context otherwise requires, all references to “**Offered Units**”, “**Unit Shares**” and “**Warrants**” in this Agreement includes reference to the Additional Units, the additional Unit Shares comprising the Additional Units and the additional Warrants comprising the Additional Units that may be issued pursuant to the Over-Allotment Option.

Subject to the terms and conditions of this Agreement, the Agent proposes to offer the Offered Units and, if any, the Additional Units in: (i) the Qualifying Jurisdictions (as hereinafter defined) pursuant to the Final

Prospectus; (ii) in the United States or to, or for the account or benefit of, U.S. Persons (as hereinafter defined) only to a limited number of U.S. Accredited Investors (as hereinafter defined) pursuant to the exemption from registration provided by Rule 506(b) of Regulation D (as hereinafter defined) and in the manner specified in this Agreement and Schedule A hereto; and (iii) in such other foreign jurisdictions as the Agent and the Company may agree, in each case as agent of the Company, on a “commercially reasonable efforts” basis in the manner contemplated by this Agreement. The Agent understands: (i) that the Company has prepared and filed the Preliminary Prospectus (as hereinafter defined) to qualify the distribution of the Offered Units and Compensation Options (as hereinafter defined) in each of the Qualifying Jurisdictions and has received the Preliminary Receipt (as hereinafter defined) therefor; and (ii) that the Company has prepared and will file the Final Prospectus (as hereinafter defined) to qualify the distribution of the Offered Units and the Compensation Options in each of the Qualifying Jurisdictions promptly after the execution of this Agreement.

The parties acknowledge that the Offered Units, the Unit Shares, the Warrants and the Warrant Shares have not been and will not be registered under the U.S. Securities Act (as hereinafter defined) or the securities laws of any state of the United States and may not be offered or sold in the United States, or to or for the account or benefit of, U.S. Persons (as hereinafter defined), except pursuant to exemptions from the registration requirements of the U.S. Securities Act and the applicable laws of any state of the United States and only in the manner specified in this Agreement and pursuant to the representations, warranties, acknowledgments, agreements and covenants of the Company, the Agent and the U.S. Affiliate (as hereinafter defined) contained in Schedule A hereto. All actions to be undertaken by the Agent in the United States or to, or for the account or benefit of, U.S. Persons in connection with the matters contemplated herein shall be undertaken through the U.S. Affiliate and using the U.S. Offering Documents (as hereinafter defined), as applicable. The Compensation Options, the Compensation Units (as hereinafter defined), the Compensation Shares (as hereinafter defined), the Compensation Option Warrants (as hereinafter defined) and the Compensation Option Warrant Shares (as hereinafter defined) issued to the Agent, as applicable, have not been and will not be registered under the U.S. Securities Act (as hereinafter defined) or the securities laws of any state of the United States and may not be offered or sold in the United States, or to or for the account or benefit of, U.S. Persons (as hereinafter defined).

The Agent acknowledges that the Compensation Options may not be exercised in the United States or by, or for the account or benefit of, any U.S. Person or person in the United States, except pursuant to an exemption from the registration requirements of the U.S. Securities Act available at the time of exercise, if any. In connection with the issuance of the Compensation Options, the Compensation Units, the Compensation Shares and the Compensation Option Warrants, as the case may be, the Agent represents and warrants that: (i) it is not a U.S. Person and it is not acquiring the Compensation Options and will not be acquiring the Compensation Units, the Compensation Shares and the Compensation Option Warrants, as the case may be, in the United States, or on behalf of a U.S. Person or a person located in the United States; (ii) this Agreement was executed and delivered outside the United States; and (iii) it is acquiring the Compensation Options, the Compensation Units, the Compensation Shares and the Compensation Option Warrants, as the case may be, as principal for its own account and not for the benefit of any other person.

The Agent shall be entitled (but not obligated), in connection with the Offering to retain as sub-agent other registered securities dealers and may receive subscriptions for Offered Units from subscribers from other registered dealers, at no additional cost to the Company. The fee payable to any such Selling Firms (as hereinafter defined) shall be for the account of the Agent.

The following are the terms and conditions of the Agreement between the Company and the Agent:

Section 1 Definitions and Interpretation

(a) In this Agreement:

“**affiliate**”, “**associate**”, “**distribution**”, “**material change**”, “**material fact**”, “**misrepresentation**” and “**person**” have the respective meanings given to them in the *Securities Act* (British Columbia);

“**Agent**” has the meaning given to that term in the first paragraph of this Agreement;

“**Agent’s Fee**” has the meaning given to that term in Section 4(a) of this Agreement;

“**Agent’s Information**” has the meaning given to that term in Section 10(a) of this Agreement;

“**Agreement**” means this agency agreement dated August 12, 2020 between the Company and the Agent, as the same may be supplemented, amended and/or restated from time to time;

“**Annual Financial Statements**” means the audited consolidated financial statements of the Company for the financial year ended December 31, 2019 and for the period from May 10, 2018 (inception) to December 31, 2018, together with the notes thereto and the independent auditor’s report thereon;

“**Anti-Money Laundering Laws**” has the meaning given to that term in Section 10(tt) of this Agreement;

“**Auditors**” means Deloitte LLP, Chartered Professional Accountants;

“**Authorizations**” means all applicable licences, permits, approvals, consents, certificates, registrations and authorizations (whether governmental, regulatory or otherwise);

“**BCSC**” means the British Columbia Securities Commission, the principal regulator of the Company pursuant to NP 11-202;

“**Business Day**” means a day other than a Saturday, Sunday or any other day on which the principal chartered banks located in Vancouver, British Columbia and Calgary, Alberta are not open for business;

“**Canadian Securities Laws**” means, collectively, all applicable securities Laws of each of the Qualifying Jurisdictions and all rules and policies of the TSXV;

“**CFPOA**” has the meaning given to that term in Section 10(sss) of this Agreement;

“**Change of Control**” means: (i) any transaction (whether by purchase, merger or otherwise) whereby a person or persons acting jointly or in concert directly or indirectly acquires the right to cast, at a general meeting of shareholders of the Company, more than 50% of the votes that may be ordinarily cast at a general meeting; (ii) the Company’s amalgamation, consolidation or merger with or into any other person, any merger of another person into the Company, unless the holders of voting securities of the Company immediately prior to such amalgamation, consolidation or merger hold securities representing 50% or more of the voting control or direction in the Company, or the successor entity upon completion of the amalgamation, consolidation or merger; or (iii) any

conveyance, transfer, sale lease or other disposition of all or substantially all of the assets and properties of the Company and the Subsidiaries, taken as a whole, to another arm's length person;

"Claim" has the meaning given to that term in Section 16(a) of this Agreement;

"Closing" means the completion of the issue and sale by the Company of the Offered Units pursuant to this Agreement;

"Closing Date" means August 19, 2020 or such other date as the Company and the Agent may agree, each acting reasonably;

"Closing Time" means 5:00 a.m. (Vancouver time) on the Closing Date;

"Common Shares" means the common shares in the capital of the Company;

"Company" has the meaning given to that term in the first paragraph of this Agreement;

"Compensation Options" has the meaning given to that term in Section 4(b) of this Agreement;

"Compensation Shares" means the Common Shares comprising a portion of the Compensation Units;

"Compensation Units" means the units of the Company issuable upon exercise of the Compensation Options, which are comprised of one Compensation Share and one Compensation Option Warrant;

"Compensation Option Warrant Shares" means the Common Shares issuable upon exercise of the Compensation Option Warrants;

"Compensation Option Warrants" means the common share purchase warrants comprising a portion of the Compensation Units, which shall be created pursuant to and governed by the terms and conditions of the Warrant Indenture and shall be on the same terms as the Warrants;

"Contract" means any contract, commitment, agreement (written or oral), instrument, lease or other document to which the Company or any Subsidiary is a party or to which any of their property or assets are otherwise bound;

"COVID-19 Outbreak" has the meaning given to that term in Section 10(u) of this Agreement;

"Due Diligence Session" has the meaning given to that term in Section 5 of this Agreement;

"Employment Laws" has the meaning given to that term in Section 10(jjj) of this Agreement;

"Employment Plans" has the meaning given to that term in Section 10(mmm) of this Agreement;

"Environmental Laws" means any Laws respecting pollution or protection of human health, the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including, without limitation, laws and regulations relating to the release or threatened release of Hazardous Materials or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials;

"FCPA" has the meaning given to that term in Section 10(sss) of this Agreement;

“Final Prospectus” means the (final) short form prospectus of the Company, including the documents incorporated by reference therein, to be approved, signed and certified in accordance with Canadian Securities Laws relating to the qualification for distribution of the Offered Units, the Compensation Options and the Over-Allotment Option under Canadian Securities Laws;

“Final Receipt” means a receipt for the Final Prospectus issued in accordance with the Passport System;

“Final U.S. Offering Memorandum” means the final U.S. private placement memorandum which contains, among other items, “Exhibit I – U.S. Purchaser’s Letter for Accredited Investors” to be executed by U.S. Purchasers and which shall also include the Final Prospectus, each used to make offers and sales of the Offered Units in the United States or to, or for the account or benefit of, U.S. Persons, and only to U.S. Accredited Investors;

“FSMA” has the meaning given to that term in Section 6(b) of this Agreement;

“Governmental Authority” means and includes, without limitation, any governmental authority and includes, without limitation, any international, national or federal government, province, state, municipality or other political subdivision of any of the foregoing, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any corporation or other entity owned or controlled (through stock or capital ownership or otherwise) by any of the foregoing;

“Governmental Official” means (i) any official, officer, employee or representative of, or any person acting in an official capacity for or on behalf of, any Governmental Authority, (ii) any salaried political party official, elected member of political office or candidate for political office, or (iii) any company, business, enterprise or other entity owned or controlled by any person described in the foregoing clauses;

“Hazardous Materials” means chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum or petroleum products;

“IFRS” means International Financial Reporting Standards as issued by the International Accounting Standards Board, or any successor entity, applicable as at the date on which such principles are applied;

“including” means including without limitation;

“Indebtedness” means all indebtedness for borrowed money or for the deferred purchase price of property or services (including any guarantees in respect of the foregoing, reimbursement and all other obligations with respect to surety bonds, letters of credit and bankers’ acceptances, whether or not matured);

“Indemnified Party” has the meaning given to that term in Section 16(a) of this Agreement;

“Intellectual Property” means all proprietary rights provided in law and at equity in respect of patents, trademarks, copyrights, industrial designs, software, trade secrets, know-how, concepts, information and other intellectual and industrial property;

“Interest” has the meaning given to that term in Section 10(kk) of this Agreement;

“Interim Financial Statements” means the unaudited condensed consolidated interim financial statements of the Company for the three month periods ended March 31, 2020 and 2019, together with the notes thereto;

“knowledge of” (or similar phrases) means the knowledge of J. Jay Park, Carlos Escribano, Scot Evans and Doug Allen, after due and diligent inquiry;

“Laws” means all other statutes, regulations, statutory rules, orders, by-laws, codes, ordinances, decrees, the terms and conditions of any grant of approval, permission, authority or licence, or any judgment, order, decision, ruling, award, policy or guideline, of any Governmental Authority, and the term “applicable” with respect to such Laws and in the context that refers to one or more persons, means that such Laws apply to such person or persons or its or their business, undertaking, property or securities and emanate from a Governmental Authority, having jurisdiction over the person or persons or its or their business, undertaking, property or securities;

“Lien” means any mortgage, charge, pledge, hypothecation, security interest, assignment, lien (statutory or otherwise), charge, title retention agreement or arrangement, restrictive covenant or other encumbrance of any nature, or any other arrangement or condition which, in substance, secures payment or performance of an obligation;

“Marketing Materials” has the meaning given to that term in NI 41-101;

“Material Adverse Effect” means any change, effect, event, occurrence or circumstances which:

- (i) is or could reasonably be expected to be material and adverse to the business, operations, revenues, capital, properties, results of operations, affairs, assets, capitalization, condition (financial or otherwise), prospects, rights or liabilities (contingent or otherwise) of the Company and the Subsidiaries (taken as a whole);
- (ii) would or could reasonably be expected to impair the ability of the Company to consummate the transactions contemplated hereby or to duly observe and perform its obligations contained in this Agreement; or
- (iii) would or could reasonably be expected to result in the Offering Documents containing a misrepresentation;

“Material Premises” has the meaning given to that term in Section 10(ooo) of this Agreement;

“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 51-101 – *Standards of Disclosure for Oil and Gas Activities*;

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

“OFAC” has the meaning given to that term in Section 10(uuu) of this Agreement;

“Offered Units” has the meaning given to that term on the first page of this Agreement;

“**Offering**” has the meaning given to that term on the first page of this Agreement;

“**Offering Documents**” means, collectively, the Marketing Materials, the Preliminary Prospectus, the Final Prospectus, the Preliminary U.S. Offering Memorandum, the Final U.S. Offering Memorandum and any Supplementary Material;

“**Over-Allotment Notice**” has the meaning given to that term in Section 14(a) of this Agreement;

“**Passport System**” means the system and procedures for prospectus filing and review under Multilateral Instrument 11-102 – *Passport System*;

“**Preliminary Prospectus**” means the preliminary short form prospectus of the Company dated July 29, 2020, including the documents incorporated by reference therein, approved, signed and certified in accordance with Canadian Securities Laws, relating to the qualification for distribution of the Offered Units, the Compensation Options and the Over-Allotment Option under Canadian Securities Laws;

“**Preliminary Receipt**” means the receipt dated August 4, 2020 for the Preliminary Prospectus issued in accordance with the Passport System;

“**Preliminary U.S. Offering Memorandum**” means the preliminary U.S. private placement memorandum which contains, among other items, a draft “Exhibit I – U.S. Purchaser’s Letter for Accredited Investors” and which shall also include the Preliminary Prospectus, each used to make offers of the Offered Units in the United States or to, or for the account or benefit of, U.S. Persons, and only to U.S. Accredited Investors;

“**President’s List**” means the list of purchasers provided in writing to the Agent prior to the Closing Date;

“**Public Record**” means all information filed by or on behalf of the Company with the Securities Commissions, including without limitation the documents incorporated by reference in the Final Prospectus and any other information filed with any Securities Commission since December 31, 2019, in compliance or intended compliance, with Canadian Securities Laws;

“**Qualifying Jurisdictions**” means each of the provinces of Canada, other than Québec;

“**SEC**” means the United States Securities and Exchange Commission;

“**Securities**” means the Offered Units, the Unit Shares, the Warrants, the Warrant Shares, the Compensation Options, the Compensation Units, the Compensation Shares, the Compensation Option Warrants and the Compensation Option Warrant Shares;

“**Securities Commissions**” means collectively, the applicable securities commission or securities regulatory authority in each of the Qualifying Jurisdictions;

“**SEDAR**” means the System for Electronic Document Analysis and Retrieval;

“**Selling Firm**” has the meaning given to that term in Section 6(a) of this Agreement;

“**Sproule**” means Sproule International Limited, a qualified reserves evaluator;

“**Sproule Report**” means the report titled “Estimation of Prospective Resources of Reconnaissance Energy Africa Ltd. in Botswana and Namibia (as of June 30, 2020)”;

“**Subsequent Financing**” has the meaning given to that term in Section 4(e) of this Agreement;

“**Subsidiaries**” means, collectively, 1163631 B.C. Ltd., 0408861 B.C. Ltd., Reconnaissance Energy International Corp., Reconnaissance Oil & Gas Corp., Reconnaissance Energy Namibia (Pty) Ltd. and Reconnaissance Energy Botswana (Pty) Ltd.;

“**subsidiary**” means a subsidiary for the purposes of the *Securities Act* (British Columbia);

“**Supplementary Material**” means, collectively: (i) any amendment to the Preliminary Prospectus or the Final Prospectus, or any amended or supplemental prospectus or ancillary materials that may be filed by or on behalf of the Company under Canadian Securities Laws relating to the qualification for distribution of the Offered Units, the Compensation Options and the Over-Allotment Option under Canadian Securities Laws, and (ii) any amendment to the Preliminary U.S. Offering Memorandum or the Final U.S. Offering Memorandum or any amended or supplemental placement memorandum or ancillary materials that may be circulated to prospective purchasers;

“**Tax Act**” means the *Income Tax Act* (Canada);

“**Taxes**” means all taxes (including income tax, capital tax, payroll taxes, employer health tax, workers’ compensation payments, property taxes, sales taxes, custom and land transfer taxes), duties, royalties, levies, imposts, assessments, reassessments, deductions, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto;

“**Transaction Documents**” means this Agreement, the Warrant Indenture and the certificates representing the Warrants, the Compensation Options and the Compensation Option Warrants;

“**TSXV**” has the meaning given to that term in the first paragraph of this Agreement;

“**Unit Shares**” has the meaning given to that term in the first paragraph of this Agreement;

“**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;

“**U.S. Accredited Investor**” means an “accredited investor” that satisfies one or more of the criteria set forth in Rule 501(a) of Regulation D under the U.S. Securities Act;

“**U.S. Affiliate**” means the Agent’s duly registered broker-dealer affiliate in the United States and under the securities laws of each state in which such offers and sales were or will be made (unless exempted from the respective state’s broker-dealer registration requirements), and a member in good standing with the Financial Industry Regulatory Authority, Inc.;

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

“**U.S. Offering Documents**” means, collectively, the Preliminary U.S. Offering Memorandum and the Final U.S. Offering Memorandum and any schedules, exhibits or appendix thereto;

“**U.S. Person**” has the meaning ascribed thereto in Rule 902(k) of Regulation S promulgated under the U.S. Securities Act;

“**U.S. Securities Act**” means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder;

“**U.S. Securities Laws**” collectively, all Laws of the United States respecting securities matters, including without limitation, the U.S. Securities Act, the U.S. Exchange Act, the rules of the SEC and any applicable state securities laws;

“**Warrant**” has the meaning ascribed to that term in the first paragraph of this Agreement;

“**Warrant Agent**” means Computershare Trust Company of Canada as warrant agent under the Warrant Indenture;

“**Warrant Indenture**” means the Warrant Indenture to be dated as of the Closing Date between the Company and the Warrant Agent, establishing the terms of the Warrants and the Compensation Option Warrants; and

“**Warrant Shares**” has the meaning given to that term in the first paragraph of this Agreement.

- (b) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Final Prospectus.
- (c) The schedules and exhibits to this Agreement form an integral part hereof and are hereby incorporated by reference herein.
- (d) The division of this Agreement into sections, subsections, paragraphs and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect the construction or the interpretation of this Agreement. Unless something in the subject matter or context is inconsistent therewith, references herein to sections, subsections, paragraphs and other subdivisions are to sections, subsections, paragraphs and other subdivisions of this Agreement.
- (e) Unless otherwise expressly provided in this Agreement, (i) words importing only the singular number include the plural and vice versa and words importing gender include all genders; and (ii) all references to dollars or “\$” are to Canadian dollars.

Section 2 Compliance with Securities Laws

- (a) As of the date of this Agreement, (i) the Company has prepared and filed the Preliminary Prospectus and other required documents, including, without limitation, any Marketing Materials prepared in connection with the Offering, with the Securities Commissions under Canadian Securities Laws pursuant to the Passport System and NP 11-202 and has obtained the Preliminary Receipt from the BCSC, as principal regulator under the Passport System and NP 11-202, evidencing that a receipt has been issued with respect to the Preliminary Prospectus from each of the Securities Commissions, and (ii) the Company has addressed the comments made by the Securities Commissions in respect of the Preliminary Prospectus and has been cleared by all of the Securities Commissions to file the Final Prospectus.
- (b) The Company will, promptly following the execution of this Agreement and by no later than 2:00 p.m. (Vancouver time) on the date hereof, prepare and file the Final Prospectus, in form and

substance satisfactory to the Agent, with the Securities Commissions under the Canadian Securities Laws, together with the required supporting documents, and will obtain the Final Receipt from the BCSC, as principal regulator, evidencing that a receipt has been issued with respect to the Final Prospectus from each of the Securities Commissions or otherwise fulfill all legal requirements to enable the Offered Units to be offered and sold to the public in each of the Qualifying Jurisdictions through the Agent or its registered affiliates. In addition, the Company will take all other steps and proceedings that may be necessary in order to qualify the Offered Units for distribution in each of the Qualifying Jurisdictions by the Agent or its registered affiliates and any other persons who are registered in a category permitting them to distribute the Offered Units under Canadian Securities Laws and who comply with the Canadian Securities Laws.

- (c) The Preliminary U.S. Offering Memorandum has been, and the Final U.S. Offering Memorandum will be, prepared by the Company and provided to and approved by the Agent to be used for offers and sales in the United States and to U.S. Persons, in conformity with customary market practice for a U.S. private placement exempt from registration under the U.S. Securities Act.
- (d) During the distribution of the Offered Units:
 - (i) the Company shall prepare, in consultation with the Agent, and approve in writing, prior to such time any Marketing Materials are provided to potential investors in Offered Units, a template version of any Marketing Materials reasonably requested to be provided by the Agent to any such potential investor, such Marketing Materials to comply with Canadian Securities Laws and to be acceptable in form and substance to the Agent, acting reasonably;
 - (ii) the Agent shall, as contemplated by Canadian Securities Laws, approve a template version of any such Marketing Materials in writing prior to the time such Marketing Materials are provided to potential investors in Offered Units;
 - (iii) the Company shall file a template version of any Marketing Materials on SEDAR as soon as reasonably practicable after such Marketing Materials are so approved in writing by the Company and the Agent and, in any event, on or before the day the Marketing Materials are first provided to any potential investor in Offered Units, and any comparables (as defined in NI 41-101) shall be removed from the template version in accordance with NI 44-101 prior to filing such on SEDAR (provided that if any such comparables are removed, the Company shall deliver a complete template version of any such Marketing Materials to the Securities Commissions), and the Company shall provide a copy of such filed template version to the Agent as soon as practicable following such filing; and
 - (iv) following the approvals and filings set forth in Sections 2(d)(i) to 2(d)(iii) above, the Agent may provide a limited-use version of such Marketing Materials to potential investors in Offered Units in accordance with Canadian Securities Laws.
- (e) The Company and the Agent covenant and agree that during the distribution of the Offered Units:
 - (i) not to provide any potential investor in the Offered Units with any Marketing Materials unless a template version of such materials has been filed by the Company with the Securities Commissions on or before the day such Marketing Materials are first provided to any potential investor in the Offered Units; and
 - (ii) not to provide any potential investor with any materials or information in relation to the distribution of the Offered Units or the Company, other than: (A) such Marketing Materials

that have been approved and filed in accordance with Section 2(d); (B) the Final Prospectus; and (C) any standard term sheet (as such term is defined in NI 41-101) approved in writing by the Company and the Agent. For greater certainty, the Company and the Agent acknowledge that the template versions of the Marketing Materials dated August 4, 2020 and filed with the Securities Commission on such date have been approved by the Company and the Agent.

- (f) The Company and the Agent covenant and agree that each purchaser will purchase the Offered Units and the Company will issue and sell the Offered Units in the Qualifying Jurisdictions, pursuant to the Final Prospectus, and in such other jurisdictions as permitted under this Agreement where they may be lawfully offered and sold and in accordance with such local laws as may be agreed to in writing by the Company and the Agent. The Agent may arrange for the purchase of Offered Units in the United States, or to or for the account or benefit of U.S. Persons, through its U.S. Affiliate(s) and the United Kingdom as permitted under this Agreement, provided that such sales are made in accordance with the applicable securities laws of such jurisdictions.
- (g) Any press release announcing or otherwise concerning the Offering shall include an appropriate notation as follows: “NOT FOR DISTRIBUTION TO U.S. NEWSWIRE SERVICES OR FOR RELEASE, PUBLICATION, DISTRIBUTION OR DISSEMINATION DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, IN OR INTO THE UNITED STATES”. In addition, any such press release shall contain the following disclaimer: “This news release does not constitute an offer to sell or a solicitation of an offer to sell any of the securities in the United States. The securities have not been and will not be registered under the United States Securities Act of 1933, as amended (the “U.S. Securities Act”) or any state securities laws and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. Persons unless registered under the U.S. Securities Act and applicable state securities laws or an exemption from such registration is available.”

Section 3 Appointment of the Agent

Subject to the terms and conditions of this Agreement, the Company hereby appoints the Agent, and the Agent agrees to act as the exclusive agent of the Company, to offer the Offered Units for sale to the public in the Qualifying Jurisdictions on a “commercially reasonable efforts” basis and to arrange for the sale of Offered Units to purchasers on behalf of the Company. The Offered Units will be offered and sold: (i) pursuant to the Final Prospectus in the Qualifying Jurisdictions, and (ii) in such other jurisdictions where they may be lawfully offered and sold and in accordance with such local laws as may be agreed to in writing by the Company and the Agent. The Company shall issue and sell the Offered Units at the Closing Time, in accordance with and subject to the provisions of this Agreement and the Final Prospectus. It is understood and agreed by the parties that the Agent shall act as agent only and at no time shall the Agent have any obligation whatsoever to purchase Offered Units as principal.

Section 4 Agent’s Fee and Right of Future Participation

- (a) In consideration for the Agent’s services provided hereunder including but not limited to acting as the Company’s agent in arranging for the sale of the Offered Units, assisting it in the preparation of the Offering Documents and performing administrative work in connection with the sales of the Offered Units, the Company will pay a cash fee (the “**Agent’s Fee**”), by deduction from the gross proceeds paid by the Agent to the Company, an amount equal to 6.0% of the total gross proceeds for Offered Units sold pursuant to the Offering to purchasers other than those on the President’s List, for whom the Agent’s Fee shall be reduced to 1.5%.

- (b) As further consideration for their services hereunder, the Company will issue to the Agent, on the Closing Date, such number of non-transferable compensation options (the “**Compensation Options**”) as is equal to 6.0% of the number of Offered Units sold pursuant to the Offering to purchasers other than those on the President’s List. No Compensation Options will be issued to the Agent with respect to Offered Units sold pursuant to the Offering to purchasers on the President’s List. Each Compensation Option will be exercisable to acquire one Compensation Unit.
- (c) The distribution of the Compensation Options to the Agent will be qualified under the Final Prospectus.
- (d) The Compensation Options will be exercisable for a period of five years following the Closing Date at a price equal to the Offering Price. The other terms governing the Compensation Options will be set out in the certificates representing the Compensation Options and the Compensation Option Warrants, the form of which will be subject to the approval of the Company and the Agent, acting reasonably, and will include provisions for the appropriate adjustment in the class, number and price of the securities issuable upon exercise of the Compensation Options upon the occurrence of certain events, including upon any subdivision, consolidation or reclassification of the Common Shares, payment of stock dividends or amalgamation of the Company.
- (e) Upon Closing of the Minimum Offering, the Company shall grant the Agent a right of first refusal to act as agent or underwriter, as applicable, with respect to any subsequent brokered offering of equity or debt securities by the Company (a “**Subsequent Financing**”) for a period of 90 days after the Closing Date, with a minimum of 40% of any syndicate to be formed in respect thereof, such transaction subject to the Company and the Agent agreeing to mutually acceptable fee arrangements, acting reasonably and in good faith. The Company shall provide the Agent notice of any Subsequent Financing and the Agent shall have an opportunity to respond to the Company within 48 hours that it is desirous of acting as agent or underwriter, or participating, as the case may be, in such Subsequent Financing on behalf of the Company. If the Agent declines in writing or does not respond within the aforesaid 48 hour period, the Company may proceed with such Subsequent Financing through another investment dealer, provided that the arrangements with such investment dealer are entered into within 48 hours thereafter and provided further that the terms and conditions of any such engagement shall be no more favourable to such other investment dealer than the terms and conditions offered to the Agent.

Section 5 Due Diligence

Up until the Closing Time, the Company shall allow the Agent to participate fully in the preparation of such documents and shall allow the Agent to conduct all due diligence which the Agent may reasonably require in order to fulfill its obligations as agent and in order to enable the Agent to responsibly execute any certificate related to such documents required to be executed by them under Canadian Securities Laws. Without limiting the scope of the due diligence inquiry the Agent (or its counsel) may conduct, the Company shall use its commercially reasonable efforts to make available its directors, senior management, the Auditors, resource evaluators and counsel to answer any questions which the Agent may have and to participate in one or more due diligence sessions to be held in connection with the Offering (collectively, the “**Due Diligence Session**”). The Agent shall distribute a list of written questions to be answered in advance of such Due Diligence Session and the Company shall provide written responses to such questions and shall use its reasonable commercial efforts to have the Auditors, resource evaluators and counsel provide written responses to such questions in advance of the Due Diligence Session.

Section 6 Distribution and Certain Obligations of the Agent

- (a) The Agent shall, and shall require any duly registered and in good standing (in each applicable jurisdiction where it acts) investment dealer or broker which has a contractual relationship with the Agent in respect of the distribution of the Offered Units (each, a “**Selling Firm**”) to agree to, comply with applicable Law in connection with the distribution hereof and shall offer the Offered Units for sale to the public directly and through Selling Firms upon the terms and conditions set out in the Final Prospectus and this Agreement. The Agent shall, and shall require any Selling Firm to, offer for sale to the public and sell the Offered Units only in the Qualifying Jurisdictions and in such other jurisdictions outside of Canada, the United States and the United Kingdom as may be agreed to in writing by the Company where they may be lawfully offered for sale or sold and pursuant to the same manner and method set forth in this Agreement applicable to the Agents and, as applicable, U.S. Affiliate.
- (b) The Agent shall not, and shall require any Selling Firm to agree not to, directly or indirectly, solicit offers to purchase the Offered Units or deliver any document or effect any communication in or into the United Kingdom which would require a prospectus be approved by the United Kingdom Financial Conduct Authority under Section 87A of the Financial Services and Markets Act 2000, as amended (the “**FSMA**”) or so as to breach Section 21 of the FSMA, and in particular, shall neither take nor permit directly or indirectly any action which will result in the offer or distribution of the Offered Units or any communication in respect thereof being made to persons in the United Kingdom who are not “qualified investors” (as defined in Section 86(7) of the FSMA) who are acting as principal (or in circumstances where Section 86(2) of the FSMA applies) and who also fall within the categories of persons referred to in Articles 19(5) (investment professionals) or 49(2) (high net worth companies, unincorporated associations, etc.) of the Financial Services and Markets Act 2000 (Financial Promotions) Order 2005 (as amended) and shall comply with all other applicable provisions of the FSMA with respect to anything done by it, directly or indirectly, in relation to the Offered Units in, from or otherwise involving the United Kingdom.
- (c) The Agent shall: (i) use commercially reasonable efforts to complete and cause each Selling Firm to complete the distribution of the Offered Units as soon as reasonably practicable; and (ii) promptly notify the Company when, in their opinion, the Agent and the Selling Firms have ceased distribution of the Offered Units and provide a breakdown of the number of Offered Units distributed in each of the Qualifying Jurisdictions.
- (d) The Agent shall, and shall require any Selling Firm to agree to, distribute the Offered Units only through appropriately registered investment dealers or brokers and in a manner which complies with and observes all applicable Laws in each jurisdiction into and from which they may offer to sell the Offered Units or distribute the Offering Documents in connection with the distribution of the Offered Units and will not, directly or indirectly, offer, sell or deliver any Offered Units or deliver the Offering Documents to any person in any jurisdiction other than in the Qualifying Jurisdictions except in such other jurisdictions as may be agreed in writing by the Company and in a manner which will not require the Company to comply with the registration, prospectus, filing, continuous disclosure or other similar requirements under the applicable Laws of such other jurisdictions or pay any unreasonable filing fees which relate to such other jurisdictions.
- (e) The Agent shall, and shall require any Selling Firm to, in connection with the Offering, agree to provide any purchaser of Offered Units with a copy of the applicable Offering Documents.
- (f) For the purposes of this Section 6, the Agent shall be entitled to assume that the Offered Units are qualified for distribution in any Qualifying Jurisdiction where a receipt or similar document for the

Final Prospectus shall have been obtained from the applicable Securities Commission (including a receipt for the Final Prospectus issued under the Passport System and NP 11-202) following the filing of the Final Prospectus unless otherwise notified in writing.

- (g) Closing is subject to the Minimum Offering being obtained. All funds received by the Agent for subscriptions will be held in trust by the Agent until the Minimum Offering has been obtained or will be returned to the subscribers without interest or deduction if the Minimum Offering is not obtained within the period of time required to complete the Offering pursuant to Canadian Securities Laws, unless the subscribers have otherwise instructed the Agent.

Section 7 United States Offering Restrictions

The Agent may arrange for the purchase of Offered Units in the United States and to, or for the account or benefit of, U.S. Persons that are U.S. Accredited Investors pursuant to this Agreement and available exemptions from the registration requirements of the U.S. Securities Act provided by Rule 506(b) of Regulation D and any applicable state securities laws and in compliance with applicable Laws and Schedule A hereto acting through its U.S. Affiliate.

Section 8 Conditions of the Offering

The Agent's offer to arrange for the purchase of the Offered Units on a "commercially reasonable efforts" basis is subject to the representations and warranties of the Company contained in this Agreement being true and correct in all material respects (or, in the case of any representation or warranty containing a materiality or Material Adverse Effect qualification, in all respects) as of the date of this Agreement and as of the Closing Time (including any Closing in respect of any exercise of the Over-Allotment Option), the performance by the Company of its obligations under this Agreement and each of the following conditions:

- (a) the Final Prospectus having been filed with the Securities Commissions and a Final Receipt having been obtained by the Company from the BCSC, as principal regulator, evidencing that a receipt has been issued with respect to the Final Prospectus from each of the Securities Commissions;
- (b) the Agent shall, in its sole discretion, be satisfied with its due diligence review of the Company and the Subsidiaries, and the Agent shall not have discovered and disclosed to the Company on or prior to the Closing Date that the Offering Documents or any amendment or supplement thereto contains an untrue statement of fact which is material or omits to state any fact which is material and is necessary in order to make the statements, in the light of the circumstances in which they were made, not misleading;
- (c) the Company delivering to the Agent, at the Closing Time, a certificate dated the Closing Date addressed to the Agent and signed by its Chief Executive Officer and Chief Financial Officer, or such other officers of the Company as the Agent may agree, in a form satisfactory to the Agent, acting reasonably, certifying for and on behalf of the Company and without personal liability, after having made due enquiries and after having carefully examined the Offering Documents, that:
 - (i) it has complied, in all material respects, with all the covenants and satisfied, in all material respects, all the terms and conditions of this Agreement on its part to be complied with and satisfied at or prior to the Closing Time;
 - (ii) its representations and warranties contained in this Agreement and any certificate delivered hereunder are true and correct in all material respects (or, in the case of any representation or warranty containing a materiality or Material Adverse Effect qualification, in all

respects) as at the Closing Time, with the same force and effect as if made as at the Closing Time, after giving effect to the transactions contemplated by this Agreement;

- (iii) receipts have been issued by the Securities Commissions for the Final Prospectus and no order, ruling or determination having the effect of ceasing the trading or suspending the sale of the Offered Units or any other securities of the Company has been issued by any Governmental Authority and is continuing in effect and no proceedings for such purpose have been instituted or are pending or, to the knowledge of such officers, contemplated or threatened under any Canadian Securities Laws or by any Governmental Authority;
- (iv) (A) there has been no material change (actual, anticipated, contemplated, or threatened) in the assets, liabilities (contingent or otherwise), business, affairs, operations, prospects, capital or control of the Company and the Subsidiaries, taken as a whole; (B) no transaction has been entered into by either the Company or any of the Subsidiaries which is material to the Company and the Subsidiaries on a consolidated basis, other than as disclosed in the Final Prospectus or the Supplementary Material, as the case may be; and (C) no event of a nature referred to in Section 15(a), Section 15(b) or Section 15(c) excluding any determination as to the occurrence of such required to be made by the Agent, has occurred or is pending since the date of this Agreement or, to the knowledge of such officers, is contemplated or threatened; and
- (v) there has been no change in any material fact (which includes the disclosure of any previously undisclosed material fact) contained in the Final Prospectus, as amended by any Supplementary Material, which material fact or change is of such a nature as to render any statement in the Offering Documents misleading or untrue in any material respect or which would result in a misrepresentation in the Offering Documents;
- (d) the Agent shall have received at the Closing Time a legal opinion dated the Closing Date, in form and substance satisfactory to the Agent, acting reasonably, addressed to the Agent from the Company's Namibian counsel, confirming that Reconnaissance Energy Namibia Pty Ltd. has good and marketable title to the Namibia Licensed Property as described in the Final Prospectus;
- (e) the Agent shall have received at the Closing Time a legal opinion dated the Closing Date, in form and substance satisfactory to the Agent, acting reasonably, addressed to the Agent from the Company's Botswanan counsel, confirming that Reconnaissance Energy Botswana (Pty) Ltd. has good and marketable title to the Botswana Licensed Property as described in the Final Prospectus;
- (f) the Agent shall have received at the Closing Time a legal opinion dated the Closing Date, in form and substance satisfactory to the Agent, acting reasonably, addressed to the Agent from Cassels Brock & Blackwell LLP, Canadian counsel to the Company, as to the Laws of Canada and the Qualifying Jurisdictions, which counsel in turn may rely upon the opinions of local counsel where it deems such reliance proper as to the Laws of any of the provinces of Canada (or alternatively, make arrangements to have such opinions directly addressed to the Agent, and all of such 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 incorporation, existence and good standing of the Company under the Laws of the Province of British Columbia;

- (ii) as to the corporate power and capacity of the Company to enter into the Transaction Documents and to carry out its obligations hereunder and thereunder, including to issue and sell the Securities and to grant the Over-Allotment Option;
- (iii) as to the authorized and issued capital of the Company;
- (iv) that the Company has all requisite corporate power, capacity and authority to carry on its businesses as presently carried on and to own, operate and lease its property and assets as described in the Final Prospectus;
- (v) that all necessary corporate action has been taken by the Company to authorize (i) the execution and delivery of the Transaction Documents and the performance of its obligations hereunder and thereunder, and (ii) the delivery and, if applicable, the execution and filing of, the Preliminary Prospectus, the Final Prospectus, and, if applicable, any required Supplementary Material, under Canadian Securities Laws;
- (vi) that the attributes of the Securities conform in all material respects with the descriptions thereof in the Final Prospectus;
- (vii) the forms of definitive certificate representing the Unit Shares, the Warrants and the Compensation Options have been duly approved and adopted by the Company, comply with applicable Laws and the constating documents of the Company;
- (viii) that each of the Transaction Documents has been duly authorized, 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, subject to customary qualifications for enforceability;
- (ix) that the execution and delivery of each of the Transaction Documents and the performance by the Company of its obligations hereunder and thereunder, do not and will not contravene, constitute a default under, or result in any breach or violation of: (A) any term or provision of the constating documents of the Company; or (B) any Laws of the Province of British Columbia to which the Company is subject;
- (x) the issuance of the Warrant Shares upon the exercise of the Warrants is exempt from the prospectus requirements of Canadian Securities Laws and no filing, proceeding or Authorization is required to be made, taken or obtained under Canadian Securities Laws to permit such issuances;
- (xi) the issuance of the Compensation Shares and the Compensation Option Warrants upon the exercise of the Compensation Options and the issuance of the Compensation Option Warrant Shares upon the exercise of the Compensation Option Warrants is exempt from the prospectus requirements of Canadian Securities Laws and no filing, proceeding or Authorization is required to be made, taken or obtained under Canadian Securities Laws to permit such issuances;
- (xii) the Unit Shares have been duly authorized and issued and upon receipt by the Company of payment therefor as provided by this Agreement will be duly and validly issued and outstanding as fully paid and non-assessable Common Shares;

- (xiii) the Warrants have been validly created and duly authorized by the Company and upon their issuance in accordance with the terms of this Agreement and the Warrant Indenture, will constitute legally binding agreements of the Company, enforceable in accordance with the terms of the Warrant Indenture;
- (xiv) the Warrant Shares issuable upon the exercise of the Warrants have been authorized and allotted for issuance and, upon the due exercise of the Warrants in accordance with the terms of the Warrant Indenture and receipt by the Company of payment therefor, will be validly issued as fully paid and non-assessable Common Shares;
- (xv) the Compensation Options have been validly created and duly authorized by the Company and upon their issuance in accordance with the terms of this Agreement, will constitute a legally binding agreement of the Company, enforceable in accordance with the terms of the certificate representing such Compensation Options;
- (xvi) the Compensation Shares issuable upon the exercise of the Compensation Options have been authorized and allotted for issuance and, upon the due exercise of the Compensation Options in accordance with the terms thereof and receipt by the Company of payment therefor, will be validly issued as fully paid and non-assessable Common Shares;
- (xvii) the Compensation Option Warrants issuable upon the exercise of the Compensation Options have been validly created and duly authorized by the Company and upon their issuance in accordance with the terms of this Agreement, the certificate representing such Compensation Options, and the Warrant Indenture, will constitute legally binding agreements of the Company, enforceable in accordance with the terms of the Warrant Indenture;
- (xviii) the Compensation Option Warrant Shares issuable upon the exercise of the Compensation Option Warrants have been authorized and allotted for issuance and, upon the due exercise of the Compensation Option Warrants in accordance with the terms of the Warrant Indenture and receipt by the Company of payment therefor, will be validly issued as fully paid and non-assessable Common Shares;
- (xix) that the statements under the heading “*Eligibility for Investment*” in the Final Prospectus are accurate, subject to the assumptions, qualifications, limitations and restrictions set out therein;
- (xx) that, subject to the qualifications, assumptions, limitations and restrictions referred to in the Section entitled “*Certain Canadian Federal Income Tax Considerations*” in the Final Prospectus, the statements made therein, to the extent that such statements summarize matters of law or legal conclusions, fairly summarize the matters described therein in all material respects;
- (xxi) that all necessary documents have been filed, all requisite proceedings have been taken, all legal requirements have been fulfilled and all necessary Authorizations of the Securities Commissions have been obtained, in each case by the Company to qualify the Offered Units 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 laws;

- (xxii) that Computershare Trust Company of Canada at its principal office in the City of Vancouver has been duly appointed as the transfer agent and registrar for the Common Shares as well as the Warrant Agent under the Warrant Indenture;
 - (xxiii) that the Common Shares (including the Unit Shares, Warrant Shares, Compensation Shares and Compensation Option Warrant Shares) and the Warrants (including the Compensation Option Warrants) have been accepted for listing and posting for trading on the TSXV, subject only to customary listing conditions; and
 - (xxiv) the Company is a reporting issuer in each of the provinces of Canada, other than Québec;
- (g) if any Offered Units are sold to, or for the account or benefit of, persons in the United States or U.S. Persons under the Offering, the Agent shall have received at the Closing Time a customary favourable legal opinion, from Neal, Gerber & Eisenberg LLP, U.S. counsel to the Company, addressed to the Agent dated the Closing Date, in form and substance and subject to customary qualifications satisfactory to the Agent, acting reasonably, which counsel may rely on the representations and warranties of the Company and the Agent in this Agreement (and any schedule or exhibit thereto) and of the U.S. Affiliate(s) in the Agent's Certificates, to the effect that the offer and sale of the Offered Units to, or for the account or benefit of, persons in the United States or U.S. Persons are not required to be registered under the U.S. Securities Act, provided that such offers and sales are made in accordance with this Agreement, including Schedule "A" to this Agreement (and any schedule or exhibit thereto); it being understood that such counsel may rely, to the extent appropriate in the circumstances, as to matters of fact on certificates of officers of the Company and others;
- (h) the Agent shall have received at the Closing Time a legal opinion dated the Closing Date, in form and substance satisfactory to the Agent, acting reasonably, addressed to the Agent, from counsel to the Subsidiaries (who may rely, to the extent appropriate in the circumstances, as to matters of fact, on certificates of officers), that: (i) each of the Subsidiaries is a corporation existing under the Laws of its jurisdiction of organization, and has all requisite corporate capacity, power and authority to carry on its business as now conducted and to own, lease and operate its assets and properties; and (ii) all of the issued and outstanding shares of capital of each of the Subsidiaries are registered in the name of or beneficially owned by the Company;
- (i) the Agent receiving at the Closing Time a certificate, dated as of the Closing Date, signed by the Chief Executive Officer or the Chief Financial Officer of the Company (or such other officer as the Agent may agree to), in form and substance satisfactory to the Agent, acting reasonably, certifying for and on behalf of the Company and without personal liability, with respect to:
- (i) the Notice of Articles and Articles of the Company;
 - (ii) the resolutions of the board of directors of the Company relevant to this Agreement, the Warrant Indenture, the Offering and to the authorization, offer, issue, sale and delivery of the Securities and other agreements and transactions contemplated herein; and
 - (iii) the incumbency and specimen signatures of signing officers of the Company;
- (j) all Authorizations or filings as may be required to be made or obtained by the Company under Canadian Securities Laws necessary for the offer and sale of the Offered Units, the execution and delivery of the Transaction Documents and the consummation of the transactions contemplated hereby and thereby, will have been made or obtained, as applicable (other than, in respect of the

Offering, the filing of reports required under Canadian Securities Laws within the prescribed time periods and the filing of standard documents with the TSXV, which documents will be filed as soon as practicable after the Closing Date and, in any event, within such deadline as may be imposed by such Canadian Securities Laws or the TSXV) and the Agent will have received copies of correspondence indicating that the Company has obtained all necessary acceptances for the Unit Shares, the Warrants, the Warrant Shares, the Compensation Shares, the Compensation Option Warrants and the Compensation Option Warrant Shares to be conditionally listed on the TSXV, subject only to the standard listing conditions of the TSXV;

- (k) the Agent receiving at the Closing Time a “bring-down” comfort letter dated the Closing Date from the Auditors, addressed to the Agent and the board of directors of the Company, in form and substance satisfactory to the Agent and counsel to the Agent, acting reasonably, bringing forward to a date not more than two (2) Business Days prior to the Closing Date the information contained in the comfort letter referred to in Section 12(a) hereof;
- (l) the Agent receiving, at the Closing Time, a certificate of compliance or status in respect of the Company and each of the Subsidiaries, which certificates will be dated no more than the Business Day prior to the Closing Date;
- (m) the Agent shall have received the executed lock-up agreements from each of the Company’s directors and officers, in form and substance satisfactory to the Agent, acting reasonably, pursuant to which each of such individuals will agree that each will not, until the date which is 90 days following the Closing Date, directly or indirectly, offer, sell, contract to sell, grant or sell any option to purchase, purchase any option or contract to sell, hypothecate, pledge, transfer, assign, lend, swap or enter into any other agreement to transfer the economic consequences of, or otherwise dispose of or deal with (or agree to or publicly announce any intention to do any of the foregoing) whether through the facilities of a stock exchange, by private placement or otherwise, any Common Shares or other securities convertible into, exchangeable for or exercisable to acquire Common Shares, directly or indirectly, unless: (i) they first obtain the prior consent of the Agent, such consent not to be unreasonably withheld or delayed; or (ii) there occurs a take-over bid or similar transaction involving a Change of Control;
- (n) the Company shall have complied in all material respects with the terms and conditions of this Agreement on its part to be complied with at or prior to the Closing Time; and
- (o) the Agent shall have received such other closing certificates, opinions, receipts, agreements or documents as the Agent or their counsel may reasonably request.

Section 9 Representations as to Offering Documents

Filing and delivery to the Agent in accordance with this Agreement of any Offering Document shall constitute a representation and warranty by the Company to the Agent that, as at their respective dates, dates of filing and dates of delivery:

- (a) the information and statements (except information and statements relating solely to the Agent, which have been provided by the Agent to the Company in writing specifically for use in any of the Offering Documents (collectively, “**Agent’s Information**”)) contained in such Offering Documents, to the knowledge of the Company, are true and correct and contain no misrepresentation and constitute full, true and plain disclosure of all material facts relating to the Company and the Offered Units as required by Canadian Securities Laws;

- (b) no material fact or information has been omitted from such disclosure (except for Agent's Information) that is required to be stated in such disclosure or that is necessary to make a statement contained in such disclosure not misleading in the light of the circumstances under which it was made; and
- (c) except with respect to any Agent's Information, such Offering Documents comply in all material respects with the requirements of Canadian Securities Laws.

Such filings shall also constitute the Company's consent to the Agent's use of the Offering Documents contemplated by Section 2(d) and any standard term sheets (as such term is defined in NI 41-101) in connection with the distribution of the Offered Units in the Qualifying Jurisdictions in compliance with this Agreement and Canadian Securities Laws.

Section 10 Additional Representations and Warranties of the Company

The Company hereby represents and warrants to the Agent and acknowledges that the Agent is relying upon such representations and warranties in connection with the completion of the Offering:

- (a) the Company and each of the Subsidiaries: (i) is a corporation duly incorporated, formed, continued or amalgamated and validly existing under the Laws of the jurisdiction in which it was incorporated, continued or amalgamated, as the case may be; (ii) has all requisite corporate or limited liability company power and authority and is duly qualified and holds all Authorizations necessary or required to carry on its business as now conducted, to own, lease or operate its properties and assets; (iii) where required, has been duly qualified as an extra-provincial corporation or foreign corporation for the transaction of business and is in good standing under the Laws of each jurisdiction in which it owns or leases property, or conducts business unless, in each case, the failure to do so would not individually or in the aggregate, have a Material Adverse Effect; and no steps or proceedings have been taken by any person, voluntary or otherwise, requiring or authorizing the dissolution or winding-up of the Company or any of the Subsidiaries;
- (b) the Company has full corporate capacity, power and authority to enter into the Transaction Documents and to perform its obligations set out herein and therein (including, without limitation, to create, issue and sell the Offered Units and the Compensation Options, to issue the Warrant Shares on valid exercise of the Warrants, to issue the Compensation Shares and the Compensation Option Warrants on valid exercise of the Compensation Options and to issue Compensation Option Warrant Shares on valid exercise of the Compensation Option Warrants), and this Agreement has been and the Warrant Indenture, the certificates representing the Warrants and the certificates representing the Compensation Options will be, on the Closing Date, duly authorized, executed and delivered by the Company and this Agreement is, and the Warrant Indenture, the certificates representing the Warrants, and the certificates representing the Compensation Options will on the Closing Date be, legal, valid and binding obligations of the Company enforceable against the Company in accordance with their terms subject to applicable Laws relating to creditors' rights generally and except as rights to indemnity may be limited by applicable Law;
- (c) none of the Company or any of the Subsidiaries are in violation or breach of, and the execution and delivery of each of the Transaction Documents, the performance by the Company of its obligations and the consummation of the transactions contemplated thereunder, including the issuance and delivery of any of the Securities, as applicable, do not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under (whether after notice or lapse of time or both): (i) any applicable Laws; (ii) its constating documents or resolutions of its directors or securityholders which are in effect at the date hereof; (iii) any Contract; or (iv) any

- judgment, decree or order binding on it or any of the Subsidiaries or its or any of the Subsidiaries' property or assets;
- (d) to the knowledge of the Company, no counterparty to any material obligation, agreement, covenant or condition contained in any Contract is in default in the performance or observance thereof, except where such violation or default in performance would not have a Material Adverse Effect;
 - (e) the Company's authorized share capital consists of an unlimited number of Common Shares, of which an aggregate of 72,138,145 Common Shares are issued and outstanding. Except as described in the Final Prospectus, no person has, or will have at the Closing Time, any agreement or option, or right or privilege (whether pre-emptive or contractual) capable of becoming an agreement or option, for the purchase from the Company or any of the Subsidiaries of any unissued securities of any such entity or any right to convert any obligation into or exchange any securities of any such entity, or for the purchase or acquisition of the assets or property of any kind of any such entity;
 - (f) the authorized and issued share capital of the Company conforms to the description thereof contained in the Offering Documents;
 - (g) other than the Subsidiaries, the Company does not have any direct or indirect subsidiary nor any investment or any proposed investment in any person;
 - (h) all of the issued and outstanding securities and equity and voting interests, as the case may be, in the capital of the Subsidiaries are validly issued as fully paid and non-assessable and beneficially owned, directly or indirectly, by the Company with valid and marketable title free and clear of all Liens;
 - (i) at the Closing Time, the Unit Shares will be duly and validly authorized and reserved for issuance and, when issued and delivered by the Company, the Unit Shares will be validly issued as fully paid and non-assessable Common Shares;
 - (j) at the Closing Time, the Warrants will be duly and validly created and authorized for issuance and, when issued and delivered by the Company pursuant to this Agreement and the Warrant Indenture, the Warrants will be validly issued;
 - (k) at the Closing Time, the Warrant Shares will be duly and validly authorized and reserved for issuance and, upon exercise of the Warrants in accordance with the terms and conditions of the Warrant Indenture, including payment thereof, the Warrant Shares will be validly issued as fully paid and non-assessable Common Shares;
 - (l) at the Closing Time, the Compensation Options will be duly and validly authorized for issuance, and upon issuance and delivery by the Company, will be validly issued;
 - (m) at the Closing Time, the Compensation Shares will be duly and validly authorized and reserved for issuance and, upon exercise of the Compensation Options, including payment thereof, the Compensation Shares will be validly issued as fully paid and non-assessable Common Shares;
 - (n) at the Closing Time, the Compensation Option Warrants will be duly and validly created and authorized for issuance and, when issued and delivered by the Company pursuant to this Agreement and the Warrant Indenture, including payment thereof, the Compensation Option Warrants will be validly issued;

- (o) at the Closing Time, the Compensation Option Warrant Shares will be duly and validly authorized and reserved for issuance and, upon exercise of the Compensation Option Warrants in accordance with the terms and conditions of the Warrant Indenture, including payment thereof, the Compensation Option Warrant Shares will be validly issued as fully paid and non-assessable Common Shares;
- (p) at the Closing Time, all Authorizations or filings as are required to be made or obtained by the Company under Canadian Securities Laws necessary for the execution and delivery of the Transaction Documents, the creation, issuance and sale, as applicable, of the Securities and the consummation of the transactions contemplated hereby and thereby will have been made or obtained, as applicable, (other than the filing of reports required under Canadian Securities Laws within the prescribed time periods, which documents shall be filed as soon as practicable after the Closing Date and, in any event, within such deadline imposed by Canadian Securities Laws);
- (q) Computershare Trust Company of Canada at its principal office in the City of Vancouver has been duly appointed as the transfer agent and registrar for the Common Shares and has, or prior to the Closing Time will have, been duly appointed as the Warrant Agent under the Warrant Indenture;
- (r) the minute books and corporate records of the Company and the Subsidiaries for the period from completion of the Company's reverse take-over transaction effective August 31, 2019 to the date hereof made available to the Agent contain copies of all proceedings (or certified copies thereof or drafts thereof pending approval) of the shareholders and the directors (or any committee thereof) and there have been no other meetings, resolutions or proceedings of the shareholders or the directors of the Company to the date hereof not reflected in such corporate records, other than those which are not material to the Company or the Subsidiaries, as applicable;
- (s) other than the Agent (or any Selling Firm), there is no person acting or purporting to act at the request or on behalf of the Company that is entitled to any brokerage or finder's fee or other similar compensation in connection with the transactions contemplated by this Agreement;
- (t) other than as set forth in the Final Prospectus, neither the Company nor any Subsidiary has conducted any business or approved, entered into any agreement in respect of, or has any knowledge of:
 - (i) the purchase of any material property, assets or any interest therein, or the sale, transfer or other disposition of any material property, assets or any interest therein currently owned, directly or indirectly, by the Company or any Subsidiary whether by asset sale, transfer of shares, or otherwise;
 - (ii) the Change of Control (by sale or transfer of voting or equity securities or sale of all or substantially all of the assets of the Company or any Subsidiary or otherwise) of the Company or any Subsidiary; or
 - (iii) the proposed or planned disposition of Common Shares by any shareholder who owns or will own immediately after the Closing, directly or indirectly, 10% or more of the outstanding Common Shares;
- (u) except as disclosed in the Offering Documents and except as mandated by or in conformity with the recommendations of a Governmental Authority, as at the date of this Agreement, there has been no closure, suspension or disruption to, the operations or workforce productivity of the Company or the Subsidiaries as a result of the novel coronavirus disease outbreak (the "COVID-19

Outbreak”) and, except as disclosed in the Offering Documents, any such government mandates have not materially affected the Company or the Subsidiaries. The Company has been monitoring the COVID-19 Outbreak and the potential impact on all of its operations and has put in place measures it considers reasonable and in accordance with the recommendations of Governmental Authorities to ensure the wellness of all of its employees and surrounding communities where the Company and the Subsidiaries operate while continuing to operate;

- (v) on their respective dates of filing: (a) the Preliminary Prospectus complied, and the Final Prospectus will comply, in all material respects with Canadian Securities Laws; and (b) the Preliminary Prospectus constituted and the Final Prospectus will constitute (in each case including any amendment or supplement thereto) full, true and plain disclosure of all material facts relating to the Company and the Offered Units;
- (w) the Company is eligible to file a short form prospectus in each of the Qualifying Jurisdictions pursuant to Canadian Securities Laws and on the date of and upon filing of the Final Prospectus there will be no documents required to be filed under Canadian Securities Laws in connection with the Offering that will not have been filed as required;
- (x) the Company is a reporting issuer in the provinces of British Columbia and Alberta; upon obtaining the receipt for the Final Prospectus, the Company will be a reporting issuer in each of the provinces of Canada, other than Québec;
- (y) the Company is in material compliance with its timely and continuous disclosure obligations under Canadian Securities Laws and, without limiting the generality of the foregoing, there is no material fact, and there has not occurred any material change (actual, anticipated, contemplated or threatened) in the assets, liabilities (contingent or otherwise), business, affairs, operations, prospects, capital or control of the Company and the Subsidiaries, taken as a whole, which has not been set forth in the Offering Documents or otherwise publicly disclosed on a non-confidential basis and, except as may have been corrected by subsequent disclosure, all the statements set forth in the Public Record were true, correct and complete in all material respects and did not contain any misrepresentation as of the date of such statements and the Company has not filed any confidential material change reports since the date of such statements which remains confidential as at the date hereof;
- (z) no order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of the Company has been issued by any Governmental 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 Governmental Authority;
- (aa) no Securities Commission or comparable authority has issued any order preventing or suspending the use or effectiveness of the Offering Documents or preventing the distribution of the Securities in any Qualifying Jurisdiction nor instituted proceedings for that purpose and, to the knowledge of the Company, no such proceedings are pending or contemplated;
- (bb) all information which has been prepared by the Company relating to the Company, the Subsidiaries and their respective business, properties and liabilities and made available to the Agent, including for greater certainty, the Marketing Materials, was, as of the date of such information and is as of the date hereof, true and correct in all material respects, taken as a whole, does not contain a misrepresentation and no fact or facts have been omitted therefrom which would make such information materially misleading;

- (cc) to the knowledge of the Company, the Marketing Materials comply in all material respects with Canadian Securities Laws;
- (dd) the statistical, industry and market-related data included in the Offering Documents are derived from sources which the Company reasonably believes to be accurate, reasonable and reliable, and such data agrees with the sources from which it was derived;
- (ee) the Company has not withheld from the Agent any material fact relating to the Company, any of the Subsidiaries or the Offering;
- (ff) each of the Company and the Subsidiaries owns or has the right to use all material assets and properties currently owned or used in its respective business, including:
 - (i) all Contracts that are material to its business; and
 - (ii) all material assets and properties necessary to enable the Company to carry on its business as now conducted and as presently proposed to be conducted;
- (gg) other than as disclosed in the Offering Documents, no third party has any ownership right, title, interest in, claim in, Lien against or any other right to any material assets and properties purported to be owned by the Company or any of the Subsidiaries;
- (hh) all Contracts that are material to the business of the Company and the Subsidiaries are in good standing in all material respects and in full force and effect;
- (ii) (i) each of the Company and the Subsidiaries is in material compliance with the terms and conditions of all material Authorizations necessary to conduct its business;
 - (i) all material Authorizations necessary to conduct the business of each of the Company and the Subsidiaries are valid and in full force and effect; and
 - (ii) the Company has not received any notice relating to the revocation or modification of any material Authorizations necessary to conduct its business;
- (jj) the Company believes the Sproule Report reasonably presents the quantity of the prospective resources attributable to the natural gas liquids and natural gas properties evaluated in the Sproule Report, as at the effective date thereof, based upon information available at the time the Sproule Report was prepared and the assumptions contained therein; the Company believes that at the date of such report and based on the assumptions contained therein it did not materially overstate the estimated aggregate quantity of such resources;
- (kk) the Company made available to Sproule, prior to the issuance of the Sproule Report, for the purposes of preparing the Sproule Report, all information requested by Sproule, which information did not contain any misrepresentation at the time such information was provided. Except with respect to changes in commodity prices and as otherwise disclosed in the Offering Documents, there has not occurred any material adverse change in any cost, resources or other relevant information provided to Sproule since the dates that such information was so provided;
- (ll) each of the Company and the Subsidiaries has good and marketable title to all of its material properties and assets and has the right to explore for petroleum, natural gas and related hydrocarbons (for the purpose of this subsection, the foregoing are referred to as the “**Interest**”)

and represents and warrants that the Interest is free and clear of adverse claims created by, through or under the Company or the Subsidiary except those arising in the ordinary course of business, and that, to the Company's knowledge, the Company and the Subsidiaries hold the Interest under valid and subsisting Authorizations or Contracts, except where the failure to so hold the Interest would not constitute a Material Adverse Effect;

- (mm) the Company is not aware of any defects, failures or impairments in the title of any of the Company or any of the Subsidiaries to its crude oil, natural gas liquids and natural gas properties, whether or not an action, suit, proceeding or inquiry is pending or threatened or whether or not discovered by any third party, which, in aggregate, could constitute a Material Adverse Effect;
- (nn) any and all operations of the Company and the Subsidiaries and, to the knowledge of the Company, any and all operations by third parties, on or in respect of the assets and properties of the Company and the Subsidiaries, as applicable, have been conducted in accordance with good oil and gas industry practices and in material compliance with applicable Laws;
- (oo) the material properties and assets of the Company and the Subsidiaries are free and clear of all Liens and encumbrances as security and, other than those encumbrances that are standard in the oil and gas industry, neither the Company nor any of the Subsidiaries has done any act or suffered or permitted any action whereby any person has acquired or may acquire an interest in or to the material properties and assets of the Company or the Subsidiaries, nor have the Company or any of the Subsidiaries done any act, omitted to do any act or permitted any act to be done that may adversely affect or defeat title to any of the material properties and assets of the Company;
- (pp) the Company and each of the Subsidiaries and, to the knowledge of the Company, all directors, officers and employees of each:
 - (i) is and at all times has been in material compliance with all applicable Laws of each jurisdiction in which it carries on business;
 - (ii) has not received any correspondence or notice from any Governmental Authority alleging or asserting material non-compliance with any applicable Laws or any Authorizations
 - (iii) possesses all Authorizations required for the conduct of its business, and such Authorizations are valid and in full force and effect and the Company and each of the Subsidiaries and, to the knowledge of the Company, all directors, officers and employees of each are not in violation of any material term of any such Authorization;
 - (iv) has not received notice of any pending or threatened claim, suit, proceeding, charge, hearing, enforcement, audit, investigation, arbitration or other action from any Governmental Authority or third party alleging that any operation or activity of the Company or any of the Subsidiaries or, to the knowledge of the Company any of their directors, officers and/or employees is in violation of any applicable Laws or material Authorizations and has no knowledge or reason to believe that any such Governmental Authority or third party is considering or would have reasonable grounds to consider any such claim, suit, proceeding, charge, hearing, enforcement, audit, investigation, arbitration or other action;
 - (v) has not received notice that any Governmental Authority has taken, is taking, or intends to take action to limit, suspend, modify or revoke any material Authorizations and has no

knowledge or reason to believe that any such Governmental Authority is considering taking or would have reasonable grounds to take such action; and

- (vi) has, or has had on its behalf, filed, declared, obtained, maintained or submitted all reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments as required by any applicable Laws or material Authorizations and to keep such Authorizations in good standing and that all such reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments were materially complete and correct on the date filed (or were corrected or supplemented by a subsequent submission);
- (qq) all Contracts with third parties in connection with the Company's and each of the Subsidiaries' business have been entered into and are being performed by the Company and each Subsidiary and, to the knowledge of the Company or the applicable Subsidiary, by all other third parties thereto, in compliance with their terms. There exists no actual or, to the knowledge of the Company or the applicable Subsidiary, threatened termination, cancellation or limitation of, or any material adverse modification or material change in, the business relationship of the Company or the applicable Subsidiary, with any person that is material to the assets, business, properties, operations or financial condition of the Company and the Subsidiaries, taken as a whole. All such business relationships are intact and mutually cooperative, and there exists no condition or state of fact or circumstances that would prevent the Company or any Subsidiary from conducting such business with any such third parties in the same manner in all material respects as currently conducted or proposed to be conducted;
- (rr) there are no legal or governmental actions, suits, judgments, investigations, charges or proceedings pending to which the Company or the Subsidiaries are a party or to which the Company's or any of the Subsidiaries' assets and properties are subject, which if finally determined adversely to the Company would be expected to result in a Material Adverse Effect and, to the knowledge of the Company, no such proceedings have been threatened against or are pending with respect to the Company or the Subsidiaries, or with respect to the assets and properties of the Company or the Subsidiaries, taken as a whole, and the Company and the Subsidiaries are not subject to any judgment, order, writ, injunction, decree or award of any Governmental Authority that could be expected to result in a Material Adverse Effect;
- (ss) there are no Contracts with any person granting such person the right to require the Company or a Subsidiary to file a registration statement under U.S. Securities Laws or, except as contemplated by this Agreement, a prospectus under Canadian Securities Laws, with respect to any securities of the Company or any Subsidiary owned or to be owned by such person that require the Company or a Subsidiary to include such securities in the securities qualified for distribution under the Offering Documents;
- (tt) there are no voting trusts or agreements, shareholders' agreements, buy sell agreements, rights of first refusal agreements, agreements relating to restrictions on transfer, pre-emptive rights agreements, tag-along agreements, drag-along agreements or proxies relating to any of the securities of the Company or the Subsidiaries, to which the Company or any of the Subsidiaries is a party;
- (uu) the Auditors have audited the Annual Financial Statements as described in the Final Prospectus, and are independent with respect to the Company, as required by Canadian Securities Laws, and there has never been a reportable event (within the meaning of NI 51-102) between the Company and the Auditors;

- (vv) the Annual Financial Statements and the Interim Financial Statements have been prepared in accordance with IFRS consistently applied throughout the periods referred to therein and present fully, fairly and correctly, in all material respects, the financial position (including the assets and liabilities, whether absolute, contingent or otherwise) of the Company and the Subsidiaries (as applicable) as at such dates and the results of operations of the Company and the Subsidiaries (as applicable) for the periods then ended and contain and reflect adequate provisions or allowance for all reasonably anticipated liabilities, expenses and losses of the Company and the Subsidiaries (as applicable) and there has been no change in accounting policies or practices of the Company since December 31, 2019, except as publicly disclosed; and on the date hereof, the Company has no material Indebtedness except as set out in the such financial statements;
- (ww) no material information was withheld from the Auditors for the purposes of preparing the auditor's report on the Annual Financial Statements and all information provided to the Auditors for such purposes was given in good faith and the Annual Financial Statements contain no misrepresentations and do not contain any statement or fact which is materially inaccurate, and no material fact or matter has been omitted therefrom which would make any statement of fact therein misleading in any material respect; all expressions of opinion and expectation therein contained are honestly and fairly based and such replies have been prepared or approved by persons having appropriate knowledge and responsibility to enable them properly to provide such replies and all such replies have been given in good faith;
- (xx) there are no material liabilities of the Company or the Subsidiaries whether direct, indirect, absolute, contingent or otherwise required to be disclosed in the Annual Financial Statements or the Interim Financial Statements which are not disclosed or reflected in such financial statements, except those incurred in the ordinary course of business;
- (yy) there are no off-balance sheet transactions, arrangements or obligations (including contingent obligations) of the Company or the Subsidiaries with unconsolidated entities or other persons that may have a material current or future effect on the financial condition, changes in financial condition, results of operations, earnings, cash flow, liquidity, capital expenditures, capital resources, or significant components of revenues or expenses of the Company or any Subsidiary or that would reasonably be expected to be material to an investor in making a decision to purchase the Offered Units;
- (zz) except as disclosed in the Offering Documents, neither the Company nor any of the Subsidiaries is party to any Contract or commitment to create, assume or issue any material Indebtedness;
- (aaa) the responsibilities and composition of the Company's audit committee comply with National Instrument 52-110 – *Audit Committees*;
- (bbb) the Company on a consolidated basis maintains a system of internal accounting controls sufficient to provide reasonable assurances that:
 - (i) transactions are executed in accordance with management's general or specific authorization;
 - (ii) transactions are recorded as necessary to permit the financial statements to be fairly presented in accordance with IFRS and to maintain accountability for assets;
 - (iii) access to its assets is permitted only in accordance with management's general or specific authorization;

- (iv) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to differences;
 - (v) material information relating to the Company and the Subsidiaries is made known to those within the Company and the Subsidiaries, as applicable, responsible for the preparation of the financial statements during the period in which the financial statements have been prepared; and
 - (vi) all significant deficiencies and material weaknesses in the design or operation of such internal controls that could adversely affect the Company's ability to disclose to the public information required to be disclosed by it in accordance with applicable Law and all fraud, whether or not material, that involves management or employees that have a significant role in the Company's internal controls have been disclosed to the directors;
- (ccc) to the knowledge of the Company, except as publicly disclosed, none of the directors, executive officers or shareholders who beneficially own, directly or indirectly, or exercise control or direction over, more than 10% of the outstanding Common Shares or any known associate or affiliate of any such person, had or has any material interest, direct or indirect, in any transaction or any proposed transaction (including, without limitation, any loan made to or by any such person) with the Company which, as the case may be, materially affects, is material to or will materially affect the Company on a consolidated basis;
- (ddd) the books of account and other records of the Company and the Subsidiaries, whether of a financial or accounting nature or otherwise, have been maintained in accordance with prudent business practices;
- (eee) all taxes (including income tax, capital tax, payroll taxes, employer health tax, workers' compensation payments, property taxes, custom and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto (collectively, "**Taxes**") due and payable by the Company and the Subsidiaries have been paid, except where the failure to pay Taxes would not have a Material Adverse Effect. All tax returns, declarations, remittances and filings required to be filed by the Company and the Subsidiaries have been filed with all appropriate authorities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading, except where the failure to file such documents would not have a Material Adverse Effect. To the knowledge of the Company:
- (i) no examination of any tax return of the Company or any Subsidiary is currently in progress; and
 - (ii) 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 any Subsidiary, except where such examinations, issues or disputes would not have a Material Adverse Effect;
- (fff) the Company and, as applicable, each of the Subsidiaries, have established on their books and records reserves that are adequate for the payment of all Taxes not yet due and payable and there are no liens for Taxes on the assets of the Company or any of the Subsidiaries, and, to the knowledge of the Company:

- (i) there are no audits pending of the tax returns of the Company or any of the Subsidiaries (whether federal, state, provincial, local or foreign); and
 - (ii) there are no claims which have been or may be asserted relating to any such tax returns, which audits and claims, if determined adversely, would result in the assertion by any Governmental Authority of any deficiency that would result in a Material Adverse Effect;
- (ggg) since December 31, 2019:
- (i) there has been no material adverse change (actual, anticipated, contemplated, threatened, financial or otherwise) in the assets, liabilities (contingent or otherwise), business, affairs, operations, prospects, capital or control of the Company and the Subsidiaries, taken as a whole;
 - (ii) there have been no material facts, transaction, events or occurrences (other than respecting commodity prices or affecting the oil and gas industry in general) which constitute or could be expected to result in a Material Adverse Effect; and
 - (iii) no material transactions have been entered into by the Company or the Subsidiaries other than in the ordinary course of business, except as disclosed in the Offering Documents;
- (hhh) during the previous 12 months, the Company has not, directly or indirectly, declared or paid any dividend or declared or made any other distribution on any of its securities of any class, or, directly or indirectly, redeemed, purchased or otherwise acquired any of its securities or agreed to do any of the foregoing;
- (iii) the Company owns or has the right to use all of the material Intellectual Property owned or used by the business as of the date hereof. All registrations, if any, and filings that the Company has considered necessary to preserve the rights of the Company in such material Intellectual Property have been made and are in good standing. The Company has no pending action or proceeding, nor any threatened action or proceeding, against any person with respect to the use of the Intellectual Property, and there are no circumstances known to the Company which would cast doubt on the validity or enforceability of the Intellectual Property owned or used by the Company. The conduct of the business does not, to the knowledge of the Company, infringe upon the intellectual property rights of any other person. The Company has no pending action or proceeding, nor, to the knowledge of the Company, is there any threatened action or proceeding against it with respect to the Company's use of the Intellectual Property. No third parties have rights to any material Intellectual Property that is owned by the Company other than rights acquired pursuant to the non-exclusive licences granted by the Company in the ordinary course of business;
- (jjj) none of the Company or any of the Subsidiaries is a party to, bound by or, to the knowledge of the Company, affected by any Contract containing any covenant which expressly and materially limits the freedom of the Company or the Subsidiaries to compete in any line of business, transfer or move any of its respective assets or operations or which could be expected to result in a Material Adverse Effect;
- (kkk) each of the Company and the Subsidiaries is in compliance with all provisions of all applicable Laws respecting employment and employment practices, terms and conditions of employment and wages and hours (collectively, "**Employment Laws**") and with all collective bargaining or similar agreements to which it is a party except where the failure to do so does not constitute a Material Adverse Effect, and, to the knowledge of the Company, there is no pending investigation, inquiry

or claim involving the Company nor the Subsidiaries by or before any governmental or labour relation authority or anybody in Canada or any other country responsible for the enforcement of any Employment Law which could, individually or in the aggregate, have a Material Adverse Effect; and, to the knowledge of the Company, no grievance or arbitration proceeding is pending and no labour dispute with the employees of the Company nor the Subsidiaries exists which could, individually or in the aggregate, have a Material Adverse Effect;

- (lll) no material labour dispute with current and former employees of the Company or any of the Subsidiaries exists, or, to the knowledge of the Company, is imminent and the Company is not aware of any existing, threatened or imminent labour disturbance by the employees of any of the principal suppliers, manufacturers or contractors of the Company that would have a Material Adverse Effect;
- (mmm) no union has been accredited or otherwise designated to represent any employees of the Company or any of the Subsidiaries and, to the Company's knowledge, no accreditation request or other representation question is pending with respect to the employees of the Company or any of the Subsidiaries and no collective agreement or collective bargaining agreement or modification thereof has expired or is in effect in any of the facilities of the Company or any of the Subsidiaries and none is currently being negotiated by the Company or any of the Subsidiaries;
- (nnn) other than usual and customary health and related benefit plans for employees, the Final Prospectus discloses to the extent required by Canadian Securities Laws to be disclosed in the Final Prospectus each material plan for retirement, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, incentive or otherwise contributed to, or required to be contributed to, by the Company for the benefit of any current or former director, officer, employee or consultant of the Company or any Subsidiary (the "**Employee Plans**"), each of which has been maintained in all material respects with its terms and with the requirements prescribed by any and all statutes, orders, rules and regulations that are applicable to such Employee Plans;
- (ooo) all material accruals for unpaid vacation pay, premiums for unemployment insurance, health premiums, pension plan premiums, accrued wages, salaries and commissions and employee benefit plan payments of the Company or any of the Subsidiaries have been recorded in accordance with generally accepted accounting principles, and are reflected on the books and records of the Company and the Subsidiaries;
- (ppp) with respect to each premises which is material to the Company and which the Company or any of the Subsidiaries occupies, whether as owner or as tenant (together, the "**Material Premises**"), the Company or the applicable Subsidiary occupies the Material Premises and has the exclusive right to occupy and use the Material Premises and each of the leases or real title pursuant to which the Company or such Subsidiary occupies or owns, as applicable, the Material Premises is in good standing and in full force and effect under a valid, subsisting and enforceable lease or real title, as the case may be, with such exceptions as are not material and do not interfere with the use made or proposed to be made of such property and buildings by the Company or such Subsidiary;
- (qqq)
 - (i) each of the Company and the Subsidiaries, its material assets and properties and the operation of its business, have been and are in compliance in all material respects with all

Environmental Laws and has received, handled, used, stored, treated, shipped and disposed of all contaminants without violation of Environmental Laws;

- (ii) neither the Company nor any of the Subsidiaries are in violation of any Environmental Laws, including any regulation relating to the release or threatened release of Hazardous Materials, which violation could reasonably be expected to cause a Material Adverse Effect;
- (iii) there have been no spills, releases, deposits or discharges of Hazardous Materials into the earth, air or into any body of water or any municipal or other sewer or drain water systems by the Company or any of the Subsidiaries that have not been remedied;
- (iv) no orders, directions or notices have been issued to the Company that remain outstanding pursuant to any Environmental Laws relating to the business or assets of the Company or any of the Subsidiaries;
- (v) each of the Company and the Subsidiaries has complied in all material respects with all reporting and monitoring requirements under all Environmental Laws;
- (vi) each of the Company and the Subsidiaries holds all Authorizations required under any Environmental Laws in connection with the operation of its business and the ownership and use of its assets, all such Authorizations and approvals are in full force and effect, and neither the Company nor the Subsidiaries has received any notification pursuant to any Environmental Laws that any work, repairs, constructions or capital expenditures are required to be made by it as a condition of continued compliance with any Environmental Laws, or any Authorization issued pursuant thereto, or that any Authorization referred to above is about to be reviewed and made subject to limitation or conditions, revoked, withdrawn or terminated; and
- (vii) neither the Company nor any of the Subsidiaries has received any notice of, or been prosecuted for an offence alleging, material non-compliance with any Environmental Laws, and neither the Company nor any of the Subsidiaries has settled any allegation of material non-compliance short of prosecution;
- (rrr) the Company is not aware of any Law presently in force or, to its knowledge, proposed to be brought into force, or any pending or contemplated change to any Law presently in force, that the Company anticipates that the Company or any Subsidiary will be unable to comply with or which would reasonably be expected to constitute a Material Adverse Effect;
- (sss) the Company and each Subsidiary, as applicable, maintains insurance by insurers of recognized financial responsibility, against such losses, risks and damages to their assets in such amounts as are customary for the business in which they are engaged and on a basis consistent with reasonably prudent persons in comparable businesses, and all of the policies in respect of such insurance coverage, fidelity or surety bonds insuring the Company and the Subsidiaries, and their respective directors, officers and employees and the Company's and the Subsidiaries' assets, are in good standing and in full force and effect in all respects, and not in default. Each of the Company and each Subsidiary is in compliance with the terms of such policies and instruments in all material respects and there are no material claims by the Company or any Subsidiary under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights clause; the Company has no reason to believe that it will not be able to renew such 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, and neither the Company nor any Subsidiary has failed to promptly give any notice of any material claim thereunder;

- (ttt) none of the Company, any of the Subsidiaries or, to the knowledge of the Company, any director, officer, agent, employee, affiliate or any other person acting on behalf of the Company or any of the Subsidiaries has: (i) violated or is in violation of any provision of the *Corruption of Foreign Public Officials Act* (Canada), as amended (the “**CFPOA**”), the *Foreign Corrupt Practices Act of 1977*, as amended (the “**FCPA**”) or the Bribery Act 2010 of the United Kingdom; or (ii) offered, paid, promised to pay, or authorized the payment of any money, or offered, given, promised to give, or authorized the giving of anything of value, that goes beyond what is reasonable and customary and/or of modest value: (X) to any Government Official, whether directly or through any other person, for the purpose of influencing any act or decision of a Government Official in his or her official capacity; inducing a Government Official to do or omit to do any act in violation of his or her lawful duties; securing any improper advantage; inducing a Government Official to influence or affect any act or decision of any Governmental Authority; or assisting any representative of the Company or any Subsidiary in obtaining or retaining business for or with, or directing business to, any person; or (Y) to any person in a manner which would constitute or have the purpose or effect of public or commercial bribery, or the acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage; and the Company and its affiliates have instituted and maintain policies and procedures reasonably designed to promote and achieve compliance with applicable anti-corruption laws and with the representation and warranty contained herein;
- (uuu) the operations of the Company and each Subsidiary are and have been conducted, at all times, in compliance with applicable financial record-keeping and reporting requirements of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (United States) and all other applicable anti-money laundering and anti-terrorist Laws of the jurisdictions in which the Company and the Subsidiaries conduct business (collectively, the “**Anti-Money Laundering Laws**”); and no action, suit or proceeding by or before any Governmental Authority or any arbitrator involving the Company or any Subsidiary with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Company, threatened;
- (vvv) none of the Company, any of the Subsidiaries or, to the knowledge of the Company, any director, officer, agent, employee, affiliate or any other person acting on behalf of the Company or any of the Subsidiaries, is a person that is named as a “specially designated national and blocked person” on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control (“**OFAC**”) at its official website or any replacement website or other replacement official publication of such list or any other person (including any foreign country and any national of such country) with whom the United States Treasury Department prohibits doing business in accordance with OFAC regulations; and
- (www) all information which has been prepared by the Company relating to each of the Company and the Subsidiaries and the business, property and liabilities thereof and either publicly disclosed, provided or made available to the Agent, including the Offering Documents is, as of the date of such information, true and correct in all material respects, taken as whole, and no fact or facts have been omitted therefrom which would make such information materially misleading.

Section 11 Covenants of the Company

The Company covenants with the Agent that the Company will:

- (a) promptly provide to the Agent copies of any filings made by the Company or the Subsidiaries of information relating to the Offering with any Securities Commissions or any regulatory body in Canada or any other jurisdiction and promptly inform the Agent of the receipt by the Company of any communication from the Securities Commissions or any other securities regulatory authority of any other jurisdiction or any other competent authority relating to the Offering Documents;
- (b) promptly provide to the Agent drafts of any press releases and other public documents relating to the Offering for review by the Agent prior to issuance, and give the Agent a reasonable opportunity to provide comments on any such press release or other public document, subject to timely disclosure obligations under Canadian Securities Laws;
- (c) promptly inform the Agent in writing during the period prior to the completion of the distribution of the Offered Units of the full particulars of:
 - (i) any material change (actual, anticipated, contemplated, or threatened) in the assets, liabilities (contingent or otherwise), business, affairs, operations, prospects, capital or control of the Company and the Subsidiaries, taken as a whole;
 - (ii) any material fact which has arisen or has been discovered which would have been required to have been stated in the Offering Documents had that fact arisen or been discovered on, or prior to, the date of any of the Offering Documents, as the case may be; or
 - (iii) 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 or any new material fact) contained or incorporated by reference in any of the Offering Documents or whether any event or state of facts has occurred after the date of this Agreement, which, in any case, is of such a nature as to render any of the Offering Documents untrue or misleading in any material respect or to result in any misrepresentation in any of the Offering Documents including as a result of any of the Offering Documents containing an untrue statement of a material fact or omitting to state a material fact required to be stated therein or necessary to make any statement therein not false or misleading in the light of the circumstances in which it was made, which would result in any Offering Document not complying with Canadian Securities Laws or which would reasonably be expected to have an effect on the market price or value of the Common Shares;
- (d) advise the Agent, promptly after receiving notice or obtaining knowledge thereof, during the period prior to the completion of the distribution of the Offered Units, of: (i) the issuance by any Securities Commission or similar regulatory authority of any order suspending or preventing the use of any Offering Document; (ii) the suspension of the qualification of the Offered Units in any of the Qualifying Jurisdictions; (iii) the institution, threatening or contemplation of any proceeding for any such purposes; (iv) any requests made by any Securities Commission or similar regulatory authority for amending or supplementing the Offering Documents or for additional information; or (v) the receipt by the Company of any material communication, whether written or oral, from any Securities Commission or similar regulatory authority or any stock exchange, relating to the distribution of the Offered Units, and will use its commercially reasonable efforts to prevent the issuance of any order referred to in (i) above and, if any such order is issued, to obtain the withdrawal thereof as quickly as possible;

- (e) comply with Sections 6.5 and 6.6 of NI 41-101 and with the relevant comparable provisions of other relevant Canadian Securities Laws. The Company will promptly prepare and file with the Securities Commissions in the Qualifying Jurisdictions any Supplementary Material which in the opinion of the Agent and the Company, each acting reasonably, may be necessary or advisable, and will otherwise comply with all legal requirements necessary to qualify the Offered Units for distribution in the Qualifying Jurisdiction. If the Company and the Agent in good faith disagree as to whether a change, fact or event requires the filing of any Supplementary Material in compliance with Section 6.5(1) of NI 41-101, the Company will prepare and file promptly at the request of the Agent any Supplementary Material which, in the opinion of the Agent, acting reasonably, may be necessary or advisable. Upon receipt of any Supplementary Material the Agent shall, as soon as possible, send such Supplementary Material to purchasers of the Offered Units;
- (f) in good faith discuss with the Agent any circumstance, change, event or fact contemplated in Section 11(a) – Section 11(c) hereof which is of such a nature that there is or could be reasonable doubt as to whether notice should be given to the Agent under Section 11(a) – Section 11(c) hereof and shall consult with the Agent with respect to the form and content of any Supplementary Material proposed to be filed by the Company, it being understood and agreed that no such Supplementary Material shall be filed with any Securities Commission prior to the review and approval thereof by the Agent, acting reasonably;
- (g) prior to filing of the Final Prospectus, deliver a copy of each of (i) the Final Prospectus, signed and certified as required by the applicable Canadian Securities Laws, and (ii) the Final U.S. Offering Memorandum, to the Agent;
- (h) advise the Agent, promptly after receiving notice thereof, of the time when the Final Prospectus any Marketing Materials and any Supplementary Material has been filed and receipts therefor (if any) have been obtained pursuant to Canadian Securities Laws and will provide evidence reasonably satisfactory to the Agent of each such filing and copies of such receipts;
- (i) deliver without charge to the Agent, as soon as practicable, and in any event no later than noon (Vancouver time) on the Business Day immediately following the date of issuance of the Final Receipt in the case of the Final Prospectus, and thereafter from time to time during the distribution of the Offered Units, in such cities as the Agent shall notify the Company twenty-four hours before the delivery date, as many commercial copies of the Final Prospectus as the Agent may reasonably request for the purposes contemplated by Canadian Securities Laws;
- (j) use its commercially reasonable efforts to: (i) maintain its status as a “reporting issuer” (or the equivalent thereof) not in default of the requirements of Canadian Securities Laws to the date that is five years following the Closing Date; and (ii) maintain the listing of the Common Shares and Warrants on the TSXV or other recognized stock exchange or quotation system in Canada or the United States for a period of at least five years following the Closing Date. For greater certainty, it will not be considered reasonable to maintain such listing and status if to do so would hinder or impede, in any way, any effort on the part of the Company, if it is determined by the board of directors of the Company to be in the best interests of the Company or its shareholders, to effect, or to take any steps in furtherance of, any business combination (whether by way of a merger, plan of arrangement, consolidation, share or other security exchange transaction, recapitalization, asset acquisition or other transaction) involving any one or more of itself or any of the Subsidiaries or affiliates and completed in accordance with Canadian Securities Laws;
- (k) ensure that the Unit Shares will be authorized after the execution of this Agreement and before Closing by the Company and, when issued and delivered and paid for as provided herein, will be

validly issued as fully paid and non-assessable and will conform to the descriptions thereof in the Final Prospectus; and the issuance of the Unit Shares is not subject to any pre-emptive or similar rights;

- (l) ensure that the Warrants, and the Compensation Options will, on Closing, be duly authorized and created by the Company and, when issued and delivered as provided herein, will be validly issued and will conform to the descriptions thereof in the Final Prospectus;
- (m) ensure that the Warrant Shares, the Compensation Units, the Compensation Shares and the Compensation Option Warrants will, on Closing, be duly authorized and reserved for issuance pursuant to the terms of the Warrants and the Compensation Options, as applicable, the Company will ensure at all times prior to the expiry date thereof, that sufficient Warrant Shares, Compensation Shares and Compensation Option Warrant Shares are authorized and allotted for issuance upon due and proper exercise of the Warrants, the Compensation Options and the Compensation Option Warrants, as applicable, and, when issued and delivered by the Company upon valid exercise of the Warrants and the Compensation Options, as applicable, and payment of the applicable exercise price therefor, will be duly and validly issued, fully paid and non-assessable and will not be subject to pre-emptive or similar rights;
- (n) use the net proceeds of the Offering in the manner specified in the Offering Documents;
- (o) duly appoint the Warrant Agent as the agent under the Warrant Indenture at or prior to the Closing Time;
- (p) file or cause to be filed with the TSXV all necessary documents and shall take or cause to be taken all necessary steps to ensure that the Company has obtained all necessary approvals for the Unit Shares, the Warrants, the Warrant Shares, the Compensation Shares and the Compensation Option Warrants to be listed on the TSXV;
- (q) until the date that is five years following the Closing Date, use its commercially reasonable efforts to remain a corporation validly subsisting under the Laws under which it is currently subsisting, licensed, registered or qualified as an extra-provincial or foreign corporation in all jurisdictions where the character of its properties owned or leased or the nature of the activities conducted by it make such licensing, registration or qualification necessary and shall carry on its business in the ordinary course and in compliance in all material respects with all applicable Laws of each such jurisdiction, provided that the Company shall not be required to comply with the terms of this Section 11 following the completion of a merger, amalgamation, arrangement, business combination or take-over bid pursuant to which the Company ceases to be a “reporting issuer” (within the meaning of the *Business Corporations Act* (British Columbia));
- (r) use its commercially reasonable efforts to cause to be fulfilled, at or prior to the Closing Date, each of the conditions required to be fulfilled by it set out in Section 8 hereof;
- (s) provided the Offering is completed, without the prior written consent of the Agent, such consent not to be unreasonably withheld or delayed, the Company will not, directly or indirectly, issue, sell, offer, grant an option or right in respect of (or agree to or publicly announce any intention to do any of the foregoing) or otherwise dispose of any Common Shares or any securities convertible or exchangeable into Common Share, other than (i) pursuant to the Offering (including the Over-Allotment Option), the exercise of the Warrants or the Compensation Options; (ii) under existing director or employee stock options, bonus or purchase plans or similar share compensation arrangements; (iii) upon the exercise of convertible securities, warrants or options outstanding prior

to the Closing Date; (iv) in connection with previously scheduled property payments and/or other corporate acquisitions; or (v) in connection with stock options under the Company's stock option plan up to an aggregate maximum amount equal to 10% of the number of Offered Units issued under the Offering (including upon exercise of the Over-Allotment Option), for a period of 90 days from the Closing Date; and

- (t) promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, such further acts, documents and things for the purpose of giving effect to this Agreement and the transactions contemplated herein.

Section 12 Additional Documents upon Filing of the Final Prospectus

The Agent's obligations hereunder 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 its obligations under this Agreement and the conditions hereunder, which conditions may be waived by the Agent in whole or in part at any time:

- (a) the Agent receiving, concurrently with the filing of the Final Prospectus, and any amendment thereto, a comfort letter dated the date of the Final Prospectus or any amendment thereto, as applicable, from the Auditors, addressed to the Agent and to the board of directors of the Company in form and substance satisfactory to the Agent, acting reasonably, relating to the verification of the financial information and accounting data and other numerical data of a financial nature contained in the Final Prospectus or the amendment, as applicable, and matters involving changes or developments since the respective dates as of which specified financial information is given in the Final Prospectus to a date not more than two Business Days prior to the date of such letter;
- (b) similar comfort letters and opinions shall be delivered to the Agent with respect to any Supplementary Material concurrently with the execution of such Supplementary Material;
- (c) the Agent receiving, prior to the first use of any Marketing Materials, the written approval of the Company in respect of the template version (as defined in NI 41-101) of the Marketing Materials;
- (d) the Agent receiving as many commercial copies of the Final Prospectus as the Agent may reasonably request for the purposes contemplated by Canadian Securities Laws; and
- (e) the Agent receiving, prior to the filing of the Final Prospectus, copies of correspondence indicating that the application for the listing and posting for trading on the TSXV of the Unit Shares, the Warrant Shares, the Compensation Shares, the Compensation Option Warrant Shares and the Warrants has been conditionally accepted, subject only to satisfaction by the Company of customary post-closing conditions imposed by the TSXV.

Section 13 Closing

The purchase and sale of the Offered Units shall be completed at the Closing Time electronically or at the offices of Cassels Brock & Blackwell LLP in Vancouver, British Columbia or at such other place as the Agent and the Company may agree. At the Closing Time, the Company will: (a) subject to this Section 13, deposit, for the account of the Agent, the Offered Units electronically with CDS through its non-certificated inventory system, registered as directed by the Agent, in writing not less than 24 hours prior to the Closing Time, against payment by the Agent of the aggregate purchase price for the Offered Units less an amount equal to the Agent's Fee and a reasonable estimate of the out-of-pocket fees and expenses of the Agent and their counsel payable pursuant to Section 18, at the direction of the Company, in lawful money of Canada

by wire transfer or by such other method as the Company and the Agent may agree upon; and (b) deliver to the Agent the certificate(s) representing the Compensation Options registered in such name or names as the Agent may notify the Company in writing not less than 24 hours prior to the Closing Time.

The Unit Shares and Warrants comprising the Offered Units (and underlying securities, if any and as applicable), issued in the United States or to, or for the account or benefit of, U.S. Persons that are U.S. Accredited Investors will be in the form of definitive certificates delivered to the holders thereof, or if permitted by the Company's transfer agent, restricted book-entry positions. No certificates evidencing the Unit Shares or Warrants comprising the Offered Units will be issued to purchasers outside the United States, and registration and delivery of such securities will be made electronically with CDS through its non-certificated inventory system.

As soon as practicable following the Closing Time, the Agent shall submit an invoice with respect to the actual reasonable out-of-pocket fees and expenses of the Agent and their counsel payable by the Company pursuant to Section 18 (and subject to solicitor-client confidentiality provide the Company with such back up detail for such invoices as the Company may reasonably request). In the event that the actual reasonable out-of-pocket fees and expenses of the Agent and their counsel payable by the Company is less than the estimated amount thereof paid to the Agent on Closing, the Agent shall reimburse the Company for the amount of such difference.

Section 14 Over-Allotment Option

- (a) The Company hereby grants to the Agent, for the purpose of covering over-allotments, if any, or for market stabilization purposes, the Over-Allotment Option to purchase the Additional Units. The Over-Allotment Option is exercisable in whole or in part at any time or times on or before 5:00 p.m. (Vancouver time) on the 30th day following the Closing Date. For greater certainty, the Agent will be paid the Agent's Fee in respect of the sale of any Additional Units pursuant to the exercise of the Over-Allotment Option. The Agent may exercise the Over-Allotment Option from time to time, in whole or in part, during the period thereof by delivering written notice to the Company (the "**Over-Allotment Notice**") specifying the number of Additional Units which the Agent wishes to purchase. If the Agent exercises the Over-Allotment Option, the Agent will, on the date of Closing of any exercise of the Over-Allotment Option, which will be a date that is not less than three Business Days and not more than five Business Days after the date of the Over-Allotment Notice (such day to be specified by the Agent in its sole discretion), pay to the Company the aggregate purchase price for the Additional Units sold, less an amount equal to the Agent's Fee payable in respect of the sale of the Additional Units, by wire transfer or by such other method as the Company and the Agent may agree upon, against deposit, for the account of the Agent, of the Additional Units electronically with CDS through its non-certificated inventory system, registered as directed by the Agent, in writing not less than 24 hours prior to the applicable Over-Allotment Option closing time. The applicable terms, conditions and provisions of this Agreement (including, without limitation, the provisions of Section 8 and Section 13 relating to closing deliveries unless otherwise agreed to by the Agent and the Company) will apply *mutatis mutandis* to the issuance of any Additional Units pursuant to any exercise of the Over-Allotment Option.
- (b) In the event that the Company will subdivide, consolidate, reclassify or otherwise change its shares during the period in which the Over-Allotment Option is exercisable, appropriate adjustments will be made to the exercise price and to the number of Additional Units issuable on exercise thereof such that the Agent are entitled to arrange for the sale of the same number and type of securities that the Agent would have otherwise arranged for had they exercised such Over-Allotment Option immediately prior to such subdivision, consolidation, reclassification or change.

Section 15 Termination Rights

The Company agrees that the conditions contained in this Agreement will be complied with insofar as the same relate to acts to be performed or caused to be performed by the Company and that the Company will use its commercially reasonable efforts to cause all such conditions to be complied with. It is understood that the Agent may waive, in whole or in part, or extend the time for compliance with, any of such terms and conditions without prejudice to the rights of the Agent in respect of any such terms and conditions or any other or subsequent breach or non-compliance, provided that to be binding on the Agent any such waiver or extension must be in writing.

The Agent shall be entitled, at its sole discretion, to terminate and cancel, without any liability on its part, all of its obligations under this Agreement and the obligations of any purchaser in relation to the Offering, by written notice to that effect given to the Company at any time prior to the Closing Time, if:

- (a) *Trading Order* – any order to cease or suspend trading in any securities of the Company, or prohibiting or restricting the distribution of the Unit Shares, the Warrants or the Common Shares is made, or any proceedings are announced, commenced or threatened for the making of any such order, by any Governmental Authority, and any such order or proceeding has not been rescinded, revoked or withdrawn, or such announced, commenced or threatened proceeding has not been terminated or withdrawn;
- (b) *Regulatory Investigation* – any inquiry, action, suit, investigation or other proceeding, whether formal or informal (including matters of regulatory transgression or unlawful conduct), is commenced, threatened or publicly announced or any order is made under or pursuant to any statute or by any Governmental Authority or stock exchange or there is any enactment or change of law or regulation, or interpretation or administration thereof (unless solely based on the activities or alleged activities of the Agent), which in the sole opinion of the Agent, acting reasonably, operates to prevent or restrict the trading of the Common Shares or Warrants or which in the reasonable opinion of the Agent, acting in good faith, would be expected to have a material adverse effect on the market price or value or marketability of the Offered Units, the Unit Shares or the Warrants;
- (c) *Disaster Out* – there should develop, occur or come into effect or existence any event, action, state, condition or occurrence, of national or international consequence, including without limitation, any natural catastrophe, any outbreak or escalation of war, hostilities or act of terrorism, any declared pandemic of a serious contagious disease, or national emergency or similar event or any new law or regulation or a change thereof or other occurrence of any nature whatsoever (including the COVID-19 Outbreak, to the extent that there is any material adverse development related thereto after July 23, 2020, or similar event or the escalation thereof) which, in the reasonable opinion of the Agent, materially adversely affects, or involves, or will materially adversely affect, or involve, the financial markets in Canada or the United States or the business, operations or affairs of the Company and the Subsidiaries, taken as a whole;
- (d) *Material Change* – there shall occur or come into effect any material change in the assets, liabilities (contingent or otherwise), business, affairs, operations, prospects, capital or control of the Company and the Subsidiaries, taken as a whole, or any change in any material fact or a new material fact, or there should be discovered any previously undisclosed fact which, in each case, in the reasonable opinion of the Agent, has or would reasonably be expected to have a significant adverse effect on the market price or value or marketability of the Offered Units, the Unit Shares or the Warrants;

- (e) *Default* – the Agent, acting reasonably, determines that the Company shall be in breach of, default under or non-compliance with any material representation, warranty, covenant, term or condition of this Agreement or the other Transaction Documents;
- (f) *Market Out* – the state of the financial markets in Canada or elsewhere where it is planned to market the Offered Units is such that, in the reasonable opinion of the Agent, the Offered Units cannot be marketed profitably; or
- (g) *Due Diligence* – the Agent is not satisfied in its sole discretion, acting reasonably, with its due diligence review and investigations in respect of the Company and the Subsidiaries.

The rights of termination contained in this Section 15 as may be exercised by the Agent are in addition to any other rights or remedies the Agent may have in respect of any default, act or failure to act or non-compliance by the Company or any Subsidiary in respect of any of the matters contemplated by this Agreement. Notwithstanding the foregoing sentence, in the event of any such termination, there shall be no further liability on the part of the Agent to the Company or on the part of the Company to the Agent except in respect of any liability which may have arisen prior to or which may arise after such termination under Section 16, Section 17 and Section 18.

Section 16 Indemnification

- (a) The Company hereby agrees to defend, indemnify and hold the Agent and its subsidiaries and affiliates, and each of their respective directors, officers, employees, partners and agent (together with the Agent, the “**Indemnified Parties**” and each, an “**Indemnified Party**”) harmless to the fullest extent permitted by Law from and against all losses (other than loss of profits), claims, actions, damages, expenses or liabilities of any nature, whether joint or several (including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings or claims and fees and expenses of counsel and other reasonable out-of-pocket expenses incurred in investigating and defending any pending or threatened action, suit, proceeding, investigation or claim that may be made or threatened against any Indemnified Party or in enforcing this indemnity) (collectively, the “**Claims**”), to which the Indemnified Parties may become subject or otherwise involved in any capacity under any statute or common law or otherwise insofar as such Claims arise out of or are based, directly or indirectly, upon the performance of professional services rendered to the Company by the Indemnified Parties hereunder, whether before or after the date hereof, or otherwise in connection with the matters referred to in this Agreement, including, but not limited to: (i) any breach of any representation, warranty or covenant made by the Company herein; (ii) any information or statement (except any information or statement relating solely to the Indemnified Party and provided to the Company by the Agent in writing) contained in the Offering Documents or any certificate of the Company delivered under this Agreement or pursuant to this Agreement which at the time and in the light of the circumstances under which it was made contains a misrepresentation; (iii) any order made or enquiry, investigation or proceedings commenced or threatened by any securities regulator or other competent authority based upon any untrue statement or omission or alleged untrue statement or alleged omission or any misrepresentation or alleged misrepresentation (except a statement or omission or alleged statement or omission relating solely to the Indemnified Party and provided to the Company by the Agent in writing); (iv) any order made or enquiry, investigation or proceedings commenced or threatened by any securities regulator or other competent authority based upon any failure to comply with Canadian Securities Laws or U.S. Securities Laws (other than any failure or alleged failure to comply by the Indemnified Party), preventing or restricting the trading in or the sale or distribution of the Offered Units or the Unit Shares or the Warrants; (v) any breach of, default under or non-compliance by the Company or the Subsidiaries with any requirements of Canadian Securities Laws or U.S. Securities Laws; (vi) the

exercise by any subscriber for Offered Units of any contractual or statutory right of rescission for damages in connection with the purchase of the Offered Units (other than based on any information or statements relating solely to the Indemnified Parties or based solely upon any act or inaction of the Indemnified Parties); provided, however, that this indemnity shall not apply to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable shall determine that: (A) an Indemnified Party has been grossly negligent, has intentionally violated any applicable law or has committed any fraudulent act in the course of such performance; and (B) the expenses, losses, claims, damages or liabilities, as to which indemnification is claimed, were primarily and directly caused by the acts or omissions referred to in (A) above.

- (b) The Company agrees that in case any legal proceeding shall be brought against the Company and/or the Indemnified Party in respect of the Prospectus, any Supplementary Material or any other part of the Public Record or any of the Offered Units or by any Governmental Authority, Securities Commission or stock exchange or other entity having regulatory authority, either domestic or foreign, or shall any Governmental Authority, Securities Commission or stock exchange or other entity having regulatory authority investigate the Company and/or the Indemnified Party shall be required to testify in connection therewith or shall be required to respond to procedures designed to discover information regarding, in connection with, or by reason of the performance of professional services rendered to the Company by the Indemnified Party, the Indemnified Party shall have the right to employ its own counsel in connection therewith provided the Indemnified Party acts reasonably in selecting such counsel, and the reasonable fees and expenses of such counsel as well as the reasonable costs (including an amount to reimburse the Indemnified Party for time spent by the Indemnified Party in connection therewith unless such proceeding has been caused solely by or is the result of the negligence, fraud or misconduct of the Indemnified Party) and out-of-pocket expenses incurred by the Indemnified Party in connection therewith shall be paid by the Indemnified Parties as they occur.
- (c) The Company hereby waives its rights to recover contribution from the Agent with respect to any liability of the Company by reason of or arising out of any misrepresentation in the Preliminary Prospectus, the Final Prospectus, any Supplementary Material or any other part of the Public Record provided, however, that such waiver shall not apply in respect of liability caused directly or incurred directly by reason of:
 - (i) any misrepresentation which is based upon information relating solely to the Agent contained in such document and furnished to the Company in writing by the Agent expressly for inclusion in the Preliminary Prospectus, the Final Prospectus, any Supplementary Material or any other part of the Public Record; or
 - (ii) any failure by the Agent to provide to prospective purchasers any document which the Company is required to provide to such prospective purchasers pursuant to Securities Law and which the Company has provided to the Agent to forward to such prospective purchasers, provided that the Company has complied with Section 12.
- (d) Promptly after receiving notice of a Claim against any Indemnified Party or receipt of notice of the commencement of any investigation which is based, directly or indirectly, upon any matter in respect of which indemnification may be sought from the Company, the applicable Indemnified Party will notify the Company in writing of the particulars thereof; provided that the omission to so notify the Company shall not relieve the Company of any liability which it may have to any Indemnified Party except and only to the extent that any such delay in or failure to give notice as herein required materially prejudices the defence of such Claim or results in any material increase in the liability which the Company has under this indemnity. Upon receipt of such notice, the

Company shall promptly retain counsel (who shall be reasonably acceptable to the Indemnified Party) to represent the Company and Indemnified Party in such matter, and the Company shall pay the reasonable fees and disbursements of such counsel relating to such matter.

- (e) In any such matter, the Indemnified Party shall have the right to retain other counsel to act on his, her or its behalf, and the Company shall pay the reasonable fees and disbursements of such other counsel if: (a) the Indemnified Party is advised in writing by counsel that there is an actual or potential conflict in the respective interests of the Company and Indemnified Party or additional defences are available to the Indemnified Party such that representation by the same counsel would be inappropriate; (b) the Company has not assumed the defence of the claim, action, suit or proceeding within ten (10) Business Days after receiving notice thereof; or (c) employment of such other counsel has been authorized in writing by the Company; provided, however, that the Company shall not, in connection with any one such action or proceeding or separate but substantially similar actions or proceedings arising out of the same general allegations, be liable for the fees and expenses of more than one separate firm of attorneys at any time for all Indemnified Parties, except to the extent that local counsel, in addition to its regular counsel, is required in order to effectively defend against such action or proceeding.
- (f) The Company agrees that the Indemnified Parties shall not have any liability to the Company or any person asserting claims on behalf of or in right of the Company in connection with or as a result of either the Indemnified Parties' engagement hereunder or any matter referred to in this Agreement, including, without limitation, related services and activities prior to the date of this Agreement, except, in respect of an Indemnified Party, to the extent that it shall be determined by a court of competent jurisdiction in a judgment that has become final in that it is no longer subject to appeal or other review that any losses, claims, damages, liabilities or expenses incurred by the Company that were directly caused by or resulted from the gross negligence, fraudulent act or wilful misconduct of such Indemnified Party in performing the services that are the subject of this Agreement or arose from information provided by the applicable Agent to the Company for use in the Offering Documents.
- (g) No admission of liability, fault, culpability or failure to act and no settlement of any claim, action, suit or proceeding shall be made without the consent of each Indemnified Party affected, such consent not to be unreasonably withheld unless such admission or settlement includes an unconditional and full release of the Company from all liability arising out of such claim, action, suit or proceeding. No Indemnified Party shall be liable for any settlement of any claim, action, suit or proceeding made without its consent (such consent not to be unreasonably withheld in connection with any settlement involving only the payment of monetary damages).
- (h) With respect to any Indemnified Party who is not a party to this Agreement, the Agent shall obtain and hold the rights and benefits of this Section 16 and Section 17 in trust for and on behalf of such Indemnified Party.
- (i) 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.
- (j) The rights to indemnification provided in this Section 16 shall be in addition to and not in derogation of any other right to contribution which the Agent may have by statute or otherwise at law.

Section 17 Contribution

In order to provide for a just and equitable contribution in circumstances in which the indemnity provided in Section 16 (other than in accordance with the terms hereof) would otherwise be available in accordance with its terms but is unavailable to the Agent or the Indemnified Parties or insufficient to hold them harmless in respect of a Claim for any reason, the Company shall contribute to the amount paid or payable by the Agent or the other Indemnified Party as a result of such Claim in such proportion as is appropriate to reflect not only the relative benefits received by the Company on the one hand and the Agent or any other Indemnified Party on the other hand but also the relative fault of the Company and the Agent or any other Indemnified Party as well as any relevant equitable considerations; provided that the Company shall in any event contribute to the amount paid or payable by the Agent or any other Indemnified Party as a result of such Claim any excess of such amount over the amount of the fees received by the Agent under this Agreement.

Section 18 Expenses

The Company will be responsible for all expenses related to the Offering, whether or not the Offering is completed, including, but not limited to, the fees and disbursements of the Company's legal counsel, the reasonable fees and disbursements of the Agent's Canadian and United States legal counsel (to a maximum of \$100,000 with respect to the Agent's Canadian counsel, to a maximum of \$10,000 with respect to the Agent's United States counsel, in each case exclusive of disbursements and taxes), the reasonable fees and disbursements of the Agent's international legal counsel, the fees and disbursements of accountants and auditors, the fees and disbursements of other applicable experts, the expenses related to road-shows and marketing activities, printing costs, filing fees, stock exchange fees, the reasonable out-of-pocket expenses of the Agent (including their travel expenses in connection with due diligence and marketing activities) and taxes on all of the foregoing. The Agent's expenses may be deducted by the Agent from the gross proceeds of the Offering payable to the Company immediately prior to those proceeds being distributed to the Company and such Agent's expenses will be payable by the Company to the Agent at the Closing Time in accordance with this Section 18 or upon receipt of an invoice (with detail of such expenses) from the Agent in respect thereof.

Section 19 Agent as Securities Dealers

The Company acknowledges that the Agent is a full service securities firm engaged in securities trading and brokerage activities as well as providing investment banking and financial advisory services and that in the ordinary course of its trading and brokerage activities the Agent and its affiliates at any time may hold long or short positions, and may trade or otherwise effect transactions, for their own account or the accounts of customers, in debt or equity securities of the Company, or any other company that may be involved in a transaction or related derivative securities.

The Agent acknowledges its responsibility to comply with applicable securities laws as they relate to trading securities with knowledge of a material fact or a material change that has not been generally disclosed. Further, each Agent has strict internal procedures, which provide for the placing of relevant securities on a "grey list" or a "restricted list" and for restrictions on trading by such Agent and its investment banking personnel for their own account in accordance with such procedures.

Section 20 Agent Not Fiduciaries

The Company acknowledges and agrees that: (a) the Agent has not assumed nor will assume a fiduciary responsibility in favour of the Company or any Subsidiary with respect to the Offering contemplated hereby or the process leading thereto and the Agent does not have any obligation to the Company or any Subsidiary

with respect to the Offering contemplated hereby except the obligations expressly set forth in this Agreement; (b) the Agent and its affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company or any Subsidiary; and (c) the Agent has not provided any legal, accounting, regulatory or tax advice with respect to the Offering contemplated hereby and the Company and any Subsidiary has consulted its own legal, accounting, regulatory and tax advisors to the extent it deemed appropriate.

Section 21 Governing Law

This Agreement shall be governed by and construed in accordance with the Laws of the Province of British Columbia and the federal Laws of Canada applicable therein. In the event of any dispute regarding the Agreement, the parties hereto submit to the non-exclusive jurisdiction of the courts of the Province of British Columbia.

Section 22 Survival of Warranties, Representations, Covenants and Agreements

Except as expressly set out herein, all warranties, representations, covenants and agreements of the Company and the Agent herein contained or contained in documents submitted or required to be submitted pursuant to this Agreement shall survive the purchase of the Offered Units and shall continue in full force and effect for the benefit of the Agent or the Company, as the case may be, regardless of the Closing of the sale of the Offered Units, any subsequent disposition of the Offered Units by the Agent or the termination of the Agent's obligations under this Agreement for a period ending on the date that is two years following the Closing Date and shall not be limited or prejudiced by any investigation made by or on behalf of the Agent in accordance with the preparation of the Offering Documents or the distribution of the Offered Units or otherwise, and the Company agrees that the Agent shall not be presumed to know of the existence of a claim against the Company under this Agreement or any certificate delivered pursuant to this Agreement or in connection with the purchase and sale of the Offered Units as a result of any investigation made by or on behalf of the Agent in accordance with the preparation of the Offering Documents or the distribution of the Offered Units or otherwise. Notwithstanding the foregoing, the provisions contained in this Agreement in any way related to indemnification or contribution obligations shall survive and continue in full force and effect, indefinitely.

Section 23 Notices

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:

If to the Company addressed and sent to:

Reconnaissance Energy Africa Ltd.
Suite 1500, 999 West Hastings Street
Vancouver, British Columbia
V6C 2W2

Attention: J. Jay Park, Chief Executive Officer
E-Mail: [REDACTED]

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

Cassels Brock & Blackwell LLP
Suite 2200, HSBC Building, 885 West Georgia St.

Vancouver, British Columbia
V6C 3E8

Attention: Jennifer Traub

E-Mail: [REDACTED]

If to the Agent addressed and sent to:

Haywood Securities Inc.
808 First Street S.W., Suite 301
Calgary, Alberta
T2P 1M9

Attention: Victor Rodberg

E-Mail: [REDACTED]

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

Torys LLP
525 – 8th Avenue S.W., 46th Floor
Eighth Avenue Place East
Calgary, Alberta
T2P 1G1

Attention: Scott Cochlan

E-Mail: [REDACTED]

or at such other address or e-mail address as may be given by either of them to the other in writing from time to time. Each notice shall be personally delivered to the addressee or sent by electronic transmission to the addressee and: (i) a notice which is personally delivered shall, if delivered on a Business Day, be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the first Business Day following the day on which it is delivered; and (ii) a notice which is sent by electronic transmission shall be deemed to be given and received on the Business Day on which it is confirmed to have been sent.

Section 24 Counterpart Signature

This Agreement may be executed in one or more counterparts (including counterparts by facsimile or other electronic delivery) which, together, shall constitute an original copy hereof as of the date first noted above.

Section 25 Enforceability

To the extent permitted by applicable law, the invalidity or unenforceability of any particular provision of this Agreement will not affect or limit the validity or enforceability of the remaining provisions of this Agreement.

Section 26 Successors and Assigns

The terms and provisions of this Agreement will be binding upon and enure to the benefit of the Company and each Agent and its 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 that consent will be invalid and of no force and effect.

Section 27 Time of the Essence

Time shall be of the essence of this Agreement.

Section 28 Market Stabilization

In connection with the distribution of the Offered Units, the Agent may affect transactions which stabilize or maintain the market price of the Offered Units at levels other than those which might otherwise prevail in the open market, but in each case as permitted by Canadian Securities Laws. Such stabilizing transactions, if any, may be discontinued by the Agent at any time.

Section 29 Entire Agreement

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral, written or otherwise, of the parties.

Section 30 Further Assurances

Each of the parties hereto shall do or cause to be done all such acts and things and shall execute or cause to be executed all such documents, agreements and other instruments as may reasonably be necessary or desirable for the purpose of carrying out the provisions and intent of this Agreement.

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 letter where indicated below and returning the same to the Agent upon which this letter as so accepted shall constitute an agreement between us.

[Remainder of page intentionally left blank.]

Yours truly,

HAYWOOD SECURITIES INC.

Per: (signed) "Victor Rodberg"
Authorized Signing Officer

The foregoing is hereby accepted and agreed to by the undersigned as of the date first written above.

**RECONNAISSANCE ENERGY AFRICA
LTD.**

Per: (signed) "J. Jay Park"
Authorized Signing Officer

SCHEDULE A
TERMS AND CONDITIONS FOR UNITED STATES OFFERS AND SALES

As used in this Schedule A and related exhibits, 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, which, without limiting the foregoing, but for greater clarity in this Schedule, includes, subject to the exclusions from the definition of “directed selling efforts” contained in Regulation S, any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the Securities and includes the placement of any advertisement in a publication with a general circulation in the United States that refers to the offering of the Securities;

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

“FINRA” means the Financial Industry Regulatory Authority, Inc.;

“Foreign Private Issuer” means “foreign issuer” as that term is defined in Rule 405 under the U.S. Securities Act;

“General Solicitation” and **“General Advertising”** means “general solicitation” and “general advertising”, respectively, as used under Rule 502(c) of Regulation D, including, without limitation, advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or the internet 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;

“Offshore Transaction” means an “offshore transaction” as that term is defined in Rule 902(h) of Regulation S;

“Regulation D” means Regulation D adopted by the SEC under the U.S. Securities Act;

“Regulation M” means Regulation M adopted by the SEC under the U.S. Exchange Act;

“Regulation S” means Regulation S adopted by the SEC under the U.S. Securities Act;

“SEC” means the United States Securities and Exchange Commission;

“Securities” means the Offered Units, the Unit Shares and Warrants forming the Offered Units and the Warrant Shares issuable upon exercise of the Warrants;

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

“U.S. Purchaser” means a purchaser of the Offered Units that is a U.S. Person or is a person in the United States or is purchasing for the account or benefit of a U.S. Person or a person in the United States or that was offered the Offered Units in the United States.

All other capitalized terms used but not otherwise defined in this Schedule A shall have the meanings assigned to them in the Agency Agreement to which this Schedule A is attached and of which this Schedule A forms an integral part and is incorporated by reference therein.

Representations, Warranties and Covenants of the Company

The Company represents, warrants, acknowledges, covenants and agrees with the Agent that:

- (a) The Company is a Foreign Private Issuer and reasonably believes that there is no Substantial U.S. Market Interest with respect to the Securities.
- (b) The Company is not, and after giving effect to the Offering and the application of the net proceeds thereof, will not be, registered or required to be registered as an “investment company” pursuant to the United States Investment Company Act of 1940, as amended.
- (c) The Company acknowledges that the Securities have not been and will not be registered under the U.S. Securities Act or any state securities laws and may be offered and sold only in transactions exempt from or not subject to the registration requirements of the U.S. Securities Act and applicable state securities laws. Except with respect to sales of the Offered Units solicited by the Agent through a U.S. Affiliate to U.S. Accredited Investors, including those on the President’s List, in each case in reliance upon the exemption from registration under the U.S. Securities Act provided by Rule 506(b) of Regulation D and in compliance with applicable state securities laws, neither the Company nor any of its affiliates, nor any person acting on any of their behalf (other than the Agent, the U.S. Affiliates, or any Selling Firm, as to whom the Company makes no such representation), has made or will make: (A) any offer to sell, or any solicitation of an offer to buy, any Offered Units in the United States or to, or for the account or benefit of, U.S. Persons; or (B) any sale of Offered Units 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 (other than the Agent, the U.S. Affiliates, or any Selling Firm, as to whom the Company makes no such representation) reasonably believe that the purchaser is outside the United States and not a U.S. Person.
- (d) Neither the Company nor any of its affiliates, nor any person acting on any of their behalf (other than the Agent, the U.S. Affiliate, or any Selling Firm, as to whom the Company makes no such representation), has engaged or will engage in any Directed Selling Efforts, or has taken or will take any action that would cause the exemption afforded by Rule 506(b) of Regulation D or the exclusion afforded by Rule 903 of Regulation S, to be unavailable for offers and sales of the Offered Units.
- (e) None of the Company, any of its affiliates or any person acting on any of their behalf (other than the Agent, the U.S. Affiliate, or any Selling Firm, as to whom the Company makes no such representation) has offered or will offer to sell, or has solicited or will solicit offers to buy, any of the Offered Units in the United States or to, or for the account or benefit of, U.S. Persons, 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 U.S. Securities Act in connection with the offer and sale of the Offered Units in the United States or to, or for the account or benefit of, U.S. Persons.
- (f) The Company will, with the reasonably requested assistance and information from the Agents, within prescribed time periods, prepare and file any forms or notices required under the U.S.

Securities Act or applicable state securities laws in connection with the offering of the Offered Units in the United States, including filing a Form D with the SEC.

- (g) The Company has not and will not, during the period beginning six months prior to the commencement of the Offering and during the six-month period commencing on the Closing Date, offered or sold, or solicited any offer to buy, any securities of the Company in a manner that would (i) be integrated with the offer and sale of the Offered Units and (ii) reasonably be expected to cause the exemption from the registration requirement of the U.S. Securities Act afforded by Rule 506(b) of Regulation D, or the exclusion from such registration requirements afforded by Rule 903 of Regulation S, to become unavailable with respect to the offer and sale of the Offered Units pursuant to the Agency Agreement to which this Schedule A is attached.
- (h) None of the Company, its affiliates or any person on behalf of any of them (other than the Agent, the U.S. Affiliate, or any Selling Firm, as to whom the Company makes no such representation) has engaged or will engage in any violation of Regulation M in connection with this Offering.
- (i) None of the Company's securities are registered or are required to be registered under Section 12 of the U.S. Exchange Act and the Company does not, and will not upon the offer and sale of the Offered Units, have a reporting obligation under Section 13 or Section 15(d) of the U.S. Exchange Act. None of the Company or any of its predecessors has had the registration of a class of securities under the U.S. Exchange Act revoked by the SEC pursuant to Section 12(j) of the U.S. Exchange Act and any rules or regulations promulgated thereunder.
- (j) With respect to the Offered Units to be offered and sold hereunder in reliance on Rule 506(b) of Regulation D (the "**Regulation D Securities**"), none of the Company, any of its predecessors, 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, nor any promoter (as that term is defined in Rule 405 under the U.S. Securities Act but excluding the Agent, the U.S. Affiliate, or any Selling Firm, as to whom the Company makes no representation, warranty, acknowledgement, covenant or agreement) connected with the Company in any capacity at the time of sale (each, an "**Issuer Covered Person**" and, together, "**Issuer Covered Persons**") is subject to a Disqualification Event, except for a Disqualification Event covered by Rule 506(d)(2) or Rule 506(d)(3) of Regulation D. The Company has exercised reasonable care to determine: (i) the identity of each person that is an Issuer Covered Person; and (ii) whether any Issuer Covered Person is subject to a Disqualification Event. The Company has complied, to the extent applicable, with its disclosure obligations under Rule 506(e) of Regulation D, and has furnished to the Agent a copy of any disclosures provided thereunder. The Company has not paid and will not pay, nor is it aware of any person that has paid or will pay, directly or indirectly, any remuneration to any person (other than the Dealer Covered Persons (as hereinafter defined)) for solicitation of purchasers of the Offered Units.
- (k) Neither the Company nor 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.

Representations, Warranties and Covenants of the Agent

The Agent represents, warrants and covenants to and with the Company, and on behalf of its U.S. Affiliate to comply with such representations, warranties and covenants, that:

- (a) It acknowledges that the Securities have not been and will not be registered under the U.S. Securities Act or any state securities laws and may be offered and sold only in transactions exempt from or not subject to the registration requirements of the U.S. Securities Act and applicable state securities laws, and in accordance with the terms and conditions set forth herein.
- (b) It has not offered for sale by the Company, and will not offer for sale by the Company, any Offered Units except: (a) Offered Units in an Offshore Transaction in accordance with Rule 903 of Regulation S; or (b) Offered Units in the United States only to, or for the account or benefit of, U.S. Persons, that are U.S. Accredited Investors in transactions that are exempt from the registration requirements of the U.S. Securities Act in reliance upon the exemption afforded by Rule 506(b) of Regulation D and in compliance with applicable state securities laws, as provided in this Schedule A and the Agency Agreement to which it is annexed, and through its U.S. Affiliates. Accordingly, neither the Agent, its U.S. Affiliate nor any of their affiliates nor any persons acting on behalf of any of them, has made or will make (except as permitted hereby) any: (x) offer to sell or any solicitation of an offer to buy, any Securities in the United States or to, or for the account or benefit of, U.S. Persons; (y) arrangement for any sale of 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 Agent, 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.
- (c) Neither the Agent, its U.S. Affiliate nor any of their affiliates either directly or through a person acting on its or their behalf has taken or will take any action that would constitute a violation of Regulation M in connection with the offer and sale of the Offered Units.
- (d) The Agent has not entered and will not enter into any contractual arrangement with respect to the distribution of the Offered Units, except the Agency Agreement to which this Schedule A is annexed or otherwise with the Agent's U.S. Affiliate, any Selling Firm or with the prior written consent of the Company. The Agent shall require its U.S. Affiliate and each Selling Firm to agree, for the benefit of the Company, to comply with, and shall ensure that its U.S. Affiliate uses its reasonable best efforts to ensure that each Selling Firm complies with, the provisions of this Schedule applicable to the Agent as if such provisions applied directly to its U.S. Affiliate and such Selling Firm.
- (e) All offers to sell and solicitations of offers to purchase Offered Units in the United States or to, or for the account or benefit of, U.S. Persons, shall be solicited and arranged by the Agent through its U.S. Affiliate, which on the dates of such offers and subsequent sales by the Company was and will be duly registered as a broker-dealer under the U.S. Exchange Act and under all applicable state securities laws (unless exempted therefrom) and a member of, and in good standing with, FINRA in accordance with all applicable United States state and federal securities (including broker-dealer) laws. The U.S. Affiliate will arrange for all offers of Offered Units for sale by the Company in compliance with all applicable United States federal and state broker-dealer requirements and this Schedule A and the Agreement to which it is annexed.
- (f) It and its U.S. Affiliate and their respective affiliates, either directly or through a person acting on behalf of any of them, have not solicited and will not solicit offers for, and have not offered to sell

and will not offer to sell, any of the Offered Units 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 U.S. Securities Act in connection with the offer and sale of the Securities in the United States or to, or for the account or benefit of, U.S. Persons.

- (g) Any offer, or solicitation of an offer to buy, Offered Units that has been made or will be made in the United States or to, or for the account or benefit of, U.S. Persons, was or will be made only to U.S. Accredited Investors using the U.S. Offering Documents, and will inform such U.S. Persons that the Securities have not been and will not be registered under the U.S. Securities Act or applicable state securities laws of the United States and are being offered or sold pursuant to the exemption provided by Rule 506(b) of Regulation D and only to U.S. Accredited Investors.
- (h) Immediately prior to soliciting any person in the United States or person purchasing for the account or benefit of, a U.S. Person, the Agent, the U.S. Affiliate, their respective affiliates, and any person acting on behalf of any of them, had reasonable grounds to believe and did believe that each such offeree was a U.S. Accredited Investor and at the time of completion of each sale by the Company to a person in the United States or a person purchasing for the account or benefit of, a U.S. Person, the Agent, the U.S. Affiliate, their respective affiliates, and any person acting on behalf of any of them will have reasonable grounds to believe and will believe, that each such purchaser is U.S. Accredited Investor.
- (i) Prior to arranging for any sale of Offered Units to a U.S. Purchaser (reasonably believed to be a U.S. Accredited Investor), it shall (A) provide such U.S. Purchaser with a copy of the U.S. Offering Documents; (B) cause each such U.S. Purchaser to execute a U.S. Purchaser's Letter, included as Exhibit I to the Final U.S. Offering Memorandum; and (C) deliver to the Company all such completed U.S. Purchaser's Letters, as soon as practicable.
- (j) At least one (1) Business Day prior to the Closing Date, the Agent will provide the Company with a list of the names and addresses of all U.S. Purchasers (reasonably believed to be a U.S. Accredited Investor) who were offered and sold Offered Units by the Agent and/or through its U.S. Affiliate and the completed and executed U.S. Purchaser's Letters.
- (k) At the Closing, each Agent and its U.S. Affiliate that has offered or solicited offers of Offered Units in the United States or to, or for the account or benefit of, U.S. Persons, will provide a certificate, substantially in the form of Exhibit I to this Schedule A, relating to the manner of the offer and sale of the Offered Units in the United States or to, or for the account or benefit of, U.S. Persons, or will be deemed to represent and warrant that it did not make any offers or solicitations to purchase Offered Units in the United States or to, or for the account or benefit of, U.S. Persons.
- (l) It is acquiring the Compensation Options as principal for its own account and not for the benefit of any other person. Furthermore, in connection with the issuance of the Compensation Options and Compensation Shares, as applicable, it is (i) not a U.S. Person and it is not acquiring and will not be acquiring the Compensation Options or the Compensation Shares, as applicable, in the United States, or on behalf of a U.S. Person or a person located in the United States, and (ii) 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 Compensation Units, Compensation Option Warrants, Compensation Options or Compensation Shares and they may not be offered or sold in the United States, or to, or to or for the account or benefit of, U.S. Persons, and acknowledges and agrees that such securities have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States.

- (m) With respect to the Regulation D Securities, none of the Agent, its U.S. Affiliates, any of their respective general partners or managing members, any director or executive officer of any of the foregoing, any other officer of any of the foregoing participating in offer and sale of the Regulation D Securities, or any other officer or employee of any of the foregoing that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers of the Regulation D Securities (each, a “**Dealer Covered Person**” and, together, the “**Dealer Covered Persons**”) is subject to any Disqualification Event except for a Disqualification Event (i) covered by Rule 506(d)(2) of Regulation D and (ii) a description of which has been furnished in writing to the Company prior to the date hereof.

[The remainder of this page intentionally left blank.]

**EXHIBIT I TO SCHEDULE A
(TERMS AND CONDITIONS OF U.S. SALES)**

AGENT’S CERTIFICATE

In connection with the offer and sale in the United States or to, or for the account or benefit of, U.S. Persons, of Offered Units (the “**Offered Units**”) of Reconnaissance Energy Africa Ltd. (the “**Company**”) pursuant to an agency agreement (the “**Agency Agreement**”) dated August ■, 2020 between the Company and the Agent, the undersigned hereby certifies as follows:

- (a) on the date hereof and on the date of each offer, solicitation of an offer and sale of Offered Units (or underlying securities) in the United States or to, or for the account or benefit of, U.S. Persons, the U.S. Affiliate is and was: (A) a duly registered broker-dealer with the United States Securities and Exchange Commission and under the laws of each state where offers and sales of Offered Units were made (unless exempted therefrom); and (B) a member of and in good standing with the Financial Industry Regulatory Authority, Inc.;
- (b) all offers of Offered Units for sale by the Company in the United States or to, or for the account or benefit of, U.S. Persons, have been and will be effected and arranged by the U.S. Affiliate in accordance with all applicable U.S. federal and state laws and regulation (including, without limitation, laws and regulation with respect to the registration and conduct of broker-dealers);
- (c) immediately prior to offering or soliciting offers for the Offered Units in the United States or to, or for the account or benefit of U.S. Persons, we had reasonable grounds to believe and did believe that each offeree was a U.S. Accredited Investor, and, on the date hereof, we continue to believe that each person purchasing Offered Units from the Company in the United States or to, or for the account or benefit of, U.S. Persons, is a U.S. Accredited Investor;
- (d) (i) no Directed Selling Efforts were engaged by us and (ii) no form of “general solicitation” or “general advertising” (as those terms are used in Regulation D under the U.S. Securities Act) was used by us, including, without limitation, advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or the internet 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 or in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act, in connection with the offer or sale of the Offered Units in the United States or to, or for the account or benefit of, U.S. Persons;
- (e) the offers and solicitations of offers of the Offered Units in the United States or to, or for the account or benefit of, U.S. Persons have been conducted by us in accordance with the terms of the Agency Agreement, including Schedule A thereto;
- (f) neither we, nor our affiliates or any person acting on any of our behalf have taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act in connection with the offer and sale of the Offered Units (or underlying securities); and
- (g) in connection with each sale of Offered Units to a U.S. Purchaser (pursuant to section (c) herein), we have provided the U.S. Offering Documents to such U.S. Purchaser and (A) caused each such U.S. Purchaser to execute a U.S. Purchaser’s Letter, included as Exhibit I to the Final U.S. Offering Memorandum; and (B) delivered to the Company all such completed U.S. Purchaser’s Letters.

[signature page follows]

Terms used in this certificate have the meanings given to them in the Agency Agreement unless otherwise defined herein. The Company and its counsel shall be entitled to rely on delivery of an electronic mail or facsimile copy of this Agent's Certificate and the representations and warranties contained herein, and this Agents' Certificate may be relied upon by counsel for the Company as if originally issued to such counsel. A newly executed copy of this Agent's Certificate shall be provided in connection with any subsequent closing date, as applicable.

Dated this ____ day of _____, 2020

HAYWOOD SECURITIES INC.

[INSERT NAME OF U.S. AFFILIATE]

By: _____
Name:
Title:

By: _____
Name:
Title: